

**Karnataka Power Corporation Limited**  
(A Government of Karnataka Enterprise)



**KPCL Bid Notification No. A1L/Systems/AMC/Servers/2017-18/Call-2/309**  
**Date:01.09.2017**

**Bid document for Annual Maintenance Contract (AMC) of Rack Servers at HRD  
Office, Shakthi Bhavan, Bengaluru - 560001.**

**Office of the  
Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> floor, Trade Centre Building  
No.116/2, Race Course Road  
Bengaluru-560001.**



**Karnataka Power Corporation Limited**  
(A Government of Karnataka Enterprise)

**Bid Notification**

**Call-2**

Bid Notification No.: **A1L/Systems/AMC/Servers/2017-18/Call-2/309** Date: **01.09.2017**

Bids are invited from competent agencies for “Annual Maintenance Contract of Rack Servers at HRD Office, Shakthi Bhavan, Bengaluru-560001”. The tender document could be downloaded from the website <https://www.eproc.karnataka.gov.in>.

The last date for receipt of completed bids (Cover-1 and Cover-2) is **up to 17.00 hrs on 3<sup>rd</sup> October’2017**.

Amount put to Tender Rs.2.50 Lakhs.

Further details can be obtained from the address given below.

The Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> floor, Trade Centre Building  
No.116/2, Race Course Road  
Bengaluru-560001.

Phone No : 080-22284956

E-mail : [secsd@karnatakapower.com](mailto:secsd@karnatakapower.com)

Website : [www.karnatakapower.com](http://www.karnatakapower.com)

**KARNATAKA POWER CORPORATION LIMITED**  
**(A Government of Karnataka Enterprise)**  
**Brief Bid Notification**  
**(Two Cover System)**

**Through e-Procurement Portal only**

Bid Notification No.: **A1L/Systems/AMC/Servers/2017-18/Call-2/309 Date:01.09.2017**

**1.0** Bids are invited from competent agencies for “**Annual Maintenance Contract (AMC) of Rack Servers at HRD Office, Shakthi Bhavan, Bengaluru-560001**”.

**2.0** Bid documents may be downloaded from the Government of Karnataka e-Procurement portal <https://www.eproc.karnataka.gov.in> under login for contractors.

**3.0** After login to contractors, please scroll down to the right side bottom to see List of tenders, please click there to find the details of NIT and download the tender. Only interested bidders who wish to participate should remit **on-line transaction fee** for tender after registering in the e-procurement portal. The transaction fee is non-refundable.

**4.0** Bids shall be submitted electronically only within the due date and time published in e-procurement portal <https://www.eproc.karnataka.gov.in>

**5.0** Bid Cover-1 (Technical bid) will be opened at prescribed time and date in the e-procurement portal, in the presence of the bidders who wish to attend at the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001. Date of opening of Cover-2 (Price bid) will be intimated later.

**6.0 Validity:** The Bid submitted shall be kept valid for **180 days** from the date of opening of **Cover-1 (Technical bid)** of the Bid.

**7.0** Bids shall be accompanied by **Earnest Money Deposit**, which should be paid online through e-Procurement portal using any of the following payment modes:

7.1 Credit Card

7.2 Debit card

7.3 National Electronic Fund Transfer (NEFT)

7.4 Over the Counter (OTC) (only through designated branches of ICICI Bank)

**8.0 Earnest Money Deposit (EMD):** EMD of Rs.6,250/- should be paid online through e-procurement portal for the tender shall be in any of the payment modes indicated above.

**9.0 Calendar of events:**

a)	Date of float of NIT through e-procurement portal.	01.09.2017
b)	Last date for receipt of completed bids for both Cover-1 (Technical bid) and Cover-2 (Price bid) up to 17:00 hrs.	03.10.2017
c)	Date of opening of Cover-1 (Technical bid) at 11:00 hrs.	06.10.2017
d)	Date of opening of Cover-2 (Price bid) of qualified bidders.	Will be intimated later.

**10.0 Qualification Criteria:** The following are the qualification criteria

- a) Bidder shall have satisfactory completion as a prime contractor for at least one work of AMC of Rack/Blade Servers with order value not less than Rs.1,30,000/- for one year, during any previous five financial years (i.e. 2011-12 to 2015-16). Bidder shall furnish one work order copy of value Rs.1,30,000/- or more, for one year AMC of Servers and its satisfactory work completion certificate issued from the head of the department/authorized person.
- b) Bidder shall have achieved an annual turnover of Rs.2,60,000/- in any two years in previous five financial years (i.e. 2012-13 to 2016-17). Bidder shall furnish Profit and loss statement duly certified by the Chartered Accountant.

**11.0** The tender is on two cover system consisting of Cover-1 (Technical bid) and Cover-2 (Price bid).

**12.0** The Bidder should upload scanned copies of the following documents:

**A. Cover-1 (Technical bid) shall contain the following:**

- a) Bidder shall have satisfactory completion as a prime contractor for at least one work of AMC of Rack/Blade Servers with order value not less than Rs.1,30,000/- for one year, during any previous five financial years (i.e. 2011-12 to 2015-16). Bidder shall furnish one work order copy of value Rs.1,30,000/- or more, for one year AMC of Servers and its satisfactory work completion certificate issued from the head of the department/authorized person.
- b) Bidder shall have achieved an annual turnover of Rs.2,60,000/- in any two years in previous five financial years (i.e. 2012-13 to 2016-17). Bidder shall furnish Profit and loss statement duly certified by the Chartered Accountant.
- c) The bidder shall furnish the notarized declaration on Rs.200/- stamp paper purchased in Karnataka, stating that their contracts have not been subject to forfeiture of EMD/foreclosure/termination of our Contract in KPCL or Government or any other utility and we have not been blacklisted for participating in tender by KPCL or Government or any other utility in India during the past five years as specified in **Annexure-1** of bid document.
- d) Form of Bid as specified in **Annexure-2** of bid document.
- e) Bidder profile as specified in **Annexure-3** of bid document.
- f) Bidder shall be authorized service provider of M/s. HP. Bidder shall furnish authorization letter from M/s. HP.
- g) Income tax PAN.
- h) GST registration certificate.

**B. Cover-2 (Price bid):** Price bid only as per the instruction in **Section-IV**.

**13.0** Those bidders whose contracts have been terminated/fore closed by KPCL or whose performance has not been found satisfactory while executing contracts with KPCL during the last five years are not eligible to bid.

**14.0** The bidder shall quote for all items in the tender. Bids not covering the entire scope will be treated as incomplete and are liable to be rejected in terms of the "Karnataka Transparency in Public Procurement Act".

**15.0** Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

**16.0** Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Any bid submitted after the date and time specified shall be

rejected even if it is accepted by the e-procurement portal. Date and time stamp of the e- procurement portal system shall be final in deciding the time of submission of bid. Decision of the Corporation in this regard shall be final and acceptable to all the bidders.

- 17.0** Price bid shall be uploaded in e-procurement portal only in the space provided for uploading “FINANCIAL BID DOCUMENTS” in the website itself.
- 18.0** Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened. Corporation reserves the right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 19.0** Corrigendum/modification/corrections, if any, will be published in the website <https://www.eproc.karnataka.gov.in> only. Any other information required may be obtained from the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001 during office hours.

**Superintending Engineer (Systems)**  
**Karnataka Power Corporation Limited**

## INSTRUCTION TO BIDDERS

### 1.0 GENERAL INSTRUCTIONS:

- 1.01 Karnataka Power Corporation Limited (KPCL) herein after called the Corporation invites bids for the scope of work detailed in the accompanying specifications.
- 1.02 The Superintending Engineer (Systems), Karnataka Power Corporation Limited or his authorized representative will receive bids through e-procurement portal of GoK. All bids shall be prepared and submitted in accordance with the bid instructions.
- 1.03 Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Date and time stamp of the e-procurement portal system shall be final in deciding the time of submission of bid. Decision of the Corporation in this regard shall be final and acceptable to all the bidders.
- 1.04 The Corporation at its discretion may extend the last date for the submission of bids and/ or may amend the bidding documents in accordance with **clause 4.05** of this section - "Instruction to Bidders", in which case all rights and obligations of the Corporation and Bidders previously subject to the last date shall thereafter be subject to the last date extended.
- 1.05 The Bidders shall bear all costs associated with the preparation and uploading of bids to e-procurement portal and the Corporation shall in no case be responsible or liable for these costs.
- 1.06 No bid shall be considered which does not bear the signature, address and company seal at the bottom of each page of the bid including the schedule in which the rates are entered. For any deviation, the bidder may give an alternative offer, but the bidder shall quote for the base offer as specified. However, the option to consider the alternate bid lies with the Corporation. **Bids with major deviations are not acceptable. Deviation against terms of payment, delivery schedule, force majeure, Contract agreement and performance security, suit or proceedings, performance particulars of goods to be supplied, performance guarantee clauses of bid document constitutes major deviation.**
- 1.07 The Corporation reserves the right to accept any or reject any/or all the bids. However, reasons for rejection would be recorded as per KTPP act.
- 1.08 Incomplete Bids and/or bids not accompanied by the Earnest Money Deposit (EMD) will not be accepted and the Corporation will not be responsible for delays in uploading of documents or incorrect uploading of documents, if any.

### 2.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 2.01 The bidder may modify or withdraw his bids after the bid submission, provided that such modification or withdrawal is uploaded in e-procurement portal prior to the deadline prescribed for the submission of bids.
- 2.02 Bidder's modification or withdrawal notice shall be prepared, sealed, marked and uploaded to e-procurement portal in accordance with the provision therein.
- 2.03 No bid is allowed to be modified after the last date for submission of bids.

### 3.0 GENERAL CONDITIONS:

- 3.01 Bidders shall quote in Indian Rupees only.
- 3.02 The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- 3.03 Price bid shall be uploaded in e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS" in the website itself.
- 3.04 Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
- 3.05 Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 3.06 The Corporation reserves the right to verify any information/documents furnished by the Bidder should the circumstances so warrant. In case on detailed verification/investigation, the information or the documents furnished are found to be incorrect or false or invalid then the EMD furnished by such bidder will be forfeited.

### 4.0 BID DOCUMENTS:

- 4.01 The scope of supply/work, bidding procedures and contract terms are prescribed in the bidding documents which consists of following parts:
  - a) Brief Bid Notification
  - b) Instructions to Bidders.
  - c) Section I - General conditions of contract.
  - d) Section II - Special conditions of contract.
  - e) Section III - Technical specifications.
  - f) Section IV - Price schedule.
  - g) Annexures, etc.
- 4.02 Bidder is expected to examine all instructions to bidders, Section-I to Section-IV and Annexures in the Bid document. In case of failure to furnish all information required in the Bid document or submission of Bid not substantially responsive in the view of the Corporation to the requirement in the Bid document, the bids are liable to be rejected as per the terms of the Karnataka Transparency in Public Procurement Act.
- 4.03 **Pre bid meeting:** A pre bid meeting will be held at the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001 and all the bidders who have downloaded the bid documents could attend the pre-bid meeting. The purpose of the pre bid meeting is to clarify the Commercial and Technical condition of the bid document, if any. The clarification as sought by the bidders through e-procurement portal and the clarification issued by the Corporation shall be published in e-procurement portal and shall form a part of Bid document. The clarification or questions raised in the pre bid meeting and the answer or clarification issued by the Corporation shall also be included in the pre-bid meeting recordings that form a part of bid document.
- 4.04 **Clarification on bidding document:** Prospective bidders requiring any further information or clarification on the bidding documents may notify in writing to the Corporation as per calendar of events of the tender. The Corporation will respond

to any request for information or clarification on the bidding documents. The Corporation's response/clarification will be posted in e-procurement portal. These responses/clarifications furnished by the Corporation will form a part of bidding document.

- 4.05 **Amendment to bidding document:** At any time prior to the dead line for submission of bids, the Corporation may, for any reason, whether on its own initiative, or in response to a clarification requested by the prospective bidders, modify the bidding document by an amendment which will be notified in e-procurement portal and this amendment will be binding on them.
- 4.06 Verbal clarifications and information given by the Corporation or its employees or its representatives shall not in any way be binding on the Corporation

#### 5.0 SUBMISSION OF BIDS :

- 5.01 The Bidder should submit the offer in two parts (Two cover system):
- a) Cover-1 -Technical bid.
  - b) Cover-2 - Price bid.
  - c) Both Cover-1 and Cove-2 shall be submitted together before the last date & time fixed for receiving the bids.
- 5.02 The bids shall be prepared by typing and posted on e-procurement portal. The quoted rates shall be in both figures and words.
- 5.03 The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in the English language. If any printed literature furnished by the bidder is written in any other language, it shall be accompanied by an English translation of its pertinent passages, duly certified by the bidder's authorized signatory, in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 5.04 Bidder's bid and the document attached there to, shall be considered as forming part of contract document.
- 5.05 Any bid which is not submitted in accordance with the instructions stipulated above is liable for rejection. Incomplete bids/ e-mail bids/ bids not accompanied with EMD/ belated bids will not be accepted.

#### 6.0 SIGNATURE OF BIDS:

- 6.01 The Bid must contain the name, residence and place of business of the person or persons submitting the bid and must be signed. The name of the person signing should be typed or printed below the signature.
- 6.02 Bids by a Corporation/Company shall be signed by the authorized persons of the bidding business entity indicating their proper legal name.
- 6.03 The Bidder's name stated in the proposal shall be the exact legal name of the firm.
- 6.04 Erasures or other changes in the bid shall be initialed by the person signing the bid.
- 6.05 Bids not conforming to the above requirements are liable to be rejected.

#### 7.0 LOCAL CONDITIONS:

- 7.01 It is imperative for each bidder to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document by inspecting the site of work.



7.02 It must be understood and agreed that all the factors that may have an effect on the execution of the scope of work have been properly investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under this specification and document will be permitted by the Corporation. Neither any change in time schedule of the contract nor any financial adjustment arising thereof, which are based on the lack of such clear information or its effect on the cost of supply and services to the bidder shall be permitted by the Corporation.

#### **8.0 EARNEST MONEY DEPOSIT (EMD):**

- 8.01 EMD as indicated in the Brief bid notification shall accompany each bid.
- 8.02 EMD shall be paid online through e-procurement portal using any of the payment modes indicated in the Brief bid notification.
- 8.03 Bids not accompanied by the requisite EMD shall be summarily rejected.
- 8.04 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid then EMD will be forfeited as liquidated damages.
- 8.05 The EMD furnished by unsuccessful bidders will be returned, only after the award of contract and entering in to agreement with the successful bidder.
- 8.06 For the successful bidder, the EMD will be returned, only after entering into contract with Corporation as per the agreement format enclosed.
- 8.07 No interest is payable to the bidders for the Earnest Money Deposit amount.

#### **9.0 INFORMATION REQUIRED WITH THE BID:**

- 9.01 Any bid not containing sufficient descriptive material to describe accurately the equipment, shall be treated as incomplete and is liable to be rejected as per terms of Karnataka Transparency in Public Procurement Act. Such descriptive material and drawings submitted by the Bidder shall be retained by the Corporation. The departures from the specifications are not normally acceptable unless it is found advantageous to the Corporation.
- 9.02 Oral statements made by the bidder or his representatives at any time regarding the quality, quantity of equipment or any other matter shall not be considered.
- 9.03 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.

#### **10.0 BID OPENING:**

- 10.01 Cover-1 (Technical bid) will be opened first in the presence of bidders who choose to be present at the time of bid opening at the date, time and the address as indicated in the notice inviting bids/brief bid notification.
- 10.02 Documents furnished will be scrutinized to determine the bidders meeting the qualification criteria. The Cover-2 (Price bid) of only those Bidders who are qualified as per qualification criteria stipulated in the NIT, would be opened. The date of opening of Cover-2 (Price bid) will be intimated to qualified bidders.
- 10.03 If the bid opening day turns out to be a holiday for some reason, then the bids will be opened on the following working day at the same time and location.
- 10.04 The Bidders name, technical offers made, presence/absence of EMD and other details as the Corporation or Bidder may consider appropriate will be read out during opening of Cover-1 (Technical bid) and prices of main and alternative Bids, if any, discount offered, if any, will be read out during opening of Cover-2 (Price bid) .

10.05 Corporation reserves the right to request for additional information and also reserves the right to reject the proposal of any bidders, if in its opinion the qualification and other data are incomplete.

**11.0 PRELIMINARY EXAMINATION:**

11.01 The Corporation 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.

11.02 Arithmetical errors will be rectified on the following basis.

- a) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total price shall be corrected.
- b) If there is discrepancy between the total bid amount and the sum total price of items forming the total bid amount, the sum total price of items shall prevail.
- c) If there is any discrepancy between the amount indicated in figures and that indicated in words, the lower of the two shall be considered.

11.03 Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each bid to the bidding documents. The substantial responsiveness will be in terms of the Karnataka Transparency in Public Procurement Act and incomplete bids are liable to be rejected. The tenders will be evaluated based on the price bids only without considering the commercial deviations taken by different bidders. If the lowest bidder does not agree to withdraw the deviations, the Corporation reserves the right to negotiate with the next lowest bidder. Bidders shall have no claim for consideration on the ground that notwithstanding their higher price, they are fully compliant with commercial conditions.

12.0 **POLICY FOR BIDS UNDER CONSIDERATION:** Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by the Corporation to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Corporation and/ or its employees on matters related to the bids under consideration. The Corporation, if necessary will obtain clarifications on the bids by requesting such information from any or all the bidders as may be necessary. The Bidder shall not be permitted to change the substance of the bid after the bid has been opened.

**13.0 EFFECT AND VALIDITY OF BID:**

13.01 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Corporation for rejection of his Bid. The Corporation shall always be at liberty to reject or accept any Bid or all the Bids at its sole discretion and any action will not be called in to question and the bidder shall have no claim in this regard against Corporation.

13.02 The bids shall be kept valid for a period of 180 days from the date of opening the bids (Cover-1). Corporation may seek extension of validity period of the bid and validity period of BG furnished towards EMD from the bidders for the completion of the evaluation, if it is not completed within the initial validity period of the bid.

**14.0 EVALUATION AND COMPARISON OF BIDS:**

- 14.01 The Bids which are found substantially responsive and accepted will be evaluated by Corporation to ascertain the lowest technically acceptable bid.
- 14.02 Prices quoted in the price schedules shall be considered.
- 14.03 In case of arithmetical error, the rectified price as indicated in **clause 11.02** above will be considered for evaluation.
- 14.04 In order to bring all bids on par the loading will be considered to arrive at evaluated price.

**15.0 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT):**

- 15.01 For the due and faithful performance of the contract, the bidder/s shall furnish a performance guarantee (Security deposit) for 10% of contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per KPCL format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 30 days after the issue of order. The bank guarantee shall be valid for a period of 15 months.
- 15.02 The performance guarantee will be returned to the Contractor on successful completion of the contract period.
- 15.03 No interest is payable on the contract performance guarantee.

- 16.0 **CONTRACT AGREEMENT:** The successful bidder shall sign the contract agreement within 30 days of the receipt of order on a Non Judicial stamp paper of Rs.200/- (Rupees two hundred only) purchased in Karnataka as per the KPCL format enclosed as **Annexure-B**.

- 17.0 **SPECIAL REQUIREMENTS:** It is construed that the Bidder is fully aware of site constraints and that they have collected/ shall collect all the details by deputing their Engineers to site for first hand collection of all details before submission of bid.

- 18.0 **ARBITRATATION:** Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rule 2012 by one or more arbitrations appointed in accordance with its rules.

**Superintending Engineer (Systems)  
Karnataka Power Corporation Limited**

## SECTION-I

### GENERAL CONDITIONS OF CONTRACT

#### 1.01.0 DEFINITION OF TERM:

- 1.01.1 **In construing these general conditions of contract and the annexed specification** the following words shall have the meanings here in assigned to them unless there is something in the subject or context inconsistent with such construction.
- 1.01.2 **Approved** shall mean the written approval of the Corporation or its authorized representative.
- 1.01.3 **Bid** shall mean the proposal/document, the Bidder submits in the requested and specified form in the bid document.
- 1.01.4 **Bidder** shall mean the firm who quotes against bid notification.
- 1.01.5 **Codes and standards** shall mean all the applicable codes and standards as indicated in the specification.
- 1.01.6 **Contractor** shall mean the successful bidder whose bid has been accepted by the Corporation and shall include his heirs, legal representatives, successors and permitted assigns.
- 1.01.7 The **Contract** shall mean and include the general conditions, Special conditions, technical specifications, price schedules, form of bid, covering letter, any special conditions applicable to the particular bid specifications and the final agreement to be entered into as per **clause no. 1.05.0** of the general conditions of contract.
- 1.01.8 **Contract period** shall mean a period of one year from the date of commencement of contract and extension thereof, if required at the discretion of the corporation.
- 1.01.9 **Contract price** shall mean the price referred to in the order and agreed to in the contract document.
- 1.01.10 **Correspondence** shall mean any letter, fax, e-mail or other written communication related to the contract but excluding notices.
- 1.01.11 **Corporation** shall mean Karnataka Power Corporation Limited (KPCL) on whose behalf the bid notification is issued by its representative and shall include its successors, assigns as well as its authorized officer/representative.
- 1.01.12 The **Engineer** shall mean Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001 or such officer as may be duly authorized and appointed in writing by the Corporation to act as Engineer for the purpose of the Contract. In case where no such Engineer has been so appointed, the word Engineer shall mean the Corporation or duly authorized representatives.
- 1.01.13 **Instruction** shall mean the direction, details and explanation issued by the Corporation from time to time during the contract period.
- 1.01.14 **Work order** shall mean the official notice issued by the Corporation notifying the Bidder that his proposal has been accepted and that the Bidder is required to sign the contract agreement.

- 1.01.15 **Notice in writing** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address, or the registered office of the addressee and shall be deemed to have been received when the ordinary course of post it would have been delivered.
- 1.01.16 **Month** shall mean the calendar month and **Day** shall mean the calendar day.
- 1.01.17 **Materials or Equipment or Works** shall mean the goods to be supplied and/or service to be provided by the Bidder under the contract.
- 1.01.18 **Specification** shall mean collectively, all the terms and stipulations contained in those portions of the Bid document and such amendments, deletion, additions, revisions as may be made in the agreement in regard to the method and manner of performing the 'works' or supply of equipment & product support to be furnished under this 'contract'.
- 1.01.19 **Writing** shall include any manuscript typewritten, printed statement under or over signature and seal as the case may be.
- 1.01.20 Words imparting 'person' shall include firm, company, Corporation and association or bodies of individuals whether incorporated or not.
- 1.01.21 Words imparting 'singular' shall also include plural and vice versa where the context so requires.
- 1.02.0 **BIDDER TO INFORM HIMSELF FULLY:** The Bidder shall be deemed to have carefully examined the conditions and specifications. If he shall have any doubt, as to the meaning of any portion of the contract documents he shall before signing the contract set forth the particulars thereof and submit them to the Corporation in writing in order that such doubts may be clarified or removed. Corporation will provide such clarification as may be necessary in writing to the Bidder. Any information otherwise obtained by the Corporation shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the contract.
- 1.03.0 **COMPLETENESS OF CONTRACT:** The contract shall be complete and shall include all accessories which even though not specifically mentioned in these specifications, schedules, Annexures, etc., and are essential for the satisfactory operation of the equipment as a whole. The Bidder shall co-operate fully with the other contractors while executing the scope of work, which shall be completed in all respects.
- 1.04.0 **CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE:**
- 1.04.1 **Performance Guarantee (Security deposit):** For the due and faithful performance of the contract, the contractor shall furnish a performance guarantee (Security deposit) for 10% contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per KPCL format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 30 days after the issue of order. The bank guarantee shall be valid for a period of 15 months.
- 1.04.2 Performance Guarantee will be returned to the Contractor on successful completion of the contract period.
- 1.04.3 No interest is payable on the contract performance guarantee.

1.04.4 **Contract Agreement:** The Contract agreement shall be signed on Rs.200/- stamp paper purchased in Karnataka between the Contractor and the Corporation and the performance guarantee shall be furnished in the prescribed form simultaneously by the contractor for the proper fulfilment of the contract. Contract agreement shall be signed within 30 days of issue of work order. The expenses for preparation and stamping of contract agreement shall be to the account of the Contractor. The Corporation shall be furnished free of cost an executed stamped counterpart of the agreement. Each copy of the agreement shall comprise of the agreement together with its Annexures viz., Sections-I, II, III and IV with Annexures, etc. The proforma of the contract agreement is enclosed as **Annexure-B.**

1.05.0 **MANNER OF EXECUTION OF CONTRACT:**

1.05.1 The Contractor after the receipt and acceptance of the work order' shall send one set of the final contract agreement to the Corporation for the scrutiny and approval. The agreement shall be signed on a date and time to be mutually agreed within the specified period of 30 days. The Contractor will present himself for signing with "performance guarantee" and power of attorney and other requisite material.

1.05.2 The agreement will be signed in one original copy. Contractor will be provided with one copy of the agreement and the original will be retained by the Corporation.

1.05.3 Subsequent to signing of the contract, the Contractor at his own cost shall provide the Corporation **4 copies** of the agreement with spiral binding within 10 days of the signing of the contract.

1.06.0 **EFFECT AND JURISDICTION OF CONTRACT:**

1.06.1 The contract shall be considered as having come into force from the date of issue of purchase order by the Corporation to the Contractor. The law applicable to this contract is the law in force in India.

1.06.2 Any suit or proceedings arising out of this contract shall be initiated in the appropriate law courts at Bengaluru.

1.07.0 **INFORMATIONS/CLARIFICATIONS:** It is the responsibility of the Contractor to obtain/ furnish the required information/ clarifications and also fulfil the other contractual obligations well in time so that the delivery does not get affected.

1.08.0 **PATENT RIGHTS AND ROYALTIES:**

1.08.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment's or processes used in the 'works' shall be deemed to have been included in the contract prices. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Corporation indemnified in that regard. The Contractor shall at his own cost and expense, defend all suits or proceedings that may be initiated for alleged infringement of any patent involved in the 'works' and in case of any award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against Corporation, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy/comply any decree, order or award made against the Corporation. But it shall be understood that no such

- machine, equipment, work, material or thing has been used by the Corporation for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment or any payment to the Contractor by the Corporation will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the Contractor is in such suit or proceedings held to constitute infringement, and its use is enjoyed, the Contractor shall at his opinion and at his own expense, either procure for the Corporation the right to continue use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non infringing.
- 1.08.2 The Contractor shall indemnify and keep indemnified the Corporation its successors and assignees for and against any and all claims, suits, damages, losses, action, demands, costs, charges, royalties and expenses arising from or for infringement real or claimed, copy rights or other protected rights, if any, of designs, plans, devices, machine drawings or in respect of the material supplied by the Contractor are found to have infringed any rights.
- 1.08.3 In the event of any claim being made or action being brought against the Corporation in respect of any of the matters referred in clause above, the Contractor shall promptly be notified and he shall at his own expense conduct all negotiations and settlement of the same and any litigation that may arise there from.
- 1.09.0 **TIME IS THE ESSENCE OF CONTRACT:** The time of completion of the works as stipulated by the Corporation in the bid specification and accepted by the Bidder shall be deemed to be the essence of 'Contract'. The Contractor shall so organize his resources and perform the works in-time.
- 1.10.0 **CONTRACT PRICE:** The price quoted in Indian Rupees by the Bidder in his bid with any addition and deletion as may be agreed to before signing the 'Contract' for the entire scope of work as per schedules enclosed and as detailed in the Bid documents shall be treated as contract price.
- 1.11.0 **CONTRACT PERIOD:** AMC contract period shall be one year from the date of commencement of contract and extension thereof, if required at the discretion of the corporation
- 1.12.0 **DEDUCTION FROM THE CONTRACT PRICE:** All costs, damages or expenses, which Corporation may have paid for which under the 'contract', the Contractor is liable, will be claimed by the Corporation. All such claims will be deducted from any money due or becoming due under law or otherwise, the clarification/explanation for such deduction made by the Corporation will be furnished to the Contractor.
- 1.13.0 **LIABILITY FOR ACCIDENT AND DAMAGES:** Under the contract the Contractor shall be totally responsible for all loss or damage caused by Engineers to the equipment covered under AMC.
- 1.14.0 **FORCE MAJEURE:**
- 1.14.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Corporation as the case may be which they could not be foreseen or with reasonable amount of diligence could not have been foreseen and which substantially affect the performance of maintenance contract such as :

- a) Natural phenomena including but not limited to floods, earth quakes and epidemics.
  - b) Act of any Government, including but not limited to war declared or undeclared.
  - c) Riot and Civil commotion.
  - d) Transportation delay due to above force majeure clause under a, b and c and any other National level strike by the Transporters. Provided either party shall within 15 (fifteen) days of occurrence of such cause, notify the other in writing of such causes.
- 1.14.2 The Contractor or the Corporation shall not be liable for delays in performing his obligation resulting from any force majeure cause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time without any price escalation of any sort even though such cause may occur after the Contractor's performance of his obligation has been delayed for other causes.
- 1.14.3 If the performance in whole or part by the Contractor or any obligation under the contract is prevented or delayed by Force Majeure condition for a period exceeding 120 days, the Corporation may at its option, terminate the contract by notice in writing.
- 1.15.0 **TERMINATION OF CONTRACT:** The Corporation may terminate the contract after giving seven days' notice, if any of the following occurs:
- 1.15.1 The Contractor (being an individual or a firm) commits any act of insolvency.
- 1.15.2 Shall be adjudged an insolvent or shall make an assignment or composition for the greater part in number of amount of his creditors or shall enter into a deed of assignment with his creditors.
- 1.15.3 Being an incorporated company shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the Contractor shall repudiate the contract or if the official assignee or the liquidator in any such winding up shall be unable, within seven days after the notice to him requiring him to do so to show to the reasonable satisfaction of the Corporation that he is able to carry out and fulfil the contract and if required by the Corporation to give security thereof.
- 1.15.4 If the Corporation certifies in writing that in its opinion, the Contractor;
- a) has abandoned the contract or
  - b) has failed to commence the 'work' or has without any lawful excuse under these conditions suspend the progress of the 'works' for seven days after receiving from the Corporation written notice to proceed.
  - c) has failed to proceed with the works with due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
  - d) has failed to remove material from site or to pull down and replace works within seven days after receiving from the Corporation written notice that the said material or work were condemned and rejected by the Corporation under these conditions or



- e) has neglected or failed persistently to observe and perform all or any of the act, matters or things by this contract to be observed and performed by the Contractor for seven days after written notice have been given to the Contractor requiring the Contractor to observe and perform the same.
- f) has to detriment of good workmanship or in defiance of the Corporation's instruction to the contrary, sub contracted part of the contract.
- g) has failed to perform any other obligation under contract
- h) has failed to rectify/make good his failures within a period of 7 days.
- i) has failed to supply of consumables of Printers/Copiers/Fax machine and Pen drives within 15 days and such incidents are more than 3 times during contract period then the contract is liable to be terminated.

Then in any of the said causes, the Corporation may, notwithstanding any previous waiver after giving seven days' notice in writing to the Contractor determine the "contract" but without thereby affecting the obligation and liabilities of the Contractor; the whole of which shall continue to be in force as fully as if the 'contract' had not been so determined and as if the 'works' subsequently executed has been executed by or on behalf of the Contractor.

1.15.5 On termination of the 'Contract' for any cause, the Contractor shall see to the orderly suspension and termination of operation with due consideration to the interest of the Corporation with respect to completion, safeguarding or storing of equipment produced for the performance of the "Contract" and the salvage and resale thereof.

#### 1.16.0 VARIATIONS OF SCOPE OF WORK:

1.16.1 No alteration, amendments, omission, additions or variation (herein after referred to as variations) under the contract as detailed in the 'contract' documents shall be made unless directed in writing by the Corporation. The Corporation shall have full powers subject to the provision herein after contained from time to time during the execution of Contract to make such variation without prejudice to contract. The Bidder shall carryout such variation and be bound by the same condition as though the said variation occurred in the contract documents. If any suggested variation would be in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligation or guarantees under the contract he shall notify the Corporation thereof in writing or the Corporation shall decide forthwith whether or not the same shall be carried out and if the Corporation confirms its instruction, the Contractor's obligation and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

1.16.2 In the event of Corporation requiring any variation, such reasonable and prompt notice shall be given to the Contractor to enable him to work his arrangement.

1.16.3 In any case in which the Contractor has received instructions from Corporation as to the requirement of carrying out the altered or additional substitute work the addition or deletion of the scope of work will be governed by the unit price indicated in the price schedule.

1.16.4 As per the KTPP act [Chapter VI rule 12 (5)], "Tender accepting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty-five percent either way of the requirement indicated in the tender documents".

**1.17.0 DEFENCE OF SUITS:**

- 1.17.1 If any action in court is brought against the Corporation, an officer or agent of the Corporation for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants of things under the 'contract' or for damage of injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-contractor or in connection with any claim based on lawful demands of sub-contractor, workmen, contractors or employees, the Contractor shall in all such cases indemnify and keep the corporation and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.
- 1.17.2 The Corporation shall have full power and right at its discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the Contractor and shall be final and binding upon the Contractor.

**1.18.0 CORRESPONDENCE:**

- 1.18.1 All correspondence shall be in English and furnished in two legible copies by the fastest means. The Contractor shall comply with the requirement of Engineer regarding the number of invoices, dispatch and other documents and authorities to whom all correspondence are required to be sent.
- 1.18.2 Any notice to the Contractor under the terms of the 'Contract' shall be served by registered mail or by hand at the Contractors principal place of business.
- 1.18.3 Any notice to the Corporation shall be served by the Contractor's principal office in the same manner.
- 1.19.0 **SUB CONTRACT:** Contractor shall not to transfer, assign, pledge or sub-contact its rights and liabilities under this contract to any other Firm/Company/Agency without the prior written consent of the Corporation. The contact person (owner/firm) should be available on direct telephone/mobile for contacting in emergent cases.
- 1.20.0 **LOCAL CONDITIONS:** It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document.
- 1.21.0 **NOTICES:** Any notice given by one party to the other pursuant to this Contract shall be sent in writing. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm or an officer of the Contractor of the Corporation for whom it is intended or if delivered at, or sent by mail, telegraph or cable to the last business address of the said Contractor or Corporation address as indicated in contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION-II

### SPECIAL CONDITIONS OF THE CONTRACT

**2.00.0 SCOPE:** This section of the specification deals with the special conditions of contract in addition to those stipulated in Section-I "General conditions of contract", Section-III "Technical specifications" and Section-IV Price schedule. Section-I and Section-II shall be deemed to form part of the detailed technical specifications at Section-III. It will be taken for granted that the contractor is in full agreement with the conditions of section I, II and III including bidding conditions.

**2.01.0 PRICES:** The price shall remain FIRM throughout the contract period. Any variation in rates of taxes, duties and levies will be reimbursed on production of documentary evidence during the contract period only. Applicability of GST and any other taxes duties, levies, cess, etc. shall be clearly indicated in the bid and it will be considered for evaluation accordingly.

**2.02.0 TAX STRUCTURE:**

2.02.1 Goods and Service Tax (GST): Applicable rate of Goods and Services Tax shall be clearly indicated in the bid.

**2.03.0 TAX VARIATIONS:**

2.03.1 **Taxes & duties:** Any variation in rates of taxes, duties and levies, or any new taxes, duties and levies, will be reimbursed on production of documentary evidence during the contractual delivery period only. However in respect of variation in taxes and duties, levies, cess, etc., beyond the contractual delivery period would be limited at the rates prevailing on the last date of the contractual period.

2.03.2 **Income Tax:** Income tax and other taxes, if any, to be deducted at source as per the statues in force in India shall be deducted at source from the invoices at the rates prevailing from time to time. TDS certificate for the deductions made would be issued to the contractor.

**2.04.0 TERMS OF PAYMENT:** Payment will be made within 30 days after completion of each quarter and submission of bills along with Preventive and Corrective maintenance reports.

**2.05.0 CONSIGNEE:**

The General Manager (A&HR)  
Karnataka Power Corporation Limited  
No.82, Shakthi Bhavan  
Race Course Road  
Bengaluru-560001.

**2.06.0 PAYING AUTHORITY:**

The Finance Director  
Karnataka Power Corporation Limited  
No.82, Shakthi Bhavan  
Race Course Road  
Bengaluru-560001.

**2.07.0 RAISING OF BILLS AND SUBMISSION OF BILLS:** The Contractor shall raise the bills in triplicate in favour of **Paying Authority** indicated above and submit the bills along with preventive and corrective maintenance reports dually signed by the consignee office representative to:

The Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2nd floor, Trade Centre Building,  
No.116/2, Race Course Road  
Bengaluru-560001.

**2.08.0 SCOPE OF WORK:** On-site Annual Maintenance Contract (AMC) of Rack Servers at HRD Office, Shakthi Bhavan, Bengaluru as detailed below:

- 2.08.1 All equipment covered under AMC shall be evaluated and submit an evaluation report to the Superintending Engineer (Systems) within 30 days after receipt of the work order.
- 2.08.2 Assign a unique identification number to each equipment covered under AMC and stick a sticker on each equipment consisting firm name, address, contact telephone no., equipment sl. no., etc.
- 2.08.3 Shifting of the equipments, if any, from one department to other department, shall be done with the permission of the Superintending Engineer (Systems).
- 2.08.4 Average repair time for corrective maintenance shall not be more than one day.
- 2.08.5 Prime shift coverage from **9.00 AM to 6.00 PM** Monday through Saturday.
- 2.08.6 **Preventive Maintenance:** Preventive maintenance of both Hardware and Operating System Software once in each quarter (preferably during last month/fortnight of each quarter), during prime shift hours of coverage, failing which penalty as per clause no.2.08.2 will be levied) consisting of the following:
- a) Checking and configuration of equipment for its better performance.
  - b) Downloading operating system patches and applying.
  - c) Deleting temporary files.
  - d) Checking log files and taking any remedial action, if required.
  - e) Checking for Virus and taking any remedial action, if required.
  - f) Cleaning of Server.
- 2.08.7 **Corrective Maintenance:** Corrective maintenance of both Hardware and software consisting of the following:
- a) Repair all defective items/parts/components or Replacement of all defective items/parts/components with same brand/model, in case, the same brand/model has become obsolete, same shall be replaced with equivalent or higher configuration of same brand. Repair or Replacement of all defective items/parts/components includes.
  - b) Equipment breakages due to rat bite, electric short circuit, over voltage and physical damages will not be covered under this contract, which is subject to certification by the end user department heads.

- c) If breakdown of equipment is more than two days (48 hours), then equivalent or higher configuration equipment shall be provided as backup or replacement, failing which penalty as per clause no. 2.08.1 will be levied.
  - d) Service call reported shall be attended within 24 hours from call time. As far as possible, the repairs shall be carried out on-site itself. However, in case, the equipment is taken to the workshop for repair with **permission from respective office HOD or competent authority**, at the contractors risk and expenses.
  - e) Installation/reinstallation of Operating system and its patches/updates.
  - f) Configuration equipment to network.
  - g) Taking backup of data before formatting, if required.
- 2.08.8 **Submission of Reports:** The Contractor shall submit the quarterly preventive and corrective maintenance reports to the Superintending Engineer (Systems) every quarter. Payment would be made only after the submission of all reports to the undersigned duly signed by the authorized person with name, designation and office seal.
- 2.08.9 The contractor shall keep all Servers in good working condition and hand over the all the equipment covered under AMC in perfect working condition at the time of expiry of contract.
- 2.08.10 Last quarter AMC charges will be made only after firm hands over the Server's in good working condition.
- 2.09.0 PENALTY:**
- 2.09.1 **Non compliance to corrective maintenance:** Penalty of Rs.500/- per day per call will be levied, for the period for which the corrective maintenance call is unattended beyond two working days (48 hours) from call time or stand by is not provided.
- 2.09.2 **Non compliance to preventive maintenance:** Penalty of Rs.500/- per quarter per equipment will be levied for which the preventive maintenance is not carried out.
- 2.09.3 Penalty amount levied at **2.08.1 to 2.08.2** will be restricted to a maximum of 10% of the quarterly AMC value and deducted from AMC bills payable.
- 2.10.0 TRANSPORTATION:** Transportation of materials/equipment/spares, if any, up to destination inclusive of packing, forwarding, freight and insurance shall be the responsibility of the contractor.
- 2.11.0 INSURANCE:**
- 2.11.1 Contractor shall take and maintain the insurance policy at his cost, which shall be included in the quoted cost, to cover the equipment/material supplied under the scope of works including for any problems in the process of manufacture, transit, storage, erection and commissioning.
- 2.11.2 Contractor has to arrange at his cost insurance coverage for risks other than the risks indicated above, such as workmen's compensation, personnel accident insurance and insurance for contractor's men and machinery at site and for the supplies beyond the contract period etc. Insurance charges on all risks shall be borne by the contractor.
- 2.11.3 In case of claims, the difference between the amount of claim made and claim amount received shall be to the account of the contractor.

- 2.11.4 The insurance policy shall also cover:
- a) Third party liability risks arising out of construction up to the taking over.
  - b) Extended maintenance cover during warranty period to the contract covering the damages during erection, testing and commissioning.
  - c) Risks due to break down of machinery during the warranty period.
- 2.11.5 The Insurance policy taken by the Contractor shall permit the Contractor to lodge all claims and to get them directly settled with the Insurance company. The Corporation will extend necessary assistance without any financial implications. Contractor shall make claims and to obtain settlement of claim from the insurance companies. The Contractor shall be responsible for preferring of all claims and make good the damages or loss by way of repair and/or replacement of the damaged, portion of the works damaged or lost. The Contractor shall repair or replace the lost or damaged item without waiting for the settlement of claim by the insurance authorities.
- 2.11.6 In case the insurance settlement is less than the repair or replacement value, the excess expenditure incurred by the Contractor for repair and/or replacement, over and above the insurance settlement shall be to the Contractor's account and the Contractor shall have no claim on the Corporation on this account. Any repair works undertaken shall be with the consent of the Corporation.
- 2.11.7 In case of delay in taking over due to reasons attributable to the Contractor the additional insurance expenditure incurred by the Contractor to cover the aforesaid risks for the period beyond that stipulated in the contract shall be to the Contractor's account.
- 2.12.0 RELEASE OF INFORMATION:** The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproductions of the work under this 'Contract' or descriptions of the site, dimensions, quantity, quality or other information, concerning the works without prior written permission of the Corporation.
- 2.13.0 COMPLETION OF CONTRACT:** Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of contract period.
- 2.14.0 TERMINATION OF CONTRACT OR EXTENSION OF CONTRACT PERIOD:** The Superintending Engineer (Systems), reserves the right to terminate the contract, if found unsatisfactory or due to unforeseen reasons, or extend the contract period till a new agency is awarded the contract by the Corporation, vary the no. of systems to be maintained as well as the period of maintenance at the time of issuing the order or during the contract period. The payment would be made on pro-rata basis, if any variation in the no. of systems or contract period is extended/terminated.
- 2.15.0 SUIT OR PROCEEDINGS:** Any suit or proceedings arising out of this contract shall be instituted in court of law at Bengaluru.
- 2.16.0 IDENTIFICATION:** The representative of the contractor shall present with the identification representing their firm.

### SECTION-III

#### Technical Specifications of Rack Servers at HRD office, Shakthi bhavan, Bengaluru.

Sl. No	Description of Servers	Qty. Nos.
1.	<ul style="list-style-type: none"><li>• Rack server with Intel Hexa Core Intel Xeon E5-2630 (2.3 GHz Processor), with 15Mb L3 cache memory.</li><li>• 5x300Gb 10K rpm hot plug SFF SAS 2.5” drives.</li><li>• CD ROM/DVD drive</li><li>• 16GB 1066MHz RAM</li><li>• Integrated SAS raid controller with RAID 0, 1, 5 with 512Mb of battery cached write cache onboard.</li><li>• Embedded dual multifunction Gigabit network adapter with TCP/IP offload engine, including support for accelerated iSCSI, plus additional iLO 3 NIC</li><li>• USB 2.0 ports: 2 front, 1 internal, 4 rear accessible ports and 1 SD slot.</li><li>• Integrated ATI ES1000, 32Mb video standard</li><li>• Vertical power bar 5/15 Amps 12 socket with MCB</li><li>• Microsoft Windows Server 2012 standard</li></ul>	2

**Superintending Engineer(Systems)  
Karnataka Power Corporation Limited**

**Section-IV**

**Instruction for uploading price bid**

Annual Maintenance Contract of Rack Servers at HRD Office, Shakthi bhavan.

SL. No.	Particulars	Qty Nos	SAC code as per GST
1)	Rack Servers, Technical specification as specified in <b>Section-III.</b>	2	

Note:

1. The price shall remain FIRM throughout the contract period. Any variation in rates of taxes, duties and levies will be reimbursed on production of documentary evidence during the contract period only.
2. Applicability of GST and any other taxes and duties shall be clearly indicated both in %age and amount.
3. The charges towards Freight & Insurance shall be limited to the price quoted. The contractor need not furnish any documentary evidence toward Freight & Insurance.
4. Bidders shall quote lump sum amount in e-procurement portal only for 2 nos. of rack servers with technical specification as specified in **Section-III.**
5. Bidder shall indicated SAC code as per GST.

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place

Company seal

Date:

with full address: \_\_\_\_\_



**Annexure-1**

**Bid Notification No.: A1L/Systems/AMC/Server/Call-2/309**

**Date: 01.09.2017**

**NOTORIZED DECLARATION**

(Declaration by the bidder shall be duly signed by the Notary on Rs.200/- stamp paper purchased in Karnataka).

I, \_\_\_\_\_ declare that  
M/s..... have not been subject to forfeiture of  
EMD/foreclosure/termination of our Contract in KPCL or Government or any other  
utility and we have not been blacklisted for participating in tender by KPCL or  
Government or any other utility in India during the past five years.

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place

Date:

Company seal  
with full address: \_\_\_\_\_

**Annexure-2**

**FORM OF BID**

**Bid Notification No.: A1L/Systems/AMC/Servers/2017-18/Call-2/309 Date:01.09.2017**

To:

The Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> floor, Trade Centre  
No.116/2, Race course Road  
BENGALURU -560001.

Sir,

We hereby bid for the equipment in the Schedule subject to the under mentioned conditions of Contract:

- 1) This bid will hold good for a period of **180 days** from the date fixed for opening of Cove-1 (Technical bid) of bids.
- 2) We certify that Annual Maintenance Contract of Rack Servers located at HRD Office, Shakthi Bhavan, Bengaluru offered by us will strictly conform to the specifications of the enquiry or to such modifications thereof as have been fully explained in the bid.
- 3) We note that, withdrawal from this BID within the period referred to in Clause (1) or failure to supply and install the materials offered in the BID and accepted by the Superintending Engineer (Systems), Karnataka Power Corporation Limited, after the order is placed would entail the levy by the Superintending Engineer (Systems), Karnataka Power Corporation Limited, by forfeiting EMD or levy of penalty as stipulated in the BID.
- 4) We also note that the Superintending Engineer (Systems), Karnataka Power Corporation Limited does not bind himself to accept the lowest or any bid and reserves the right to consider/reject any or all the bids or split the order.
- 5) We hereby agree to all the terms and conditions of the bid excepting those which are specifically commented upon by us. We also note that Superintending Engineer (Systems) reserves the right to place orders for a portion of the items indicated in the price schedule.

Yours faithfully,

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place

Company seal

Date:

with full address: \_\_\_\_\_

**Annexure-3**

**Bidder profile  
(on a letter head of the firm)**

Name of the firm:	
Registered office address of the firm:	
Office address of the firm in Bengaluru:	
Other branch office addresses of the firm, if any	
Total no. of technical support Engineers working in the firm:	
Total of other staff working in the firm:	
How many years the firm is in the business of AMC of Servers?	
Contact person:	
Name	
Designation	
Telephone No.	
Mobile no.	
Fax No.	
E-mail id	
Website URL	

Signature of the Bidder:\_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Place:

Company seal

Date:

with full address:\_\_\_\_\_

**Annexure-A**

**FORM OF GUARANTEE BOND TOWARDS  
PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

**(On Rs.100 Stamp Paper)**

(To be used by a Nationalized/Scheduled Bank)

(To be stamped in accordance with the Indian Stamp Act.)

In Consideration of the Karnataka Power Corporation Limited (herein after called 'The Corporation') having agreed to exempt..... (hereinafter called the said contractor from the demand, under the terms and conditions of order No.....dated..... Issued by..... for ..... security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said order to be followed by an agreement, on production of a bank Guarantee for Rs.....(Rupees.....only), we..... Bank (hereinafter referred to as the "The Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractor of any of the terms or conditions contained in the said letter of award.

We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of any breach by the said contractor of any of the terms or conditions contained in the said letter of award by reason of the contractor's failure to perform the said letter of award. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We.....Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of award and that it shall continue to be enforceable till all the dues to the Corporation under or by virtue of the said letter of award have been fully paid and its claims satisfied or discharged or till the Superintending Engineer (Systems) of the Corporation certifies that the terms and conditions of the said letter of award/agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall be discharged from all liability under this guarantee thereafter.

We.....Bank further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of award or to extend time or performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said letter of award and we shall not be relieved from our liability by reasons of any such variation or extension, being granted to the said contractor or for any forbearance, act or omission on the part of the Corporation on any

indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

We,.....Bank, lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the Corporation in writing.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs..... and for guarantee shall remain in force until.....

Unless a demand or claim in writing is made on us on or before.....all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Dated..... day of.....for ..... Bank.

#### **INSTRUCTIONS FOR FILLING THE PROFORMA**

1. The Bank guarantee should be executed by the Bank on non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.
2. All blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorized signature and seal of the Bank.
3. All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.
4. The document should not bear the seal or signature of the Contractor/supplier on whose behalf the entire above bank guarantee is being used.
5. The document should bear the Bank Seal and Bank Guarantee No. and date on every page.
6. Full address of the contractor and the Bank shall be furnished at the appropriate place.

**Annexure-B**

**AGREEMENT**

(On Rs.200/- Stamp/legal paper purchased in Karnataka State only)  
(To be stamped in accordance with the Indian Stamp Act)

The agreement entered into this..... day of ..... 2017 between M/s..... (hereinafter referred to as the “Contractor” which term shall include their successors and legal representatives) and Karnataka Power Corporation Limited a company registered under the Companies Act 1956 (hereinafter referred to as the “Corporation” which terms shall include its successors and assigns).

**WHEREAS**

- 1) The bid submitted through e-procurement portal on ..... by the “Contractor” against the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001, bid notification No..... dated ..... for **Annual Maintenance Contract of Rack Servers at HRD Office, Shakthi Bhavan, Bengaluru** and was accepted by the said Superintending Engineer (Systems), Karnataka Power Corporation Limited, subject to the Terms and Conditions detailed in the said Superintending Engineer (Systems) work order No..... dated ..... (hereinafter referred to as order).
- 2) The Contractor having accepted the order was required to execute agreement and to furnish a Bank Guarantee towards the Security Deposit for the due fulfillment of the agreement.
- 3) The Contractor has furnished a Bank Guarantee bearing No..... dated..... in favour of the Corporation for sum of..... only towards the Security Deposit, for the due fulfillment of the agreement from the.....Bank and has further agreed to renew it to the extent required to cover the full guarantee period under the agreement.

Now this indenture witnesseth and it is hereby agreed and declared as follows, that is to say, in consideration of the payments to be made to the Contractor by the Corporation as herein after mentioned, the Contractor hereby covenants with the Corporation, that the Contractor shall and will duly supply the goods of the quality and description specified and shall do and perform all other works and things in the agreement subject to the terms and conditions and stipulations mentioned in the agreement and Sections I, II, III and IV annexed deemed to be part of the agreement.

In witness whereof the parties ..... and Karnataka Power Corporation Limited to this agreement have signed this indenture in the presence of the following witnesses.

for Contractor  
(Signature with Name,  
Designation and Company seal)

for Karnataka Power Corporation Limited

Witness:

Witness:

1)

1)

2)

2)

**Instruction for filling the Proforma:**

1. Only stamp paper purchased in Karnataka State and in the name of the service provider should be used.
2. All blank spaces should be filled in with appropriate information, any additions, deletions or corrections done subsequently should be countersigned.