

Karnataka Power Corporation Limited
(A Government of Karnataka Enterprise)



Bid Notification No. A1L/Systems/NS/2018-19/345 Date:17.11.2018

**Bid document for renewal/supply, installation and commissioning of
network security licenses/products for a period of three years**

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

KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)

Abstract Bid Notification

(Two Cover System)

Through e-Procurement Portal only

Bid Notification No. A1L/Systems/NS/2018-19/345

Date:17.11.2018

Bids are invited from competent agencies for renewal/supply, installation and commissioning of network security licenses/products for a period of three years. The tender document could be downloaded from the website <https://www.eproc.karnataka.gov.in>.

The last date for receipt of completed bids, both **Technical bid (Cover-1)** and **Price bid (Cover-2)**, is **up to 17.00 hrs on 17th December 2018**.

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Estimated Amount ₹56,99,400/- inclusive of all taxes for three years contract.

Further details can be obtained from the address given below.

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

Phone No : 080-22284956

E-mail : sesystems@karnatakapower.com

Website : 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/NS/2018-19/345

Date:17.11.2018

- 1.0** Bids are invited from competent agencies for “**renewal/supply, installation and commissioning of network security licenses/products for a period of three years**”.
- 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 within the due date and time published in e-procurement portal <https://www.eproc.karnataka.gov.in>.
- 5.0** Bid **Technical bid (Cover-1)** will be opened at prescribed time and date in the e-procurement portal, in the presence of the tenderers 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. Opening of **Price bid (Cover-2)** will be intimated later.
- 6.0 Validity:** The Bids submitted shall be kept valid for 180 days from the date of opening of **Technical bid (Cover-1)**.
- 7.0** Bids shall be accompanied by **Earnest Money Deposit of ₹1,14,000/-** (Rupees One Lakh Fourteen Thousand only) and shall be kept valid for 180 days from the date of opening of **Technical bid (Cover-1)**, 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 Calendar of events:

a)	NIT published date, through e-portal	17.11.2018
b)	Last date for posting clarification by the bidders on the e-portal up to 15.00 hrs	28.11.2018
c)	Pre bid meeting at 11.00 hrs	29.11.2018
d)	Publication of pre bid clarifications	11.12.2018
e)	Last date for receipt of completed bids (Cover-1 and Cover-2) up to 17.00 hrs.	17.12.2018
f)	Date of opening of Cover-1 (Technical bid) at 15:00 hrs	19.12.2018
g)	Date of opening of Cover-2 (Price bid)	Will be intimated later

9.0 Qualification Criteria: The intending;

- a) Bidder shall be Original Equipment Manufacturer (OEM) or Authorized partners/dealers of OEMs. Authorized partners/dealers shall furnish Authorization letter from OEMs.
- b) Bidder shall have successfully executed at least one similar order of value not less than Rs.27,50,000/- in single order for contract period from 1 to 3 years, during the previous five financial years (i.e. 2013-14 to 2017-18). Bidder shall furnish one single order with order value not less than Rs.27,50,000/- and its satisfactory completion letter issued by the client.
- c) Bidder shall have an average annual turnover of Rs.57,00,000/- in any two financial years during the previous five financial years (i.e. 2013-14 to 2017-18). Bidders shall furnish the copies of profit and loss account statements duly certified by the Chartered Accountant.

10.0 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 three years are not eligible to bid.

11.0 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”.

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

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

14.0 The Bidder should upload scanned copies of the following documents:

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

- a) Bidder shall be Original Equipment Manufacturer (OEM) or Authorized partners/dealers of OEMs. Authorized partners/dealers shall furnish Authorization letter from OEMs.
- b) Bidder shall have successfully executed at least one similar order of value not less than Rs.27,50,000/- in single order for contract period from 1 to 3 years, during the previous five financial years (i.e. 2013-14 to 2017-18). Bidder shall furnish one single order with order value not less than Rs.27,50,000/- and its satisfactory completion letter issued by the client.
- c) Bidder shall have an average annual turnover of Rs.57,00,000/- in any two financial years during the previous five financial years (i.e. 2013-14 to 2017-18). Bidders shall furnish the copies of profit and loss account statements duly certified by the Chartered Accountant.
- d) 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**.

- e) Form of Bid as specified in **Annexure-2** of bid document.
- f) Bidder profile as specified in **Annexure-3** of bid document.
- g) Technical Specifications Compliance as specified in **Annexure-4** of bid document.
- h) Products technical brochure and datasheets.
- i) Income tax PAN.
- j) GST registration certificate.

B. Price bid (Cover-2): Price bid only fulfilling instruction for uploading price bids as specified in **Section-IV**.

- 15.0** 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.
- 16.0** Price bid shall be uploaded in e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS" in the website itself.
- 17.0** 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.
- 18.0** 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 Government of Karnataka in respect of goods to be supplied as set forth in the accompanying specification. 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. Any bid submitted after the last date and time specified will 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.
- 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 does not bind itself to accept the lowest or any bid and reserves the right to select from any bid, only such material and services as may be considered expedient to accept.
- 1.08 If any material ordered is required to be supplied earlier, the Contractor shall comply with such direction as issued by the Corporation.
- 1.09 No enhancement of rates once accepted will be considered during the currency of contract, except as provided in the contract.
- 1.10 In case of a dispute regarding the conformity of supplies with the approved quality and/or the performance of the contract, the decision of the Corporation is final.
- 1.11 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.

- 1.12 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 and time for submission of bids.

3.0 GENERAL CONDITIONS:

- 3.01 Bidders shall quote in Indian Rupees only.
- 3.02 The Corporation reserves the right to verify the information/documents furnished by the bidders. 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. If the Corporation on detailed verification/investigation finds the bidder not satisfying the qualification requirement, the bid will be rejected and the EMD furnished by such bidders 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 - Instruction for uploading price bid.
 - 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 as notified in bid notification 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 cover system:
- a) Cover-1 - Technical bid.
 - b) Cover-2 - Price bid.
 - c) Both **Technical bid (Cover-1)** and **Price bid (Cover-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 published 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, designation and place of business of the person or persons submitting the bid and must be signed.
- 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.
- 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, it will be treated as incomplete and 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 departure 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 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 **Technical bid (Cover-1)** 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 Price bid (Cover-2)** of only those bidders who are qualified as per qualification criteria stipulated in the NIT, would be opened. The date of opening of the **Price bid (Cover-2)** 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 Technical bid (Cover-1) and prices of main and alternative Bids (if any), discount offered, if any will be read out during opening of Price bid (Cover-2).
- 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 is 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 and EMD shall be kept valid for a period of **180 days** from the date of opening the **Technical bid (Cover-1)**. Corporation may seek extension of validity period of the bids and 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 shall furnish a performance guarantee (Security deposit) of 10% of the contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per the format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 15 days after the issue of order. The guarantee shall be valid for a period of 39 months.

15.02 The performance guarantee will be returned to the Contractor on successful completion of the warranty 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 15 days of the receipt of letter of award on a Non Judicial stamp paper of Rs.600/- purchased in Karnataka as per the format enclosed as **Annexure-B**.

17.0 ARBITRATION: 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.

18.0 SUIT OR PROCEEDINGS: Any suit or proceedings arising out of this contract shall be instituted at Law court in Bengaluru, Karnataka state.

**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 of the bidder.
- 1.01.4 **Bidder** shall mean the firm submitted the bid through e-procurement portal against an enquiry.
- 1.01.5 **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.
- 1.01.6 **Codes and standards** shall mean all the applicable codes and standards as indicated in the specification.
- 1.01.7 **Completion period** shall mean a period of **45 days** from the date of order.
- 1.01.8 **Warranty period** shall mean a period of **three years** from the date of satisfactory commissioning of licenses/products.
- 1.01.9 **Contract period** shall mean a period of three years warranty period plus 45 days completion period.
- 1.01.10 The **Contract** shall mean and include the general conditions, special conditions, technical specifications, 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.
- 1.01.11 **Contract price** shall mean the price referred to in the order and agreed to in the contract document.
- 1.01.12 **Correspondence** shall mean any letter, fax, e-mail or other written communication related to the contract but excluding notices.
- 1.01.13 **Corporation** shall mean 'Karnataka Power Corporation Limited (KPCL) on whose behalf the enquiry is issued by its representative and shall include its successors, assigns as well as its authorized officer/representative.
- 1.01.14 The **Engineer** shall mean the 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 Purchaser 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 purchaser or his duly authorized representatives.
- 1.01.15 **Goods** shall mean the equipment/machinery/materials/licenses, which the bidder is required to supply under contract.
- 1.01.16 **Instruction** shall mean the direction, details and explanation issued by the Corporation from time to time during the contract period.

- 1.01.17 **Order (Purchase/work)** 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.
- 1.01.18 **Month** shall mean the calendar month.
- 1.01.19 **Day** shall mean the calendar day.
- 1.01.20 **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.
- 1.01.21 **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 supply of material & support to be furnished under this 'contract'.
- 1.01.22 **Writing** shall include any manuscript typewritten, printed statement under or over signature and seal as the case may be.
- 1.01.23 Words imparting 'person' shall include firm, company, Corporation and association or bodies of individuals whether incorporated or not.
- 1.01.24 Words imparting 'singular' shall also include plural and vice versa where the context so requires.
- 1.02.0 **SCOPE OF WORK:** Scope of works as per technical specifications as indicated in Section-III covers the following:
- 1.02.01 Onsite comprehensive maintenance of existing firewall MFE NGF 3202-C1 including its software licenses/patches and accessories.
- 1.02.02 Supply, installation and commissioning endpoint security (Antivirus) licenses for Servers and Desktops as per Technical specifications indicated in Section-III.
- 1.02.03 Onsite support for both firewall and endpoint security (Antivirus) licenses including its software patches and accessories.
- 1.02.04 Posting one network/security certified resident engineer at KPCL premises at Bengaluru, shall be capable of handling of all issues related to firewall, endpoint security, routers and network. If any major network security issues arises, the contractor shall depute additional personnel to until restoration.
- 1.02.05 Preventive maintenance firewall, endpoint security installed at servers and desktops and firewall including updating patches/updates once in a quarter
- 1.02.06 Preventive maintenance of endpoint security installed at servers and desktops by deputing engineer/s other than resident engineer posted at KPCL shall be deputed to all Project sites across the Karnataka as indicated clause no 2.04.0 in Section-II and furnish reports signed by the Project head or authorized person with official seal.
- 1.02.07 Resolution of new virus/malware issues within 48 hours of reporting.
- 1.02.08 Regular checking of firewall logs, servers and desktops and taking remedial action.
- 1.02.09 Support shall be 24x7x365 back to back by the OEMs.
- 1.03.0 **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 fulfill his obligation under the contract.

- 1.04.0 **Subcontracts:** The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract for maintenance during warranty period, except with the KPCL prior written consent. The Supplier shall notify and obtain concurrence from the KPCL duly furnishing the credentials of the proposed subcontractors/ Franchisees, in writing of all subcontracts/ franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts/ franchisees must comply with the provisions of terms and conditions of bid document.
- 1.05.0 **COMPLETENESS OF CONTRACT:** The contract shall be complete and shall include all accessories which even though not specifically mentioned in these specifications, schedules, etc., and are essential for the satisfactory operation of the software as a whole.
- 1.06.0 **CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE:**
- 1.06.01 **Performance Guarantee (Security deposit):** For the due and faithful performance of the contract, the contractor shall furnish a performance guarantee (Security deposit) of 10% of the contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 15 days after the issue of order. The guarantee shall be valid for a period of 39 months.
- 1.06.02 **Contract Agreement:** The Contract agreement shall be signed on Rs.600/- 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 15 days of issue of purchase 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 Sections-I, II, III and IV with annexures, etc. The proforma of contract agreement is enclosed as **Annexure-B**.
- 1.06.03 The performance guarantee will be returned to the Contractor on successful completion of the warranty period and no interest is payable on performance guarantee.
- 1.07.0 **MANNER OF EXECUTION OF CONTRACT:**
- 1.07.01 The Contractor after the receipt and acceptance of the 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 the Agreement along with “performance guarantee”, power of attorney (if any) and other requisite material.

- 1.07.02 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.
- 1.07.03 Subsequent to signing of the contract, the Contractor at his own cost shall provide the Corporation **25 copies of the agreement with spiral binding** within 15 days of signing of the contract agreement.
- 1.08.0 **EFFECT AND JURISDICTION OF CONTRACT:** The contract shall be considered as having come into force from the date of issue of order by the Corporation.
- 1.09.0 **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.
- 1.10.0 **PATENT RIGHTS AND ROYALTIES:**
- 1.10.01 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.
- 1.10.02 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 for the construction or the constructed portion of the 'project' or for the operation of the constructed portion of the project are found to have infringed any rights.
- 1.10.03 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.

- 1.11.0 **CONTRACT PRICE:** The price quoted in Indian Rupees 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.
- 1.12.0 **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 **FORCE MAJEURE:**
- 1.13.1 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.
- 1.13.2 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.
- 1.13.3 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.
- 1.14.0 **TERMINATION OF CONTRACT:** The Corporation may terminate the contract after giving seven days' notice, if any of the following occurs:
- 1.14.01 The Contractor (being an individual or a firm) commits any act of insolvency.
 - 1.14.02 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.
 - 1.14.03 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.

1.14.04 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.

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.

1.14.05 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 for the performance of the "Contract" and the salvage and resale thereof.

1.14.06 Notwithstanding anything indicated above, corporation reserves right to terminate the contract due to unforeseen reasons on mutually agreed terms or by giving 15 day's notice.

1.15.0 **VARIATIONS:**

1.15.01 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.

1.15.02 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.

1.15.03 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.

1.15.04 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".

1.16.0 WARRANTY/GUARANTEE:

1.16.01 The contractor shall guarantee quality, efficiency and performance standards of the material amongst other things as per the latest Industry Standards.

1.16.02 The contractor shall provide warranty/guarantee for a period of three years from the date of satisfactory commissioning of licenses/products.

1.16.03 In the event of an emergency where in the judgment of Corporation delay would cause serious loss or damage, repairs or replacement or adjustment may be made by the Corporation or a third party chosen by Corporation without advance notice to the Contractor and the cost of such works shall be paid by the Contractor. In the event such action is taken by the Corporation, the Contractor will be notified promptly and he shall assist wherever possible in making necessary correction. This shall not extinguish the Contractors liability under the terms and conditions of the contract.

1.16.04 The acceptance of the material by the Corporation shall in no way relieve the Contractor of his obligation under this clause.

1.16.05 The provision of this clause including the cost of shipment, transportation, taxes and other incidental if any, shall be implemented at Contractor's expense.

1.17.0 DEFENCE OF SUITS:

1.17.01 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.

- 1.17.02 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 **PERMITS AND LICENCE:** All costs incurred in obtaining permits, licenses, specifications or for manufacture, import, export, testing covered by the 'Contract' shall be met for by the Contractor.
- 1.19.0 **CORRESPONDENCE:**
- 1.19.01 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 correspondences are required to be sent.
- 1.19.02 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.
- 1.19.03 Any notice to the Corporation shall be served by the Contractor's principal office in the same manner.
- 1.20.0 **LOCAL CONDITIONS:** It will be imperative on each bidder/contractor 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.

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

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" and Section-III "Technical specifications". Section-I and Section-II shall be deemed to form part of the detailed technical specification 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 and duties, levies will be reimbursed on production of documentary evidence during the contract period only. Applicability of Goods and Service Tax (GST) or any other taxes and 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: Variation in applicable taxes and duties, fresh levies during the contractual delivery period will be reimbursed on production of documentary evidence. However, in respect of delay in supplies, variation in taxes and duties beyond the contractual delivery period would be limited at the rates prevailing on the last date of the contractual delivery period.

2.03.2 Income Tax: Income tax and other taxes if any to be deducted at source as per the statutes 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:

- a) 40% of contract value payment will be made within 30 days after satisfactory renewal/supply, installation and commission of licenses and submission of bills along with report of installation of licenses duly signed by the Head of the Department or authorized person along with office seal at consignee offices/locations.
- b) Balance 60% payment on prorata basis, quarterly 5% of contract value will be made within 30 days after satisfactory completion of each quarter and submission of bills along with quarterly visit preventive maintenance reports duly signed by the Head of the Department or authorized person along with office seal at consignee offices/locations.

2.04.0 CONSIGNEE OFFICES/LOCATIONS:

- 1) Superintending Engineer (Systems)
Karnataka Power Corporation Limited
2nd floor, Trade Centre Building,
No.116/2, Race Course Road
BENGALURU-560001.
Telephone No.080-22284956
- 2) Chief Engineer (GSW)
KPC Gas Power Corporation Limited
YCCPP
S.N. Halli Post, Ananthapura Gate
Doddaballapur Road
Yelahanka
BENGALURU-560064.
Telephone No.080-28460974
- 3) Superintending Engineer (Electrical)
KPC Limited, Shivasamudram Hydro Electric Project
SHIVASAMUDRAM – 571437
Malavalli Taluk
Mandya Dist.
Telephone no.08231-247027.
- 4) Executive Director (RTPS)
Raichur Thermal Power Station
Karnataka Power Corporation c
SHAKTHINAGAR-584170
Raichur-Dist.
Telephone No.08532-246116
- 5) Chief Engineer (Electrical)
Raichur Power Corporation Limited
Yermarus Thermal Power Station
Raichur Industrial Growth Centre
CHIKKASUGUR-584134.
Raichur-Dist.
Telephone no.08532-286001
- 6) Executive Director (BTPS)
Bellary Thermal Power Station
Karnataka Power Corporation Limited
KUDITHINI-583152
Ballari-Dist.
Telephone no.08392-288608
- 7) Superintending Engineer (Electrical)
KPC Limited, Almatti Dam Power House
Almatti, Post: RAMPUR-SITIMANI - 587207
Bagalkot Taluk & Dist.
Telephone no.08354-250115

- 8) Chief Engineer (O&M) Sharavathy
KPC Limited, Sharavathy Hydro Electric Project
JOG FALLS-577435
Shivamogga-Dist.
Telephone no.08186-244723
- 9) Chief Engineer (Civil)/Sharavathy
KPC Limited
KARGAL-577421
Shivamogga-Dist.
Telephone no.08186-2440401.
- 10) Executive Engineer (O&M)LPH
KPC Limited, Linganamakki Dam Power House
LINGANAMAKKI - 577421
Shivamogga Tq & Dist.
Telephone no.08186-240345.
- 11) Superintending Engineer (Electrical)
KPC Limited, Gerusoppa Hydro Electric Project
Jyothinagar,
GERUSOPPA – 581384
Honnavar-Tq
Uthara Kannada Dist.
Telephone no.08259-288242.
- 12) Executive Engineer (O&M)B
KPC Limited, Bhadra Dam Power House
BHADRA - 577115
Shivamogga Taluk & Dist.
Telephone no.08282-257355.
- 13) Executive Director (H)
KPC Limited, Varahi Hydro Electric Project
HOSANGADI - 576282
Kundapur Taluk
Udapi Dist.
Telephone no.08259-288242.
- 14) Executive Engineer (O&M)Mani
KPC Limited, Mani Dam Power House
MASTHIKATTE - 577448
Hosanagara Taluk
Shivamogga Dist.
Telephone no.08185-2655118.
- 15) Chief Engineer (O&M) Kali
KPC Limited, Kalinadi Hydro Electric Project
AMBIKANAGAR – 581363
UK-Dist.
Telephone no.08284-258625

- 16) Chief Engineer (Civil)/Kali
KPC Limited, Supa Dam Power House
KPCL Colony
GANESHGUDI – 581365.
UK Dist.
Telephone no.08383-256522.
- 17) Superintending Engineer (Electrical)
KPC Limited, Kadra Dam Power House
KPCL Colony,
KADRA – 581396.
UK Dist.
Telephone no.08382-256344.
- 18) Executive Engineer (O&M)GDPH
KPC Limited, Ghataprabha Hydro Electric Project
HIDKAL DAM - 591107
Belagavi Dist.
Telephone no.08333-263249.

2.05.0 PAYING AUTHORITY:

Finance Director
Karnataka Power Corporation Limited
No.82, Shakthi Bhavan
Race Course Road
BENGALURU–560001.

2.06.0 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 completion reports signed by the consignee offices to:

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

2.07.0 PENALTY:

- a) **FOR DELAY IN COMPLETION OF SUPPLY AND INSTALLATION:** If the contractor fails to complete the furnish supply and installation within the time fixed by the Corporation or any extension thereof, the Contractor shall be liable to pay penalty at the following rates:

Sl. No.	Actual completion from date of work order	Penalty as % age of order value
1	Up to 45 days	Nil.
2	More than 45 days	0.5% per week subject to a maximum of 10% of the contract value on prorata basis.

b) FOR NON-PERFORMING MAINTENANCE AS PER THE CONTRACT:
Penalty of Rs.2,000/- will be levied per instance for not resolving security issues reported with 48 hours and Penalty of Rs.1,000/- will be levied per location per quarter for not furnishing quarterly preventive maintenance reports subject to a maximum of 10% of the quarterly contract value.

2.08.0 TRANSPORTATION: Transportation up to destination inclusive of packing, forwarding, freight and insurance shall be the responsibility of the contractor and shall be transported to the consignee's by recognised/reputed transport services only.

2.09.0 KPCL reserves the right to change location of equipments/licenses during the contract period, if required.

2.10.0 INSURANCE:

2.10.1 The transit insurance from Ex-works up to destination shall be arranged by the contractor under his own open cover policy. F.O.R. destination price is inclusive of the cost of Insurance also. It shall therefore be the responsibility of the contractor to deliver the consignment on F.O.R. destination basis. Any loss or damage during transit shall be replaced by the contractor without waiting for insurance claim settlement from his under writers. The consignee will intimate the contractor of the loss/damage/shortage during transit on receipt and verification of materials at site.

2.10.2 In case, the case/consignments are received in damaged condition, the Corporation shall take carrier's certificate for the loss/damage while taking open delivery of various cases/ consignments which are found to be in damaged condition. On intimation the Contractor shall visit the site for joint inspection and arrange for replacement.

2.10.3 In case of boxes received in externally good condition, the corporation shall take delivery of the cases and on intimation, the contractor shall visit the site for joint inspection and shall accept all claims in to with regard to shortages/damages as claimed by the Corporation.

2.10.4 The contractor shall process all claims or damage/shortage/loss after receipt of the relevant documents from the Corporation.

2.10.5 Contractor shall arrange, secure and maintain insurance as may be necessary to protect his interests and the interest of the Corporation against all risks until supply, installation and commissioning. However, no documentary proof need to be furnished for releasing payment.

2.11.0 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.

2.12.0 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 warranty period.

2.13.0 IDENTIFICATION: The representative of the contractor shall present with the identification representing their firm.

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

Section – III

Technical specifications

Sl. No.	Particulars	Qty Nos
1)	Firewall: MFE NGF 3202-C1, VPN/IPS/AV/Web Filtering Appliance with accessories, unlimited user licenses with Signature/Firmware/OS updates, capabilities for Logging, Statistics and Reporting on windows Platform, for three years, installed at Bengaluru.	1
2)	Endpoint security (Antivirus): Renewal/supply, installation and commissioning endpoint security (Antivirus) licenses; Desktops: Virus Scan Enterprise, Virus Scan Command Line for DOS & LINUX, Anti-Spyware Enterprise, Host Intrusion Prevention. Servers: Virus Scan Enterprise, Site Advisor Enterprise Plus.	1200*
3)	Network/Security Certified Resident Engineer for three years at Bengaluru	1

Note:

- 1) Detailed Technical Specifications as indicated in **Annexure-4**.
- 2) Servers and Desktops are presently installed at Bengaluru offices and Project sites as indicated in clause no.2.04.0 of **Section-II**, however, it will be any other locations across Karnataka, if required.
- 3) * quantities indicated are approximate.

Superintending Engineer (Systems)
Karnataka Power Corporation Limited

Section-IV

Instruction for uploading price bid in e-procurement portal

Sl. No.	Particulars	Qty Nos	SAC/ HSN Code
1)	Renewal of onsite comprehensive maintenance of UTM/Firewall MFE NGF 3202-C1 including its software licenses/patches and accessories for three years, installed at Bengaluru for three years.	1	
2)	Renewal/supply, installation and commissioning endpoint security (Antivirus) licenses for Servers and Desktops at Bengaluru offices and Project sites across Karnataka and maintenance for three years.	1200*	
3)	Network/Security Certified Resident Engineer charges for three years	1	

Note:

1. The price shall remain FIRM throughout the contract period on FOR destination. 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 towards Freight & Insurance.
4. Bidders shall quote item wise rates and amount in e-procurement portal for all items in the tender as per technical specifications and quantities specified in bid document. KPCL reserves to increase or decrease the no. of licenses during the contact period.
5. Technical specifications as specified in Section-III and Annexure-IV of bid document.
6. No separate charges will be paid towards deputing an engineer for quarterly visit to Project sites across Karnataka for preventive maintenance of endpoint security (Antivirus).
7. Guest house at project sites, if available will be provided on payment as per the KPCL prevailing rates.
8. Bidder shall indicated SAC/HSN code as per GST.
9. * quantities indicated are approximate.

Prices in e-procurement portal are uploaded as per instruction indicated above, technical specifications specified in Section-III and other bid conditions in specified in bid document.

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

Bid Notification No. A1L/Systems/NS/2018-19/

Date:17.11.2018

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 Karnataka Power Corporation Limited or
Government or any other utility and we have not been blacklisted for participating in tender
by Karnataka Power Corporation Limited or Government or any other utility in India during
the past five years.

Signature of the Bidder: _____

Name: _____

Designation: _____

Place:

Company seal

Date:

with full address: _____

Bid Notification No. A1L/Systems/NS/2018-19/

Date:17.11.2018

To:

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

Sir,

Sub: From of bid.

We hereby bid 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 Technical bid (Cove-1).
2. We certify that product 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. The **renewal/supply, installation and commissioning of network security licenses/products for a period of three years** will be completed within **45 days** from the date of order.
4. 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, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001, by forfeiting EMD or levy of penalty as stipulated in the BID document.
5. 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.
6. 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 the Superintending Engineer (Systems), reserves the right to place orders for a portion of the items and/or quantities.
7. Price bid uploaded, as per the instruction in Section-IV and all other bid criteria's indicated in the bid document.

Yours faithfully,

Signature of the Bidder:_____

Name:_____

Designation:_____

Place:

Company seal

Date:

with full address: _____

**Bidder profile
(on a letter head)**

Sl. No.	Particulars	Compliance/ Remarks
1)	Name of the firm:	
2)	Registered office address of the firm:	
3)	Office address of the firm in Bengaluru (Mandatory):	
4)	Similar orders executed in State /Central Government/ PSU during last 5 years with order amount 15 lakh or more, indicating order no, date, amount and client details of 3 orders.	a) b) c)
5)	Support escalation matrix contact details: Level 1: Level 2: Level 3: No. of network/security engineers working:	
6)	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: _____

Technical Specifications – Compliance

SL. No.	Particulars	Compliance (Yes/No)	Remarks
1	Must offer comprehensive client/server security by protecting enterprise networks from viruses, Trojans, worms, hackers, and network viruses, plus spyware and mixed threat attacks.		
2	Must be able to mitigate or stop the risk of virus/malware entering the network by blocking files with real-time compressed executable files.		
3	Must include capabilities for detecting and removing rootkits		
4	Must provide Real-time spyware/gray ware scanning for file system to prevent or stop spyware execution		
5	Must have capabilities to restore spyware/gray ware if the spyware/gray ware is deemed safe		
6	Must provide Outbreak Prevention to limit/deny access to specific shared folders, block ports, and deny write access to specified files and folders on selected clients in case there is an outbreak.		
7	Must clean computers of file-based and network viruses plus virus and worm remnants (Trojans, registry entries, viral files)—through a fully-automated process		
8	To address the threats and nuisances posed by Trojans, the solution should be able to do the following: Terminating all known virus processes and threads in memory, Repairing the registry, Deleting any drop files created by viruses, Removing any Microsoft Windows services created by viruses, Restoring all files damaged by viruses, Includes Cleanup for Spyware, Adware etc.		
9	Must provide Outbreak Prevention to limit/deny access to specific shared folders, block ports, and deny write access to specified files and folders on selected clients in case there is an outbreak		
10	Behavior Monitoring features such as behavior monitoring to restrict system behavior, keeping security-related processes always up and running, able to block ransomware activity by killing such processes, enable Certified Safe Software Service to reduce the likelihood of false positive detections		
11	Must provide Real-time lock down of client configuration – allow or prevent users from changing settings or unloading/uninstalling the software.		
12	Shall support grouping of clients into domains for easier administration		
13	Inbuilt logic for roaming client updates from roaming server and within organization updates from internal server		
14	Should have Integrated malware protection and cleanup		
15	Should have the capability to assign a client the privilege to act as a update agent for rest of the agents in the network.		

16	Shall be able to perform different scan Actions based on the virus type (Trojan/ Worm, Joke, Hoax, Virus, other) and Malware type (Adware, Spyware, Ransomware etc.).		
17	Safeguards endpoint mailboxes by scanning incoming POP3 email and Outlook folders for Threats.		
18	Shall be able to scan only those file types which are potential virus carriers (based on true file type).		
19	Should be able to detect files packed using real-time compression algorithms as executable files.		
20	shall be able to scan Object Linking and Embedding (OLE) File.		
21	Should be able to deploy the Client software using the following mechanisms: 1) Client Packager (Executable & Microsoft Installer (MSI) Package Format), 2) Web install page, 3) Login Script Setup, 4) Remote installation, 5) From a client disk image.		
22	Must provide a secure Web-based management console to give administrators transparent access to all clients and servers on the network.		
23	The management server should be able to download updates from different source if required, which could be the vendor's update server, any other server or a UNC path.		
24	If the update from the Management server fails, the security clients with privilege should be update directly from the vendor's server/Cloud.		
25	Must reduce network traffic generated when downloading the latest pattern by downloading only incremental patterns.		
26	Must have the flexibility to roll back the Virus Pattern and Virus Scan Engine if required via the web console.		
27	Should have role-based administration with active directory integration: To create custom role type, To add uses to a predefined role or to a custom role.		
28	Must be capable of uninstalling and replacing existing client antivirus software (Provide the detailed list).		
29	Must support plug-in modules designed to add new security features without having to redeploy the entire solution, thereby reducing effort and time needed to deploy new security capabilities to clients and servers across the network.		
30	All features (antivirus, anti-spyware, Enterprise Client Firewall and damage cleanup) should be installed during client deployment and manage centrally via the web-based management console.		
31	Security Compliance leverages Microsoft Active Directory services to determine deployment of endpoints and security status to be determined with data on dashboard		
32	Client Agent installation must support all windows Operating system variants including Windows 7, Windows 8 /8.1, Windows 10, Windows Server Windows Server 2008/2008 R2, Windows Server 2012 /2012 R2, Windows Server 2016, Linux or any latest or its last OS variants		

33	Must be able to send notifications whenever it detects a security risk on any client or during a security risk outbreak, via E-mail.		
34	Must be able to send a customized notification message to specified recipients when firewall violations exceed certain thresholds, which may signal an attack and have facility to add multiple email ids for reports and notifications		
35	Shall offer customizable & standard notifications via – SMTP (e-Mail).		
36	Must support both Pre-execution and Run time execution mode in the Machine-learning module to support noise cancellation, which reduces false positives.		
37	The proposed OEM must be in Leader Quadrant "Gartner Endpoint Protection Platform report at least one year during 2016 or 2017 or 2018, else should be tested and issued certificate in at least 1 international testing Labs during 2016 or 2017 or 2018.		

Signature of the Bidder: _____

Name: _____

Designation: _____

Place:

Company seal

Date:

with full address: _____

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

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 ₹100/- non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.
2. Bank guarantee should be issued by a Nationalized/Scheduled Bank and stamped in accordance with the Indian Stamp Act.
3. 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.
4. All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.
5. The document should not bear the seal or signature of the Contractor/supplier on whose behalf the entire above bank guarantee is being used.
6. The document should bear the Bank Seal and Bank Guarantee No. and date on every page.
7. Full address of the contractor and the Bank shall be furnished at the appropriate place.

AGREEMENT

The agreement entered into this..... day of 2018 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 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 **renewal /supply, installation and commissioning of licenses for network security system for a period of three years** and was accepted by the said Superintending Engineer (Systems), 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. Rs.600/- Stamp/legal paper must be purchased in Karnataka State in the name of the contractor, shall be stamped in accordance with the Indian Stamp Act.
2. **First party** shall be the contractor and **Second party** shall be Karnataka Power Corporation Limited.
3. All blank spaces should be filled in with appropriate information, any additions, deletions or corrections done subsequently should be countersigned.