

SELECTION OF AGENCY/FIRM

REQUEST FOR PROPOSALS

Selection of agency/firm for customization and implementation of existing Petition e-Filing software in TSERC

Client:



**TELANGANA STATE ELECTRICITY REGULATORY COMMISSION
(TSERC)
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Project: customization and implementation of existing Petition e-Filing software in TSERC

Introduction

- Consequent to the formation of Telangana State, Telangana State Electricity Regulatory Commission (TSERC) was constituted on 3rd November, 2014. TSERC aims to improve the functionality of the Power Sector in the State of Telangana to make it viable and with the prime focus of protecting the interests of the consumers.
- This document contains the proposed scope and our approach. We would request bidders to study the document in detail and advice / revert in case of any clarifications or any elaboration is required.

Project Background

- TSERC wishes to appoint an agency for customization and implementation of existing Petition e-Filing software developed using Java & JBoss / JSP and RDBMS (PostgreSQL).
- A web-based e-filing software implemented in Maharashtra Electricity Regulatory Commission (MERC) is proposed to be deployed at the Office of the TSERC post customization. The Source Code, is available with TSERC.
- The software facilitates litigants to file their petition by entering the mandatory information through different templates available in the software module by signing-in.
- The Agreement/ Memorandum of Understanding (MoU) was signed by Secretary, Telangana State Electricity Regulatory Commission (TSERC) and Secretary, CERC for sharing of source code and other documents related to e-court project named System for Adjudication Using Digital Access & Management of Information through Network Integration (SAUDAMINI).
- TSERC invites Tenders from reputed, competent, and professional Firms/Agencies/Companies for Customization and implementation of Petition e-filing Software TSERC.
- Firms/Agencies/Company are advised to study the tender document carefully before submitting their proposals. Submission of a proposal in response to this document shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Qualification Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder/Firms/Agencies should be a Company registered under Indian Companies Act, 2013 or a Partnership Firm registered under the Indian Partnership Act, 1932.	Copy of Certificate of Incorporation or copy of Registration Certificate
2	Turnover from IT/ ITeS	Average annual turnover of the Bidder/Firms/Agencies from IT/ITeS over the last three financial years, i.e. from FY 2019-20,2020-21 and 2021-22 (as per the last published audited balance sheets), should be at least INR 2 Crores.	CA Certificate with CA's Registration Number/ Seal and copy of audited report.
3	Technical Capability	The Bidder/Firms/Agencies must have completed at least 3 years of operation in the field of web application/software development using Java Framework in a Government organization such as Government of Maharashtra (GoM) / Government of India (Gol)/PSU of GOM or Gol in last three years. And Minimum of 3 such work orders to be submitted.	Work Orders + Self Certification of Completion of Project or certification from competent authority regarding satisfactory completion of the projects.
4	Year of operation in the area of Software development/ customization	The Bidder/Firms/Agencies shall be operating for last three years in the fields of Software development/ customization.	Copies of relevant certificates/ work order/ satisfactory certificates from clients
5	Blacklisting	At the time of bidding, firms black-listed/debarred from participating in any procurement	A self-certified letter as per ANNEXURE 3 of the document

		by any State or Central Government or UT or PSU in India are not allowed to bid.	
6	Manpower requirement	Senior professionals with hands on experience in Developing/ customizing software using Java, JSP, Struts, Hibernate, Spring, POSTGRESQL, open source Document Management System (DMS) applications etc.	Self-Certification from Bidder/Firms/Agencies along with names of Resources and their qualification and expertise.
7	Office in Telangana	After placing the Work Order, The Bidder/Firms/Agencies need to open their registered Office in the Telangana State within One month.	Copy of Registration / License from Competent Authority.
8	Certification	The Bidder/Firms/Agencies should have at-least CMMi level 3 Certificate.	Copy of the certificate from competent Authority.

Note: As per guidelines from Govt of India (GoI), MSME exemptions will be given as per rules.

- The Proposals are invited sealed quotations.
- The interested Firms/agencies/Company shall submit tender in prescribed format, complete in all respect. The bidders should submit the bid on or before 18-10-2023 , by 5:00 PM.
- The interested Firms/agencies/Company who has experience in development/ Customization of similar applications will be given preference.
- TSERC reserves right to acceptor reject any or all tenders without giving any reason thereof.

1. Overall Scope of Work

The scope of work for customization/ implementation can be divided into the following heads. The Customized software is to be implemented as a product / package in TSERC. The copyright of this product will be with TSERC

1.1. Development of the Project implementation plan

Upon award of the Contract, the Selected Firms / Agencies shall develop a Detailed Project Plan (DPR) encompassing the activities specified in the Contract. The contents of the Project Plan shall be as below:

- Design and Development plan
- Pre-commissioning, Operational and User Acceptance Testing Plan
- Delivery and Installation Plan
- Training Plan
- Risk Management Plan
- Warranty Service Plan
- Task, Time, and Resource Schedules
- Post-Warranty Service Plan
- Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action, System audit etc.
- Old Data Import Plan

1.2. Business Requirement and process study

- Selected Firms / Agencies shall prepare detailed System Requirement Specifications (SRS) detailing processes for all modules based on functional and Quality-of-Service requirements mentioned in this document and also additional requirements as may be identified in consultation with the TSERC during the requirement study phase.
- The SRS approved by TSERC will form the baseline for all subsequent phases of application development and deployment from an Application requirements perspective (eg. for testing, identifying “change” to requirements etc.).

1.3. Customization of Application

- Based on the approved System Requirement Specification, the Selected Firm / Agencies will undertake the system configuration and customization. TSERC may agree to modify the requirement mentioned in this document in light of suggestions made by Selected Firm / Agency. However, TSERC completely reserves the right to agree or not to agree to any changes suggested by Selected Firm / Agency.
- The Tentative Scope of Customization (SoW) is mentioned in Section 2 above. This is tentative which may undergo changes during the execution of the project based on the detailed System Requirement study conducted by the Selected Firm / Agency.
- All such identified changes shall also form part of the desired

functionalities and shall be included in the Scope of Customization without any additional financial implications during the implementation period. The Selected Firm / Agency may, if so required, include the add-ons or modules to fulfill the requirements.

- Selected Firm / Agency has to carry out the integration of the Application with other applications / solutions (Document management System, etc.) and new plug in modules or third party devices etc. to meet the project requirements.
- All forms, reports & MIS, as per users' requirements, shall be incorporated in solution implementation. All required procedures, policies, shall also be incorporated in business rules of proposed application by the Selected Firm / Agency.
- Selected Firm / Agency has to design and implement the requisite user authorization as well as other IT security controls, for the entire solution. Finally approved/accepted solution will be delivered as "System Configuration" document and the same should be implemented at TSERC office which is identified within the scope of this project.
- The Selected Firm / Agency will set up Project Management Cell at TSERC for carrying out customization of the software. This cell will also work as staging environment for hosting the customized application in cloud.
- Office of the TSERC will provide sitting space for Technical resources

1.4.Application Testing

- The Selected Firm / Agency shall design the Testing strategy including Traceability Matrix, Test Cases and conduct testing of various components of the solution configured/ customized for TSERC. The Solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.
- The Selected Firm / Agency shall obtain the sign-off from TSERC on testing approach and plan (inclusive of Test cases). The Selected Firm/Agency shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.
- The Firm / Agency shall prepare the solution testing procedure for conducting testing on various modules of the solution including the test-cases. The software testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc.
- The Selected Firm/Agency shall demonstrate to TSERC that the solution meets all the functional & technical requirements as per the tender and the requirements finalized during the requirement gathering activity done by Selected Firm/Agency.
- The Selected Firm/Agency shall test the integration of the cross function modules as well as the external applications based on the approved testing procedure.
- On successful completion of the Integration test, the Selected

Firm/Agency shall conduct the Full load/ Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by Selected Firm/Agency.

- The Selected Firm/Agency shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the identified employees of TSERC who are responsible for day-to-day operations of the functions automated through the IT solution. The Selected Firm/Agency shall share the test cases and demonstrate the testing procedure to the identified employees.
- The Selected Firm/Agency shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to TSERC.

1.5. Quality Review and Security Audit

The core responsibility of the quality review team will be as follows:

- Review the project plan
- Review the Business Blue printing/ SRS document
- Review the test plan
- Review the test results
- Review the Go-Live readiness

Security Audit

- The Selected Firm/Agency is also required to conduct security audit of the production environment in the cloud where application will be hosted as a part of the Final Acceptance Test.
- The Security audit of the application shall also get conducted through Cert-In empaneled Firms/Agencies. The detailed scope of audit will be finalized at the time of finalization of preparation of test cases.
- If necessary yearly security audit shall be arranged to be carried out by the Selected Firm/Agency through a Cert-In empaneled Firms/Agencies.
- It will be the responsibility of the Selected Firm/Agency to ensure that all the vulnerabilities and issues reported in the audit are promptly resolved and the resolution document is submitted to TSERC and Security agency to show the compliance.
- All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

1.6. Linkage with existing applications

- The Selected Firm/Agency shall provide facility to integrate the existing relevant Software at TSERC with Petition e- filing software.

1.7. Project and Product Documentation

The Selected Firm/Agency will

- Provide detailed final system documentation for reference to TSERC. Prepare the final User Manual incorporating details of all menus and functionality provided by the System.
- Detailed Design document detailing technical architecture (application, network, and security)

- Database infrastructure architecture, including clustering/ mirroring, backup & recovery strategies, defining data structure, data dictionary as per standards.
- Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the Selected Firms/Agencies in the Solution design for meeting the requirements of the tender.
- Configuration Documentation consisting of system settings and parameters for each function module.
- Any other documentation required for usage and maintenance of implemented solution like Technical Manual, Installation Guides etc.
- System operational procedure manual.

2. Product Upgrade

- At any point during performance of the Contract, should technological advances be introduced by the Selected Bidder/Firm/Agency for Information Technology originally offered by the Selected Bidder/Firm/Agency in its bid and still to be delivered, the Selected Bidder/Firm/Agency shall be obligated to offer to the TSERC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

3. Hosting of the Application

- Hosting of the application will be done as per Cloud Adoption Policy of the Government of Telangana G.O.Ms.No. 10 Dated: 09-10-2020. However Selected Firm/Agency has to provide the solution for the same.
- It is the responsibility of the Selected Firm/Agency to provide required inputs such as Server specifications, Databases, Storage Solution, Software and other supporting IT components required for hosting.
- Technical Specifications of DC and DR site will be provided by Selected Firm/Agency.
- The average CPU utilization of the environment (application and database servers) must never go beyond the capacity mentioned Cloud Adoption Policy of the Government of Telangana G.O.Ms.No. 10 Dated: 09-10-2020.

4. Network connectivity

- Selected Firm/Agency has to suggest the required bandwidth for accessing the application with minimum latency.

5. Training and Capacity Building

- The Selected Firm/Agency shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. The trainings shall be provided at TSERC office premises.
- Every user group would have a separate Pre and Post Implementation Training. The Training program would be split into series of sessions for different user groups and across functional areas of the Solution.

6. Backup & restore and archival services

- Backup of operating system, database and application as per stipulated policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.

7. Storage, Administration & Management Services

- Management of storage environment to maintain performance at desired optimum levels.
- Development of storage management policy, configuration etc.

8. User Administration and Security

- Maintain access control and provide individual and group access to LAN / WAN resources to TSERC's authorized users.

9. Key Personnel Requirement

- The Selected Firm/Agency is expected to deploy people to ensure that the delivery timelines are met. Qualified Personnel of varying skills shall be provided by the Selected Firm/Agency. Selected Firm/Agency shall have to propose an optimum (critical to the project) staffing plan so as to meet TSERC's requirements along with the tender.

10. Application Development and Customization

- Selected Firm/Agency would submit man-power deployment plan and would ensure deployment of sufficient specialized and experienced man-power throughout the project to complete the implementation, stabilization of the application in time successfully.

11. Handholding support

- In case more manpower is needed to meet the service level, the same shall be provided by the Selected Firms/Agencies.

Deliverables, Timelines and Payment Milestones:

S.No	Activity/Task	Deliverables/ Milestone	Timelines (In weeks)	Payment Milestone
1	Project Award		Project Start Date = T0	
2	<ul style="list-style-type: none"> Project Planning Resourcing schedule Development Implementation and Maintenance approach 	a) Finalized Project plan b) Finalized Inception Report	T0 + 1	
3	Requirement gathering (in addition to Tentative scope of Work) and preparation of SRS.	a) Finalized Requirement report b) Approved System requirement specification	T0 + 3	5%
4	Application Customization	-	T0 + 10	20%
5	System Testing	Unit and Integration testing reports	T0 + 11	
6	Finalizing Cloud Firms/Agencies and Hosting Requirement	Acceptance of DC/DR hardware and software Implementation report	T0 + 8	5%
7	UAT Completion	As per the Final approved SRS.	T0+ 12	20%
8	Go Live	After Hosting application in cloud	T0 + 14	50%

12. SERVICE LEVEL AGREEMENT (SLA)

12.1 Timely delivery of deliverables would comprise the associated software application (if applicable) and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be Submitted on-time on the date as mentioned in the contract with no delay.

Measurement of Service Level Parameter- To be measured in Number of weeks of delay from the date of submission as defined in the project contract.

Penalty for non-achievement of SLA requirement- Delay would attract

a penalty per week as per the following:

1. For Software Application= 2 X (per week penalty)
2. For Documents = 1 X (per week penalty)

The total penalty would be generated by the product of the above and the number of Weeks delay. The penalty per week is Rs. 1,000/-.

12.2 Correctness of Delivery:

- Correctness of deliverables would comprise software application and all documents that are to be submitted as part of the project deliverables.
- Service Level Requirement- All the deliverables defined in the contract has to be submitted first Time as mentioned in the contract with minimum error/defect/bugs (as defined below).
- Documents- The documents submitted to TSERC for final approval should have no errors.
- **Application Software-** The required service level for the application software correctness is:

Level-1 errors/ bugs/ defects in the complete application software. Level-1 errors/bugs/defects would be defined as the ones which have the greatest business impact wherein the user is not able to perform his/her regular work, or the output from the system is not as per requirement.

Level-2 errors/bugs/defects would be defined as the ones which has medium business impact wherein the user is partially able to perform his/her regular work.

Penalty for non-achievement of SLA Requirement- Occurrence of errors/bugs/defects would attract a penalty per defects per following:

For software application

1. For Level-1 = 2 X (per error/bug/defect penalty)
2. For Level-2 = 1 X (per error/bug/defect penalty)
3. Documents = 1 X (per error/bug/defect penalty)

The total penalty would be generated by the product of the above and the number of Error/bug/defect found in the deliverables. The penalty per error / bug / defect is INR 1,000.

12.3 Availability of Services SLA

- Application Availability Refers to the Total Time when the application is available to the Users for performing all activities and tasks.

- Service Level Requirement: The average availability of the application should be at least 99.5% in a month, as per Cloud Adoption Policy of the Government of Telangana G.O.Ms.No. 10 Dated: 09-10-2020:
Measurement of Service level parameter =
$$\frac{[(\text{Total Uptime of the Application in a month}) / (\text{Total Time in aMonth})] * 100}{}$$
- According to G Cloud Adoption Policy of the Government of Telangana G.O.Ms.No. 10 Dated: 09-10-2020 (Service Level Agreement Management) the uptime of application should be maintained.
- If the Successful Bidder / Firm/Agency is not able to meet the above defined service level requirement, then any deviation from the same shall be levied a penalty as per the said GR. However, the Successful Bidder / Firm/Agency should take at least 7 days prior approval from TSERC in writing for the planned outage.

13. Terms and Conditions of Tender

13.1 Amendment of Bidding Document

- At any time prior to the deadline for submission of the Bids, the Tendering Authority may amend the Bidding Document by issuing Corrigendum/ Addendum;
- Any Corrigendum/ Addendum issued shall be a part and parcel of the Bidding Document and shall be communicated to all, either in writing;
- To give prospective Bidders/ Firms/Agencies reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the deadline for the submission of the Bids;

13.2 Documents Comprising the Bid

- A two stage-two envelope/cover system shall be followed for the Bid -
 - Technical Bid (including the eligibility & technical documents)
 - Financial Bid
- The Bidder/Firm/Agency should ensure that all the required documents, as mentioned in this Bidding document, are submitted alongwith the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejection of the Bid proposal submitted by the Bidder.
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders/Firms/Agencies are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/documents submitted and no new documents shall be accepted.

13.3 Earnest Money Deposit (EMD)

- Every Bidder participating in the Bidding process must furnish the required EMD of Rs.10,000/- in the form of DD in favour of TSERC, if not specifically exempted (Exempted for MSME as per Gol guidelines);
 - Receipt of EMD or Certificate that the Bidder is a Government undertaking/ corporation/ company/ autonomous body as mentioned above shall necessarily accompany the sealed Bid, without which the Bid shall be rejected forthwith;
- The EMD shall be valid for the period of Bid validity.
- EMD of unsuccessful Bidders shall be refunded soon after final acceptance of Bid and award of Contract.
- EMD taken from the Bidder shall be forfeited in the following cases:
 - When the Bidder withdraws or modifies his Bid proposal after opening of Bids;
 - When the Bidder does not execute the Agreement after placement of order within the specified time;
 - When the Bidder does not deposit the security money after the

purchase/ work order is placed.

13.4 Deadline for Submission of Bids

- Bidders must submit the Bids to “The Secretary, TSERC”
- In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the Bidding Document is required to be substantially modified, the date may be extended by TSERC. In such cases, it shall be ensured that, after issue of Corrigendum, reasonable time is available to the Bidders to prepare and submit their Bids. Any change in date of submission and opening of Bids shall also be intimated. However, if the modifications in Bidding Document, specifications of goods and service are substantial, fresh publication of original Bid inquiry may also be issued;
- The Tendering Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

13.5 Format & Signing of Bids

- The Bid forms/templates/annexures, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;
- Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;
- The Bid, duly signed (digitally) by authorized signatory, should be submitted to “The Secretary” in the required file/ format;
- If Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering website, the Tendering Authority shall reject the Bid.

13.6 Negotiations

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;

13.7 Disqualification

Tendering Authority may at its sole discretion and at any time during the processing of Bids, disqualify any Bidder/ Bid from the Bid process if the Bidder:

- Has not submitted Bid in accordance with the Bidding Document;
- Has submitted Bid without submitting the prescribed EMD or the Bidder's authorization certificate;
- Has imposed conditions in Bid;
- During validity of Bid or its extended period, if any, increases his quoted prices;
- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Has failed to provide clarifications related thereto, when sought;
- Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the EMD;
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- If the bidder [Firms/Agencies] has found that it has submitted false, fabricated, forged documents in the bidding process to qualify in the bid or obtain the tender on such illegal or forged documents.
- And such bidder shall be blacklisted by the Tendering authority subject to the imposing appropriate penalty on it at any time to the knowledge of Tendering Authority.

13.8 Acceptance of the Tender/ Bid and Notification of Award

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder/Firms/Agencies, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder/Firms/Agencies whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidder/Firms/Agencies shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder/Firms/Agencies. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder/Firms/Agencies may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;

- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder/Firms/Agencies is executed and his PBG (or) Bank Draft is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

13.9 Confidentiality

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidder/Firms/Agencies or any other persons not officially concerned with such process until publication of the Contract award;
- Any attempt by a Bidder/Firms/Agencies to influence the Tendering Authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
- From the time of Bid opening to the time of Contract award, if any Bidder/Firms/Agencies wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

13.10 Conflict of Interest

TSERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of TSERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, TSERC will take appropriate actions against the Bidder/Firms/Agencies, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidder/Firms/Agencies found to have a conflict of interest shall be disqualified;

- A Bidder/Firms/Agencies may be considered to be in a conflict of interest if the Bidder/Firms/Agencies or any of its affiliates participated as a consultant in the preparation of the solicitation documents/tender for the procurement of the goods and services that are the subject matter of the Bid;
- It may be considered to be in a conflict of interest with one or more parties in the Bidding process:-
 - If they have controlling shareholders in common; or
 - If it receives or have received any direct or indirect subsidy from any of them; or
 - If they have the same legal representative for purposes of the Bid; or
 - If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder/Firms/Agencies, or influence the decisions of the

tendering authority regarding this Bidding process.

13.11 Tendering authority's Right to Accept / Reject any or all of the Bids

- The Tendering Authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

13.12 Signing of Contract

- Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder/Firms/Agencies the Contract Agreement including "Special Conditions of Contract". Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the Tendering Authority, the successful Bidder/Firms/Agencies shall sign, date, and return the Contract Agreement to the Tendering Authority.

13.13 Performance Bank Guarantee (PBG)

- Within 14 days of receipt of the Letter of Award, the Successful Bidder shall submit the Letter of Acceptance to the client and shall deliver to the client a Performance Bank Guarantee for an amount equivalent to 10% of the Contract price of General Conditions of Contract in the form given in Annexure - 6 in favor of Secretary/ TSERC, Hyderabad (or) Bank Draft, in favor of Secretary/TSERC payable at Hyderabad drawn on any Nationalized Bank only.
- Failure of the successful Bidder/Firms/Agencies to submit the aforementioned PBG (or) Bank Draft or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority may award the Contract to the next best value Bidder/Firms/Agencies whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.
- No interest will be paid by TSERC on the amount of EMD and PBG (or) Bank Draft.
- In case of Selected Bidder/Firms/Agencies, the EMD may be adjusted in arriving at the amount of the PBG (or) Bank Draft;

13.14 Reservation of Rights

To take care of unexpected circumstances, TSERC reserves the rights for the following:

- Extend the closing date for submission of the Bid proposals;
- Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidder/Firms/Agencies and on the respective websites;
- Allow a Bidder/Firms/Agencies to change its technical Proposal if

the same opportunity is given to all Bidder/Firms/Agencies but before the opening of financial Bids;

- To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder/Firms/Agencies;
- Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals;
- Seek the advice of external consultants to assist TSERC in the evaluation or review of Proposals;
- Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal. The Selected Firm / Agency shall have not any right to implement/ transfer / customize the software to any other third party. The Selected Firms / Agencies shall not modify, translate, reverse engineer, decompile, create derivative work or otherwise attempt to derive the source code based upon this product / package.

13.15 Monitoring of Contract

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;

During the delivery period the committee shall keep a watch on the progress of the Contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable Contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected;

- If delay in delivery of goods and service is observed a performance notice shall be given to the selected Bidder to speed up the delivery;
- Any change or Amendment in the Constitution of the Firm or Agency or a Company, etc. shall be notified forth with by the selected Bidder / Firms/ Agencies in writing to the Tendering Authority and such amendment/ change shall not relieve any former member of the firm, etc., from any liability under the Contract;
- No new partner/ partners shall be accepted in the Firm by the selected Bidder/Firm/Agency in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The Bidder/Firms/Agencies receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;

- The selected Bidder/Firm/Agency shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

13.16 Liquidated Damages

- For delay: If the selected firm/agency fails to complete the allotted work within the prescribed time period, the Commission may levy liquidated damages as per SLA.
- For errors / mistakes: If the selected firm/agency commits any errors /mistakes in the allotted work, the Commission may levy liquidated damages as per SLA.

Definitions

- For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:
- “Price” means the price payable to the Selected Bidder/Firm/Agency as specified in the Financial quote, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Completion” means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions set forth in the TENDER.

General Conditions of the Bid

- **Governing Law:** The Contract shall be governed by and interpreted in accordance with the Indian Contract Act, 1872, Intellectual of Property Rights Act, Copy Right and Patent Act, Information Technology Act, and, other laws applicable in India...

Taxes & Duties

- The Income Tax, GST, Value Added Tax, etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of Contract;
- The Entry Tax, if applicable, shall be deducted at source and deposited in the Government Treasury in proper revenue receipt head of account;

Confidential Information

- The Selected Bidder shall keep confidential and shall not, without the written consent of TSERC, divulge to any third party any information furnished directly or indirectly in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract;
- The Selected Bidder shall not use such documents, data, and other information received from TSERC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract;

13.17 Force Majeure

- The Selected Bidder shall not be liable for forfeiture of its, PBG (or) Bank Draft, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure;
- For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Selected Bidder/Firm/Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Selected Bidder/Firm/Agency. Such events may include, but not be limited to, acts of TSERC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Selected Bidder/Firm/Agency shall promptly notify the TSERC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by TSERC, the Selected Bidder/Firm/Agency shall continue to perform its obligations under the contract as far as reasonably practical.
- If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- In case a Force Majeure situation occurs with the TSERC, the TSERC may take the case with the Selected Bidder/Firm/Agency on similar lines.

13.18 Termination

- **Termination for Default:** The TSERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least Thirty (30) days sent to the Selected Bidder/Firm/Agency, terminate the contract in whole or in part:
- If the Selected Bidder/Firms/Agencies fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by TSERC; or
- If the Selected Bidder/ Firm/Agency fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the Selected Bidder/ Firm/Agency, in the judgment of TSERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
- If the Selected Bidder/ Firm/Agency commits breach of any condition of the Contract; or
- If the total penalty levied on the selected Bidder/ Firm/Agency in a quarter exceeds 10% of total billing in that quarter.
- If TSERC terminates the Contract in whole or in part, amount of PBG (or) Bank Draft and due payment if any, may be forfeited;
- Termination for Insolvency

- TSERC may at any time terminate the Contract by giving a written notice of at least Thirty (30) days to the Selected Bidder/ Firm/Agency, if the Selected Bidder/ Firm/Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder/Firms/Agencies, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TSERC.
- Bidder/Firms/Agencies shall not be entitled to ask any query/documents executed between the CERC and TSERC and any direct or indirect any type of communication with the CERC regarding the software/source code / modules for implementation in the TSERC. If, any Firms does so, it shall be liable to terminate the bid/or contract executed between the TSERC and successful Bidder/ Firm/Agency.

13.19 Termination for Convenience

- TSERC, by a written notice of at least Thirty (30) days sent to the Selected Bidder/ Firm/Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the TSERC's convenience, the extent to which performance of the Selected Bidder/ Firm/Agency under the Contract is terminated, and the date upon which such termination becomes effective;
- Depending on merits of the case the Selected Bidder/ Firm/Agency may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination;
- Payment to be made shall not exceed the amount payable till that point of time.

13.20 Settlement of Disputes

- **General:** If any dispute arises between the Selected Bidder and TSERC during the execution of a Contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Selected Bidder on the points of dispute. The Selected Bidder will also be given an opportunity of being heard by the Hon'ble Chairman, TSERC. The Chairman, TSERC's decision over the representation will be final and the same will be conveyed to Selected Bidder;
 - **Governing law:** The contract shall be governed by and construed in accordance with the laws of the Republic of India.
 - **Legal Jurisdiction:** Any dispute arising out of this executed contract between the successful Bidder/Firms/Agencies have the jurisdiction of appropriate Court in Hyderabad exclusively.

Scope of Work

The Module-wise Development/Customization requirements are as follows:

1. Home Page:
 - Creation of Dashboard to track all Cases, available to Officers of TSERC and Organization Admin of respective Organization.
 - Display of Different Graphs on Home page as per the Organization.
2. User Registration:
 - Providing rights to Legal Officer for Verifying & Activating Registered Users.
 - Provision for more than one Super Admin to manage users, Fees, status updating of Petitions, etc.
 - Required documents from Users as per the Provisions of TSERC.
3. Petitions
 - .1 E-File Petitions (New):
 - 1.1. General Information:
 - Customization required in General Information form:
 - Provision for Listing of Urgent matters
 - Provision for Linking Advocates to Particular Petition only and Provision for Advocates to Add UTR.

Main Categorization of Petitions into 3 major types as below:

 - Original
 - Interlocutory
 - Review.

Subcategories includes as below:

 - Tariff
 - Licenses
 - Open Access
 - Disputes
 - PPA
 - RPPO
 - Non Compliance of Orders by Consumer (Sub-Sub Category as Commission/Ombudsman/CGRF)
 - Any Other (Provision for Adding his own subject)
 - Fees and Charges regulation of TSERC will be considered while creating Petition types and Sub types.
 - Add a Dropdown Tab for Electricity rules along with Electricity Act, 2003. Sections and subsections for the same will be provided by TSERC Legal team.

- Add TSERC regulations into regulations dropdown. List of TSERC Regulations will be provided by TSERC Legal Team.
- Add a Provision for delayed Petition (with Penalty clause) where Petitions are not filed within a specified time (TAT to be defined). (This applies only to Tariff petitions and other petitions as notified in the Regulations 1 to 5 of 2022)
- Provision to change the Status of Petition in case of wrongly Registered (Change from Registered to Under Scrutiny).
- TSERC Legal Team Provide for a consolidated check box containing all the relevant Acts with provisions, all regulations along with amendments Provide for addition of other enactments and notifications / rules by other authorities to be identified by the parties.
- In case of other petitions other than those mentioned above the delay petitions along with fee has to be in accordance with Conduct of Business Regulation as amended from time to time. Provisions thereof should be mentioned for identification.
- Provision to change the Status of Petition in case of wrongly Registered (Change from Registered to Under Scrutiny and vice versa.)
- Application fee upon determination of tariff and issue thereof

1.2. Respondent Details:

- Add a Provision for No Respondent.

1.3. Attachments:

- Provide for link of attachments to the petition. The attachment link should have space for adding the list of attachments and also it should provide a link for opening the document.
- If required, the concerned officer can send a mail requesting for soft copy of the document which is available in word or excel and converted to .pdf for filing purpose.
- The attachment should generally be provided with pagination by either of the parties. The index should be provided with such pagination at the top itself.
- Provision be made for maximum of 10 attachments in one set and additions thereof in multiples of 10 and suitable to the quantum of data in MB.

1.4. Filing Fees:

- To file a petition in TSERC, the fee has to be paid by the Petitioner. Fee is calculated type, sections and sub-sections of EA 2003, in accordance

automatically based on the "Petition Type", sub TSERC Regulations as amended from time to time.

- Remove the Tab and textbox of 'Application for waiver' as it is not required.
- Remove 'Asset/ Details' tab from filing fees.
- Add a Provision for Penalty in Fees only in case of tariff petitions.

1.5. Checklist:

Explanation: On clicking "Check List" tab a list of questionnaires will be displayed. Check list is to make sure that all the mandatory details required for e-filing the case are taken care of. In Check List tab the details furnished by the user are shown as "Yes". The mandatory details but not furnished are shown as "No". User can modify the details to "Yes", "No", "NA".

Add below checklist

- Cause List + All the Parties should be shown cause list
- Provisions of Law under which relief claims are mentioned.
- Whether Indexed
- List of dates mentioned
- Pagination not done
- Format as per TSERC Conduct of Business Regulation, 2015
- Limitation mentioned
- Prescribed Fees paid
- Vakalatnama Details
- No. of identical Copies Submitted as per Regulations
- Caveat
- Whether affidavit is sworn and duly notarized
- In the matter of
- Date of Petition -
- Deficiency in Petition
- Petition Registered on
- Sections of the Act under which Petition submitted.
- Regulations
- Documents are not legible

Summary:

- Add a provision to edit the complete petition along with the view and edit the same.
- Add a provision to send mandatory information to all the concerned parties. Admin / Legal officer selects to whom the intimation to be

sent – petitioners, Respondents, petitioner advocates, respondent advocates or all.

- Provided the Commission can direct the authorized representatives also in particular case(s) whether either of the parties has to cause notice, for which the provision has to be made and will be applicable only on clearance by the Admin/Legal officer.
- Petitions under Scrutiny:
 - Changes need to be made in accordance with TSERC Regulations and Checklist.
 - Update the status to Petitioner/Respondents.

4. Deficiencies Tab:

- Preliminary Scrutiny:
 - Provision for Legal Officers to scrutinize the Petitions as per the Regulations of TSERC.
- Registered Petition:
 - Create a Checkpoint of Commissions Approval (Through File Movement Module) before Registration of Petition.
 - Provision for Only Legal Officer to Register.
 - Serial Number Generation instead of Diary number.
- Disposed Petitions:
 - Add a Provision for Legal Officer to upload the Final Order before submitting the disposed Petition.
 - Serial Number Generation instead of Diary number.
 - Add a provision to send mandatory information to all the concerned parties. Admin / Legal officer selects to whom the intimation to be sent – petitioners, Respondents, petitioner advocates, respondent advocates or all.
- Deficiency Removal:
 - Change the Deficiency Removal as per the Regulations of TSERC.
 - Add a Provision of scheduled timespan for removal of difficulties as per the Regulations of TSERC.

5. Pleadings Tab:

- Add a Provision to reply/ file additional documents for Registered Petitions only as in the current system there is provision to add at all stages (Example: If Petition is under scrutiny)

- Add Provision to add any number of files.
 - Add a Provision to serve notices to Advocates of Concerned Petitioner/ Respondent.
 - Pleadings
 - Reply
 - Rejoinder

The following provisions can be made to Tariff petitions only.

- Response
- Comments
- Suggestions
- Additional Information

6. Refund Module:

- Create a module to develop Refund Module for a refund of excessive or wrongly calculated fees.

7. Update Status Module:

- Create a module to update the Petition Status to Petitioner/Respondents.

8. Application Fees Collection Module

- Create a Module for Application Fees Collection/ Any other Fees levied by TSERC.

9. User Management Module

- Create a separate Module for User Management (Activation/Deactivation of users through user interface by Super Admin/Legal Officer)

10. Management Information system (MIS)

- Complete MIS for generating various reports
 - User Registration (All, Type Wise, etc.)
 - Type Wise, Month wise, Yearly Cases Report
 - All Cases
 - Organization wise Cases
 - Disposed Of Petitions
 - Scheduled for Hearing
 - Any Other as required by TSERC.
 - Orders reserved

11. File Movement Module:

- Create a Provision for Addition and Removal of Officers from Legal Officer to Chairperson.
- Create a Provision for TSERC Officers can see separate Current, Registered Petitions and forward to Next level Officers with remark and attachment if necessary.

12. Miscellaneous:

- Migration of existing data to the application.

13. Additional Features

- Change in Design of the Application.
- Application will be Responsive (Desktop/Mobile/ Tablet Compatible)
- Application will be Cross Browser & Cross Platform compatible.
- Security audit of the Software Application will be done for checking the *Open Web Application Security Project* (OWASP) from CERT-In Firms / Agencies.
- Integration of SMS, Email and Payment Gateway.
- Current and Latest versions of above software to be used.
- liberty to the Admin to undertake upgradation of the software employed or open source licences and applications being brought in tune with the latest version of the cross browser / platform operating system.

14. Processes involved in Petition e-filing (Admin Module)

- i. Serial Number Generation instead of Diary number
- ii. Registration of case upon clearance by Commission (Provision for moving Case up to Chairperson before Registration).
- iii. Make Mandatory to move Cases before Registration.
- iv. Updation of Case status related filed in local server and updating the same in website.
- v. Communicating to parties through auto generated e-mails/SMS
- vi. Daily Order / Final Order generation. Notices/Replies generation
- vii. Reports generation
- viii. Cause list generation etc.
- ix. Access of Digital File of case linking it with Cause list.

15. Online Help Section

Create all related documentation (User Manuals) in PPT, Video format for users of all kind.

16. Communication Module:

Customization required is sent and all major announcements/ public notices to all concerned parties.

17. Miscellaneous:

Integration of Petition e-Filing application of current website for hearing/final orders details.

ANNEXURE 1:Cover Letter

I / We, the undersigned Bidder/ Firm/Agency, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as “Implementing Agency” as per the defined scope of the work and in conformity with the said bidding document for the same. We hereby offer our best price and it shall be applicable during the evaluation/contract period.

I / We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quotes is inclusive of all cost likely to be incurred for executing this work. The prices quoted are inclusive of government taxes/duties except service tax.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security of 10% of contract value for the due performance of contract and in the form prescribed by TSERC.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to the terms & conditions mentioned in the bidding document.

Date:

Authorized

Signatory Name:

Designation:

Annexure-2 FINANCIAL PROPOSAL

(On Company Letter Head – Signed by Authorized Signatory)

Date:/...../2023

Client's Name and Address

Sub: Invitation of Bids for Appointment of Agency for Customization and implementation of Petition e-filing Software at Telangana State Electricity Regulatory Commission (TSERC).

Dear Sir,

We, the undersigned, offer to provide the services for Customization and implementation of Petition e-filing Software in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1_____]. This amount is exclusive of the all taxes, duties etc.

We also understand that Telangana State Electricity Regulatory Commission (TSERC) will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding, gratitude, etc.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in this TENDER

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address: Seal:

Financial Proposal Submission Format:

Sr. No	Item-wise amounts (Inclusive of Taxes)	Amount in Figure (Rs.)
1	Customization of Application, Testing and Implementation Cost as per scope of work	
2	Grand Total for Customization of Application, Testing and Implementation Cost excluding of Taxes	
Grand Total in Words:		

**ANNEXURE 3: Self-Declaration – No Blacklisting
(On Company Letter Head – Signed by Authorized Signatory)**

To,
The Secretary,
Telangana State Electricity Regulatory
Commission
Hyderabad – 500 070,

In response to the Tender/ NIT Ref. No. _____ dated _____
for {Project Title}, as an Owner/ Partner/ Director of
_____, I/ We hereby declare that presently
our Company/ firm _____, is not declared ineligible for corrupt &
fraudulent practices either indefinitely or for a particular period of time by any
Central/ State/ Semi- Government/ or other Govt. subsidiaries including
autonomous bodies in India.

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

Thanking you,

Name of the Bidder/Firms/Agencies: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE 4: Bidder's Authorization Certificate
(On Company Letter Head – Signed by Authorized Signatory)**

To,
The Secretary,
Telangana State Electricity Regulatory
Commission
Hyderabad – 500 070,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified Signatures areas under.

Thanking you,

Name of the Bidder/Firms/Agencies: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 5: Format for Submission of Project References

(On Company Letter Head – Signed by Authorized Signatory)

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidder/Firms/Agencies, if any:	
Narrative description of Project:	
List of Services provided by your firm/company":	

ANNEXURE 6: PERFORMANCE BANK GUARANTEE

To,

_____,
_____,

1. Against contract vide advance acceptance of the "RFP/NIT Reference No. _____ dated _____ and Project Titled" _____" (hereinafter called the said 'contract') entered into between _____ **{Client name}**

2. (Contract name) (hereinafter called the contract) entered into between _____ (hereinafter called the Client) and _____ (hereinafter called the Bidder) _____

this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favor of _____ the Client, the amount of Rs _____ (Rupees in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.

3. We agree that the decision of the Client, whether breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Client shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Client.

4. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ herein after called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Client within the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs _____ (in words and it shall remain in force until _____ with an additional claim period of two months thereafter. This Bank Guarantee shall be extended from time to time for such period as may be desired by _____ (Bidder). We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the client serves upon us a written claim or

demand.

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

6. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

7. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

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

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

WITNESS NO. 1

Bank
Represent
ative

---- (Signature)

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

Authorized

(Signature)

Full name,
Address (in legible

WITNESS
NO. 2

Attorney as per

power of

(Signature)

Attorney

No..... Full name and official

Dated.....

..... Address (in legible letters)

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