

Tender Notification for

“Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL”

NIT NO: CMC/BR/21-22/RB/AR/KB/935 DT: 15.12.2021

Due Date for Submission of Tender: 04.01.2022

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number: U40109DL2001PLC111527

Telephone Number: +91 11 4920 7239

Website: www.bsesdelhi.com

INDEX

SECTION – I: REQUEST FOR QUOTATION

SECTION – II: INSTRUCTIONS TO BIDDER

SECTION – III: TERMS AND CONDITIONS

SECTION – IV: SCOPE OF WORK

SECTION – V: PRICE FORMAT

ANNEXURE -A :BID FORM

ANNEXURE-B : PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

ANNEXURE-C :FORMAT FOR EMD BANK GUARANTEE

ANNEXURE-D TERMS & CONDITIONS FOR REVERSE AUCTION

ANNEXURE -E : NON-DISCLOSURE AGREEMENT

ANNEXURE-F : COMMUNICATION DETAILS

SECTION - I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL”**

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below.

The sealed envelopes shall be duly super scribed as-

“Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL”

“NIT NO : CMC/BR/21-22/RB/AR/KB/935”

BRPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.1).

Estimated cost of work	: Rs.5,25,00,000 (Including GST) for 1 Year (Initial order will be given for One (1) Year and extend for next one (1) Year on performance basis.)
Earnest money Deposit	: Rs.5,25,000/-
Cost of Tender form (Non- Refundable)	: Rs.1180/- (Including GST)
Validity Period	: 2 Years (from date of issuance of order), (Initial order will be given for One (1) Year and extend for next one (1) Year on performance basis.)
Tender documents on sale	: 15.12.2021 (working days)
Pre-Bid Meeting	: 21.12.2021 at 15:00 HRS on Webex with following link https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m56dd7734a4d0504f59d1362c0c2869eb
Date & time of Submission of Tender	: 04.01.2022 till 15:00 HRS
Date & time of opening of Tender (Opening of technical bid)	: 04.01.2022 till 15:30 HRS

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi:

**Head of Department
Contracts & Material Dept.
BSES Rajdhani Power Limited
I Floor, “C” Block, BSES Bhawan
Nehru Place
New Delhi -110019**

The tender papers will be issued on all working days up to the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesselhi.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

1.2.3 Tender document consists of the following:

- Request for quotation/ Notice Inviting Tender

- b. Instructions to bidders
- c. Terms & conditions, annexure
- d. Bill of Quantities/ Price Format / Bid form/BG Format

1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.

BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/work orders. Tender will be summarily rejected if:

(i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order /BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.

(ii) If Tender is received after due date and time.

1.3 Qualifying Criteria:-

The prospective bidder must qualify all of the following requirements to become eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

Technical Qualification Criteria

BRPL wishes to establish Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware. Software and GIS programmers in BRPL to a partner with rich experience in handling similar setup through multi-location presence.

The Vendor shall be responsible for 24*7*365 management of all the systems as per scope of work and Service Level Agreement between BRPL & Vendor. Vendor need to provide L1 & L2 onsite support. Scope does not include management of physical security , disaster management & business continuity. SME requirement (if any) to resolve the issue.

BRPL is having approx. 250 office/ grid locations divided into 22 divisions. It also has 1 Data center located at Nehru Place catering to office network and applications with approx. 300 Nos.

SERVICE DELIVERY MANAGEMENT:

Bidder shall provide detailed description for Service Delivery Framework for the complete project including transition plan and deliverables and project management methodology.

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- ❖ They should have adequate experience of executing works in Facility Management Services for IT (Data Center, Server/DB, Network & Hardware), Software & GIS in BRPL. They should have successfully completed in preceding five years:-
 - three similar completed works of value not less than amount equal to 40% of estimated cost put to tender

Or

Two similar completed works of value not less than amount equal to 60% of the estimated cost put to tender.

Or

One similar completed works of value not less than amount equal to 80% of the estimated cost put to tender.

- ❖ The bidder should have experience in providing skilled manpower for IT related activity like IT Infrastructure, Bill Processing unit, Support staff (ISU/R3/NON SAP), Dot Net Developers, SAP ABAP Developers, SAP BIW Developers and GIS Programmers as per the detailed scope of work attached as annexure I, in any power distribution / Utilities /SEB's/ Discoms/ other govt. organizations in any of the last 3 (Three) financial years (FY 2018-19, 2019-20 and FY 2020-21). Preference will be given to those bidders who are having the relevant experience in Delhi /NCR.
- ❖ The bidder shall submit all necessary documentary evidence (Work Order Copies, Performance certificates, other relevant documents) to establish that the bidder meets the above qualifying requirements.
- ❖ Bidder should have at least technical 500+maintenance engineers and software personnel's (i.e. Excluding of administrative staff) on its rolls at Delhi/NCR Office. Declaration on Notarized no judicial stamp papers with their qualification, experience & duration of service.
- ❖ Bidder should have executed at least one single work order for providing IT support services and maintenance of minimum 3000 IT assets including Desktops, Servers, Peripherals (Printers/Scanners) & Networking devices (Switches/ Routers) etc. across multiple locations (not less than 3 locations) in the last 7 years.
- ❖ Bidder should have executed at least one Contract for Software Programming & project execution.
- ❖ The bidder should have experience in providing 24x7x365 Service-Desk services (Service Desk Setup must be in India) to a customer having minimum 1000 users.
- ❖ The Bidder should have the following accreditations / certifications which is valid as on the date of issue of this RFP - ISO 9001:2008, ISO 20000, ISO 27001, SEI CMMi Level 3 or above.
- ❖ Bidder must have executed the Contracts of like nature under single contract and having extensive experience of carrying out similar type of Contracts.
- ❖ The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.
- ❖ The bidder should have a valid Registration/VAT/Service tax Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.
- ❖ The agency shall have office in **Delhi/ NCR.**

1.3.1 COMMERCIAL QUALIFYING CRITERIA :

- 1.3.1.1 Bidder should have minimum annual turnover of Rs.100 Crores during the last three financial years (2018-19, 2019-20, 2020-21). Bidder to provide UDIN based CA certificate / financial statement as proof of the same. .
- 1.3.1.2 Bidder must provide proof of having solvency of an amount equal to Rs. 1 Crore from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2021.
- 1.3.1.3 Entities that have been debarred/ blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.

1.3.1.4 The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

1.3.1.5 Bidder should have valid Registration No. of GST.

1.3.1.6 Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration.

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

- a) Firms who are debarred/ blacklisted in BRPL in the past & other utilities in India will not be considered.
- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by office inspection or by any other means and company's decision shall be final in this regard.
- c) No joint ventures/ consortiums are allowed.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- a) Last three Financial Years (FY 2018-19, FY 2019-20 & FY 2020-21) financial statement
- b) Bidder to submit UDIN based CA Certificate mentioning no dues pending as on date for all the statutory compliance like GST , PF and ESI etc.
- c) Details of constitution of the company (Proprietary/ Limited. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) No of Employees detail
- h) Premises Detail and addresses across India.
- i) Income Tax return for last 3 years

Note:

- a) Request to bidders please submit the index with mentioning page no of the bid against each qualification criteria as above.
- b) Technical Evaluation may include the presentation on company profile / credentials by the bidder to BRPL. Details shall be informed accordingly.

1.4 Bidding and Award Process:-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. BRPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(**two**) parts and submit in original + one copy to the following address

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
1st Floor, "C" Block, BSES Bhawan
Nehru Place
New Delhi-110019

PART A : **TECHNICAL BID** comprising of following:

- 1) EMD of requisite amount
- 2) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- 3) Documentary evidence in support of qualifying criteria
- 4) Technical Literature if any.
- 5) Any other relevant document
- 6) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period ,Payment terms ,BG etc

The technical bid shall also contain this tender Document with all pages signed & stamped with bidder's seal as an acceptance to the terms & conditions mentioned in this tender document.

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION V
TIME SCHEDULE

The bidders should complete the following within the dates specified as under:

S. No.	Steps	Comprising of	Due date
1	Technical/Commercial Queries, if any	All Queries related to RFQ- to be mailed to BRPL_Eauction@relianceada.com the following in Annexure VII format by two days before 21.12.2021 of Pre-Bid Meeting Date:	15.12.2021
2	Pre-Bid Meeting	On Webex at link as follows NIT - 935 - Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL. https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m56dd7734a4d0504f59d1362c0c2869eb Meeting number: 2522 880 6218 Password: 123456	21.12.2021, 15:00 HRS
3	PART-A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG, Check List Documents etc.	04.01.2022
4	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	04.01.2022

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation and only of the qualified bidders.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-III in this tender document. Training/details shall be provided to bidders before participation in auction.

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

In case RA is not conducted/concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

1.4.2 Award Decision

- a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.
- d) The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and bound on the bidders.

"Nil/Zero" Margin or Administrative Service Charges of Bidders will be considered as "Unresponsive". Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly on the bidders.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the market place rules or engage in behavior that disrupts the fair execution of the market place restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.

1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from BRPL. This includes all bidding information submitted.

All RFQ documents remain the property of BRPL and all bidders are required to return these documents to BRPL upon request.



BSES Rajdhani Power Limited

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

1.5 Contact Information

Technical or commercial clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address:

	Technical	Commercial
Contact Person	Head (IT) Copy to :Head (Contracts)	Head (Contracts)
Mail ID	Nitin.Galande@relianceada.com	Ananda.Raj@relianceada.com
Address	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	Contracts & Materials Department., BSES Rajdhani Power Ltd, 1st Floor, "D" Block, BSES Bhawan, Nehru Place New Delhi-110019

SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES Rajdhani Power Ltd, hereinafter referred to as "The Company" are desirous of awarding work for "Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL". The Company has now floated tender for this work in BRPL as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope work for "Rate Contract for outsourcing of Manpower for Facility Management Services in IT (Data Center, Server/DB, Network, Hardware, Software and GIS Programmers) in BRPL". For details refer Section – IV.

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.
- 3.03.1 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be give to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and the company will in no case be responsible or liable for those costs.

5. BIDDING DOCUMENTS

5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

- Request for Quotation (RFQ) - Section - I
- Instructions to Bidders (ITB) - Section – II
- Commercial Terms & Conditions - Section –III
- Details of Resources - Section- IV
- Price Format - Section- V
- Annexure

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

(a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

(b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

9.01 The Bidder shall submit" Original 'Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from a nationalized/ scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders.
Earnest money given by all the bidders who are not technically qualified or techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work.
The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

(I) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
OR

(II) In the case of a successful Bidder, if the Bidder does not

(i) Accept the Purchase Order, or

(ii) Furnish the required performance security BG.

OR

(III) In the case of misrepresentation of facts influencing the bidding process.

OR

(IV) If the bidder is found to have submitted false or forged any of the documents/certificates/ information.

10.0 **BID PRICES**

- 10.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

Prices quoted by the Bidder shall be "**Firm**" and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price/PVC will be treated as non-responsive and rejected.**

11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier.

13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original

Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No. & Due date of opening“.

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid must be timely received by the Company at the address specified in Section-I.

16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture/Consortium is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Company 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.

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated. Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company

on any matter related to the Bid, it should do so in writing.

24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

25.00 THE COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided the bidder agrees to come to the lowest rate. Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and bound on the bidders.

"Nil/Zero" Margin or Administrative Service Charges of Bidders will be considered as "Unresponsive". Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities to any extent without any change in terms and conditions during the execution of the Order.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

29.0 CORRUPT OR FRAUDULENT PRACTICES

29.01 The Company requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Company:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Company of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III: TERMS AND CONDITIONS

1. Definition

The following terms & expressions as used in this order shall have the meaning defined and interpreted hereunder:

1.0 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number : U74899DL2001PLC111527, Telephone Number : +91 11 3009 9999, Fax Number : +91 11 2641 9833 , Website : www.bsesdelhi.com and shall include its authorized representatives, agents, successors and assigns

1.2 Contractor: The term "Contractor" shall mean successful bidder, and shall include its authorized representatives, agents, successors and assigns.

1.3 Order Rate: The terms Order Rate shall mean the rate as mentioned at Annexure for in this work order and payable to the contractor for the full and proper performance of the jobs covered under this work order.

1.4 Site: The term "Site" shall mean the working location in South & West Circle of BRPL

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be Head IT or their nominated representatives.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work under the order and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3.0 LANGUAGE AND MEASUREMENT:

The order issued to the contractor by the company and all correspondence and documents relating to the order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

4.0 SCOPE OF WORK:

As per section – IV of this tender document.

5.0 PRICING:

For the specified scope of work, BRPL shall pay rates for manpower to the bidder as finalized through this tender. The Prices are firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

The employees shall be eligible for annual increment based on yearly appraisals; increment slab shall be decided by the company (BRPL).

The incremental cost due to the appraisal process shall be passed on at actual in the contract. No incremental margin shall be payable.

Bonus as decided by BRPL shall be reimbursed on actual to the contractor post disbursement in the month of Oct/Nov before Diwali Festival.

The contract is on unit rate basis .Unit Rate shall be as finalized through this tender and this rate will be remain firm and final for 02 years, and are not subject to any escalation and variation for any reason whatsoever.

Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.



BSES Rajdhani Power Limited

Any change in the minimum wages during the contracting period, the impact only in the wages of the employees will be effected in the contract on actual basis. There will be no change on margin amount on account of revision in minimum wages.

6.0 TAX & DUTIES:

Prices shall be inclusive of all taxes and duties (Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

GST at actual shall be paid on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. You shall furnish your GST registration number.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

100% payment shall be released on monthly basis on submission of bill and duly verified by Officer In-charge.

The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check Point's given in check list. The check list shall be provided by Officer in Charge.

8.0 HUMAN RESOURCE CLAUSE:

- i. The contractor would execute these works through their own resources.
- ii. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also, the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii. **ID CARD:** No contractor will issue any ID cards to their staff on their own. All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only.
Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell.
Penalty will be imposed on the vendor in case of violation of the above rule.
Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.
- iv. The contractor to deploy their manpower immediately for carrying out the work as specified above.
- v. The contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the execution of the contract. At no point of time during the execution of contract, the contractor's employees shall insist upon the company for employment, wages, and allowances or any other related matter, payment etc.
- vi. The contractor shall not deploy the manpower below the age of 18 years.
- vii. The contractor shall not deploy the female manpower between 7 pm to 6 am
- viii. The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the company indemnified against all losses, damages and claims arising thereof. The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- ix. All safety wears required for the contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing company's work.
- x. The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the company at site. The company shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.
- xi. The contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following

- has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
- deduct and deposited ESI and PF contribution. Copies of the same shall be submitted
- Contractor shall disburse the salary of his staff through ECS only.
- xii. The contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the Engineer in charge immediately in writing.
- xiii. The company reserves the right to demand the contractor's services on holidays as well as beyond the normal working hours.
- xiv. The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the company's interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.
- xv. The contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- xvi. The contractor's employees shall not be treated as company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the company's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.
- xvii. The contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
 - a) The Child Labour (Prohibition and Regulation) Act, 1986.
 - b) The Contract Labour (Regulation and Abolition) Act, 1970.
 - c) The Employee's Pension Scheme, 1995.
 - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - e) The Employees State Insurance Act, 1948.
 - f) The Equal Remuneration Act 1976.
 - g) The Industrial Disputes Act, 1947.
 - h) The Maternity Benefit Act 1961
 - i) The Minimum Wages Act, 1948
 - j) The Payment of Bonus Act, 1965.
 - k) The Payment of Gratuity Act, 1972.
 - l) The payment of Wages Act, 1936.
 - m) The Delhi Shops & Establishment Act, 1954.
 - n) The Workmen's Compensation Act. 1923.
 - o) The Employer's Liability Act, 1938.

9.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

9.1 CONTRACTOR shall furnish the Contract Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Work Order.

9.2 The Contract Performance Bank Guarantee shall be of 10% of the total value of order and shall be valid till contract validity, plus three (3) months towards claim period.

9.3 The Contract Performance Bank Guarantee shall be issued from any nationalized/ scheduled bank as per company format.

9.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

9.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the Contract performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

10.0 STATUTORY PERMISSION/ APPROVALS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to :

The Contractor must submit the following before awarding First Order and these shall be renewed time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number, if applicable.
- e) PAN No.
- f) Labour License under Contract Labour Act (R & A) Act 1970

(All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy .
- h) Labour license before start of work.

Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

11.0 WORKMEN COMPENSATION:

The Contractor shall take at his own cost insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

The CONTRACTOR shall keep the COMPANY indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

The COMPANY shall be entitled to deduct from any money due to or to become due to the CONTRACTOR, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the CONTRACTOR shall abide by the decision of the COMPANY as to the sum payable by the CONTRACTOR under the provisions of this clause.

12. THIRD PARTY INSURANCE:

The Contractor shall, prior to commencement of the jobs under this Work Order, take at his own cost a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside agency/ company engaged or not engaged for the performance of the Services and arising out of the execution of the work or temporary work or in carrying out of jobs under this Work Order.

13. OTHER INSURANCE POLICY FOR LIFE COVER:

Group Accidental Insurance Policy

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death +Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be borne by BRPL. The contractor shall furnish copy of policy when demanded by BRPL.

COVID Guidelines:

Looking to the present Covid19 situation, Vendor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by MHA from time to time. Further vendor shall be required to provide to their staff masks/ sanitizers/ all PPE required for working in Covid19 situation. The vendor shall further ensure to work as per the guidelines of BRPL as per the instruction of the Engineer in charge.

Covid Insurance policy

Before commencing the execution of the work the CONTRACTOR shall take insurance policy for covering death against Covid 19 for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be borne by BRPL. The contractor shall furnish copy of policy when demanded by BRPL.

14. STAFF AND WORKMAN

- (I) It shall be responsibility of contractor, if applicable:
- a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.
 - b) To obtain workman insurance cover against deployment of workers etc.
- (II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely,
- a) Register of workmen.
 - b) Register of muster roll.
 - c) Register of overtime.
 - d) Register of wages.
 - e) Any other register as per latest amendment Labour Act.
- The records shall be in the prescribed formats only.
- (III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.
- (IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.
- (V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.
- (VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

15.0 SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

16.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- (ii) Comply with the procedures provided in the interests of Environment, Health and Safety
- (iii) Ensure that all of their employees designated to work are properly trained and competent
- (iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- (iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- (v) Provide details of any hazardous substances to be brought onsite
- (vi) Ensure that a responsible person accompanies any of their visitors to site

All contractors' staff is accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition.
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

17.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

18.0 FORCE MAJEURE:



BSES Rajdhani Power Limited

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion of this order.

19.0 SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of this provision, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

20.0 TERMINATION:

This Order shall be terminated, if any time you will fail to comply with Terms and Condition of the Contract, if performance in respect of quality of supplies /services provided by you found unsatisfactory and if undue delay in supply of material / provision of service without proper justification / approval for the same. We will be at liberty to terminate the said Rate Contract of giving 15 days clear notice to you.

21.0 EFFECTIVE DATE AND VALIDITY:

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of two (02) year.

This order shall become effective for all purposes from date of issuance and continue to remain in force for a period of Two year. The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.

After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.

20.0 ACCEPTANCE:

Acceptance of this order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, complete scope of work and the Contractors and Company's contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.

The Company reserved the right to instruct to change the Engineer, Supervisor, skilled / unskilled worker in case the workmanship or speed of work is not satisfactory.

21.0 VENDOR CODE OF CONDUCT:

Vendor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract.

In event of any such breach, irrespective of whether it causes any loss/damage, company (BRPL) shall have the right to recover loss/damage from Contractor.

The Contractor hereby indemnifies and agrees to keep indemnified the company (BRPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor or its officers, agents & representatives etc.

In the event of your not being in a position to complete the contract or any part of thereof for any reason whatsoever, the company will make alternative arrangement to complete the work at your cost, risk and responsibility.

- Any misconduct by the deployed resources , it is the responsibility of bidder to take appropriate action including termination with the consent of BRPL IT Team
- Bidder has to submit self attested ethical practice declaration on company's letter head , in order to avoid any unethical practices when they coming to the board. BRPL Management has full right to take appropriate action including termination against Bidder, if they found guilty.

However, during the course of the execution of the order if at any time the Companies representative observe and form an opinion that the work under the order is not being performed in accordance with the terms of this work order, the Company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the contractor.

BSES RAJDHANI POWER LIMITED

SECTION-IV: SCOPE OF WORK

1.0 Scope of Work (Infrastructure)

BRPL wishes to outsource its IT infrastructure support services to a partner with rich experience in handling similar setup through multi-location presence.

The Vendor shall be responsible for 24*7*365 management of all the systems as per scope of work with services rendered at least as per Service Level Agreement between BRPL & Vendor. Vendor need to provide L1 & L2 onsite support. Scope does not include management of physical security for access to said facilities, disaster management & business continuity.

BRPL is having approx. 250 office/ grid locations divided into 2 Circles and 21 divisions. It also has 1 Data Center located at Nehru Place is catering to office network and applications with approx.

SERVICE DELIVERY MANAGEMENT:

FM Vendor shall provide detailed description for Service Delivery Framework for the complete project including transition plan and deliverables and project management methodology.

PROJECT MANAGEMENT

FM Vendor will assign a dedicated Project Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between BRPL and the FM Vendor.

Project Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered.

Project Manager's responsibilities should essentially cover the following:

- Overall responsibility for delivery of the Statement of Work/s (SOW) and Service Level Agreement (SLA).
- Act as a primary interface to BRPL for all matters that can affect the baseline, schedule and cost of the services project.
- Maintain project communications through BRPL's Project Leader.
- Provide strategic and tactical recommendations in relation to technology related issues
- Provide escalation to FM Vendor's senior management if required
- Resolve deviations from the phased project plan
- Conduct regularly scheduled project status meetings
- Review and administer the Project Change Control Procedure with BRPL Project Leader.
- Identify and resolve problems and issues together with BRPL Project Leader
- Responsible for preparation and delivery of all monthly reports relating to the services being delivered

BRPL intends to get resource through partner in order to support IT Infrastructure and services. Partner must have rich experience in providing similar nature of job/setup through multi-location presence.

Bidder needs to provide Team Lead on site at the same time they must have L1, L2 for performance review of the resource and any escalation. Scope does not include management of physical security for access to said facilities, disaster management & business continuity.

BRPL is having approx. 250 office/ grid locations divided into 2 Circles and 21 divisions. It also has 1 Data Center located at Nehru Place and SCADA Data Centre at Balajee, which is catering to office network and applications with approx 3500 Node Points.

SERVICE DELIVERY MANAGEMENT:

Vendor shall provide detailed description for Service Delivery Framework for the complete project including transition plan and deliverables and project management methodology.

- Bidder need to share Escalation Matrix upto Top Management

PROJECT MANAGEMENT

FM Vendor will assign a dedicated Project Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between BRPL and the Manpower Vendor.

Project Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered.

Project Manager's responsibilities should essentially cover the following:

- Overall responsibility for delivery of the Statement of Work/s (SOW) and maintain desired SLA.
- Act as a primary interface to BRPL for all matters that can affect the baseline, schedule and cost of the services project.
- Maintain project communications through BRPL's Project Leader.
- Provide strategic and tactical recommendations in relation to technology related issues
- Provide escalation to bidder's senior management if required
- Resolve deviations from the phased project plan
- Conduct regularly scheduled project status meetings
- Review and administer the Project Change Control Procedure with BRPL Project Leader.
- Identify and resolve problems and issues together with BRPL Project Leader
- Responsible for preparation and delivery of all monthly reports relating to the services being delivered

TRANSITION MANAGEMENT

During initial eight weeks viz. initial period of taking over by Vendor after completion of all formalities, Vendor shall provide minimum agreeable services.

HELP DESK

Help Desk shall act as a single-point-of-contact for all service problems pertaining to hardware, software & network. The successful bidder shall maintain a dedicated centralized online Help Desk with a telephone number, E-mail and call tracking mechanism that will resolve problems and answer questions that arise from the use of the offered solution as it is implemented at BRPL. Users can log the queries / complaints, which should be resolved as per the Service Level requirements. The helpdesk queries / complaints can be related to Connectivity, Messaging, Security, Hardware, Software, Configuration and any other issues.

Help Desk software provided by BRPL will take care of classification, automatic escalation, management and status tracking and reporting of incidents as expected by the service level requirements. Status tracking should be available to users through telephone number as well as online through software.

- The Help Desk will respond to and resolve the problems as per the SLA.
- Problems shall be classified into various levels of priority mentioned in the SLA. The assigned priority for each problem shall depend upon:
 - The extent of the problem's impact on the usability of the system
 - The percentage of users affected by the problem.
 - The initial assignment of priorities is the responsibility of the Help Desk's Problem Manager on basis of SLA. However, BRPL can change the priority assigned to a particular problem and the procedures that exist for escalating a problem to progressively higher management levels, until agreement is secured.
- The precise definition of problem priorities should be documented in SLA.

Resources' RESPONSIBILITIES REGARDING HELP DESK:

HARDWARE AND SOFTWARE SERVICES

- Provide Support for hardware and software, including incident logging, assigning incident numbers and dispatching the appropriate support personnel or AMC vendor to remedy a problem
- Prioritize problem resolution in accordance with the severity codes and Service Levels specified
- Provide system status messages, as requested
- Maintain the defined help desk operational procedures
- Notify designated personnel of systems or equipment failures, or of an emergency
- Initiate a problem management record ("PMR") to document a service outage to include (for example) date and time opened, description of symptoms, and problem assignment (Level Two/Level Three), and track and report on problem status, as required
- Monitor problem status to facilitate problem closure within defined Service Level criteria or escalate, as appropriate
- Monitor PMR closure, including documented problem resolution
- Provide BRPL with complete and timely problem status through the problem tracking system, as requested
- Maintain an updated help desk personnel contact listing

MANAGEMENT SERVICE

- Provide “ownership-to-resolution” of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution via the problem management system;
- Record, analyze and report on calls received by the help desk, including:
 - Call volumes and duration,
 - Incident & Problem trends,
 - Call resolution time.
- Assign priorities to problems, queries, and requests based on the guidelines/SLA provided by BRPL
- Monitor and report to BRPL on maintenance vendor performance
- Provide input to BRPL on End User training requirements based on help desk call tracking and analysis
- Update contact list of users initially provided by BRPL

IMAC SERVICES (Install Move Add Change)

- Act as the point-of-contact for install and MAC requests and status
- Act as the interface for coordinating and scheduling all installations and MACs.

USER ORIENTED SERVICES

- Provide an interface for user requests, such as new user IDs, address changes, routing requests, and password changes.
- Advise the End User to take reasonable steps to backup information, if possible, prior to attempting to effect a resolution either by phone or hands-on during Desk Side Support Service; and
- Assist End Users with Office automation and E-mail “how to” and usage questions.

RESPONSIBILITIES REGARDING HELP DESK

- Help resources to define help desk call prioritization guidelines
- Provide updated contact listing (as a one-time activity) for use by help desk personnel in contacting appropriate personnel of BRPL for assistance/notification,
- Assist resources for resolution of problems, responsibilities or recurring problems, which are the result of End User error
- Provide an adequate level of system authority for all Hardware, Software and resources for which Resources/Team Lead has problem resolution responsibility and communications access
- Assist resources in the development of help desk operational procedures by providing input to, and review and approval of, such procedures (this shall be a one-time activity).

INSTALL, MOVES, ADDS, CHANGES (IMAC) Services

This Service provides for the scheduling and performance of install, move, adds, and change activities for Hardware and Software. Definitions of these components are as follows:

Install: Installation of desktop machines, servers, peripheral equipment, and network attached peripheral equipment, which form part of the existing baseline (new equipment needs to be procured by with installation services at the time of procurement).

Move: Movement of desktop machines, servers, peripheral equipment, and network attached peripheral equipment.

Add: Installation of additional hardware or software on desktop machines and servers after initial delivery (e.g. Additional RAM, CD ROM drive, sound card etc.).

Change: Upgrade to or modification of existing hardware or software on desktop machines and servers (e.g. Upgrade 2.4GB hard disk drive to 4.3GB).

Requests for IMAC shall be prepared depending on customer/ system requirements & shall be approved by BRPL. BRPL shall formulate guidelines for IMAC & communicate it to Central Team. All procurements shall be done by BRPL.

ASSET/ INVENTORY MANAGEMENT

Resources shall provide asset-tracking services for the IT assets of the BRPL.

- Resources shall create/ maintain hardware asset database by recording information like configuration details, serial number, asset code, location details, warranty and AMC.
- Resources shall ensure feeding baseline data of assets onto a software module developed for the purpose by BRPL.

- The database shall be regularly updated by the resource .The updating shall be required due to new installations, up-gradations of systems, change of location of systems, discarding of systems, sending of components for repairs etc.
- Resources at any time must be able to display to BRPL latest level of IT assets & inventories. It should be able to display assets sent for repairs & assets discarded & assets upgraded.
- Provide asset verification at least twice a year in presence of BRPL personnel.
- Resources shall provide regular MIS based on above to BRPL regarding need of new spares & components considering appropriate procurement time. The procurements shall be done by BRPL.
- Prior to completion of contract period, resources shall hand over all assets along with report of all services to new FMS Vendor/ BRPL staff. This is the responsibility of exit vendor as well to ensure the same.

VENDOR MANAGEMENT SERVICES

As part of this activity the Bidder's team will:

- Manage the vendors for escalations on support
- Logging calls and co-ordination with vendors
- Vendor SLA tracking
- AMC Tracking
- Management of assets sent for repair
- Maintain database of the various vendors with details like contact person, Tel. Nos., response time and resolution time commitments. Log calls with vendors Coordinate and follow up with the vendors and get the necessary spares exchanged.
- Analyze the performance of the vendors periodically (Quarterly basis)
- Provide MIS to BRPL regarding tenure of completion of AMC with outside vendors for software, hardware & networks maintenance in order that BRPL may take necessary action for renewal of AMC. Bidder shall also provide MIS regarding performance of said vendors during existing AMC.
- To interact with vendors as selected by BRPL for providing AMC for said systems.

ANTI VIRUS MANAGEMENT

This Service includes virus detection and eradication, logon administration and synchronization across servers, and support for required security classifications. The scope of service is applicable to the Anti-virus patch upgrade for desktops.

LAN & LOCAL SERVER ADMINISTRATION

Resource will provide for LAN and Server administration services including administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support for the Users from a central location.

NETWORK MONITORING & MANAGEMENT- WAN / VPN / INTERNET

This Service provides for the Availability Monitoring of the Wide Area network environment, including network connection devices, such as routers, and communication equipment. Management includes proactive monitoring and vendor management.

- Bidder's network management specialist resource will respond to BRPL's initial request within agreed service level objectives set forth.
- Monitor availability & Escalate to service provider and Notify BRPL for WAN Outages.
- Review the service levels of the network service provider (as per pre-defined schedules on SLA performance) along with BRPL.
- Provide network availability incident reports severity wise to BRPL in a format mutually agreed.
- Provide SLA performance management report of the Network Service Provider.
- **Fault Detection and Notification:** The bidder shall diagnose problems that could arise as part of the LAN/WAN network. These include connectivity problems due to failures in communication transport links, CPE, routing configuration points, or from software bugs etc.
- **Fault Isolation and Resolution:** All faults that have been identified need to be isolated and rectified appropriately. The resolution measures undertaken by the bidder and results produced accordingly shall be documented in the report.
- **Carrier Coordination:** Carrier Coordination implies providing a single point of contact to resolve network related problems involving carrier circuits, whether equipment or circuit related. When a

problem is diagnosed because of a WAN circuit, the bidder must coordinate with the corresponding carrier to test and restore the circuit. The bidder must take the responsibility and ensure that the problem is resolved.

- **Hardware/Software Maintenance and Monitoring:** This would include problem determination, configuration issues, and hardware and software fault reporting and resolution. All such issues would need to be recorded and rectified.
- **24x7 Network Monitoring and reporting:** The bidder shall monitor the network on a continuous basis using the NMS provided by BRPL and submit reports on daily, weekly and monthly basis with instances from the NMS system. System performance is to be monitored independently by the bidder and a monthly report mentioning Service up time etc. is to be submitted to BRPL. The report shall include:
 - Network configuration changes
 - Network Performance Management including bandwidth availability and Bandwidth utilization
 - Network uptime
 - Link uptime
 - Network equipment health check report
 - Resource utilization and Faults in network
 - Link wise Latency report (both one way and round trip) times.
 - Historical reporting for generation of on-demand and scheduled reports of Business Service related metrics with capabilities for customization of the report presentation.
 - Generate SLA violation alarms to notify whenever an agreement is violated or is in danger of being violated.
 - Any other reports/format other than the above mentioned reports required by BRPL

DATA CENTER OPERATIONS

- Regularly monitor and log the state of environmental conditions and power conditions in the Data center.
- Coordinate with BRPL and its vendors to resolve any problems and issues related to the Data center related to environment conditions, power, air-conditioning, fire, water seepage, dust, cleanliness, etc.
- Co-ordinate with the BRPL for implementing any changes that may be required towards the placement and layout of infrastructure within the Data center.
- Vendor shall monitor, log & report entire equipment & module operation on 24x 7 x 365 basis
- Shall perform periodic health checkup & troubleshooting of all systems & modules installed by consortium members & implement proactive rectification measures

SERVER ADMINISTRATION / MANAGEMENT

Bidder's resource will provide the server administration and monitoring service to keep servers stable, operating efficiently and reliably.

Shall provide administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, and providing administrative support for print, file, and directory, services.

Responsibilities

- Setting up and configuring servers
- Installation of the server operating system and operating system utilities
- Also reinstallation on event of system crash/failures
- OS Administration for IT system
- Manage Operating system, file system and configuration
- Ensure proper configuration of server parameters, operating systems administration and tuning
- Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc. using tool provided by BRPL
- Regular analysis of events and logs
- Apply OS Patches and updates
- Monitor & verify logs files and periodically clean up log files
- Ensure proper running of all critical services on the servers. Schedule and optimize these services
- Maintain lists of all system files, root directories and volumes
- Resolving all server related problems
- Escalating unresolved problems to ensure resolution as per the agreed SLAs
- Responsible for periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures

- Logical access control of user and groups on system
- Responsible for managing uptime of servers as per SLAs
- Server OS used in BRPL are Windows and Linux

DATABASE ADMINISTRATION SERVICES

- Undertake end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- Undertake tasks including managing changes to database schemes, disk space, storage, and user roles.
- Setting and tuning system parameters
- Building appropriate indexes, specifying large enough buffers and caches, aligning the database implementation with IT infrastructure, monitoring databases and applications, reorganizing databases, etc.
- Manage database upgrade or patch upgrade as and when required with minimal downtime
- Databases used in BRPL is Oracle and Ms SQL

BACKUP / RESTORE MANAGEMENT

To perform backup and restore management in accordance with mutually agreed to backup and restore policies and procedures, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on Servers and storage systems including interfacing with BRPL's specified backup media storage facilities;

Responsibility

- Backup and restore of data in accordance to defined process / procedure.
- 24 x 7 support for file & volume restoration requests
- Maintenance and Upgrade of infrastructure and/or software as and when needed.
- Performance analysis of infrastructure and rework of backup schedule for optimum utilization.
- Generation and publishing of backup reports periodically.
- Maintaining inventory of onsite tapes.
- Forecasting tape requirements for backup.
- Ensuring failed backups are restarted and completed successfully within the backup cycle.
- Monitor and enhance the performance of scheduled backups
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- Management of storage environment to maintain performance at optimum levels.
- Periodic Restoration Testing of the Backup
- Periodic Browsing of the Backup Media
- Management of the storage solution including, but not limited to, management of space, volume, RAID configuration, configuration and management of disk array, SAN fabric / switches, tape library etc.,
- Interacting with Process Owners in developing / maintaining Backup & Restoration Policies / Procedures
- To provide MIS reports as per agreement

PERFORMANCE MONITORING AND REPORTING

Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, Central Storage etc.

- Regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems, databases, applications etc. The system administrators shall also ensure that the logs are backed up and truncated at regular intervals.
- The administrators shall undertake actions in accordance with the results of the log analysis to ensure that the bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance
- Reporting to BRPL for all system performance monitoring

DESK SIDE TECHNICAL SUPPORT SERVICES

This Service provides maintenance for IT equipment (Desktop, Laptop & Printers), including preventive and predictive support, as well as repair and/or replacement/ up-gradation activity.

- Provide a single-point-of-contact to End Users for the resolution of Desk side related problems or to request an equipment upgrade or consultation;

- Provide Desktop maintenance services, corrective maintenance to remedy a problem, and scheduled health check to maintain the Desktop in accordance with manufacturers' specifications and warranties;
- Identify network, operational and software related problems and escalate to respective teams
- Implement Recovery Procedures
- Desktop/Laptop on-site and desk support;
- Printer (Local and network) support;
- Video Conference equipment Support
- Provide investigation, diagnosis, resolution and recovery for hardware/software problems. When unable to resolve, escalate to second or third level in accordance with Help Desk escalation processes.
- Maintain overall ownership of users issue & service ensuring that they receive resolution within a reasonable timeframe.
- Provide initial assessment of urgency and business impact on all support calls.
- Manage service requests, software installations, new computer setups, upgrades, etc.
- Provide enhancement request feedback to IT regarding technology environment and customer needs through the defined processes.
- Support the following technologies: IBM Lotus Notes, Microsoft Office products Word, Excel, Power point, Internet Explorer, Windows 7, Win 8 , Win 10 and Win19 desktops, laptops, printers, network, basic LAN/WAN connectivity and others as assigned.
- Ability to work independently and in a team environment.
- Ability to communicate well with internal and external contacts.

SERVICE MANAGEMENT CONTROLS

The Bidder must adhere to well-defined processes and procedures to deliver consistent quality services throughout its contractual period.

The bidder must define the processes/procedures which ensure the service delivery as per the required SLAs or exceed it. It should cover various equipment's such as all the Desktops, Laptops, Printers, Scanner or other site specific services, and the critical services and their supporting hardware, as defined in scope of work.

The resource of bidder is expected to carry the following system management controls during FMS period:

- INCIDENT MANAGEMENT
- TICKETING MANAGEMENT
- PROBLEM MANAGEMENT
- CHANGE MANAGEMENT
- AVAILABILITY MANAGEMENT

PERFORMANCE MANAGEMENT

The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the services, networks, applications, system software, and equipment within the scope shall be required. System tuning and optimization is an inherent part of this contract. Where warranted, the vendor will utilize capacity management data in combination with performance management data to identify ways to improve performance levels of the resources, extend their useful life, and request BRPL to approve revisions/upgrades to the computing and communications hardware, software and other equipment's such that higher levels of performance of the resources are obtained.

CAPACITY MANAGEMENT

The continuous monitoring, periodic analysis, and forecasting of the changes necessary to quantify capacity and configuration of finite resources comprising the computing and communication hardware and software infrastructure supported under this initiative by the Bidder. Categories of resources to be capacity managed include but are not limited to servers & system software.

SECURITY MANAGEMENT

The protection from unauthorized usage, detection of intrusions, reporting as required and proactive prevention actions are to be provided by the vendor.

Deliverables:

- Configuration & Change Management
- Policy Fine-tuning

- Release Management
- Backup & Restoration Management
- Fault Management
- Security Device/Appliance Restoration
- Problem Management

RESOURCES FOR PROJECT & SERVICE MANAGEMENT

The bidder shall adequate number of L1 & L2 personnel for reviewing and controlling manpower performance .Further there shall be one team leader available during dayshift, which would also be expected to be available on call in case of emergency requirement.

The bidder shall be required to depute on-site personals to meet the Services requirement as described above. All the resources deputed on-site should be as per Indian Labour Law and Bidder needs to retain existing support manpower linked with performance based increment in salary. Any resource to be posted at site needs to get interviewed and approved by the BRPL before posting on-site.

- **ONSITE SERVICE ENGINEERS** – Shall be required to undertake the responsibilities of Desktop support and Troubleshooting of multi-brand Hardware. Shall be required to undertake the responsibilities of System Administrator and Troubleshooting of multi-brand Hardware. OEM Windows/Linux certified engineer shall be required for System administration, repair & maintenance, with knowledge and expertise on the various Linux flavors and Windows Operating System. Microsoft certified Professional shall be required for Intel Servers
- **OPERATIONS MANAGEMENT RESOURCES** – The Bidder shall be required to deploy adequate number of engineers responsible for day-to-day operations (including back up etc.) and monitoring in each shift on all days of the week on 24x7 days.
- **GENERAL QUALIFICATION & EXPERIENCE OF RESOURCE PERSONS** – The engineers deployed for the job must have suitable qualification, experience and certification for the assigned job. If the service of particular personnel is not satisfactory, owner shall ask for the suitable replacement and the Bidder shall be required to provide backup manpower on next working day with replacement within 15 working days. Resources deploy should be at least 3 year Diploma/ Graduation holders with technical certifications w.r.t. their domains.
- **Training** - Bidder should also be responsible for the time to time training of resources on Soft Skill and Technical trainings to the relevant domains.
- Bidder's additional / proposed strength for the above mentioned Services in the Scope of Work would be as per the below criteria:

Levels	Minimum Experience in Years
L1 Resources	1-3 Year
L2 Resources	3-5 Years
L3 Resources	5 Years and above

FMS DURATIONS/ SERVICE LEVELS/ CRITICALITY

Typical Facility Management Services Availability & duration of their requirement are tabulated below for reference. BRPL may modify as per its own requirements.

SERVICE AVAILABILITY & CRITICALITY CHART		
SERVICE	DURATION	CRITICALITY
SERVICE DESK	24 Hours (12x6 from helpdesk and rest can be supported from datacenter)	URGENT-12X6 REST-HIGH
ASSET MANAGEMENT SERVICES	8X6	MEDIUM
VENDOR MANAGEMENT SERVICES	8X6	MEDIUM
AMC TRACKING	8X6	MEDIUM
DATACENTER & SERVER ADMINISTRATION	24X7	CRITICAL
DATABASE ADMINISTRATION SERVICES	24X7	URGENT
ANTIVIRUS & SECURITY ADMINISTRATION	8X6	URGENT
NETWORK MANAGEMENT-WAN	24X7	CRITICAL
NETWORK MANAGEMENT-LAN	12X6	HIGH
BACKUP & STORAGE MANAGEMENT	As Per Schedule	HIGH
DESKSIDE TECHNICAL SUPPORT	12X6	HIGH

CRITICALITY DEFINITION CHART

Support	Criteria	Maximum Response	Resolution Time
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to PURCHASER.	15 Minutes	2 Hours
High	The efficiency of users is being impacted, but has a viable workaround.	30 Minutes	4 hours
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	1 Hours	6 Hours
Low	A fault, which has no particular impact on processing of normal business activities.	2 Hours	12 Hours

Compliance Matrix:

Vendor will adhere to the under mentioned expected deliverables from BRPL. Vendor will understand the SCOPE OF WORK before giving the proposal.

S No.	Overall Expectations from vendor	Compliance	Remarks
1	Technical Deliverables		
2	Reporting & Documentation		
3	Desk Side Support		
4	Asset Management		
5	Vendor Management		
6	Server / Storage Support		
7	Network Support		
8	Security Support		
9	RCA & Service Improvement		
10	Service Improvement		
11	Nationwide Presence		
12	ISO certified for IT Services		

Manpower Summary:

<u>WORKAREA</u>	<u>NO. OF RESOURCES</u>
Field & LAN Support	34
Data Center Operational Team	20
SCADA Network Support	8
Telecom Network Support	2
Bill Processing Unit	4
Support Staff (ISU/R3)	2
Support Staff (ISU/FICA)	1
SAP ABAP Development	1
SAP BIW Development	1
SAP BASIS Administration	3
Dot Net Development	12
GIS Based Development	4
TOTAL	92

Note: The above count is indicative and minimum required resource anyway bidder needs to check and provide resource to keep the IT services up and running as per the service levels and criticality.

1 Manpower Requirement

Requirement and bifurcation of manpower with qualification and experience required in case new person joins is as per Table-1 (as mentioned below)

Total Resource requirement: 92 Nos – MANPOWER BREAKUP REQUIRED IN TABLE AS BELOW

The bidder shall submit the profile of the project manager to BRPL for short listing before deployment.

2 Field Infra Support and CSO NHP Infra Support resource

FMS Engineers are to be deployed as given below:

Table - 1

Work Area	Qualification	Experience	Location/ Division	Office Count	User Count	Current resource	Additional Required	Total Required
FMS Engineer	Bachelors Degree	1-2 Years	Najafgarh	9	80	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Jaffarpur	7	63	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Tagore Garden	9	123	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Mundka	7	106	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Palam	11	93	1	0	1

Work Area	Qualification	Experience	Location/ Division	Office Count	User Count	Current resource	Additional Required	Total Required
FMS Engineer	Bachelors Degree	1-2 Years	Dwarka	14	140	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Vikaspuri + Additional division	16	170	2	0	2
FMS Engineer	Bachelors Degree	1-2 Years	Janakpuri	16	143	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Punjabi Bagh	16	140	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Nangloi	10	68	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	HARI NAGAR+ C1 Janakpuri	1	98+66	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Khanpur	9	65	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Enforcement + Hudco	2	109	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Hauz Khas	8	72	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	R K Puram	11	101	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Alaknanda	11	98	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Nehru Place (except Head office)	10	74	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Nizammudin	7	117	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Saket	10	250	2	0	2
FMS Engineer	Bachelors Degree	1-2 Years	Sarita Vihar	7	107	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	Vasant Kunj	8	55	1	0	1
FMS Engineer	Bachelors/Degree	1-2 Years	VSNL	1	92	1	0	1

Work Area	Qualification	Experience	Location/ Division	Office Count	User Count	Current resource	Additional Required	Total Required
FMS Engineer	Bachelors Degree	1-2 Years	Building 20 Nehru Place	1	95	1	0	1
FMS Engineer	Bachelors Degree	1-2 Years	SAP OFFICE, Okhla	1	100	1	0	1
FMS Engineer +Help desk	Bachelors Degree	1-2 Years	Nehru Place Head Office	1	600	6	0	6
Asset Coordinator	Bachelors Degree	2 - 3Years	Nehru Place Head Office	183	3200	1	0	1
Lotus support	Bachelors Degree	1-2 Years	Nehru Place Head Office	191	3200	1	0	1
SAP support	Bachelors Degree	3-4 years	Okhla	NA	NA	1	0	1
Grand Total						34	0	34

3 Central Data Center and Network Resource

Job Title	Qualification	Work Area	Experience (For Backfill)	Current resource	Additional Required	Total Required	Salary Bracket per annum in lakhs
L1 Network Admin	Bachelors Degree, CCNA	24*7 Network Management of BRPL Office Network	2-4 Years Experience in Network support, link maintenance for at least 100 link environment, Have advance routing knowledge	7	0	7	3.5-4 lakhs
L1 Server /Storage /DBA /Backup Admin	Bachelors Degree	24*7 support to Server, Storage for Data Center Operations	2-4 Years Experience in Database support. Worked in Linux, Unix, Windows OS .Oracle database, SQL and My SQL expert	7	0	7	3.5-4 lakhs
L1 Help /Service Desk with Technical Support	Bachelors Degree	24*7 Support at OMS ,CAS Helpdesk	2 Years Experience in Database and application support.	3	0	3	2.75-3.5 lakhs per annum
L1 LAN Cabling and LAN Fault Identification and Cabling	Diploma, CCNA	LAN management of Entire BSES	2 Years Experience in Database and application support	3	0	3	3-3.5 lakhs per annum
Grand Total				20	0	20	

4 Telecom Resource

Job Title	Qualification	Work Area	Experience (For Backfill)	Current resource	Additional Required	Total Required	Salary Bracket per annum in lakhs
L1 Telecom Admin	Bachelors Degree, CCNA	Telecom Management of Entire BSES	2 Years Experience in Call Center / Avaya support	2	0	2	3.5-4 lakhs

5 SCADA IT Network Resource

Job Title	Qualification	Work Area	Experience (For Backfill)	Current resource	Additional Required	Total Required	Salary per annum in lakhs
L1 SCADA Network Admin	Bachelors Degree, CCNA	24*7 Network Management of BRPL SCADA Network	2-4 Years Experience in Network support, link maintenance for at least 100 link environment	7	0	7	3.5-4 lakhs
L2 SCADA Network Admin	Bachelors Degree, CCNP	24*7 L2 Level support for SCADA and Office network	3 -5 Years Experience in Network support, link maintenance for at least 100 link environment ,Have advance routing knowledge	1	0	1	4-5 lakhs
Grand Total				8	0	8	

Software Development and Support Requirement :

The manpower deployed shall carry out the work as per the scope defined in **Annexure- A**

Providing manpower of required skill level & experience for IT Department in BRPL. The manpower shall have to be deployed on need basis as and when advised by BRPL through out the period of validity of the contract. The deployment shall be within the time lines and the duration of such deployment shall also vary depending upon the requirement of the indenting department.

Final selection of the required manpower will by BRPL.

Any additional requirement for IT related manpower shall be catered by the bidder within the T&C of this tender.

<u>WORK AREA</u>	<u>NO. OF RESOURCES</u>	<u>JOB TITLE</u>	<u>QUALIFICATION</u>	<u>JOB EXPN.</u>	<u>TECHNICAL RESPONSIBILITY</u>
Bill Processing Unit	4	Batch Support	BE/B-Tech /MCA/BCA /Graduation	1-3 years	<ul style="list-style-type: none"> • Monitor the SAP Batch process. • Good Knowledge of Billing and FICA Batch Operations. • Knowledge of Batch Operations for Every Module of SAP ISU. • Basic Functional knowledge of ISU System. • Good Knowledge of MS Excel.
Support Staff (SAP/R3)	2	SAP/R3 Functional Support	BE/B-Tech /MCA/BCA /Graduation	1-3 years	<ul style="list-style-type: none"> • Provide Functional Support to end user. • Exposure of any SAP/R3 functional module or any other ERP module. • Preparation of Test Scenarios, Test Scripts and test data for unit testing • Support for User Acceptance Test
Support Staff (ISU/FICA)	1	ISU/FICA Functional Support	BE/B-Tech /MCA/BCA /Graduation	1-3 years	<ul style="list-style-type: none"> • Provide Functional Support to end user. • Exposure of ISU/FICA functional module • Preparation of Test Scenarios, Test Scripts and test data for unit testing • Support for User Acceptance Test.
SAP ABAP Development	1	ABAP Developer	BE/B-Tech /MCA/BCA /Graduation	3-5 years	<ul style="list-style-type: none"> • Work with developers to design algorithms and flowcharts • Data Modeling, Query Designing and Basic Knowledge of ABAP/4 language. • Produce clean, efficient code based on specifications • Integrate software components and third-party programs • Verify and deploy programs and systems • Troubleshoot, debug and upgrade existing software • Gather and evaluate user feedback • Recommend and execute improvements • Create technical documentation for reference and reporting. • Take part in the User Acceptance Test.
SAP BIW Development	1	SAP/BI/BO Functional Support	BE/B-Tech /MCA/BCA /Graduation	2-3 years	<ul style="list-style-type: none"> • Test the process requirement after Development/configuration. • To ensure that they meet the design specifications and overall requirements of the application functionality. • Maintain the Role and Rights of end user. • BIW Data Modeling, Query Designing and Basic Knowledge of BIW ABAP Functionality etc
SAP BASIS Administration	3	SAP BASIS Administration Support	BE/B-Tech /MCA/BCA /Graduation	5-7 years	<ul style="list-style-type: none"> • SAP Basis experience with Oracle DB knowledge • Experience in Implementation, Support & Maintenance, System Copies and Performance Tuning, • Enhancement Package Installation & System administration etc

					<ul style="list-style-type: none"> • Backup & Recovery strategy • Transport & User Administration, Authorization • SAP Basis Administration ABAP & JAVA stack with Oracle & Max DB databases. • Operating systems like SUN-Solaris, Linux and Windows etc. • Should be available to work in shifts to support 24X7 operations.
Dot Net Development	1	Solutions Architect & Database Designer	BE/B-Tech /MCA/BCA	12-15 years	<ul style="list-style-type: none"> • Act as the lead for the translation of business objectives and requirements in to functional solutions. • Lead brain storming sessions and identify areas for process improvements. • Prioritize goals and objectives, and monitor the work of others. • Design and develop technical solutions based on existing technologies • Define the detailed database design, including tables, indexes, views, constraints, triggers, stored procedures, and other database. • Work with developers to design algorithms and flowcharts. • Manage Training and User Acceptance Testing program • Prepare and document testing requirements as well as all test data.
	2	Senior Software Engineer (Dot Net Developer)	BE/B-Tech /MCA/BCA	7-10 years	<ul style="list-style-type: none"> • Produce clean, efficient code based on specifications • Experience in 3rd Party libraries / frameworks for image manipulation, Google data APIs, Payment Gateways integration, QR Reader APIs • Integrate software components and third-party programs • Verify and deploy programs and systems • Troubleshoot, debug and upgrade existing software • Gather and evaluate user feedback • Recommend and execute improvements • Create technical documentation for reference and reporting. • Take part in the User Acceptance Test.
	1	Software Engineer (C/C++ Developer)	BE/B-Tech /MCA/BCA	5 years	<ul style="list-style-type: none"> • Strong skills in Object-Oriented software design and development, design pattern, framework, n-tier architecture. • Responsible for the C/C++ development, testing and deployment. • Test the C/C++ development after configuration. • To ensure that they meet the design specifications and overall requirements of the application functionality, related to C/C++ application.

	2	Software Engineer (Dot Net Developer)	BE/B-Tech /MCA/BCA	5 years	<ul style="list-style-type: none"> • Web Development Platforms: ASP.NET MVC, ASP.NET(C/VB), Web Services (Soap &Rest), Web API etc • Responsible for the development, testing and deployment. • Test the development after configuration. • To ensure that they meet the design specifications and overall requirements of the application functionality. • Capable to envelop and use Web services.
	1	Web Site / Liferay Developer	BE/B-Tech /MCA/BCA	3-5 years	<ul style="list-style-type: none"> • Expertise in design & development of Liferay product in Java platform. • Experience in development in J2EE, XML, XSLT, XSD, HTML5, AJAX, JQuery, and JavaScript. • Should have experience with configuration/customization of Liferay Portal • Experience in portal & web content management system • Knowledge of database and integration technologies. • Sun Java certification preferred.
	1	Web Site / Liferay Sever Administrator	BE/B-Tech /MCA/BCA	6-8 years	<ul style="list-style-type: none"> • Experience in Linux Server Administrator • Experience in Oracle database administration • Website / Liferay Server performance monitoring, configuration and maintenance. • Experience in web server security parameters & implementation
	1	Android / IOS Developer	BE/B-Tech /MCA/BCA	5 years	<ul style="list-style-type: none"> • Experience in JAVA and KOTLIN • Experience in MVVM, MVC and MVP • Experience in online/offline management • Experience in REST and SOAP API, JSON and XML parsing • Experience in Jetpack component • Experience in SDK and NDK • Experience in Objective C and Swift
	3	Application Support & Testing	BE/B-Tech /MCA/BCA /Graduation	2 years	<ul style="list-style-type: none"> • Experience in software development • Experience in front end functional and database testing • Experience in API testing through POSTMAN • Experience in creating testing and functional documents, PPT and Excel • Experience in handling support calls and aggressive approach on resolution of complaints
GIS Based Application Development	3	GIS Developer (ESRI- ArcGIS / ArcObject)	BE/B-Tech /MCA/BCA	5 years	<ul style="list-style-type: none"> • Experience with ArcGIS Server 10.X development and knowledge to work on Map Services • Experience with ArcGIS 10.X customization of web applications using ArcObjects and ArcGIS Java APIs 3.4 above • Experience in GIS Open layers. • Experience in implementation of Workflow manager

					<ul style="list-style-type: none"> • Experience with creating Server Object Extensions (SOE) for ArcGIS Server • Experience with ArcGIS Server extensions like Schematics, Network Analysis • Good Knowledge on ArcSDE Versioning concepts and editing GIS data on web • Experience with Oops, ASP.NET, C# and .Net framework 3.5 / 4.0 or above • Experience in creating and consuming Web Services and WCF services, MVC architecture. • Experience in Dojo Framework and J-query. • Working Knowledge of RDBMS. • Experience with Oracle in PL/SQL & T-SQL programming.
GIS Based Android Development	1	GIS Android Developer	BE/B-Tech /MCA/BCA	3 years	<ul style="list-style-type: none"> • Working knowledge of OOPS concepts • Should have experience an Android Developer using Java, Android SDK, Android NDK • Experience in publishing an application on the Google Play store • Experience in design patterns mobile architecture using frameworks such as MVVM/MVC/MVP. • Experience in remote data via REST and JSON • Work on bug fixing and improving application performance • Working knowledge of the general mobile landscape, architectures, trends, and emerging technologies • Experience in developing mobile GIS applications using ArcGIS Runtime SDK for Android • Solo developer for android applications with using ESRI ArcGIS API. • Working Knowledge of RDBMS. • Experience with Oracle in PL/SQL & T-SQL programming.
TOTAL	28				

The deployment shall be as per instruction of Engineer-In-charge

Replacement against Non- Performance/ Resignation/ Absconding Resource:

Contractor has to provide immediate resource within one week against Non-Performance/ Resignation/ Absconding Resource.

Further, BRPL has also right to route right technical resource to the payroll of Contractor against vacant position, sourcing from market/ any other vendor, in case Contractor not able to deliver.

The contractor shall in no case charge any amount from the resources as joining fee/misc. fee.

Annexure-5 (Service Level Agreement)

Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

1. Trigger a process that applies Purchaser and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
2. Makes explicit the performance related expectations on performance required by the Purchaser
3. Assist the Purchaser to control levels and performance of services provided by Supplier
4. This SLA is between Supplier and Purchaser.

Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised timely as per SLA Change Control described later in this document.

Service Level Agreements & Targets

This section is agreed to by Purchaser and Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

Table 2: Service Level Chart

Contractor has to submit 5 CVs after initial screening; moreover he has to ensure that CVs submitted must complies technical requirement of BRPL.

Replacement of Resources

If the service of particular personnel is not satisfactory, BRPL shall ask for suitable replacement and the Bidder shall be required to provide backup manpower on next working day with replacement within 15 working days.

Contractor shall ensure availability of manpower / resources at all point of time during the contract period, under all circumstances. Contractor shall be entirely responsible for providing qualified / competent employee in place of employee who resigns or leaving the organization, to the full satisfaction of BRPL within the timelines as required by BRPL. BRPL shall not be responsible for the additional cost to be incurred by the contractors if any in increase of CTC if required in the process of selection of replacement resource.

Failing the above, he will be liable for penalty for Rs.1000/day on account of every day delay beyond 15 days from the date of leaving of resource.

Service	Parameter	Service Level	Validation	Penalty
Helpdesk	Resolution of ticket logged as per the Severity definition chart	99%	Reports Generated from Ticket logging	95%-99% calls resolved in specified time: 2% penalty on the monthly FMS charges

			system	90% - 95% calls resolved in specified time: 5% penalty on the monthly FMS charges
Asset / Inventory Management	Provide Monthly MIS Asset Inventory	95%	Report	0.2% of monthly FMS charges
	Conduct Annual Physical Asset verification	100%	Management approval of Physical Asset Verification report	0.5% of Yearly FMS charges
Desk Side Technical support Services	Resolution of ticket logged as per the Severity definition chart	95%	Reports Generated from Ticket logging system	1% of monthly FMS charges
Supplier Management Services	Evaluation of Supplier Performance on quarterly basis	100%	Management approval of Supplier Performance evaluation report	0.5 % of Quarterly FMS charges
	Tracking of Supplier SLA & tickets logged with suppliers	95%	Status of tickets logged with Suppliers	0.5% of monthly FMS charges
Antivirus Management	Rollout of latest anti-virus definition file on work stations and Servers on being made available on Supplier's website	98%	Reports Generated from Anti Virus software console	1% of monthly FMS charges
Network Monitoring & Management	SI to monitor the availability of the network link for 99% uptime. SI should measure link availability on a monthly basis.	99%	Downtime reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly FMS charges of that utility, if the reports are not submitted by the SI. Important: A separate SLA will be signed with bandwidth provider.
Network Monitoring & Management	Resolution of ticket logged related to Networks	99%	Reports Generated from Ticket logging system	2% of monthly FMS charges
	Data Centre Network Availability	99.80%	Report	• 2% of monthly FMS charges for less than 99.8%
	Minimum of 99.8% uptime measured on a monthly basis			• 3% of monthly FMS charges for less than 98.0%

				• 5 % of monthly FMS charges for less than 95%
	Remote Offices Network Availability	98%	Report	• 2% of monthly FMS charges for less than 98%
	Minimum of 98% uptime measured on a monthly basis			• 3% of monthly FMS charges for less than 97%
				• 5 % of monthly FMS charges for less than 95%
Data Centre Operations	MIS reporting on physical and environmental conditions controls	95%	Report	0.2 % of monthly FMS charges
	MIS reporting of health checkup of all systems & modules installed	95%	Report	0.2 % of monthly FMS charges
Server Administration / Management	Rollout of patches (OS, infra level) on workstations and Servers after patch being approved on test environment	98%	Patch update report	0.5% of monthly FMS charges
	Uptime of app servers	99.80%	Report	• 2% of monthly FMS charges for less than 99.8%
				• 3% of monthly FMS charges for less than 98%
				• 5 % of monthly FMS charges for less than 95%
	Uptime of servers	99.8%	Report	• 2% of monthly FMS charges for less than 99.8%
				• 3% of monthly FMS charges for less than 98%
				• 5 % of monthly FMS charges for less than 95%
Database Administration services	MIS report of database scheme, disk space, storage and user role	99%	Report	0.5% of monthly FMS charges
Backup/Restore Management	The bidder should take backup as per the backup schedule defined by utility	99%	Report	If the negligence is found in monthly audit, the Bidder would be penalized a sum of Rs. 5,000/- per negligence.
	Utility would periodically (once a six months on a random day) request the bidder to restore the backup data	100%	Report	Rs 5000/- for every restore test failure

Resource Management	Number of shift days for which resource present at the designated location / Total number of shift days	98% averaged over all resources designated for SI services - calculated on a monthly basis	<ul style="list-style-type: none"> • Attendance track • Call Log • Audit calls/ Visits Measured on a monthly basis 	If the resource availability is less than 95%, then payment shall be deducted based on the pro- rata basis. (Total FMS cost per day divided by nos. of persons deployed) Further deduction Rs.2,000/- per day per engineer/shall also be made on account of loss of Utility/ Services
Resource Management	Resource provided is not as per specified certification / experiences	100% of the resource given	Experience Certificate of FMS personnel submitted by Supplier to Utility	Per day deduction = 0.5 * (Monthly value for that manpower as per SOR) / 30
Replacement of Resource	Providing proper replacement in lieu of resignation/ absenteeism/ non-performing manpower	Within 15 days	From the date leaving the organization	Rs.1000 per day

Note: The total cumulative penalty shall not exceed 10% of the monthly billing value.

Uptime Calculation for the month:

$$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100\}$$

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment, is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.

The Purchaser would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Utility and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/ service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
2. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the Supplier.
3. Bug in any application which causes the non-availability of the service.

If the utility elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until the utility releases the machine / equipment to the Bidder for remedial action.

Breach of SLA

In case the bidder does not meet the service levels mentioned as per above table, for three (3) continuous time-periods as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Bidder to meet agreed timeline defined by BRPL against the service calls
2. Failure of not meeting the timeline Bidder has to pay penalty There will be penalty of 1% of monthly billing if the performance level is above 95% and below 98% against defined SLA. Similarly penalty would 2% of monthly billing, if performance level is below 90% against SLA.
3. Any constraint and dependency from BRPL end , waiver of the penalty is discretion of **IT Head, BRPL.**
4. Purchaser issues a show cause notice to the Supplier on regular non performance.
5. Supplier should reply to the notice within three working days.
6. If the Purchaser authorities are not satisfied with the reply, the Purchaser will initiate termination process as per termination clause

Exclusions

The Supplier will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

1. Delay in execution due to delay (in approval, review etc) from Purchaser's side. Any such delays will be notified in written to the IT Team.
2. The network links will be provided by a third party and the Supplier will monitor and report any problems on behalf of third party. If Supplier notifies and Purchaser approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking Supplier's SLA parameters (Also reduced from total service time).

Monitoring and Auditing

IT Team of Purchaser will review the performance of Supplier against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review /Audit can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible.

The Supplier's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include —actual versus target. SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Purchaser's IT Team.

Issue Management Procedures

a) General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

b) Issue Management Process

Either Purchaser or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

- Purchaser and the Supplier's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of Purchaser and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

SLA Change Control

a) General

It is acknowledged that this SLA may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

1. A process for negotiating changes to the SLA.
2. An issue management process for documenting and resolving particularly difficult issues.
3. Purchaser and Supplier management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

b) SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser's monthly review meetings.

c) Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and Supplier management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1. All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
2. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

Termination Process:

BRPL reserve the rights to terminate the FMS contract on the basis of non-performance of the FMS vendor for continuous 3 months with a notice period of 3 months.

SECTION-V: PRICE FORMAT

S.No.	Item Description	UNIT	No of Manpower	CTC (Rs.)	Service Margin (Rs.)	Amount with CTC + Service Margin
						(Rs.)
A	i) Monthly cost for IT Hardware resources	MONTH	62	20,71,375		
	ii) Monthly cost for IT Software resources	MONTH	19	9,43,527		
	iii) Monthly Cost of Miscellaneous SLA Services	MONTH	11	6,56,846		
B	Monthly conveyance & mobile reimbursement for 55 nos. resource (55x996)	MONTH	55	996	NIL	54,780
C	Monthly cost for Project Manager for overall supervision of the above manpower	MONTH	1	37,165		
D	Total Monthly cost (A+B+C)	MONTH				
E	Total Annual cost for 93 nos. resources (D x 12)					
F	GST@18%					
G	Total annual cost for 93 nos. including GST (E+F)					

Note :

- 1) Rate for the scope of work as defined in Section – IV of this tender document.
- 2) Annual increment / Yearly appraisals if any applicable shall be decided by BRPL. The incremental cost due to the appraisal process shall be passed on at actual in the contract. No incremental margin shall be payable.
- 3) Fixed Service Margin - Any variance in CTC/ minimum wages will not affect the service margin and it will remain constant throughout the contract period.
- 4) Any change in the minimum wages/ statutory compliance during the contracting period, the impact only in the wages of the employees will be effected in the contract on actual basis. There will be no change on margin amount on account of revision in minimum wages/ statutory compliance.
- 5) Contractor shall ensure availability of manpower / resources at all point of time during the contract period, under all circumstances. Contractor shall be entirely responsible for providing qualified / competent employee in place of employee who resigns or leaving the organization, to the full satisfaction of BRPL within the timelines as required by BRPL. BRPL shall not be responsible for the additional cost to be incurred by the contractors if any in increase of CTC if required in the process of selection of replacement resource.

Bidder Person's Name

Bidder Contact No

Bidder's Company Name

ANNEXURE - I

1. The Contractor should obtain and submit the following details before commencement of work.
2. Certificate of registration under Contract labour (R & A) Act 1970.
3. PF Code No. and all employees to have PF A/c No. under PF Act, 1952
4. All employees to have a temporary or permanent ESI Card as per ESI Act.
5. ESI Registration No.
6. To follow Minimum Wages Act prevailing in the state.
7. Salary/ Wages to be distributed not later than 7th of each month in presence of
8. Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill.
9. To maintain Wage cum Attendance Register.
10. To maintain First Aid Box at Site.
11. GST registration number.
12. Workmen compensation policy.
13. Third party Insurance Policy.
14. Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services) Act 1996.
15. The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
16. The CONTRACTOR shall give a written declaration / undertaking on or before 17th of the following month that he has complied with the following:
 - Has paid minimum wages to his manpower.
 - Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

ANNEXURE – II

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BRPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno- Commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event. Reverse auction shall be governed by following terms and conditions:

- 1) BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).
- 2) BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the bidder.
- 3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
- 5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
- 6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by BRPL.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BRPL.
- 11) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BRPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.
- 12) In case RA is not conducted/concluded for any reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

ANNEXURE- III - BID FORM

To

Head of Department

Contracts & Material Deptt.

BSES Rajdhani Power Ltd

I Floor, "C" Block, BSES Bhawan

Nehru Place, New Delhi-110019

Sir,

1. We understand that BRPL is desirous of carrying out in its licensed distribution network area in Delhi
2. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent
3. .If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
4. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest, or any bid you may receive.

There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2021

Signature..... In the capacity of
.....duly authorized to sign for and on behalf of(IN
BLOCK

CAPITALS).....

ANNEXURE-IV

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value).And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event



BSES Rajdhani Power Limited

of any dispute between the Purchaser and Supplier until the dispute is settled (provided that d1e claim! demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including . Unless a demand to enforce a claim under this guarantee is made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 2021 at

1. For Bank

2. Signature Name

Power of Attorney No:

Banker's Seal

ANNEXURE-V

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [*name of the Bidder*] (herein after called the "Bidder") has submitted its bid dated[*date of submission of bid*] for the supply of [*name and/or description of the goods*] (here after called the "Bid").

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*],having our registered office at[*address of the registered office of the bank*](herein after called the "Bank"),are bound unto BSES Rajdhani Power Ltd., with it's Corporate Office at BSES Bhawan, Nehru Place, New Delhi-110019 ,(herein after called —the "Purchaser")in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2021_____.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form ; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s).

This guarantee will remain valid for 6(six) months after last date of receipt of tenders, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

ANNEXURE-VI

Communication Details

Bidder should furnish the below details for future communication:-

<u>GENERAL INFORMATION</u>	
NAME OF COMPANY	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

ANNEXURE-VII

Pre – Bid Query Format

S.No	Query Type Technical/ Commercial	Page No	Clause No	BRPL Clause	Bidder Query	Bidder Company Name	Bidder Contact Person	Bidder Contact No	Bidder Email ID
1									

APPENDIX - VIII

LITIGATION HISTORY

Year	Name of client	Details of contract & date	Cause of Litigation/ arbitration and dispute	Disputed amount

APPENDIX - IX

CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

Year	Name of client	Details of contract & date	Value of outstanding work	Estimated completion date

APPENDIX - X

FINANCIAL DATA

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 20-21	FY 19-20	FY 18-19	FY 17-18	FY 16-17
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

Annexure - XI
COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	2 Years from the due date of submission or amended due date of submission	
2	Price basis	As mentioned in Schedule – V	
3	Payment terms	100% payment shall be released on monthly basis on submission of bill and duly verified by Officer In-charge. The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check Point's given in check list. The check list shall be provided by Officer in Charge.	
4	Contract Period	2 Years - Initially rate contract will be given for One (1) Year and extend for next one (1) Year on performance basis	
5	Liquidated damages	As per Page no 41 Table 2 of Service Level agreement and in Tender.	
6	Performance Bank Guarantee	As per Page no 17 of Tender	

CHECK LIST

Sl No	Description	Compliance
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED AND STAMPED	YES/NO
4	BILL OF QUANTITY (UNPRICED)	YES/NO
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO
6	TECHNICAL BID	YES/NO
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
8	FINANCIAL BID (IN SEPARATE SEALED ENVELOPE)	YES/NO
9	EMD IN PRESCRIBED FORMAT	YES/NO
10	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO
11	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
12	FINANCIAL DATA IN TABULAR FORMAT	YES/NO
13	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS	YES/NO
14	BANK SOLVENCY CERTIFICATE ISSUED BY BANK NOT LESS THAN 01.04.2021	YES/NO
15	NO LITIGATION CERTIFICATE ON LETTERHEAD	YES/NO
16	INDEX OF QUALIFICATION CRITERIA TABLE WITH PAGE NO.	YES/NO
17	BLACK LISTING CERTIFICATE ON LETTERHEAD	YES/NO