

**TENDER NOTIFICATION FOR**

**PROCUREMENT OF SERVERS AND STORAGES  
FOR DATA CENTER IN BRPL**

**NIT NO: CMC/BR/22-23/RB/PR/MS/1028**

**Tender Date:09.06.2022**

**Due Date for Submission: 29.06.2022, 1530 HRS**

**BSES RAJDHANI POWER LTD (BRPL)**

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

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

**SECTION – I: REQUEST FOR QUOTATION****1.00 Event Information**

BRPL invites sealed tenders in 2 envelopes for following scope of work

Sl. No.	Description	Estimated Cost (Rs.)	Qty.	Delivery & Installation at
1	PROCUREMENT OF SERVERS AND STORAGEES FOR DATA CENTER IN BRPL	2.16 Crores	As per BOQ	BRPL Store/Sites

The bidder must qualify the requirements as specified in clause 2.0 stated below.

All envelopes shall be duly super scribed “ PROCUREMENT OF SERVERS AND STORAGEES FOR DATA CENTER IN BRPL” DUE ON 29.06.2022, 15.30 HRS”.

- 1.00 The schedule of specifications with detail terms & conditions 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. The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsedelhi.com --> Tenders --> BSES Rajdhani Power Ltd --> Open Tenders**”.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.

- 1.02 Bids will be received upto 29.06.2022, 15.30 HRS at the address given at 3.01 below. Part A of the Bid shall be opened on 29.06.2022, 16:00 HRS. Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

- 1.02.1 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof in the event of following

- (i) **Earnest Money Deposit (EMD)** of value Rs 4,32,000/- is not deposited in shape of Demand Draft/Pay Order/Banker's Cheque /Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (ii) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
- (iii) Complete Technical details are not enclosed.
- (iv) Tender is received after due date and time.
- (v) Technical offer contains any prices
- (vi) Prices are **not FIRM** and subject to Price Variation

## 2.0 **QUALIFICATION CRITERIA:-**

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.

### **Technical Qualification Criteria**

1. The bidder must be registered under the Indian Companies Act. Certificate of Incorporation to be submitted in this regard along with their address.
2. The Bidder/OEM must share at least 5 projects of similar nature, PO Copy along with completion certificate to be submitted in this regard.
3. The bidder should submit the MAF for the product that is being proposed/used as part of the project, as per the Annexure attached in the RFP, specific to this tender issued by OEM/ Principal authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM/ Principal for the support and spares till the warranty period.
  - a) The bidder having ISO Certification shall be preferred.
  - b) The bidder should have an experience of 5 end to end installations & commissioning during last 3 years. Copy of Completion Certificate to be enclosed.
  - c) Customer References: Bidder shall submit the name of 2 sites for reference where they have delivered and installed Servers and Storage of similar capacity in FY 20-21/21-22.
4. Bidder has to submit an undertaking for support service 24x7 during Warranty/AMC period and an undertaking for all necessary spares pertaining to server and storage must be available as per requirement during warranty period.

### **Financial Qualification Criteria:**

1. Bidder should have minimum annual turnover of Rs.20 Crores during the last three financial years (2019-20, 20-21, 21-22). Bidder has to submit UDIN based CA certificate / financial statement as proof of the same. .
2. Bidder must provide proof of having solvency of an amount equal to Rs. 2 Crore from any nationalized/ scheduled commercial bank.
3. An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity utilities.
4. The bidder must have valid PAN No., GST Registration Number
5. The bidder shall submit a "NO LITIGATION" statement as per attached format.

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 2019-20, FY 2020-21 & FY 2021-22) 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

**ALL OTHER TERMS AND CONDITIONS OF THE NIT , INCLUDING BALANCE QUALIFYING CONDITIONS, SHALL REMAIN THE SAME.**

Notwithstanding anything stated above, BRPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Bidders already qualified against previous tenders for similar requirement ALSO NEED TO SUBMIT the documents in support of qualification criteria.

**3.00 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 will be distributed to all participating bidders through website.

**3.01 BID SUBMISSION**

The bidders are required to submit the bids in 2(two) parts to the following address

**Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
1<sup>st</sup> Floor, C Block**

**BSES Bhawan, Nehru Place  
New Delhi 110019**

PART A: TECHNICAL **BID** comprising of following (1 original + 1 copy)

- EMD in prescribed format
- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria
- Technical Details / Filled in GTP/Type test report etc
- Qualified Manpower available & Organization Chart
- Testing Facilities
- Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
- Original Tender documents duly stamped & signed on each page as token of acceptance
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc

PART B: FINANCIAL **BID** comprising of (1 original only)

- Price strictly in the Format enclosed indicating Break up of basic price, taxes & duties, transportation etc

**3.02 TIME SCHEDULE**

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

S. No.	Steps	Date
1	Last date of sale of bid documents	29.06.2022, 15.30 HRS
2	Prebid Meeting	14.06.2022, 1400Hrs. on Webex at <a href="https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m5cf4d37218b9c525bc10074096ffe32e">https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m5cf4d37218b9c525bc10074096ffe32e</a>
3	Last date of receipt of bid documents	29.06.2022, 16.00 HRS
4	Date & time of opening of tender – Part A	29.06.2022, 16.00 HRS

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 cover which 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.

**PART B:** This envelope will be opened after techno-commercial evaluation and only of the qualified bidders.

**REVERSE AUCTION:** Purchaser reserves the right to use **REVERSE AUCTION** through SAP-SRM as an optional tool as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in this event

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

**BIDS RECEIVED AFTER DUE DATE AND TIME MAY BE LIABLE TO REJECTION**

4.00 **AWARD DECISION**

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award other suppliers who are found fit.
- 4.04 Qty Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.
- 4.05 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders.

**If the quantity is to be split, quantity distribution shall be in the manner detailed below:**

- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
- b) If the quantity is to be split among 3 bidders, it will be done in the ratio of 60:25:15 on L1 price.
- c) Order can be split between server and storage separately in bidders.

Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (03) bidders.

5.00 **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. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace 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 marketplace.
- Breach of the terms of the published in Request for Quotation/NIT.

#### 6.00 **SUPPLIER CONFIDENTIALITY**

All information contained in this RFQ is confidential and shall 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 suppliers are required to return these documents to BRPL upon request.

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

#### 7.00 **CONTACT INFORMATION**

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address. The same shall not be communicated through email/phone

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	MR. NITIN GALANDE	MR. RAKESH BANSAL
<b>Address</b>	BSES RAJDHANI Power Ltd , Tender Room, 3 <sup>rd</sup> Floor ,D-Block, BSES Bhawan Nehru Place , New Delhi -110019	BSES RAJDHANI Power Ltd , Tender Room, 1 <sup>st</sup> Floor ,C-Block, BSES Bhawan Nehru Place , New Delhi -110019
<b>Email</b>	<a href="mailto:nitin.galande@relianceada.com">nitin.galande@relianceada.com</a>	<a href="mailto:rakesh.bansal@relianceada.com">rakesh.bansal@relianceada.com</a>

#### 8.00 **BID FORM**

8.01 The Bidder shall submit one"Original'and one"Copy'of the Un-priced Bid Form, Price Schedules & Technical Data Sheets duly filled in as per attached specification/BOM etc enclosed.

9.0 **EMD**

The bidder shall furnish, as part of its bid, an EMD amounting Rs.6,50,000/- as specified in the RFQ. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- (a) Banker's Cheque / Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for One hundred Twenty (120) days after due date of submission or amended due date of submission drawn in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019.

The EMD may be forfeited in case of:

- (a) The Bidder withdraws its bid during the period of specified bid validity

OR

- (b) The case of a successful Bidder, if the Bidder does not
  - (i) Accept the Purchase Order, or
  - (ii) Furnish the required performance security BG.

10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items and Taxes & Duties. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price with taxes, duties & freight upto destination.

10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.

10.03 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/ Price Variation Clause will be treated as non-responsive and rejected.**

10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

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 for 120 days from the due date of submission of the Bid & subsequent corrigendum/amendment/extension of due date of submission.

12.02 Notwithstanding Clause 12.01 above, the Purchaser 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 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, clearly marked "Original Bid" and "copy" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copy, the original shall govern.

14.02 The original and copies 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-Attorney 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.

**15.0 SEALING AND MARKING OF BIDS**

15.01 Bid submission: One original, Copy-1, (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser 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 super scribed with —"Technical & EMD". The price bid shall be inside another sealed envelope with super scribed "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, Copy-1, and the envelopes should be super scribed 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 Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Purchaser.

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.

16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will there after 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 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 Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 16.0, will be declared "Late" and may be rejected and returned unopened to the Bidder.

19.0 **MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

20.0 **THE PURCHASER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime 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 Purchaser's action.

21.0 **AWARD OF CONTRACT**

21.01 The Purchaser 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. Purchaser reserves the right to award order to other bidders in the tender, provided it is required for timely execution of project & provided he agrees to come to the lowest rate.

21.02 Though the contract is for Turnkey in nature, the Purchaser intends to issue 2 (two) separate Purchase/Work Orders viz  
a) Purchase Order for Supply Portion

22.0 **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 with in 7 days of issue of the letter of intent /Notification of Award by Purchaser. The date of LOI/LOA shall be treated as Start date of work.

**SECTION II**  
**GENERAL TERMS AND CONDITIONS**

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.04** The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

**2.0** **DEFINITION OF TERMS**

- 2.01** "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03** "Supply" shall mean the Scope of Contract as described.
- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.

- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
  - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
  - c) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

### **3.0 CONTRACT DOCUMENTS & PRIORITY**

- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

### **4.0 SCOPE OF SUPPLY -GENERAL**

- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed elsewhere.
- 4.03** All relevant drawings, data and instruction manuals.

## **5.0 QUALITY ASSURANCE AND INSPECTION**

- 5.01** Immediately on award of contract, the bidder shall prepare detailed quality assurance plan/test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc. In case of standard items, BRPL shall forward the standard QAP which is to be followed by vendor during manufacturing.
- 5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BRPL.
- 5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.
- 5.04** On completion of manufacturing the items can only be dispatched after receipt of dispatch instructions issued by the Purchaser.
- 5.05** All in-house testing and inspection shall be done with out any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices
- 5.06** Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

## **6.0 PACKING, PACKING LIST & MARKING**

- 6.01 Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.
- 6.02 Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

## **7.01 PRICE BASIS FOR SUPPLY OF MATERIALS**

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item. FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST.

- b) The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.
- c) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

## **8.0 TERMS OF PAYMENT AND BILLING**

- a) 100% payment within 45 days on satisfactory installation, acceptance by BRPL and on submission of Bank Guarantee, bills duly certified by Engineer-In-Charge i.e., Head IT.

## **9.0 PRICE VALIDITY**

- 9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission & subsequent corrigendum/amendment/extension of due date of submission. For awarded suppliers/contractors, the prices shall remain valid and firm till contract completion.

## **10.0 PERFORMANCE GUARANTEE**

- 10.01 Bank guarantee shall be drawn in favour of "BSES Rajdhani Power Ltd" as applicable. The performance Bank guarantee shall be in the format as specified by BRPL.
- 10.02 Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY & INSTALLATION), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

## **11.0 FORFEITURE**

- 11.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 11.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

## **12.0 RELEASE**

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 10.0) except for the case set forth in Clause 21.0.

## **13.0 WARRANTY/DEFECTS LIABILITY PERIOD**

- 13.01 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 1 Year on Oracle Server and 3 Years on storage as onsite Warranty from the date of successful implementation.

If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

The bidder shall be able to depute their service personnel within 48 hours in case of emergency and shall ensure the availability of manpower/spares for the same during warranty period.

**14.0 RETURN, REPLACEMENT OR SUBSTITUTION.**

BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BRPL may set off such costs against any amounts payable by BRPL to Supplier. Supplier shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

**15.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:**

**15.01** The date of the issuance of the Letter of Acceptance/Purchase Order shall be treated as the effective date of the commencement of Contract.

**16.0 TIME – THE ESSENCE OF CONTRACT**

**16.01** The time and the date of completion of the “Supply” as stipulated in the Letter Of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the “Contract”. The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

**17.0 THE LAWS AND JURISDICTION OF CONTRACT:**

**17.01** The laws applicable to this Contract shall be the Laws in force in India.

**17.02** All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Mumbai in India

**18.0 EVENTS OF DEFAULT**

**18.01** Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

(a) Supplier fails or refuses to pay any amounts due under the Contract;

- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BRPL.

**19.0 CONSEQUENCES OF DEFAULT.**

- (a) If an Event of Default shall occur and be continuing, BRPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BRPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
  - (i) present for ` to the relevant bank the Performance Bond;
  - (ii) Purchase the same or similar Commodities from any third party; and/or
  - (iii) Recover any losses and/or additional expenses BRPL may incur as a result of Supplier's default

**20.0 LIQUIDATED DAMAGES**

- 20.01** If supply of items / equipment is delayed beyond the supply schedule as stipulated in LOI/PO, then the Supplier shall be liable to pay the Purchaser for delay a sum of 1% (One percent) of the basic (ex-works) price for every week of delay or part thereof for individual mile stone deliveries.
- 20.02** The total amount for delay under the contract will be subject to a maximum of Ten percent (10%) of the total contract value of undelivered units.
- 20.03** The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

**21.0 STATUTORY VARIATION IN TAXES AND DUTIES**

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/variations in commodities & raw materials. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be

applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO

The company reserves the right to review/change the terms & conditions of the Purchase Order/Work Order prospectively w.e.f. the date of implementation of GST to give effect/take care the impact of GST, if required.

## **22.0 FORCE MAJEURE**

### **22.01 General**

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control directly or indirectly, of the Party affected, but only if and to the extent that:

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

### **22.02 Specific Events of Force Majeure subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:**

- (i) The following events and circumstances:
  - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
  - b) Explosions or fires
- (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

### **22.03 Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:**

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.

- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

**22.04 Mitigation of Events of Force Majeure Each Party shall:**

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

**22.05 Burden of Proof** In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force Majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

**22.06 Termination for Certain Events of Force Majeure.** If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

**22.07** The Purchaser may terminate the contract after giving 7(seven) days notice if any of following occurs:

- a) Contractor fails to complete execution of works within the approved schedule of works, terms and conditions
- b) In case the contractor commits any Act of Insolvency, or adjudged insolvent
- c) Has abandoned the contract
- d) Has failed to commence work or has suspended the progress of works
- e) Has failed to proceed the works with due diligence and failed to make such due progress

**22.08** Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

**22.09** Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.

**22.10** Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and

neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

**23.0 TRANSFER AND SUB-LETTING**

**23.01** The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

**24.0 RECOVERIES**

**24.01** When ever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.

**25.0 WAIVER**

**25.01** Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

**26.0 INDEMNIFICATION**

Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

**27.0 DOCUMENTATION:**

The Bidder's shall procure all equipment from BRPL approved sources as per attached specifications. The Bidder's shall submit 5 copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings. The Bidder's shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by BRPL Engineer in-charge.

**28.0 COMMISSIONING SPARES**

**28.01** Commissioning Spares shall be deemed to be included in the quoted

**SECTION IV  
PRICE FORMAT**

Supply, Installation, testing and commissioning of Server and Storage in BRPL	QTY	UOM	HSN Code	Make and Model	Basic Rate without GST	GST in %	Rate With GST	Amount
<b>SUPPLY, INSTALLATION, TESTING AND COMMISSIONING</b>								
Oracle SPARC Server with 1xM8 Proc (5Ghz - 32 Cores/256 Threads + 8 DAX Accelerator Unit, 32 Floating Point units + 32 Oracle Numbers + 32 Crypto Accelerator with support for 16 Algorithms AES, Camellia, CRC32c, DES, 3DES, DH, DSA, ECC, MD5, RSA, SHA-1, SHA-224, SHA-256, SHA-3, SHA-384, and SHA-512 + 1 Random no. Generator), 512GB DDR4 RAM, 800GB*4 SSD Disks, 4x16Gbps FC SAN HBA Ports, 8*10G Base-T Enet Prts, Solaris 11 OS/ Virtualization (Built in Zones + LDOM capability) + Ops Center Manager Framework] with 1 Year Support	2	Nos						
All Flash Storage - Flash Storage [30TB Usable, Approx. 90000 IOPS @ 70% CPU Utilization & 70R:30W with 8K Block Size]. Dual Controller with 4*16Gbps FC Ports with 3 years Support (As per BOQ)	2	Nos						
<b>GRAND TOTAL</b>								

**NOTE:**

- 1) The prices quoted are inclusive of training of BRPL officials (as per spec)
- 2) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any.
- 3) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates
- 4) Any other item not mentioned above but are required for successful completion of the works shall be deemed to be included in the above quoted rate
- 5) The payment for these items would be based on actual measurement wherever required.
- 6) The above quantities are indicative and may vary based on actual requirement while execution of work. The payment would be made as per actual.

## **SECTION V**

### **GENERAL TERMS & CONDITIONS**

#### **1. DEFINITIONS and INTERPRETATION**

The following terms shall have the following meanings:

1.1 "Company": means BSES Rajdhani Power Ltd, a company incorporated under the Companies Act 1956 and having its office at BSES Bhawan, Nehru Place, New Delhi 110 019, which expression shall include its authorized representatives, agents, successors and assigns.

1.2 "Contractor": shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 "Rate": The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

1.4. CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in Annexure-I enclosed herewith and all such particulars mentioned directly/referred to or implied as such in the contract.

1.5 SITE: The terms "Site" shall mean the working location in BRPL area. Under this tender, working location shall be as mentioned elsewhere.

1.6 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work.

#### **2. EXAMINATION OF SITE AND LOCAL CONDITIONS:**

The contractor is deemed to have visited the site of the work 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. LANGUAGE AND MEASUREMENT:**

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

#### **4. RATES:**

The rates finalized for this order shall be 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 cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized.

The unit rates finalized are also inclusive of barricading and watch & ward during execution and no separate charges shall be paid for the same.

The cost of training of BRPL Official shall be included in the prices quoted by vendor.

#### **5. TAXES AND DUTIES:**

Prices are inclusive of all taxes and duties and GST. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). The order involves only services and labour hence WCT/VAT not applicable to the order.

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/ variations in labour. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO.

#### **6. DEFECT LIABILITY PERIOD:**

Work executed shall be guaranteed against any defect or failure which may arise due to faulty materials, design or workmanship for a period of 1 Year on Oracle Server and 3 Years on storage as onsite Warranty with 24x7x4 Support from the date of commissioning or handing over of entire installation..

If during the Defect Liability Period any materials/ items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

#### **7. PERFORMANCE GUARANTEE**

**7.01** Bank guarantee shall be drawn in favour of "BSES Rajdhani Power Ltd" as applicable. The Performance Bank guarantee shall be in the format as specified by BRPL.

**7.02** Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY, INSTALLATION, TESTING, COMMISSIONING ), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

#### **8. COMPLETION PERIOD**

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection and commence the execution activity as per instructions of Engineer In-charge. The entire erection work should be completed within 4 months from the date of issue of LOI. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

## **9. CLEANLINESS**

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, you shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.

## **10. COMMISSIONING & ACCEPTANCE TEST:**

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures.

On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

## **11. PENALTY AND LIQUIDATED DAMAGES**

11.1 Penalty: A penalty of 10% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

11.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1 % of the order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of total order value or remaining value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

Engineer In charge should specifically mention the amount of LD levied on the bill of contractor.

## **12 SAFETY CODE:**

The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.

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.

### **13. STATUTORY OBLIGATIONS:**

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:

- a) An Electrical license issued by Govt.of Delhi.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) Sales Tax registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970

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

The Contractor must follow:

- a) Third party Insurance Policy before start of work.{If Applicable}
- 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. {If applicable}
- h) Labour license before start of work. {If applicable}

### **14. WORKMAN COMPENSATION:**

The Contactor shall take 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 provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved under this work order 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.

#### **15. STAFF AND WORKMAN**

It shall be responsibility of contractor

(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.

**16. THIRD PARTY INSURANCE { If Applicable}**

Before commencing the execution of the work the contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractors own cost.

**17. SECURITY**

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

**18. 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:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent

- d) 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
- e) 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
- f) Provide details of any hazardous substances to be brought onsite
- g) 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.

**19. TEST CERTIFICATE & QUALITY ASSURANCE:**

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

**20. SUB-CONTRACTING / SUBLETTING:**

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

**21. INDEMNITY:**

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) any act or omission of contractor or its employees or agents.
- c) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

## **22. EVENTS OF DEFAULTS:**

COMPANY may, without prejudice to any of its other rights or remedies under the Work Order or in law, terminate the whole or any part of this Work Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the works with due diligence or commits a breach of any of the provisions of this work order including but not limited to any of the following cases:

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

## **23 RISK & COST:**

If the Contractor of fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

## **24. ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. 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 presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

**25. FORCE MAJEURE:**

**25.1 General:**

An “Event of Force Majeure” shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

(ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected parties ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

(iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

(iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause

**25.2 Specific Events of Force Majeure:**

Subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:  
The following events and circumstances:

(i) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and

(ii) Explosions or fires

(iii) Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

**25.3 Notice of Events of Force Majeure**

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall :

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

**25.4 Mitigation of events of force majeure:**

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

**25.5 Burden of proof:**

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

**25.6 Terminations for certain events of force majeure:**

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

**26. SECRECY CLAUSE:**

The technical information, drawing and other related documents forming part of work order and the information obtained during the course of investigation under this work order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the work 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 work 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 Contractor during the executions of this work 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.

**27. TERMINATION:**

"During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

**28. QUALITY:**

Contractor shall ensure that strict quality is maintained and execution of works under this Work Order and Works are executed in conformity with the Specification.

All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment.

**29. ACCEPTANCE**

Acceptance of this work 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, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work 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.

We request you to please sign the duplicate copy of this work order as a token of your acceptance and return to us.

## **SECTION VIII**

### **VENDOR CODE OF CONDUCT**

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives. Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

#### **I. Labour and Human Rights**

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation

in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

### III. Environmental

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- Chemical and Hazardous Materials -Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion

by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

- Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge• monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

#### IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as an Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in• advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b)

conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.
- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modelled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading

Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

**Annexure - I**

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) An Electrical license. (If applicable)
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) PAN No.
- f) Work Contract Tax/VAT Registration Number.
- g) Labor License under Contract Labor Act (R & A) Act 1970 (All Engineer-in-charge responsible for execution of the job should obtain a copy of Labor License as per guidelines of HR department before start of the work by the contractor.)
- h) GST No.

The Contractor must follow:

- a) Third party Insurance Policy before start of work. {If Applicable}
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence 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. (If applicable)
- h) Labor license before start of work. (If applicable)

**Appendix- I**

**COMMERCIAL TERMS AND CONDITIONS – SUPPLY**

SI No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) <b>Firm</b> , FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Unloading at stores / site - in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	100% payment within 45 days for the satisfactory work completion certificate, acceptance by BRPL.	
4	Delivery time	As per BRPL Requirement	
5	Defect Liability period	1 Year on Oracle Server and 3 Years on storage as onsite Warranty and support with 24x7x4 Support as per BOQ.	
6	Penalty for delay	1% of basic price for every week delay subject to maximum of 10% of total POWO value of undelivered units/ remaining work.	
7	Performance Bank Guarantee	Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment, with the validity of the bank guarantee till Defect Liability Period plus 3 months.	

**APPENDIX II**

**BID FORM**

To

Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
New Delhi 110019

Sir,

1 We understand that BRPL is desirous of execution of  
.....(Name of work)

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission & subsequent corrigendum/amendment/extension of due date of submission. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.

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

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

Dated this..... day of..... 20.....

Signature..... In the capacity of

.....duly authorized to sign for

and on behalf of  
(IN BLOCK CAPITALS).....

### Appendix III

#### ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed & stamped by the bidder along-with bid)

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid:-

1. In case of bidding through Internet medium, bidders are advised to ensure availability of all associated infrastructure as required to participate in the reverse auction event. Inability to bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
3. The bidder is advised to understand the auto bid process & safeguard themselves against any possibility of non-participation in the reverse auction event.
4. The bidder shall be prepared with competitive price quotes during the day of reverse auction event.
5. The prices quoted by bidder in reverse auction event shall be on FOR Landed cost BRPL Store/site basis inclusive of all relevant taxes, duties, levies, transportation charges etc.
6. The prices submitted by the bidder during reverse auction event shall be binding on the Bidder.
7. The bidder agrees to non-disclosure of trade information regarding bid details e.g. purchase, Identity, bid process/technology, bid documentation etc.
8. BRPL will make every effort to make the bid process transparent. However award decision of

BRPL will be final and binding on the bidder.

9. The prices submitted during reverse auction event shall be binding on the bidder.
10. No request for Time extension of the reverse auction event shall be considered by BRPL.
11. BRPL shall provide the user id and password to the authorized representative of the bidder. Authorization letter in lieu of the same shall be submitted along with the signed and stamped acceptance form.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event for arriving at contract amount

#### **APPENDIX IV**

#### **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 \_\_\_\_\_ 20\_\_\_\_\_.

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 in force up to and including One Hundred Twenty(120) days after the due date of submission bid, 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

**APPENDIX - V**

**LITIGATION HISTORY**

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

**APPENDIX - VI**

**CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

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

**APPENDIX - VII**

**FINANCIAL DATA**

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 21-22	FY 20-21	FY 19-20	FY 18-19	FY 17-18

Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

**APPENDIX VIII**

**CHECK LIST**

SI No	Description	Compliance	PAGE NO
1	INDEX	YES/NO	
2	COVERING LETTER	YES/NO	
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO	
4	BILL OF MATERIAL (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 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	YES/NO	
15	NO LITIGATION CERTIFICATE	YES/NO	

**APPENDIX-I**  
**FORMAT FOR PERFORMANCE BANK GUARANTEE-ETC**

(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 of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the 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 3 months 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 20..... at

1. For Bank  
2. Signature Name Power of Attorney No: Banker's Seal

# TECHNICAL SPECIFICATIONS

## 1.0 Company Profile

BRPL Rajdhani Power Ltd(BRPL) is the leading utility company having presence across the entire value chain of power businesses i.e. distribution of power. BRPL is India's largest private power distribution company, serving over ~2.56 million consumers with 24 x 7 uninterrupted, reliable and quality power spread over 750 sq. km with a customer density of ~3407 per sq km in 21 districts across South and West areas. The entire life cycle of a customer starting with new connection till meter installation is mapped in SAP ISU system. Monthly bills are generated from the SAP ISU system and further tracking of payments, collection and overdue also happens through this system. In addition to IT Infrastructure is backbone of entire application and network to communicate and connect to the all stakeholders.

### Overview of IT systems in BRPL

BRPL IT has implemented various IT systems (SAP /Non SAP) which are best in the world and state of the art technology. BRPL has centralized setup in Data Centre [DC] at Nehru Place and SCADA in Balaji, Delhi. All the other offices are connected over WAN through MPLS network. All applications, Internet, Intranet etc., are hosted at Data Centre, NHP and are accessed by all offices/locations over WAN.

BRPL has setup Data Centre for providing various IT services to BRPL officers. The services include In house applications, DB, File servers etc. All application and services are hosted in IT infrastructure like servers, storage which are being served to the end users thru network communication devices. .

BRPL has the plan to procure Server and Storage to deploy existing and new applications to enhance and improve the performance of the application and at the same time to accommodate data growth and new applications.

## 2.0 Business Objectives

BRPL objective to invite Request for Proposal (RFP) tenders from the eligible vendors to provide Servers and Storage as described under scope of work. This includes supply, installation, commissioning, migration of data and new applications including support of the server and storage.

2.1 Scope of Work:

Major objectives and scope of work are:

- BOQ designing at par and better than with few options, supply of necessary hardware at NHP primary DC
- Proposed Server and Storage BOQ with latest VM Ware and Window license are as under:-

S. No	Configuration	Qty.
1	Oracle SPARC Server with 1xM8 Proc (5Ghz - 32 Cores/256 Threads + 8 DAX Accelerator Unit, 32 Floating Point units + 32 Oracle Numbers + 32 Crypto Accelerator with support for 16 Algorithms AES, Camellia, CRC32c, DES, 3DES, DH, DSA, ECC, MD5, RSA, SHA-1, SHA-224, SHA-256, SHA-3, SHA-384, and SHA-512 + 1 Random no. Generator), 512GB DDR4 RAM, 800GB*4 SSD Disks, 4x16Gbps FC SAN HBA Ports, 8*10G Base-T Enet Prts, Solaris 11 OS/ Virtualization (Built in Zones + LDOM capability) + Ops Center Manager Framework] with 1 Year Support	2
2	All Flash Storage - Flash Storage [30TB Usable, Approx. 90000 IOPS @ 70% CPU Utilization & 70R:30W with 8K Block Size]. Dual Controller with 4*16Gbps FC Ports with 3 years Support	2
	<b>Summary</b>	<b>BOQ Required</b>
	<b>TYPE OF SAN</b>	<b>All Flash</b>
	<b>Number of Controller Nodes</b>	2
	<b>PROTOCOL SUPPORTED</b>	BLOCK and File
	<b>Redundency(Active-Active)</b>	Active-Active Dual Controller
	<b>Processors</b>	2 x 64-bit 16-core 2.50 Ghz
	<b>Memory</b>	256 GB Memory and 32 GB NVRAM
	Flash Cache proposed and max supported	1 GB Minimum
	On-Node Cache proposed and max supported	1 GB Minimum
	Flash Cache per node pair	1 GB Minimum
	On-Node Cache per node pair	1 GB Minimum
	32Gb/s Fibre Channel Host Ports1	4

16Gb/s Fibre Channel Host Ports	8
1Gb/s Ethernet PORT	4
10Gb/s Ethernet PORT	12
Expansion port Count and Capacity	4
Number of expansion which can be connected	1
PCIe expansion slots	yes
2U Controller Node Drive Capacity	24
Number of Solid State Drives supported	144
Variation of Hard Disk Capacity type (SSD)	920GB SSD, 1.92TB SSD, 3.84TB SSD, 7.68TB SSD, 15.36TB SSD
Max Raw Capacity (SSD only)	2.5 PB
Maximum Usable File Capacity With Raid 6	30 TB with RAID6
Maximum effective capacity	30 TB data storage depending on the data.
Hard Disk capacity proposed	920GB SSD, 1.92TB SSD, 3.84TB SSD, 7.68TB SSD, 15.36TB SSD
Hard Disk Count Proposed	9 Disk (24 Slots)
Usable File Capacity proposed	30 TB with RAID6
Maximum efficiency and effective storage proposed	2:1 and around more than 30 TB data storage depend on the data
Maximum IOPS proposed with 8k block size	250000
RAID Levels	RAID 0, 1, 5, 6 or equivalent
RAID 5 Data to Parity Ratios	2:1 -8:1
RAID 6 Data to Parity Ratios	4:2, 6:2, 8:2, 10:2, 14:2
Storage networking supported	FC, FCoE, iSCSI, NFS, pNFS, SMB
Host/client OS supported	Microsoft Windows 2000, Windows Server 2003, Windows Server 2008, Windows Server 2012, Windows Server 2016, Linux, Oracle Solaris, AIX, HP-UX, Mac OS, VMware, ESX
Max Nodes per Cluster (NAS / SAN) 24 /12	24,12

Support		<p>The Storage is capable to replicated data to remote site storage in synchronous modes including DC - DR From the storage controller it is support continuous system monitoring, call-home notification, advanced remote diagnostics and proactive hot sparing to enhance system robustness, availability and reliability. its support CLI, Web management Enterprise dashboard to aggregated view of entire storage environment and capability to customize dashboard. It should have dashboard for alerts on severity to allow instant update on the storage environment for quickly and efficiently detection of issues. Storage Installation and configuration with Host server (Luns creation and Mapping with VM and Oracle Server)</p>	
Software		<p>Includes All License, Snap Restore, Snap Mirror, Snap Mirror Synchronous, Snap Vault, Flex Clone, Snap Manager Suite, De duplication, Replication and comprassion</p>	

- The Bidder shall be responsible for Installation, Integration, configuration, and Maintenance.
- Migration of all applications , software , data from legacy server and storage to new server and storage will be in the scope of Bidder
- Performance of new server and storage to be ensured by the bidder
- New server and storage must be cluster mode
- Warranty of Hardware and Software should start after successful receiving, installation and commissioning.
- In addition to required server and storage must be scalable and ensure high availability.

#### 2.2. System specific requirements.

- System shall be capable of running in a clustered environment to provide high availability, reliability, scalability (vertically and horizontally). It must perform under periods of high usage and high processing loads based on changing business and technical requirements.
- System shall need the ability to recover from a hardware or application failure. It must have built-in redundancy and fail-over architecture to ensure seamless system recovery.
- System should have Centralized environment or organizing, monitoring and sharing information continuously in response to changing conditions.

#### 2.3 Service Level Agreement

The vendor shall carry out I&C activities for the above mentioned activities within a stipulated time period of one week. The vendor shall provide the requirement in detail before starting the project for which BRPL would be responsible to share the same before starting the project. Any delay in completing the SOW shall be pure responsibility of the vendor and BRPL shall levy penalty based on the extended time taken for completing the project.

2.4 Implementation Services

1. Prerequisite for infrastructure readiness (hardware readiness, network readiness, installation of software) etc. will be done by the BRPL IT team. .
2. Bidder will work closely with BRPL IT Team for successful installation and commissioning of hardware. The implementation partner team will provide all the requisite training and knowledge transfer to the BRPL IT team as part of I&C process.
3. The supplier shall provide all technical documentation configuration design, training manuals etc. to BRPL Team.

2.5 Acceptance Criteria

The Project shall be deemed to be accepted on successful working of the system for a period of one month after installation without any reported error.

2.6 Implementation Timeline:

**One week** after for installation and Commissioning.

**3.0 RFP Information & Guidelines**

**3.1 Confidentiality Clause**

6. All information contained in this RFP/Tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from BRPL. This includes all bidding information submitted to BRPL.
7. All RFP/Tender documents remain the property of BRPL and all suppliers are required to return these documents to BRPL upon request. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.
8. The RFP/Tender and all supporting documentation / templates are the sole property of BRPL and violation of this will be a breach of trust and BRPL would be free to initiate any action deemed appropriate. All suppliers are required to return these documents to BRPL upon request. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.
9. The proposal and all supporting documentation submitted by the Bidder shall become the property of BRPL.
10. The Bidder shall treat all documents, information, data and communication of and with BRPL as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. Subsequently, at the time of the execution of the contract, the bidder will be required to execute detailed Non-disclosure Agreement, the format for which will be provided later.

**Following format to be used to furnish the details:**

Company background (including global presence, turnover, key executives, global clients)	India Presence (offices, staffing, Indian projects – both commissioned and won/in-process)	Client References
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Implementation Experience (Client Names & High Level Scope of Work)			
Sr.No	Client Name	High Level Scope of work	Sourcing (Yes/No)

- i. Bidder project team should have experts with exposure in at least 2 end to end implementation projects. Also integration experience with SAP-MM & SAP PI shall be preferred. Bidder shall also submit team matrix and skill matrix of project manager and team members proposed to be deployed in this project.
- ii. Consultant resumes along with case studies delivered to be enclosed in this regard. Following format to be used to furnish the details of the resources to be deployed on the project.

1. <Photo>
2. Name:
3. Role:
4. Profile Summary:
5. Education:
6. Technical Skills:
7. Professional Experience:
8.
9.

### 3.3 Enquiries

All technical queries & clarification request must be received no later than **7 days after the issue date of the RFP**. All Request for RFP Clarification to be submitted to [rakesh.bansal@relianceada.com](mailto:rakesh.bansal@relianceada.com). Response to all the clarifications will be provided by email to all Bidders simultaneously.

### 3.4 Submission of Proposals

- i. Offer should be divided into two parts (one commercial, one technical) with superscription as "Advance Analytics Solution for BRPLRajdhani Power Limited - Technical / Commercial bid", as applicable. Both bids to be submitted to the commercial contact in Central Procurement Group of BRPL. Technical bid should address the following:
  - a. Scope of Work
  - b. Technical requirements
  - c. Service Level Agreements
  - d. Details of project team consultants - Competence & strength etc of personnel
  - e. Assumptions, Dependencies
  - f. Exclusions to be explicitly stated.
- ii. Commercial Bid will give the Total Price with item level breakup indicating the unit rate where applicable. It will include the following:

- a. Hardware Cost
- b. License Cost – Annual Subscription

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight as applicable. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the RFP/tender, shall be deemed to be included in prices quoted.

Prices shall be quoted in Indian Rupees Only. The proposal should be submitted in hard copy as well as soft copy via email. Bidder submitted proposal will be valid for **1 months** from date of submittal. Notwithstanding clause above, the BRPL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing. The bidder is not allowed to modify or withdraw its bid after the Bid's submission.

**Note:**

1. One (1) copy of technical bid and One (1) **copy of priced commercial offer** (Priced offer shall be sent in a separate sealed envelope), to our Office at the following address:  
**Mr. Rakesh Bansal**  
Head C&M, BSES Rajdhani Power Limited,
2. Additionally One (1) copy of technical bid in separate sealed envelope to be sent to our Office at the following address on or before the date given on the invitation letter:  
**Mr. Nitin.Galande**  
Head – IT, BSES Rajdhani Power Limited,
- iii. Proposal Format: Proposals shall be submitted in the format as specified in this RFP. It is the sole responsibility of the bidder to assure that they have received the entire Request for Proposal. Proposers will be notified in writing of any change in the specifications contained in this RFP. No verbal or written information which is obtained other than through this RFP or its addendum shall be binding to the company.
- iv. Post submission of the techno-commercial proposal the short listed bidders may be called to make presentation on their proposed solution.
- v. Under the second stage, the Commercial Bids of bidders, who had been successfully and technically found suitable / acceptable, shall be considered.
- vi. The Bids will be evaluated based on the criteria set forth. The decision of BRPL shall be final and binding on all bidders.

**3.4.1 Documents required along with the Bid**

- i. Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.

- ii. Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- iii. Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- iv. Duly signed and stamped 'RFP' as acceptance of scope of works with company seal.
- v. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- vi. Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- vii. Copy of PAN, TIN, Service Tax, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

**Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.**

#### **3.4.2 Deviation from Tender**

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

#### **3.4.3 Price Variation Clause:**

The prices shall remain firm during the entire contract period.

#### **3.4.4 Vendor/Partner Presentation**

Vendor/partner oral presentations shall be requested / permitted if they are necessary to properly clarify compliance with the requirements of this RFP. BRPL will not be liable for any costs associated with the presentation.

#### **3.4.5 Evaluation Criteria**

The proposal will be evaluated based on criteria and priorities set by BRPL and which is best suited in the interest of organization.

The Evaluation criteria will be based on following points.

1. Availability of required functionalities as per scope of works.
2. Market Status & Implementation experience of the partners.
3. Availability of Certified and experienced Consultants & Developers for implementation.
4. Project plan and scope document that provides details on the steps that will be taken to implement & deploy the solution.
5. Customer References.
6. Requisite Turn Over

#### **3.4.6 General Clause**

- i. BRPL reserves the right not to accept any bid, or to accept or to request clarification of information or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of BRPL will

- be treated as final. The bids not submitted in the prescribed format or incomplete in any aspect are likely to be rejected.
- ii. Prior to the final selection, bidders may be required to submit additional information and show a demonstration.
  - iii. The acceptance of a Bid will be communicated in writing at the address furnished by the bidder in the RFP response. Any change of address of the Bidder, should therefore be promptly notified to BRPL.
  - iv. The bidder shall have the legal license, rights, permit to provide this service & shall declare the above in the proposal and take responsibility of the providing the service & shall provide necessary legal guidance to BRPL for this hosting requirement.
  - v. In the case that BRPL accepts the proposal, the selected bidder response to the RFP will be considered to be binding on the Vendors/partners and will be used in whole or in part, in the contract between BRPL and the Vendors/partners.
  - vi. BRPL shall have direct access to personnel of the selected Vendors/partners(s) who have full authority to make commitments on behalf of the Vendors/partners. The Vendors/partner shall include, as part of their proposal, any restrictions under which their primary negotiations will operate.

**Annexure**

**Annexure-1(For Compliance To Tender)**

Provide compliance to various requirements (functional, technical, training, interface, warranty, AMC etc) and describe how compliance is envisaged alongwith module names:

Req #	Requirement details	Compliance (Y/N/Partial)	How compliance met ( for Y & Partial)	is Modules used to achieve the compliance

**Annexure-3(For HW Details)**

Sl.no	Hardware (server / workstation)	Preferred make/model no	Qty	Hard disk (SSD)	RAM	CPU (no of CPU / cores/speed)	Remarks

**Annexure-4(For SW Details)**

Sl.no	Software type	Software details	Qty	Remarks
	Database			
	Operating System (OS)			
	OS for workstation			
	Client access license (CAL) for Database access			Nos same as workstation numbers

**Annexure-5 (For Supply Experience Details)**

SI No	Make and Model Hardware Supplied	Brief Scope necessarily supply and I&C of hardware I&C of sector	Owner of Project Assignment (Client name)	Cost of assignment	Date of Awarded Commencement	Was assignment satisfactorily completed

		Classificati on				

BSES RAJDHANI POWER LIMITED NIT 1028