

Tender Notification for

“PROVIDING CONNECTIVITY TO VARIOUS SCADA & OFFICE LOCATIONS, BRPL”

NIT NO: CMC/BR/20-21/SV/AR/AN/853 DT: 25.04.2020

DUE DATE FOR SUBMISSION OF TENDER: 15.05.2020

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number: U40109DL2001PLC111527

Telephone Number: +91 11 399999444

Website: www.bsedelhi.com

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REQUEST FOR QUOTATION

1.1 GENERAL

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for “**PROVIDING CONNECTIVITY TO VARIOUS SCADA & OFFICE LOCATIONS, BRPL**”

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

The sealed envelopes shall be duly super scribed as-

**“PROVIDING CONNECTIVITY TO VARIOUS SCADA & OFFICE LOCATIONS, BRPL”
“NIT NO CMC/BR/20-21/SV/AR/AN/853 Dated 25.04.2020 Due Date 15.05.2020”**

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

Estimated cost of work	: Rs. 2.3 Cr (Including GST) (For 1 year)
Earnest money Deposit	: Rs 4,60,000
Cost of Tender form (Non- Refundable)	: Rs.1180/- (Including GST)
Validity Period	: 1 year (from date of issuance of order). Extendable upto another 1 year.
Tender documents on sale	: 25.04.2020 (working days)
Date & time of Submission of Tender	: 15.05.2020 till 15:45 HRS
Date & time of opening of Tender (Opening of technical bid)	: 1600 HRS on 15.05.2020

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

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

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

1.2 POINTS TO BE NOTED

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

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

1.2.3 Tender document consists of the following:

- a. Request for quotation/ Notice Inviting Tender
- b. Instructions to bidders
- c. Terms & conditions, annexure
- d. Bill of Quantities/ Price Format / Bid form/BG Format

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

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

- (i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order /BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.
- (ii) If Tender is received after due date and time.

1.3 Qualifying Criteria:-

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

1.3.1 TECHNICAL QUALIFYING CRITERIA:

- 1.3.1.1 The bidder must have adequate experience and technical capability to provide Network Services to the Data Centre and all Field devices defined in detail scope of work at section IV of this tender document . They should have successfully completed similar nature of work during the recent last three financial years:-

Four similar completed works costing not less than amount equal to Rs. 50 L each.

Or

Two similar completed works costing not less than amount equal to Rs. 1.0 Cr. each.

Copy of work orders and performance certificate from client to be submitted in this regard.

- 1.3.1.2 The Bidder should have the following accreditations / certifications which is valid as on the date of issue of this tender document - ISO 9001:2008, ISO 20000, ISO 27001. Copy of certificate to be submitted in this regard.

- 1.3.1.3 Preference will be given to the proposed bidder/contractor having experience in handling and providing such projects in any power distribution / Utilities / SEB's/ Discoms/ other govt. organizations in India.

- 1.3.1.4 Preference will be given to those bidders who are having the relevant experience in Delhi / NCR area and presence in Delhi/NCR.

1.3.1.5 The bidder must enclose performance certificates and work order copies in support of relevant experience meeting the above qualification requirements. Bids submitted without supporting documents will be rejected. Experience credential as a subcontract/ consortium will not be considered.

1.3.1.6 The bidder should have experience in providing 24x7x365 Service Support in India to a customer having at least 1000 users.

1.3.1.7 Bidder will assign a dedicated Account Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between BRPL and Bidder. Account Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered

1.3.2 COMMERCIAL QUALIFYING CRITERIA :

1.3.2.1 The bidder should have minimum annual turnover of Rs. 150 Crores in each of the last three financial years (i.e. FY 2016-2017, FY 2017-2018 & FY 2018-2019).

1.3.2.2 Bidder must provide proof of having solvency of an amount equal to Rs. 1 Crore from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2019.

1.3.2.3 The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.

1.3.2.4 The bidder should not have been blacklisted by any Government or PSU Enterprise.

1.3.2.5 Entities that have been at any time debarred/ blacklisted in BRPL or other utilities in India will not be considered; in this regard a written statement has to be provided along with other documents.

1.3.2.6 Declaration on bidder's letter head on Pending Legal case / penalty levied (if any) against Statutory non- compliances on a/c of PF / ESI / Bonus / Gratuity etc.

1.3.2.7 Bidder should have valid Registration No. of GST.

1.3.2.8 Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.

1.3.2.9 The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine. 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 at BRPL's sole discretion.

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.

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 factory/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) Audited Balance sheet for last three Financial years.
- b) Detail of Banker & Cash Credit limit
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) Turnover certificate issued by C.A for the last three (3) Financial Years.
- h) Income Tax return for last 3 years
- i) EPF statement for last 2 months
- j) Tax return for last 3 financial years

1.4 Bidding and Award Process:-

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

1.4.1 BID SUBMISSION:

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

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

PART A : TECHNICAL BID comprising of following:

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

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

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

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

S. No.	Steps	Comprising of	Due date
1	Queries, if any	Queries be addressed to ananda.raj@relianceada.com , 011-39999014/ shilpa.suman@relianceada.com , 011-39999878	04.05.2020 11:00 AM
2	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	15.05.2020
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	15.05.2020

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

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

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

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

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

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

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

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to



BSES Rajdhani Power Limited

perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

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

1.4.2 Award Decision

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

1.4.3 Market Integrity

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

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head (IT) Copy to :Head (Contracts)	Head (Contracts)
Mail ID	mrityunjay.kumar@relianceada.com sudhir.verma@relianceada.com	ananda.raj@relianceada.com amitava.nandi@relianceada.com shilpa.suman@relianceada.com
Address	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, “D” Block, BSES Bhawan Nehru Place New Delhi-110019

SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “are desirous of awarding work for “**PROVIDING CONNECTIVITY TO VARIOUS SCADA & OFFICE LOCATIONS, BRPL**”.The Company has now floated tender for this work in BRPL as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope work for “**PROVIDING CONNECTIVITY TO VARIOUS SCADA & OFFICE LOCATIONS, BRPL**”.For details refer Section – IV.

3.0 DISCLAIMER

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

- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.
- 6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

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

9.02 EMD

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

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

The EMD may be forfeited in case of:

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

OR

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

- (i) Accept the Purchase Order, or
- (ii) Furnish the required performance security BG.

OR

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

OR

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

10.0 BID PRICES

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

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

11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

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

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

13.0 **ALTERNATIVE BIDS**

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

14.0 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses15.0 and16.0.

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

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

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated. Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.
- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Work completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents
- Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.
- The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
- 23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT**24.0 CONTACTING THE COMPANY**

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

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

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

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award other bidders in the tender, provided it is required for progress of project & provided the bidder agrees to come to the lowest rate.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

"Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice

among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

SECTION – III: TERMS AND CONDITIONS

1 .Definition

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

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

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

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

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

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

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

3.LANGUAGE AND MEASUREMENT:

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

4.0 SCOPE OF WORK:

5.0 PRICING:

For the specified scope of work, BRPL shall pay rates for the connectivity to the bidder as finalized through this tender.

The Prices are firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

6.0 TAX & DUTIES:

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

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

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

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

7.1 **Annual Recurring Charges (ARC)** : The Billing shall commence after the Link Commissioning and the acceptance by BRPL. The First Billing cycle shall comprise bills of the link from the 1st day of next month link commissioned up to the end of that Quarter. Thereafter, Quarter wise billing shall be done.

7.2 Payment of recurring charges shall be made quarterly on completion of each quarter.;

7.3 Payment shall be made within 30 days of submitting the invoice, complete in all respects on satisfactory performance duly certified by the Engineer – in- Charge.

7.4 Payment shall be guided by the Service Level Agreement (SLA).

7.5 The bills shall be duly certified by officer-in-charge i.e. Head-IT , BRPL or his nominated representative.

Payment terms shall be within 30 days from receipt of invoice supported by certification of engineer-in-charge.

8.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

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

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

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

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

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

14. SAFETY CODE:

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

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator 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 co-ordinator 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.

15. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

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

All contractors' staff is accountable for the following:

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

16.0 ARBITRATION:

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

17.0 FORCE MAJEURE:

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



BSES Rajdhani Power Limited

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

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

18.0 SECRECY CLAUSE:

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

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

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

19.0 TERMINATION:

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

20.0 EFFECTIVE DATE AND VALIDITY:

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of one year extendable upto another 1 year based on the performance review.

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

21.0 ACCEPTANCE:

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



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

22.0 VENDOR CODE OF CONDUCT:

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

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

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

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

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

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

SECTION-IV: SCOPE OF WORK

The intent of this specification is to provide Layer-3 MPLS-VPN at Locations on turnkey basis

The broad scope of work includes:

- 1.1. The Network provisioning (including Last Mile links and equipment required to make link live) would be provided to BRPL on BOM (Build, Operate & Maintain)
- 1.2. Bidder needs to provide MPLS link at each location.
- 1.3. Link should be given on MPLS with 1:1 bandwidth connection.
- 1.4. Before actual cabling and installation of any equipment, the contractor shall obtain approval of detailed drawings regarding the cable/equipment installation/layout plan from the BRPL Project Manager.
- 1.5. Armoured cable needs to be used to connect RF Tower to POE
- 1.6. DC POE needs to be provided where DC Power is available at BRPL site
- 1.7. Lightning arrestor installed at top of the tower shall be properly connected to earth pit.
- 1.8. Aviation light shall be connected to power supply. The power supply extension including cable from nearby available power supply source shall be done.
- 1.9. The bidder should provide facilities of single toll free no., single email and SMS for logging complaints/service requests. A self-service portal for logging complaints/service requests and monitoring the status and progress of already logged complaints/service requests shall also be provided by the bidder. Bidder shall also share the escalation matrix.
- 1.10. Preparation of network architecture design, documentation and project plan for implementation has to be done by bidder in consultation with BRPL.

1.9 Entry permits shall be made available to the contractor by BRPL. However, the contractor should communicate the request for the same to BRPL in advance in format defined by BRPL

1.11. The Service provider is required to execute the order as a turn-key project and BRPL shall not be responsible for any omission/deletion of any component and no additional cost shall be paid to contractor by AAI towards the same. Such component / accessories shall be provided by the contractor at his/her own cost.

1.12. Service provider need to do quarterly or as required preventative maintenance of equipments installed at BRPL to ensure smooth operations

1.13. Earthing and power parameters needs to be checked by operator for their equipments during preventive maintenance and provide report to BRPL for any irregularities .

1.14. Any equipment failure needs to be replaced by operator within SLA without asking for any extra cost.

2. Penalty

The penalty clause is to ensure that the Service Provider puts in his best efforts to honour SLAs committed to BRPL.

2.1. **Delayed Delivery & Installation:** In case of delayed delivery, a penalty @ 1% of the total cost of the first year of the contract period shall be levied on per-week and per-link basis, maximum up to 10% of the total project cost. This penalty shall be deducted at the time of making first payment of link charges for the delayed link(s).

2.2. For every additional hour or part thereof response/resolution time beyond the specified limit, penalty shall be levied based on the following table :

Support Element	Type of issue	Measuring Point	Expected time of delivery	Type of Penalty	Penalty Terms beyond response/resolution time
Call to Response	Any issues related to hardware/software	Time of call/email/SMS	Within 1 hours	Delay in response	0.5% per hour or part there of up to 10% of quarterly service charge of link
Call to Resolution	Any issues related to hardware/software	Call to Resolution Time of call/email/SMS	Within 4 hours	Delay in resolution	1% per hour or part there of up to 10% of quarterly service charge amount of bandwidth. Call needs to be closed with consent of BRPL.
Network availability	Total uptime	Monthly availability of link	99.5%	Uptime not in acceptable limit	Deduction as given below on quarterly charges: <ul style="list-style-type: none"> • If Uptime is > 99.5% to < 99% then 1% • If Uptime is > 99% and to <

					<p>98.5 % then 5 %</p> <ul style="list-style-type: none"> • If Uptime is > 98.5 % and to < 98% then 10 % • > 98.00% to < 97.50% then 15% • > 97.50% to 97.00% then 20 % • > 97.00% to < 96.50% then 25 % • > 96.50% to < 96.00% then 30 % • below 96.00% then 100 %
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2.3. In addition to the above uptime penalty, if the service provider fails to meet the average SLA of all the locations in scope below 97%, then an additional penalty of 10% will be charged on quarterly bill.

2.4. If this average of all links' SLA remains below 97% for two consecutive quarters, BRPL reserves the right to terminate the contract with a notice of one month. Service provider shall be bound to provide the services till such time until the services are smoothly transferred to a new service provider

2.5. In case of last mile link failure to HUB location defined by BRPL all the respective locations connected will be treated as down and penalty, as defined above, will be applicable till this last mile connectivity is restored.

2.6. Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime: -

2.6.1. Link down due to power failure or any other issue to the CPE (Customer Premises Equipment's)

2.6.2. Switch off at the respective locations.

2.6.3. Scheduled maintenance by the contractor, with prior approval.

2.7. Three instances of violations resulting in maximum of penalty of link/hardware and/or software as mentioned above, within a financial year, may result in initiation of action by BRPL for termination of contract by serving one month notice.

2.8. Penalty will be adjusted against the quarterly payment done at the end of quarter(s).

2.9. Bidders must take note that the maximum limits of penalties are upper tolerance and BRPL reserves right to terminate the contract at any point of time for breach of SLAs without reaching the maximum limit of penalties.

2.10. NDA Clause: The successful bidder has to sign the 'Non-Disclosure Agreement(NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BRPL IT Security Policy, refer Annexure XIII. Purchase orders will not be placed without entering into above NDA.

2.11. The Service provider should nominate an Account Support team/Manager with escalation matrix for handling all support related services during Contract Period. The Account Support



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Team/Manager should be the single point of contact with end-to-end account ownership for all committed deliverables during the Contract Period

2.1 That contractor shall provide the L3VPN Service to BSES.

2.2 That Contractor shall be responsible for the following:

a) To establish MPLS-VPN connectivity between Delhi and other locations mentioned in Order issued by BSES.

b) To provide onsite support 24*7 days a week for the maintenance of the equipment and the VPN Service. However, in case of Mast Climbing Contractor shall provide the services during the daylight in view of safety.

c) That on receipt of complaint from BSES, Contractor shall respond to the complaint of BSES within half an hour at BSES location and resolve the same within 4 to 6 hours.

d) That on receipt of complaint from BSES, Contractor shall issue a unique number to the said complaint for the purpose of identification and follow-up.

e) That the Contractor shall maintain sufficient inventory of spare parts to provide support to BSES.

f) That Contractor shall maintain up-time for the IP bandwidth Connectivity of 99.9% in a year per link for each link.

g) That the downtime for the purpose of 'Clause 2 (f)' shall be arrived as per following formula:-

$$\text{Downtime \%} = (\text{X minutes} / 43200 \text{ minutes}) * 100$$

X minutes = total downtime minutes in a month

h) Downtime shall not include any downtime or interruption resulting from maintenance actions requested by or attributed to BSES, nor from scheduled or routine Contractor maintenance operations. Contractor will notify BSES two (2) days in advance of a scheduled maintenance period duly acknowledged by BSES. Contractor will make an effort to schedule maintenance at a time agreeable to BSES. A single maintenance period will not exceed two (2) hours.

i) That the Contractor will provide BSES the updated list of contact numbers and the escalation levels, from time to time, for the purpose of lodging of complaint by BSES to Contractor.

j) That Contractor shall provide quarterly preventive maintenance, in consultation with BSES in advance, for the equipment supplied by Contractor to BSES.

3. RESPONSIBILITES:

3.1 BSES RESPONSIBILITIES



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BSES shall be responsible for the following:

- a) That BSES shall raise the complaint upon Contractor as per the updated list of contact numbers and the escalation levels provided by Contractor from time to time, either telephonically or through E-Mail.
- b) That BSES shall provide the sufficient space to Contractor for the installation of equipments at the BSES location.
- c) BSES will provide Router to Contractor for the purpose of connectivity at locations.

3.2. CONTRACTOR RESPONSIBILITIES:

- a) That Contractor shall obtain all the license and/or approvals from the Government and/or local authorities, if required, at its own cost.
- b) Further, Contractor indemnify BSES for any demand raised by any Government and/or local authorities on account of any license and/or approvals, whatsoever.
- c) Further, Contractor indemnify BSES for any demand of penalty and/or license fee raised by any Government and/or local authorities on account of non payment of the same payable by Contractor under this agreement.
- d) Contractor ensures that the latency will be not more that 10 ms at any location.
- e) Contractor will provide email alerts to BSES in order to provide updates on the Bandwidth.

4.0 PACKET LOSS:

4.1 Contractor's target objective for packet loss across the Contractor backbone (backbone meaning in-country links) is two percent (2%) on an average for hourly samples of one thousand (1000) Cisco-style pings of sixty-four (64) bytes each, measured over a twenty-four (24) hour period. Packet loss is measured by sending at least one thousand (1000) Cisco-style pings of sixty-four (64) bytes each during each hour of the measured twenty-four (24) hour period across the link on which the circuit will have been provisioned.

Duration of SLA

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

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

Down time will not be considered for following:

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

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

Breach of SLA

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

1. Company issues a show cause notice to the Contractor.
2. Contractor should reply to the notice within three working days.
3. If the Company authorities are not satisfied with the reply, the Company will initiate termination process as per termination clause.

Exclusions

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

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

Monitoring and Auditing

IT Team of Company will review the performance of Contractor against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / Audit can be scheduled or unscheduled. The results will be shared with the Contractor as soon as possible. Company reserves the right to appoint a third-party auditor to validate the SLA.

Reporting Procedures

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

Issue Management Procedures**a) General**

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

b) Issue Management Process

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

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

SECTION-V: PRICE FORMAT

S.NO.	Description	UNIT	QTY	ARC	AMOUNT
(A) Connectivity to SCADA					
1	50 MB Central bandwidth charges-SCADA	EA	1		
2	20 MBPS Central bandwidth - SCADA	EA	1		
3	MPLS links - 2MBPS RF	EA	50		
4	MPLS links - 512 KBPS RF	EA	53		
TOTAL AMOUNT : PART – A					
(B) Connectivity to Offices :					
1	50 MBPS Central Bandwidth	EA	1		
2	MPLS links - 2 MBPS Copper	EA	40		
3	MPLS links - 2 MBPS RF	EA	138		
4	MPLS links - 4 MBPS RF	EA	24		
5	MPLS links - 6 MBPS RF	EA	3		
5	MPLS links - 10 MBPS Copper	EA	12		
6	MPLS links - 10 MBPS RF	EA	21		
7	45 MBPS RDN	EA	1		
8	512 KBPS RF	EA	2		
9	3G Connectivity APN 5GB	EA	40		
10	3G Connectivity APN 2GB	EA	90		
11	3G Connectivity Internet 5GB	EA	141		
12	5GB Connectivity (with Voice)	EA	300		
13	50 MBPS Internet link	EA	1		
TOTAL AMOUNT : PART-B					
TOTAL AMOUNT : PART-A +PART-B					
ADD GST@18%					
TOTAL AMOUNT I/C GST@18%					



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Note : 1) One time charges for link installation shall be borne by the bidder. No additional charges shall be paid extra by BRPL for the same.

2) The bidder has to provide the further break up the quoted price, if required by BRPL.

3) BRPL reserves all the rights to award the contract to more than one bidders, as per delivery requirement.

ANNEXURE - I

TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed authorization letter in lieu of the same shall be submitted along with the bid).
2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of BRPL.
6. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder (Part-B) as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by BRPL.
7. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
8. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
10. No requests for time extension of the auction event shall be considered by BRPL.
11. The original price bids of the bidders shall be reduced on pro-rata basis against each line item



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based on the final all inclusive prices offered during conclusion of the reverse auction event.

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

ANNEXURE- II - BID FORM

To

Head of Department

Contracts & Material Deptt.

BSES Rajdhani Power Ltd

I Floor, "C" Block, BSES Bhawan

Nehru Place, New Delhi-110019

Sir,

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

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

Dated this..... day of..... 2017

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

CAPITALS).....

ANNEXURE-III

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Company", 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 "Contractor" 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 Contr

act is Rs. (The Contract Value).And whereas it is a condition of the Contract that the Contractor 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 Company on or before

And whereas the Bank under instructions from the Contractor has agreed to guarantee the 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 Company for, and guarantee and undertake to pay to the Company 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 Contractor, against all losses, damages, costs and expenses that may be caused to or suffered by the Company by reason of any default on the

shall of the Contractor in performing and observing any and all the terms and conditions of the Contract or breach on the part if the Contractor of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Company stating that the Contractor has failed to fulfill its obligations under the Contract. Such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Company and the Contractor 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 Company 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 Company and Contractor 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 Company discharges this guarantee whichever is earlier.

4. The Company 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 Contractor. The Company 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 Contractor, 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 Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company 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 Company or any other indulgence shown by the Company 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 Company 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 Contractor and notwithstanding any security or other guarantee that the Company may have in relation to the Contractor'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 i.e.

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 Company 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 2017 at

1. For Bank
2. Signature Name

Power of Attorney No:

Banker's Seal

ANNEXURE-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 “Company“)in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Company, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2017 _____.

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

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

(Stamp & signature of the bank)

Signature of the witness

ANNEXURE-V

Communication Details

Bidder should furnish the below details for future communication:-

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

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

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

CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO