

**Volume - I**

**Tender Notification for  
Implementation of Enterprise Management System (EMS)/  
Network Management System (NMS)**

**NIT: CMC/BY/18-19/RB/VKS/105**

**Date : 26.03.2019**

**Due Date for Submission of Bids :16.04.2019**

**BSES YAMUNA POWER LTD (BYPL)**

**SECTION - I**

**REQUEST FOR QUOTATION**

**2019-20**

**Tender Notification : CMC/BY/18-19/RB/VKS/105**

**Event : Implementation of Enterprise Management System (EMS)/  
Network Management System (NMS)**

**Date : 26.03.2019**

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

**1.01** BYPL invites Sealed tenders for Enterprise Management System (EMS)/ Network Management System (NMS) from reputed manufacturers.

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

sealed envelopes shall be duly superscribed as — **“Enterprise Management System (EMS)/ Network Management System (NMS) AS PER SPECIFICATION TENDER NOTICE CMC/BY/18-19/RB/VKS/105. DUE FOR SUBMISSION ON DT:16.04.2019 .**

S.no	Material Description	Specification	Estimated Cost
1	Enterprise Management System (EMS)/ Network Management System (NMS)	Section V	₹ 50.00 Lacs

**Note : Quantity may vary to any extent of +/- 30% of above mentioned total quantity. All quantities are indicative and will be get finalized on quantity and type of camera after actual site survey carried at the locations.**

**1.02** The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of **₹1180 per set-** drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 26.03.2019 onwards on all working days upto 16.04.2019 The tender documents can also be downloaded from the website **“www.bsedelhi.com”**. However, it is advisable to inform BYPL about your interest in tender.

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 as stated above in a separate envelope with suitable superscription — **“Cost of Bid Documents:Tender Notice Ref:CMC/BY/18-19/RB/VKS/105.** This envelope should accompany the Bid Documents.

**1.03** Offers will be received at **14:30 Hrs on dt. 16.04.2019**—as indicated earlier will be opened on the same day at the address given below on **16.04.2019—at 15:00 Hrs** in the presence of authorized representatives of the bidders.. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

**HEAD OF THE DEPARTMENT,  
3rd FLOOR, ‘A’ BLOCK,  
CONTRACTS & MATERIALS DEPARTMENT,  
BSES YAMUNA POWER LTD,  
SHAKTI KIRAN BUILDING,  
KARKARDOOM, NEW DELHI**

**1.04** BYPL 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 orders. Tender will be summarily rejected if:

(i). Earnest Money Deposit (EMD) @ 2% (TWO percent) of the Tender value i.e **₹ 1, 00, 000** /- is not deposited in shape of Bank Guarantee executed on favour of BSES YAMUNA POWER LIMITED.

(ii). The offer does not contain **“FOR, NEW DELHI price indicating break-up towards all taxes & duties”**.

(iii). Complete Technical details are enclosed.

(iv). Tender is not received after due time due to any reason.

## 2.0 Qualification Criteria:-

Prequalification criteria for bidders		
Parameter	Requirement Description	Supporting documents
Financial stability of the bidder	1. The bidder should have minimum annual turnover of Rs. 50 Crores in each of the last three financial years (i.e. 2015-16, 2016-17, 2017-18).	Documentary evidence in form of certificate from CA in practice
	2. The Bidder should be a profit making company in each last three financial years 2015-16, 2016-17, 2017-18	Documentary evidence in form of certificate from CA in practice
Taxes and compliance	1. The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.	Documentary evidence of certificates
	2. The bidder should have a valid Registration/ GST/ VAT/ Service tax Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties in India	Documentary evidence of certificates
Blacklisted	The company should not be currently blacklisted by any Govt. Department or PSU Enterprise in India or abroad	Self-declaration by bidder
Existence	Company should have been in existence in the last 7 years	Certificate of incorporation
Full Cycle Implementation Experience as Primary Contractor	The Bidder must have full cycle experience of supply and implementation of EMS/NMS of single order value of 50 lacs in at least two organizations in last three years (period ending Bid submission date)	Self-declaration by bidder along with Client name and project details
Local Presence	The Bidder should be preferred having office in Delhi NCR	Shops & Establishment Certificate from Appropriate Authority
OEM vendor authorization	In case the company is not an OEM	Authorization certificate/ letter of Product from the Product Vendor
Availability of Manpower	1. The bidder should have experience for at least 3 years in last 5 years of implementing EMS/NMS in a similar organization, preferably in the large corporate.	Self-declaration by bidder with executed project details.
	2. The bidder should have experience in providing 24x7x365 Technical support service for EMS/NMS services and should have in-house L3 technical expertise	CV's of atleast 3 in-house technical experts of L3 level.

**Note:-** The bidder shall be required to submit the documentation and proof with contact details for above requirements and purchaser may at his discretion make additional checks for the same including visit to site to check project implementation and current performance.

### 3.00 Bidding and Award Process

3.01 The Bidders are requested to submit the bids in 2(Two) parts and submission in 1 original + 1 duplicate to the following address.

**HEAD OF THE DEPARTMENT,  
3rd FLOOR, 'A' BLOCK,  
CONTRACTS & MATERIALS DEPARTMENT,  
BSES YAMUNA POWER LTD,  
SHAKTI KIRAN BUILDING,  
KARKARDOOM, NEW DELHI**

#### **PART A : Technical Bid comprising of following**

- EMD
- Non-refundable demand draft for ₹ 1180 /- in case the forms are downloaded from website.

- Documentary evidence in support of qualifying criteria ,
- Technical literature etc.
- Original Tender documents duly stamped & signed on each page as token of acceptance.
- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, Liquidated Damages etc.
- **Soft copy in pen drive**

**PART B : Financial Bid comprising of**

- Price strictly in the format enclosed in Section V indicating break up of basic price, taxes & duties, freight etc.

**3.2 Time schedule**

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

S. No.	Steps	Due date
1	Lat Date of Sale of Bid Documents	16.04.2019, 14:30 Hrs
2	Late Date of Queries, If any	16.04.2019, 14:30 Hrs
3	Last Date of Receipt of Bid Documents	16.04.2019, 14:30 Hrs
4	Date & Time of Opening of PART A- Technical and Commercial Bid	16.04.2019, 15:00 Hrs
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BYPL office, the last date of submission will be following working day at the same time.

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Price Bid.

Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and Tender Fees and **Part-II "Financial bid"** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

**Bidders are requested to submit the techno-commercial bid in one Original plus one copy in duplicate.**

**The Part – I** Eligibility and Technical Bid should not contain any cost information whatsoever.

In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II "Financial Bid" will be returned unopened.

**The Part – II Financial:** This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified bidders. Prices strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc.

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidders 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.

**REVERSE AUCTION CLAUSE :** Purchaser reserves the right to use the online reverse-auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse auction. 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.

**4.00 Award Decision**

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance 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.

The purchaser 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.

In the event of your bid being selected by purchaser (and / or its affiliates) and your 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.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BYPL reserves the right to award other suppliers who are found fit.

**QTY VARIATION:** The purchaser reserves the rights the tender quantity.

Bidders are requested to quote their No-Regret prices since BYPL would not prefer to negotiate the price further.

**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. Bidders who violate the marketplace rules or engage 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.

**6.00 Supplier Confidentiality**

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

All NIT/RFQ documents remain the property of BYPL and all suppliers are required to return these documents to BYPL upon request.

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

**7.0 Contact Information**

All communication as regards this NIT/RFQ shall be made (i) in English, (ii) in writing and (iii) sent by mail, facsimile to

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Name</b>	Anish Kalucha	Rakesh Bansal
<b>Address</b>	3 <sup>rd</sup> Floor, C Block, Shakti Kiran Building, Karkardooma, Delhi-32	3 <sup>rd</sup> Floor, A Block, Shakti Kiran Building, Karkardooma, Delhi-32
<b>Fax No.</b>	011-39999768	011-39999230
<b>Email Id</b>	Lalit.V.Kumar@relianceada.com	Rakesh.Bansal@relianceada.com

**Note:- Those who are downloading tender notice from website. It is advisable to inform BYPL Technical, so as they can be contacted in case of any amendment in tender or for prebid conference.**

**SECTION – II**

**INSTRUCTION TO BIDDERS (ITB)**

**Implementation of Enterprise Management System (EMS)/  
Network Management System (NMS)**

**NIT: CMC/BY/18-19/RB/VKS/105**

**Dated : 26.03.2019**



**A. GENERAL**

**1.00** BSES YAMUNA POWER LIMITED, hereinafter referred to as the Purchaser “are desirous of implementing the various System Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement Desktops & Laptops as notified earlier in this bid document.

**2.00 SCOPE OF WORK**

The scope shall include Install, Configure and Testing at works conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser’s stores.

**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 Purchaser 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 Purchaser or its employees, or otherwise arising in anyway from the selection process for the Supply.

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 given 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).

**4.0 COST OF BIDDING**

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

**B. BIDDING DOCUMENTS**

**5.0 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:

**Volume -I**

- Request for Quotation (RFQ) - Section – I
- Instructions to Bidders (ITB) - Section – II
- General conditions of Contract - Section –III
- Quantity and delivery requirement - Section –IV
- Technical Specifications (TS) - Section –V

**Volume - II**

- Bid Form - Annexure -I
- Bank Gurantee Format - Annexure -II
- Price Format - Annexure -III
- Commercial Terms & Conditions - Annexure-IV
- No Deviation Sheet - Annexure- V
- Qualification Criterion - Annexure- VI
- Reverse Auction Event - Annexure- VII
- Manufacture's authorisation letter - Annexure- VIII

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 Purchaser 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 Purchaser may, at its discretion, extend the deadline for the submission of Bids.

**C. 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 Purchaser, 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 Clause 9.0, 10.0, 11.0 and Technical Specification ;
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) **Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.**

**9.0 BID FORM**

- 9.01 The Bidder shall complete an "Original" and another one "Copy" of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e ₹ 1, 00, 000 /-. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in the following form :

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's EMD will be discharged upon furnishing the performance security. The EMD may be forfeited :

- (a) if the Bidder:
- i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the Contract, or
  - (ii) to furnish the required performance security.

10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. 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.

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.

**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 quotation 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 for **90 days** post bid date.

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 by Fax/e-mail.

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 of Clause 22.03 & 22.04 regarding the

rejection of Bids, 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 Clause9.0,clearly marked "Original Bid",plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses15.0 and16.0. In the event of any discrepancy between the original and the copies,the original shall govern.

14.02 The original and 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 & one Copy (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 superscribed with —Technical & EMD". The Financial bid shall be inside another sealed envelope with superscription — 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 and Copy.The envelopes should be superscribed with —"**Tender Notice No, Due date of submission, Tender opening date.**

15.03 The Bidder has the option of sending the Bids in person.Bids submitted by Telex/Telegram /Fax will not be accepted.No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.

15.04 The Bidder, along with the bid documents has to detailed specification.

#### 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 not **later than 15:00 Hrs on 16.04.2019.**

16.02 The Purchaser may,at its discretion,extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Purchaser 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 either by itself, or as a partner in a Joint Venture. 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 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 Purchaser'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 Purchaser 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 Purchaser 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, Purchaser 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 Purchaser and/or the Purchaser 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 Purchaser'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) Supply Schedule

(b) 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 Purchaser 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 PURCHASER**

- 24.01 From the time of Bid submission to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

### **25.0 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.

### **26.0 AWARD OF CONTRACT**

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 other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

### **27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities 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 Purchaser.

### **29.0 PERFORMANCE BANK GUARANTEE**

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Five percent) of the Contract Price (ex-work value) in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

### **30.0 CORRUPT OR FRAUDULENT PRACTICES**

- 30.01 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:
- (a) Defines, for the purposes of this provision , the terms set forth below as follows:
    - (i) "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, orsoliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;and
    - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition .
  - (b) Will reject a proposal forward 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.
- 30.02 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

**SECTION – III**  
**(GENERAL CONDITION OF CONTRACT)**

**Implementation of Enterprise Management System (EMS)/ Network  
Management System (NMS)**

**NIT: CMC/BY/18-19/RB/VKS/105**

**Dated : 26.03.2019**



## GENERAL TERMS AND CONDITION

### 1.0 General Instructions

- 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 YAMUNA 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" and " 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 BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance".
- 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 supplyg, 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.

**3.02** Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.

### **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 in Section – IV of this NIT/RFQ.

**4.03** Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

**4.04** 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.

**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 BYPL.

**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 be dispatched only after getting the clearance from IT department.

**5.05** All testing and inspection shall be done with out any extra cost.

5.06 Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. 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 bidders representative.

5.07 Bidder has to sign quality agreement before supply of the material.

## 6.0 Packing, Packing List & Marking

6.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL 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 and the extreme outside dimensions (length, width and height) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

## 7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items.

For Supply to BYPL Delhi the price shall be inclusive of packing, forwarding, and Freight. GST shall be extra.

The above supply prices shall also **include unloading** at site stores.

Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL.

## 8.0 Variation in taxes, duties & levies:

8.01 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

8.02 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.

8.03 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.

8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

## 9.0 Taxes & Duties on raw materials & bought out components:

9.01 Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

9.02 Taxes & Duties on raw materials & bought out components procured indigenously are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

## 10.0 Terms of payment & Milestone

### 10.01 Milestone:

Milestone Number	Milestone Description
MS-1	15% of contact value of Pricing schedule shall be released as mobilization advance subject to fulfilment of following pre-requisites: 1. Submission of PBG for 10% of contract value, 2. Submission of ABG of equivalent amount valid till 30 days after completion time, 3. Acceptance of purchase order, 4. Submission of detailed project schedule, 5. Submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables
MS-2	25% of contact value for part A of Pricing schedule shall be released subject to fulfilment of following pre-requisites: Delivery of required software for EMS/NMS set-up.
MS-3	25% of phase wise contact value of Pricing schedule shall be released subject to fulfilment of following pre-requisites: (i). Baseline system and application software installation, testing, commissioning & Software Test Plan Software Test Execution, Review and Signoff . (ii) Installation and Commissioning of EMS/NMS and other different applications and resolution of all variances to BYPL's satisfaction.
MS-4	15% of contract value shall be released subject to fulfilment of following pre-requisites: 1. System ready for live transactions, Completion of UAT and Integration Test Reports, 2. Closure of all exceptions including Availability of application, Applications tuning competition, 3. Approval of Administration & Operator's User's Manual, 4. Documentation & training.
MS-5	Balance 20% of contract value of pricing schedule will be released after 3 months of successful system run.

**Note: Milestone payments shall be made in full upon the successful completion of the milestone. In the event that only a minor portion of a milestone is not fully completed, invoicing for partial payment of the milestone will be entirely to BYPL discretion. Payment terms shall be within 45 days from receipt of invoice supported by BYPL certification of completion of milestone.**

### 10.02 Bidder to submit the following documents against dispatch of each consignment:

- i. Consignee copy of LR
- ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- iii. Original certificate issued by BYPL confirming receipt of material at site and acceptance of the same.
- iv. Dispatch clearance / inspection report in original issued by the inspection authority
- v. Packing List.
- vi. Test Reports
- vii. Guarantee Certificate.

## 11.0 Price Validity

**11.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 90 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.

## 12.0 Performance Guarantee

**12.01** Supplier shall establish a performance bond in favor of BSES YAMUNA POWER LIMITED in an amount not less than Ten percent (10%) of the total price of the Contract (Ex-work value). The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period.

It shall be in accordance with one of the following terms:

- (a) Depositing pay order /demand draft of the relevant amount directly with BYPL at the address listed above or as otherwise specified by BYPL, either of which shall constitute the Performance Bond hereunder; or

- (b) Bank guarantee from any nationalized bank in favour of BSES YAMUNA POWER LIMITED. The performance Bank guarantee shall be in the format as specified by BYPL.

### **13.0 Forfeiture**

**13.01** 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 BYPL of this Performance Bond to the ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

**13.02** Each Performance Bond established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

### **14.0 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.

### **15.01 Warranty & Support**

15.01 NMS OEM has to provide 24/7 remote support and 8\*5 onsite support as required

15.02 The proposed system including hardware and software shall have Three (3) year warranty and support which includes comprehensive maintenance and support of the entire proposed EMS/NMS.

15.03 The solution should be proposed along with offsite technical support services and onsite as per requirement for Three (3) years.

### **16.0 Return, Replacement or Substitution.**

Purchaser shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. Purchaser may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL 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. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

### **17.0 Effective Date of Commencement of Contract:**

**17.01** The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

### **18.0 Time – The Essence Of Contract**

**18.01** 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 .

### **19.0 The Laws and Jurisdiction of Contract:**

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

**19.02** 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

**20.0 Events of Default**

**20.01** 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 BYPL.

**21.0 Consequences of Default.**

- (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BYPL 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 payment 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 BYPL may incur as a result of Supplier's default.

**22.0 Penalty for Delay**

**22.01** If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the contract price (ex-work value) for every week delay or part thereof for individual mile stone deliveries.

**22.02** The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price (ex-work value).

**22.03** 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.

**23.0 Force Majeure**

**23.01** 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.

**23.02** 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.

**23.03** 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.

**23.04** 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.

**23.05** 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.

**23.06** 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.

**23.07** 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.

**23.08** 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.

**23.09** 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."

#### **24.0 Transfer And Sub-Letting**

**24.01** 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/Concern User.

#### **25.0 Recoveries**

**25.01** 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.

#### **26.0 Waiver**

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

#### **27.0 Indemnification**

**27.01** 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.

#### **28.0 INSURANCE POLICY FOR LIFE COVER:**

Before commencing the execution of the work the CONTRACTOR shall take Life insurance policy for the staff



engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY.

The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be in contractor scope. The policy document shall be submitted before commencement of the work by the contractor.

**SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT**

S.No.	Description	Qty	Unit
<b>Part-A (Supply)</b>			
1	EMS/NMS Software licenses (Detailed price break up shall be shared separately for various components)	1	Lot
<b>Part-B (Installation, Commissioning and Testing)</b>			
2	Set-up of EMS/NMS solution with required professional services	1	Nos.

**Note : Quantity may vary to any extent of +/- 30% of above mentioned total quantity. All quantities are indicative and will be get finalized on quantity and type of camera after actual site survey carried at the locations.**

**SECTION - V**

**(TECHNICAL SPECIFICATION)**

**Implementation of Enterprise Management System (EMS)/ Network  
Management System (NMS)**

**NIT: CMC/BY/18-19/RB/VKS/105**

**Dated : 26.03.2019**

## 1. Introduction

The purpose of this RFP and any resulting contract award is to solicit proposals for implementing an EMS/NMS solution for the BYPL.

BYPL is continually growing & changing, adding complexity to the management of networks, servers, databases, operating systems & applications. The end result is that IT engineers do not have full visibility and up to the minute information of critical systems, to identify failure points and take automated corrective action. So as the infrastructure gets more complex, the few experts that are available get pulled into more troubleshooting and fire fighting activities which means they have less time for new venture and more productive tasks.

BYPL is constantly relying on computers, networks, applications and databases to ensure proper support to O&M ,Business and other department so that they operating efficiently. Should any of these resources fail unexpectedly; the impact can be severe due to the nature of the business.

BYPL is therefore looking for a solution to provide a proactive and more responsive approach to infrastructure management.

## 2. Objective

The objective/s of the RFP is to select an EMS/NMS solution that allows the following:

- To have complete visibility of critical IT infrastructure including, Data Center, Network, Servers, Databases, and Applications, ISP Links
- Facilitate management of service level agreements, including automation of SLA reporting.
- Minimize downtime by focusing event response where the IT Infrastructure is affected e.g. event monitoring of critical applications network, servers including VOIP.
- Reduce the mean time to resolve incidents by resolving problems with intelligent diagnostics. The end result is reduced operational costs, as the time to restore critical functions is decreased.
- Facilitate the Capacity planning process by performing trend analysis to enhance the quality of the end user experience and meet changing requirements of different departments of BYPL.
- Facilitate on-going performance management of the virtualized infrastructure in the new data center.
- To have complete ITILV3 based ticketing tool.

## 3. Scope of Work

BYPL has two datacenters having Network devices, Servers and various different Applications. BYPL is in the process of strengthening Monitoring of enterprise network and applications for which there is a requirement of Robust, Scalable, and Secure Enterprise Management System (EMS)

The broad scope of work shall include supply and installation of EMS/NMS.

- Design, Supply, Installation, Testing, Commissioning of EMS/NMS solution
- Provide perpetual licences for all software pertaining to EMS/NMS & Service desk. All required licences should be owned by BYPL respectively
- EMS/NMS solution should be along with Syslog for servers and network devices, Network configuration manager, NetFlow etc.
- All components of the offered solution should be tightly integrated with each other including EMS/NMS, Service Desk, Inventory management
- EMS/NMS solution should be provided in HA mode at same or across geography in active-standby mode.
- EMS/NMS solution should be integrate with existing BYPL SMS and Email Gateways to send various critical Alarms and Notifications
- Solution should have dashboards, in built and customize reports for management on IT infra status.
- Service Desk Solution should have KMS (Knowledge Management System), Incident Management, Ticketing Management, Problem Management, Change Management, Availability Management, Meeting Management, Project Management etc.
- The Bidder shall be responsible for providing detailed BOQ including hardware, OS, database and software, Supply, Installation, Integration, Maintenance & Operationalization of the offered EMS System
- Asset Management system should be able to provide the gate pass for any material movement/allocation
- Offered System should have mobile app andriods and IOS for EMS/NMS, SD and Assesst management
- Bidder has to share the site requirements, if any for smooth installation and operationalization of the solution.
- All bidders must provide online demo/ PoC/ presentation of offered EMS/NMS solution during technical evaluation.

#### 4. Solution Sizing

S. No.	Description	Numbers
1	Number of Network Components (Router, Switch, Firewall etc.)	600
2	Number of Physical Servers	100
3	Number of Host Servers for VM Guest	20
3	Number of Virtual Guest Servers	40
4	Number of DB instances	75
5	Number of Web Servers (IIS, Tomcat, Apache)	20
6	Number of WAN Links	400
7	Number of Applications (.NET, Java & Standard)	100
8	Syslog devices	100
9	Netflow monitoring IP's	2000
10	Ping monitoring for devices	200
11	Number of NMS users	15
12	Number of Service Desk Technicians	35
13	Asset/ Inventory full life cycle management integrated with SD	Unlimited
11	Complete Service Desk as per ITIL compliant	1

## 5. System Specific requirements

### 5.1. Enterprise Management System

#### 5.1.1. Enterprise Management System Solution Requirements

Enterprise Management System (EMS) is required to manage Servers, Desktops, Data Back-up, Database, Event and Compliance management. EMS would be deployed at server room and perform centralized monitoring of servers and network, manage the desktops providing Enterprise Services as described below:

- Real Time Health Management Services (For Servers)
- Server and Operating System Monitoring.
- Database monitoring Services.
- Historical Performance Trending of Servers & Applications.
- Inventory for Hardware and Software to be collected automatically (Servers & Desktops)
- Event Correlation and Event collection Services.

EMS Shall integrate events to automatically create trouble tickets in helpdesk system for better and in time problem resolution.

#### 5.1.2. Monitoring Critical Servers and Operating System

- The Monitoring system should use industry best practices to provide monitoring for essential system resources, detect bottlenecks and potential problems, and automatically recover from critical situations.
- The Monitoring tool should be able to help manage large, heterogeneous implementations by continuously monitoring essential systems resources, automatically detecting bottlenecks and potential problems while proactively responding to events.
- It should be built on the highly scalable distributed architecture and provide efficient, centralized management of distributed and Web-based systems
- It should provide a Web based health console to view both near real-time and historical data for the systems you are monitoring. It should enable to check the health rating and status of your critical resources and resource models deployed in your environment. It should provide drill down to view specific problems affecting the system or can view historical data using Web browser provided by the vendor. It should also provide selection of key indicators and graphing them by choosing a large variety of graph types, which allows the administrator to quickly identify trends and potential trouble spots.
- Drag N Drop Reporting - Should provide an Enterprise Portal/Dashboard as part of the product, which can be customized to have views for individual administrators. It should be possible to create bar charts/tables/Pie charts/Online Plot charts etc using drag n drop options. Each administrator should be able to create his own custom portal view as part of the monitoring environment.

- The Portal should also provide facility to create custom resource views, which can be mapped and provided to Admins. It should be easy to add country specific maps, custom network diagrams or .jpg's in the portal resource views.
- Should provide an inbuilt Data warehouse for storing historic data, which can be used for generating capacity planning reports.
- It should support all standard platforms for server monitoring of selected server platform and database.

### 5.1.3. Linux and Windows Monitoring

The tool should provide detailed information about many critical areas, including:

- User, system, wait and idle CPU
- Enhanced event log monitoring
- Virtual and physical memory statistics
- Disk space and I/O statistics
- Paging information and swap statistics
- Network information
- Historical data for trend analysis and capacity planning
- It should be possible to use this data for alerts derived from situation analysis of Windows performance and availability metrics.

### 5.1.4. Database Monitoring:

The Monitoring tool should support monitoring of standard RDBMs like Oracle/MS-SQL/MYSQL etc. Tool should provide details of database availability, performance, and functionality etc.

The Database monitoring should seamlessly integrate with the same Dashboard/Portal and provide integration with the central event console.

The tool should provide you the ability to easily collect and analyze specific information, including information on but not limited to:

- Buffer pools
- Databases
- Locks and other details about lock resources
- Server key events
- Table spaces
- Database Usage
- Database State
- Errors

## 5.2. Network Fault Management, Monitoring & Network Performance Analysis

The NMS package shall provide complete Management of Data Center & Disaster recovery Center LAN and its integrated Modules configured in various switches offered for Core, Distribution and Access Layer.

The bidder shall provide Network performance Monitoring & Management Tool for managing the Data Center & Disaster recovery Center LAN and WAN routed Traffic.

The offered Network Management Tool shall provide to recognize common network problem, management of multi-vendor network with discovery, mapping and alarm tracking.

The NMS measure responsiveness of WAN connections to determine latency, jitter delays, and in identifying & isolating traffic bottle-neck area/point on WAN router & switches.

The NMS shall provide network analysis module for switch fabric/CPUs, monitor utilization of switch resources & in isolating the network problems, provide performance monitoring, troubleshooting, capacity planning, and report generating of various statistics.

- The NMS integrated alarm system should be able to extract alarm data in all specialized networks with no severe influence on the NMS performance.
- The system should be able to access device/equipment in current networks of IP, ATM/FR, MPLS, and ADSL to collect alarm and fault data.
- The management agents/probes should be able to collect events from SNMP and non-SNMP management data sources, API's, databases, network devices, log files and other utilities.
- The system supports original alarm data collection in modes of SYSLOG, SNMP TRAPD probe.
- All alarm/event messages shall be automatically time and date-stamped by the Fault Management Module
- All alarm related information (e.g. alarm receive-time start-time, clear-time, acknowledge time etc) shall be logged
- The system should support distributed architecture to install collectors to collect the event information which would result in reducing the network traffic
- The system should provide a high-performance engine to meet the requirement of the integrated alarm system, which can guarantee the normal running of the integrated system especially when the event storm occurs in the network.
- The system should support the original redundancy fault information compression and centralized alarm information processing and be able to consolidate the repetitive alarm



events. It should also record their start and end time and repetitive times so that the manager can have a clear idea of the fault process.

- The system should be able to provide APIs so that various scripts and small tools can be developed and executed to enhance the OSS functions.
- A complete, practical and high-efficient fault association analysis system should be established to meet the network event correlation requirement.
- If network events occur, the system should be able to:
  - 1) Implement the association between these events in real-time;
  - 2) Obtain the related equipment asset information and the related operation personnel information;
  - 3) Add these information into the alarm information;
  - 4) Display the information in the network monitoring window.
- The system should be able to provide views and tools to monitor the entire network operation in real time, so that failures can be detected or alarmed timely.
- The Fault management module should help to prioritize responses to alerts, manage escalation procedures and automate response policies.
- The Fault management module should show operators in the NOC precisely which network users, customers or processes are affected by a fault.
- The tool should provide a user view custom tool so that users can define and modify the monitoring interface view conveniently and a great deal of development workload can be prevented
- The network management solution shall enable the monitoring of the operation of the entire network and provide analysis to the efficiency of devices whose links will lead to bottleneck of the network.
- The tool should provide history statistics and reports of failure information. Monthly and yearly failure report by equipment types, event severities, event locations shall be provided for failure analysis and statistics.
- The tool should provide for a report customizing tool to define new failure statistic reports with much flexibility and ease, and to modify the existing reports
- The NMS shall provide strict login/logout authentication, operation/access control and operation logs to ensure the security of the system
- Authenticating users through the username and password in logins, and restricting the query and operation of alarm events to the granted range
- The system should be able to do auto discovery for layer 2 and layer 3 networks including the connectivity and the interfaces
- The system should provide a visualization tool to view the network topology on a web based interface.

- The system should be able to perform topology based root cause analysis
- The system should be able provide topology views in different ways including Network Hop View, Filtered Network View
- The system should out of the box support network technologies: IP, BGP, HSRP, CDP, Ethernet, VLAN, MPLS IP VPNs etc, without requiring additional modules.
- The system should provide functionality to integrate with Element management tools for troubleshooting MPLS network problems

NMS shall integrate events to automatically create trouble tickets in helpdesk system for better and in time problem resolution.

The Performance Monitoring Module shall all support the following features:

- The Performance monitoring module must support a distributed polling and data gathering architecture in order to achieve optimal performance and scalability.
- The Performance monitoring module should be capable of supporting High Availability on data collection, storage and reporting.
- The Performance monitoring module must support the ability to poll and pull data from element management systems and network elements utilizing a variety of methods including automated scheduled polling.
- The Performance monitoring module should be capable of importing data into the single database. The single database should provide a single integrated performance management method to monitor the complete network.
- The Performance Management component shall provide a web browser-based GUI to allow users to monitor network performance and generate performance reports.
- The Performance Management component shall allow users to view real-time and historical network statistics and trends.
- The Performance Management component shall provide the ability for users to configure and generate customized reports.
- The Performance Management component shall present all collected performance data in both tabular and graphical format.
- The Performance module should have the capability of exporting any report in CSV format.
- The Performance module should have the option of making reports available to users through email and FTP.
- The Performance Management module shall have the capability aggregate data per group of resources. (per site, per customer, per service)
- The Performance Management component must be able to calculate capacity requirements and generate capacity reports.

- The performance module should be capable of generating trend analysis reports.
- The performance module should have the capability of generating baseline reports –
- This will allow the operator to compare current traffic volume to the average traffic volume for prior days.
- The Performance Monitoring Module shall offer powerful and flexible calendar management. Reports can be generated based on standard and customized calendars of dates or operating hours, to exclude non significant data for the calculation of indicators. Users can associate a performance indicator with a calendar and calendar is not restricted to be applied to the overall report only.
- The performance management system must support lightweight and distributed data collection devices and the centralized report system, and should have one centralized database
- The Performance Management component must support the ability to set thresholds on the collected performance statistics. When a threshold is crossed, the system must generate a threshold-crossing alert. The performance module shall be able to send selective threshold crossing alert notifications to a fault monitoring module.
- The Performance Management component must have the capability to retain statistics for a specified timeframe defined by the administrator.
- The Performance management module should have the capability to store raw data for a period of 3 months and aggregated data for a period of 1 year.
- Performance Management component must make historical data available for inclusion in performance displays and reports requested by users
- Reporting
- The reports must provide global view on the network showing aggregated values per groups of network resources, resources in exception.
- The user must have the capability to drill-down from the global overview to more detailed views by simple click.

## 6. Technical details

Sno	Technical Specification	Complied/ Partially Complied/ Not Complied	Remarks
A	<b>General Features</b>		
1	The solution should be scalable to monitor & manage more than 10000 plus devices and minimum 3 reference case studies should be provided.		
2	The solution should be capable of running in Linux and Windows platform with open source database as backend		

3	Stores data for a minimum duration of time configurable by the user, default is 1 year. Flexibility to store the Raw polled points to summarized data reduction based on the storage availability without any restriction.		
4	Both IPv4 and IPv6 supported for monitoring		
5	The solution should be a unified system which can monitor networks, servers, apps and any IT or Non-IT Communicable device		
6	The solution should provide views for any type of device including Networking devices, firewalls, servers, applications, IP Cameras, Wi-Fi, VSAT's, RF devices		
7	The solution should be completely multi-tenant where in every module and system being used can be assigned to a specific set of users or a group of users.		
8	The system should be capable to retrieve and show fault, performance, inventory and SLA data in a single dynamic view		
9	The system should have capability to add any additional information about the nodes via custom fields.		
10	System should have Node Tags for device grouping and resource/interface tagging for element grouping. Apart from Node Tags additionally system should have options to do device grouping based on default fields and customer fields		
11	No restriction in the number of level of grouping for the devices should be supported and provide the option to increase the grouping based on the need without affecting the existing grouping structure. System should also provides the option to create the grouping based on the service offered to customer and map all the devices involved in the specific service till the component / resource level		
12	The solution should be able to stop SLA calculation for every node in case of know downtimes. These should be a one click alarm masking capability in the system		
13	Provides hierarchical multiple thresholds configuration option for each parameter being monitored		
14	Logically define any number of additional views without changing the actual deployment		
15	Any fault, performance , views, reports should be configurable till any node, component or parameter level. Granular level of control should be available across the system		
16	The system should be able to set minute level configuration to the element level. Polling interval, hierarchical thresholds, report dashboards should be configurable to very component in a single node or across nodes.		
17	Provides the option to export the views into PDF, Word, Excel, HTML etc. formats depends on the need.		
18	Role and grouping level based viewing and user management		
19	Able to allow each account to have specific type of toolbar according to the administrator's requirement and each account can only see/manage list of equipment's allowed in the specific group, device or even resource level		

20	Provides the option to have the portal account to the end customers with restricted views limits to their specific infrastructure. System should have the capability to be implement in DMZ and non-DMZ zone with adequate security.		
21	The System should have proper segregation of admin users and portal users via separate logins and authentications.		
22	User should be able to configure their own formula for the service availability, downtime, health etc....		
23	System should have option for CSV based discovery for bulk discovery and it should allow options to add customer fields to support customer specific data to upload during discovery		
24	The system should fetch topology via SNMP for ARP tables from routers , MAC tables from layer 2 switches, cisco Discovery Protocol, Link Layer Discovery Protocol, Foundry Discovery Protocol or SynOptics Network Management Protocol. The discovery should be automated and continuous.		
25	The system should have capability to manually add any additional topology in the network. Options to add via GUI or tabular should be available. The system should also allow downloading of topology connections.		
26	System should support VM, Hypervisor and Cluster monitoring from different vendors like VMWare, Xen Server, Nutanix, Windows, Linux		
27	System should support global threshold and it should have option to define individual resource/interface statistics level threshold		
28	System should have build in algorithms to start the monitoring with zero threshold configurations		
29	System should have self learning algorithms to auto baseline and auto calculate thresholds of components or nodes.		
30	Configurable parameter like frequency, data duration, resolution duration, sigma based polarity value, reset points to should available to fine tuning the algorithm		
31	All thresholds should have set point , reset point, polarity , set point message and reset point message for ease of use.		
32	System should have anomalies detection and stop alarm flooding with these dynamic thresholds		
33	Discovery has to work intelligently by identifying the device in the network by the given IP range and categorize into network devices and servers with vendor and model details.		
34	Detect & highlight faults (abnormal situations) occurring anywhere within the network		
35	Provides Filtering, De-duplication, Holding, Suppression and Correlation capability to let user focus on the critical event that affects the business and business processes		
36	Provides multi-level (preferably six-level) Severity definition, will handle events automatically and inform the designated person as per operational requirement		
37	System should support separate Rule Engine based alarms apart from the generic threshold.		
	a. Should have capability to configure Device Group based, Node Based, Resources/Interface based, Aggregation link based.		

	b. On Selection of Nodes/Resources/Aggregation links it have flexibility to filter based on fields available in node information		
	c. Rules should have option to apply configuration on top of performance value or based on configured threshold alarms		
	d. Rules should have option configure the breach based on min, max and average values		
	e. Should have option to configure rules n repeat counters		
	f. Should have options to select custom alarm and clear alarm messages for individual configured rules		
	g. Should have option to send severity levels like error, warning and information		
	h. Notifications support based on configured rules		
38	Monitors all traffic from all the interfaces of the network device. Provides traffic Utilization based on individual interface level, nodes level or based on the group by location, branch, departments etc.... as an Avg, Min and Max bandwidth, utilization, throughput or any custom monitoring parameters.		
39	Provision to change the polling interval to any frequency depending on the priority till the individual component / resource level like each interface might have the different polling interval in the same device based of the criticality and importance of service customer		
40	System should have capability to configure business, non-business hours or custom time polling. These configuration should be available for every device as well as every component in the device.		
41	Provision to disable and enable the polling of specific type of devices		
42	System should have capability to configure the maintenance period for any device. When device is in maintenance period there is no polling done and the SLA clock on the device is stopped.		
43	Provides alarm suppression with hold time and aid in prevention of flooding		
44	Sends alert via E-mail, SMS, Execute Batch file, SNMP Trap, XML notification, Pop-up window and Audio alert		
45	Provide Alarms Suppression capabilities so that any duplicated events can be tracked to provide just a single event notification		
46	Provide a notification mechanism that allows administrator to define what notification channel to be used in different time of days, and able to trigger multiple notifications to alert multiple person and actions		
47	Provide escalation and acknowledgement function to provide the mechanism to ensure alternative personnel will be alerted when there is a critical situation and acknowledgement mechanism for generated alerts. The escalation should be available for any number of hierarchical sequence.		
48	Provide standard reports that display current status of nodes and interfaces. Reports could be viewed on daily graph (5 minute average), weekly graph (1 hour average minute average), monthly graph (1 hour average) and yearly graph (1 day average)		
49	Provide online and offline reports that allow the user to view the present usage of their devices. Reports generates should be exportable in the format of HTML, PDF, Excel and CSV		

50	Automatically generate daily reports that provide a summary of the network as well as custom Reports and that are automatically sent by email at a pre-defined schedule to any recipient or save into any specific folder or drive.		
51	Allows end-users to browse all reports using any web browser like Internet Explorer, Mozilla Firefox, Google Chrome etc. without the need to install any report specific software		
52	Provides the option to get the required report as an all hours, business and non business hours for detailed analysis. Also Provide report on single or multiple statistical split based on the operation need as option during the configuration		
53	Provide correlation report between all major network devices to determine if there is any degradation in these devices		
54	Significantly reduce the potential of generating unwanted, non-business critical, alert floods that are symptomatic of many systems management tools by alerting based on a problem identified for an end-to-end, business transaction. Identifies the root cause of any IT problem detected and filters out irrelevant information to let the user concentrate on solving the problem		
55	Supports instant diagnosis of the node status through Ping, Telnet and SNMPwalk		
56	Support Real-Time report generation for checking continuous reachability of target device		
57	System should have capability to create a user level repository of all the issued being faced. Users should have the rights to add data to this repository and system should be intelligent to automatically retrieve back information from here based if same issue re-occurs		
58	Automatically learn devices that supports SNMP, HTTP, Ping, SMTP, POP3, WMI,JMX, SOAP, REST API,PDC, SSH and Telnet along with any required protocol to communicate to the devices.		
59	System should provide many different types of topology representation. To perform the following :		
	1. Display physical connections of the different devices being monitored in the system		
	2. Display flat maps of the entire network or networks in a single view		
	3. Display customer maps based on user configurations		
	4. Display maps based on geo locations		
60	Automatically learn IP Networks and their segments, LANs, hosts, switches, routers, firewalls etc. and to establish the connections and to correlate		
61	Provision to search specific device or resources in a view, map to specific background for each level of the network, upload and change icons of devices/background of the network layers		
62	Show the status of the connections based on the dependent connections and the utilization of the links by displaying connection with different width		
63	Navigate to node page and interface page on click of respective node or link		



64	On selections of any node highlight the next level of Hops connections for easy understanding and analysis, hop highlight count should be configurable from UI		
65	Filter topology view based on device group, node tag, vendor, model, IP address, host name etc.		
66	Tool should have option to display distance between devices in Topology Maps especially for branch gateway devices		
67	Have algorithmic auto arrangement capabilities. System should use standard algorithms like forceAtlas2base , repulsion or barnerHut to makes sure the map views are non cluttered and arranged to the best non-overlapping method.		
68	SVG Map based world map view with drill down option is required. System should have capability to include any countries views with drill down for world > country > region > state > city..		
69	Change Country/Region/State/City color to Red/Orange/Green based on the device status, Red for all node down and orange for one or more node down and Green for all node up.		
70	Provides provision to draw & map user specific network diagram		
71	The tool should have Integrated Web based feature to build Network Diagram, No separate client window to configure network Diagram. The builder should be a Visio like system with all pre-loaded shapes and icons.		
72	System should support Drag & Drop based Network Diagram builder, Dynamically Upload Images, Customizable objects to support multiple vendors, capability to export maps in an XML format and upload to any other system.		
73	Any graph or network diagram configured should have functions to associate every component in the diagram to an existing node or resource. Additionally, system should allow to associate any parameter being monitored to the specific element in the diagram. All network diagrams are user controlled and viewable to only specific configure users.		
74	Tool should be able to define Primary & back up line connection, so if primary line fails it should switch over to backup line & notify to administrator		
75	Panel View		
	a. Panel view should look similar to the actual device front panel		
	b. System should automatically detect the device model display the right panel without any additional configuration		
	c. Panel should show all the monitored interface with status		
	d. Fan status with live fan icon and LED status for power		
76	Cover geographically distributed networks through multi-level scalable distributed deployment architecture		
77	Ability to add new pollers at no extra cost.		
78	Download current running configuration file from the network devices		
79	Allows scheduling of automatic download of the configuration file from the network devices		
80	Alert user on any changes made to the current running configuration file of any monitored device		



81	Provide a web base and intuitive user interface that showcases the list of devices whose configuration file got changed with option to highlight the changes		
82	Maintain / store the configuration files of all the monitored devices for reference		
83	Support base-lining of specific version of the running configuration file of each device		
84	Support comparison of different versions of the configuration file of a device and comparison of the configuration files across devices		
85	Showcase the differences among the configuration files into useful categories like added/changed/removed through intuitive UI		
86	Support loading of a predefined configuration file on to a specific device		
87	Monitor QoS based on specific parameters and QoS parameters for various devices		
88	Measure & monitor the following QoS parameters :Latency, Packet Loss,Probes,Packets,Delay,MOS,Jitter,RTT (Round-Trip-Time) and Detect quality deterioration by tracking QoS parameters		
89	The proposed monitoring solution should be able to monitor network traffic by capturing flow data from network devices, including Cisco Netflow v5 or v9, Juniper J-Flow, IPFIX, sFlow, NetStream data and also sampled Netflow data. System should have capability to alternatively capture flow data via packet capture.		
90	Should identify which users, applications, protocols, countries, AS numbers, top routers, and top interfaces are consuming the most bandwidth		
91	Solution must be able to store ALL flows without any rollups or loss for retention period - for security and audit purposes.		
92	Should highlight the IP addresses of the top bandwidth consumers on the network and find out unwanted bandwidth usage		
93	Should be able to associate traffic coming from different sources to application names		
94	Should be able to receive flows from non-SNMP-enabled devices, like VMware vSwitch		
95	Should monitor Class-Based Quality of Service (CBQoS) to find out if traffic prioritization policies are effective and if business-critical applications have network traffic priority. Should also support CBQoS Nested policies		
96	Should monitor Type of Service (ToS), Differentiated Services Codepoint (DSCP), and Per-Hop Behavior (PHB),BGP AS and NEXT HOP		
97	Should have options to specify data retention periods		
98	Should provide flow analysis with 1-minute granularity and The solution should be able to monitor up to 5 million flows per second, and should employ advanced optimization methods		
99	Should provide real time flow and traffic analysis with 5 second granularity		
100	Solution must alert when traffic to known malicious domains are encountered		
101	Solution must provide tool to investigate if a security incident caused a breach or just a scanning		

102	Tool must provide way to list all Internal hosts that are impacted by a security incident		
103	Should help in locating infected computers in case of virus outbreak		
104	Should help to recognize DOS attack		
105	Collect & display syslog's from network devices, servers, desktops etc. and Group syslog's based on severity (Critical, Major, Normal, Minor)		
106	System show have capability to monitor industry standard web server like IIS / Tomcat / Apache Web server statistics		
107	System show have capability to monitor HTTP service, HTTPS service, FTP server statistics, POP/SMTP services, ICMP services or any customer specific port based systems		
108	Database Services – Monitor various critical Relational Database Management System (RDBMS) parameters such as database tables / table spaces, logs etc.		
109	Monitor VMWare ESXi servers, Hyper-v Servers, Xen servers, KVM and all market standard virtualization environment		
110	Integration should provide the option in both north as well as south bound integration on each module level. Any fault details should be able to send to third party CRM, Customer Portal, UNMS or even EMS if needed using the Trap, XML and even direct database query integration		
111	Provide XML, Corba, REST API, SOAP based system to communicate with external software		
112	Provide 12+ open API's in the system which can be used by customers to create his own integration.		
113	The system should have a integrated service management tool from the same OEM		
114	The service management tool should follow ITIL V3 processes		
115	The server management tool should have the following processes		
	1. Incident Management		
	2. Problem Management		
	3. Change Management		
	4. CMDB		
	5. Service catalogue management		
	6. Knowledge Management		
	7. SLA Management		
	8. Franchise & field service Management		
9. Meeting management			
116	Provide Out of the box configuration and customizable interface aligned with ITIL for rapid deployment		
117	Provide Email to Incident Feature, Auto Merging of Email based on Context should not create duplicate Incident		
	1. Provide Email interaction for logging and updating Incident, Service Request, etc.		
	2. Provide Email Communication Interface and Record all the Email Communication in Chronological Order		
118	System should be Multi-tenant in architecture		

119	Any number of custom fields can be added with user level control.		
120	Predefined Escalation Matrix for each business service should be applied to incidents and whenever required it can be define dynamically for each Incident while working for Incident		
121	Incident can be linked to another Incident, Parent child relation between Incidents can be able to defined or even merge incidents		
122	Should be able to define dynamic workflows and process		
123	Have a predefined out-of-the-box process for problem management and change management that is compliant with best practice frameworks such as ITIL		
124	Knowledgebase Management should be integrated with the NMS/EMS system		
125	Role based, Team Based, User Based Access control on KB articles/FAQ/Information/KE/Solutions etc.		
126	In FAQ/Solutions type of knowledge , system should allow to add multiple questions/multiple solutions with single knowledge article		
127	Able to promote knowledge to analysts (Service Desk) and end users (Service Portal)		
128	System should allow to create service categories, product categories etc.		
129	Automatic Asset audit should be possible through asset management tool (Through email, web tool, mobile app etc)		
130	Barcode, QR codes print through asset management tool and should be able to scan through Mobile camera		
131	Audit trail logs for EMS/NMS, SD, Asset management		
132	Mobile app for EMS/NMS, SD and Asset management (for Andrios and IOS)		
133	Network Configuration Manager: Network Change and Configuration Management (NCCM). network device configuration, continuous monitoring of configuration changes, notifications on respective changes, detailed operation audit and trails, easy and safe recovery to trusted configurations, automation of configuration tasks and insightful reporting. Network Configuration Manager can manage network devices such as switches, routers, firewalls, wireless access points, integrated access devices etc., from multiple vendor		
134	Data Analytics Platform: Processes any kind of log data in any structured format from any source. Capability in processing of 100k+ events per second to provide real---time insights		

## 7. Documentation & Training

- The bidder shall provide the required Documentation specified in the document for all the proposed equipment and systems.
- The documentations shall include but not limited to the followings:-
  - User guides for those who shall be using the system
  - Operational guides for administrators and technical support officers;

- Installation, configuration, fine-tuning and maintenance guides;
- Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.
- System Flows and Description in the respect of functional and operational requirements.

15.03 End User training

15.04 Technical hands-on training for Administrator and Operational teams of BYPL

## **8. Commissioning and Acceptance Test**

15.05 The bidder shall submit full documentation and status report on the commissioning and handover to BYPL.

15.06 The bidder shall propose, design, implement and perform Commission and Acceptance test plan with the BYPL.

- Bidder shall prepare criteria for commissioning and acceptance for the various systems in consultation and approval of BYPL.
- The criteria shall be vetted and approved by BYPL.

15.07 The criteria shall be attached as appendix with the commissioning and acceptance documents.

## **9. Warranty & Support**

15.08 Offered NMS solution should be with onsite warranty and support.

15.09 NMS OEM has to provide 24/7 remote support and 8\*5 onsite support as required

15.10 The proposed system including hardware and software shall have Three (3) year warranty and support which includes comprehensive maintenance and support of the entire proposed EMS/NMS.

15.11 The solution should be proposed along with offsite technical support services and onsite as per requirement for Three (3) years.

15.12 During warranty support period the hardware and software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too)

15.13 A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least two times for one calendar year.

15.14 The Technical and helpdesk support shall include, but not limited to the followings:-

- User procedure to obtain technical assistance from the bidder;
- User procedure to report problems to the bidder;
- Administrator procedure to report technical problems to the bidder;

15.15 The Technical and helpdesk support should be off-site 24x7 with as and when on-site required as per the criticality of the problem.

## **10. Guaranteed Technical Particulars**

Technical bid should comprise of pointwise compliance/deviation sheet against each clause mentioned in this specification. In event of deviation, logic for the same and details of alternate offer shall be clearly given.

## **11. Information / document to be submitted along with the proposal**

The bidder shall submit a comprehensive list of documents as applicable for the proposed system. The schedule for submission and approval of these documents shall be in line with the overall project implementation timeline. The document shall be identified with Buyer document number. If any document is revised the bidder shall indicate each revision with a number date and description for approval.

- Bidders Company profile, including policies related to Ethics and Sustainability.
- Reference of successfully delivery 5 to 6 end to end enterprise level EMS/NMS solution
- Client Testimonial Letters
- To-Be document (Solution Document) for implementing enterprise level EMS/NMS solution specific to BYPL requirements
- All necessary test certificates, procedures, plan where ever applicable as per project requirement
- OEM certificate on end to end system design

## **12. Project Timelines**

The complete project will be delivered in 6 months from date of start of project.

**Volume - II**

**Implementation of Enterprise Management System (EMS)/  
Network Management System (NMS)**

**NIT: CMC/BY/18-19/RB/VKS/105**

**Date : 26.03.2019**

**Due Date for Submission of Bids :16.04.2019**

**Annexure -I**

**BID FORM**

To  
Head of the Department  
Contracts & Materials  
BSES Yamuna Power Ltd  
BSES Bhawan, Karkardooma  
New Delhi- 110032  
Sir,

1. We understand that BYPL is desirous of carrying out ..... In its license distribution network area in Delhi.
2. Having examined the Bidding Documents for the above named works, we the Undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... (figures.....) 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 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.
4. 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.
5. We agree to abide by this Bid for a period of 90 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.
6. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest, or any bid you may receive.
8. 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) .....

**BID SUBMISSION FORM**

**Offer No.:** .....

**Date:** .....

To,

Head Contract and Material  
BSES YAMUNA POWER LIMITED  
3<sup>rd</sup> Floor "A" Block, Shakti Kiran Building,  
Delhi-110032 (INDIA).

Dear Sir,

**In response to your Tender No. CMC/BY/18-19/RB/VKS/105 dated 26.03.2019 for Enterprise Management System (EMS)/ Network Management System (NMS) for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.**

1. Bidder Name : .....
2. Website Address : .....
3. Email Address : .....
4. Address for Communication : .....  
.....  
.....
5. Telephone Number : .....
6. Fax/Telefax Number : .....
7. Authorised Person - Name :.....
  - a. Designation:.....
  - b. Mobile No. : .....
  - c. Email-ID : .....
8. Reverse Auction Person - Name :.....
  - a. Designation:.....
  - b. Mobile No. : .....
  - c. Email-ID : .....



9. PAN Number : .....
10. TIN Number : .....
11. Service Tax Regn. No. : .....
12. ECC Number : .....

13. Particulars of EMD

- a. Amount : Rs. ....
- b. Mode of Payment (BG) : .....
- c. BG No. : .....
- d. Date : .....
- e. Name of the Bank : .....
- f. Address of the Bank : .....
- g. Validity of BG : .....

14. Particulars of Tender Fee

- a. Amount : Rs. ....
- b. DD No. : .....
- c. Date : .....
- d. Name of the Bank : .....
- e. Address of the Bank : .....

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2015-2016		
2016-2017		
2017-2018		
<b>Average Turnover</b>		

16. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client).

Description of the Work/ Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17. Following Documents are submitted to substantiate other eligibility criteria.

- i) .....
- ii) .....
- iii) .....

**DECLARATION**

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our Knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains ..... No. of pages including all Annexure and Enclosures.

Place:  
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

**Annexure -II**

FORMAT FOR BID SECURITY 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](hereinafter called the Bidder“) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereafter 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 Yamuna Pwoer Ltd., with it’s Corporate Office at BSES Shakti Kiran Building Karkardooma, New Delhi -110032 ,(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 on e or both of the two condition s, specifying the occurred condition or condition s.

This guarantee will remain in force up to and including ninety (90) 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

**Price Format**

S.No.	Description	Qty	Unit	HSN/SAC	Bidder Quoted make	Basic Rate	GST %	GST Amt	Unit Landed Cost	Total Value
		<b>A</b>				<b>B</b>	<b>C</b>	<b>D=B*C</b>	<b>E=B+D</b>	<b>E*A</b>
<b>Part-A (Supply)</b>										
1	EMS/NMS Software licenses (Detailed price break up shall be shared separately for various components)	1	Lot							
<b>Part-B (Installation, Commissioning and Testing)</b>										
2	Set-up of EMS/NMS solution with required professional services	1	Nos.							
	<b>Total Value (A+B)</b>									

Note:

1. Prices shall be Firm
2. The prices received without break up of ex-works, GST are liable for rejection
3. Pls indicate the exact percentage of taxes in figures and words
4. If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
5. Bidder should provide the installation cost separately (if any).
6. Bidder should provide the rates of accessories required for installation (if any).

**Annexure-IV**

**COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	90 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	A. 15% of contact value of Pricing schedule shall be released as mobilization advance subject to fulfilment of following pre-requisites: 1. Submission of PBG for 10% of contract value, 2. Submission of ABG of equivalent amount valid till 30 days after completion time, 3. Acceptance of purchase order, 4. Submission of detailed project schedule, 5. Submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables B. 25% of contact value for part A of Pricing schedule shall be released subject to fulfilment of following pre-requisites: Delivery of required software for EMS/NMS set-up. C. 25% of phase wise contact value of Pricing schedule shall be released subject to fulfilment of following pre-requisites: (i). Baseline system and application software installation, testing, commissioning & Software Test Plan Software Test Execution, Review and Signoff . (ii) Installation and Commissioning of EMS/NMS and other different applications and resolution of all variances to BYPL's satisfaction. D. 15% of contract value shall be released subject to fulfilment of following pre-requisites: 1. System ready for live transactions, Completion of UAT and Integration Test Reports, 2. Closure of all exceptions including Availability of application, Applications tuning competition, 3. Approval of Administration & Operator's User's Manual, 4. Documentation & training E. Balance 20% of contract value of pricing schedule will be released after 3 months of successful system run.	
4	Delivery schedule	6 months from the date of LOI/Order	
5	Warranty & Support	A. NMS OEM has to provide 24/7 remote support and 8*5 onsite support as required B. The proposed system including hardware and software shall have Three (3) year warranty and support which includes comprehensive maintenance and support of the entire proposed EMS/NMS. C. The solution should be proposed along with offsite	

		technical support services and onsite as per requirement for Three (3) years.	
6	Penalty for delay	1% per week of delay of undelivered units part thereof subject to maximum of 10% of total PO (ex-work) value of undelivered units	
7	Performance Bank Guarantee	Performance Bank Guarantee for an amount of 10% (Ten percent) of the Contract Price (ex-work value) in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period.	
8	Reverse Auction	In a bid to make our entire procurement process more fair and transparent, BYPL 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.	
9	SSI/MSME	If yes	Bidder shall attached documnts

**Annexure-V**

NIT NO & DATE : ..... DT: .....

**NO DEVIATION SHEET**

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

**SIGNATURE & SEAL OF BIDDER**

**NAME OF BIDDER**

**Annexure – VI**

**Qualification Criteria**

<b>Prequalification criteria for bidders</b>		
<b>Parameter</b>	<b>Requirement Description</b>	<b>Supporting documents</b>
Financial stability of the bidder	3. The bidder should have minimum annual turnover of Rs. 50 Crores in each of the last three financial years (i.e. 2015-16, 2016-17, 2017-18).	Documentary evidence in form of certificate from CA in practice
	4. The Bidder should be a profit making company in each last three financial years 2015-16, 2016-17, 2017-18	Documentary evidence in form of certificate from CA in practice
Taxes and compliance	3. The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.	Documentary evidence of certificates
	4. The bidder should have a valid Registration/ GST/ VAT/ Service tax Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties in India	Documentary evidence of certificates
Blacklisted	The company should not be currently blacklisted by any Govt. Department or PSU Enterprise in India or abroad	Self-declaration by bidder
Existence	Company should have been in existence in the last 7 years	Certificate of incorporation
Full Cycle Implementation Experience as Primary Contractor	The Bidder must have full cycle experience of supply and implementation of EMS/NMS of single order value of 50 lacs in at least two organizations in last three years (period ending Bid submission date)	Self-declaration by bidder along with Client name and project details
Local Presence	The Bidder should be preferred having office in Delhi NCR	Shops & Establishment Certificate from Appropriate Authority
OEM vendor authorization	In case the company is not an OEM	Authorization certificate/ letter of Product from the Product Vendor
Availability of Manpower	3. The bidder should have experience for at least 3 years in last 5 years of implementing EMS/NMS in a similar organization, preferably in the large corporate.	Self-declaration by bidder with executed project details.
	4. The bidder should have experience in providing 24x7x365 Technical support service for EMS/NMS services and should have in-house L3 technical expertise	CV's of atleast 3 in-house technical experts of L3 level.

**Note:-** The bidder shall be required to submit the documentation and proof with contact details for above requirements and purchaser may at his discretion make additional checks for the same including visit to site to check project implementation and current performance.



**Annexure -VII**

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

(To be signed and stamped by the bidder prior to participation in the auction event)

In a bid to make our entire procurement process more fair and transparent, BYPL 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.

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, 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. In case of bidding through internet medium, 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 BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. 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 BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at contract amount.

Signature & seal of the Bidder

**Annexure - VIII**

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)**

Ref. No. Date:

To,  
HOD C&M  
BSES YAMUNA POWER LTD.  
Shakti Kiran Building, Karkardooma  
Delhi-110032

**Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. \_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[

Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

**The bidders must furnish following information:**

1. Details to support of Eligibility Criteria to be furnished along with the RFP:

Details of atleast two call center supply/ implementation done:

1	Name and address of customer
2	Name and address of contact person (with phone , fax & email)
3	Nature of services being provided
4	Brief description of network setup

**Please attach copies of the PO**

2. Bidders details:

1	Office address, telephone fax nos. dealing this RFP
2	Details of official dealing with BYPL for this RFP

3. Deviations from objectives:

The bidder must specify the deviations / infeasibility, if any, from the expectations in this tender document as given in the deviation sheet Annexure V. In case nothing is specified under this heading, it will be assumed that there are no deviations from the requirement described in this document.

4. Detailed technical solution- please attach with all details.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

**SELF DECLARATION FORM**

**Tender No: CMC/BY/18-19/RB/VKS/105**

To,  
The HOD  
Contract & Material Dept  
BSES Yamuna Power LTD  
Karardooma Delhi-110032

**Subject: Declaration for Not blacklisted**

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material/ Services or in the performance of the contract entrusted to us in any of the State Government, Central Government or any other public sector undertaking or a corporation or Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation/ cancellation/ termination without any notice at the sole discretion of the purchaser.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

(This form shall be duly signed by the bidder & submitted along with the original copy of the bid.)

**VENDOR DATA FORM**

Name of the company: \_\_\_\_\_

Address of the company: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

During the time the tender enquiry is received and the tender is submitted by us to your office, we authorize following person/ persons whose signatures are attested below to deal with BYPL on our behalf for any clarifications:

S.No	Name & Designation	Contact Telephone & fax	E-mail Address	Specimen Signature
1				
2				
3				

Yours faithfully

Place:

Date:

Signature of the bidder with seal

**CHECK LIST**

Sno	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNORICED) DULY SIGNED	Yes/no
4	Bill of Material (UNPRICED)	Yes/No
5	TECHNICAL BID IN HARD COPY AND SOFT COPY IN PEN DRIVE	Yes/no
6	ACCEPTANCE TO COMMERCIAL TERM AND CONDITIONS	Yes/No
7	FINANCIAL BID (IN SEALD ENVELOPE)	Yes/no
8	EMD IN PRESCRIBED FORMET	Yes/No
9	DEMAND DRAFT OF ₹ 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	Yes/No
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No