

NOTICE INVITING TENDER (NIT)

FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SCADA IT INFRASTRUCTURE UP-GRADATION**

NIT: CMC/BY/23-24/RS/SkS/SS/14

Due Date for Submission of Bids : 20.06.2023, 15:00 Hrs

BSES YAMUNA POWER LTD (BYPL)

**BSES YAMUNA POWER LTD (BYPL)
CONTRACTS & MATERIALS DEPT.,
SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032
CIN: U40109DL2001PLC111525
WEBSITE: www.bsesdelhi.com
GSTIN: 0711BCC8569N1Z0**

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VOLUME - I

SECTION - I

REQUEST FOR QUOTATION

FY 23-24

Tender Notification : CMC/BY/23-24/RS/SkS/SS/14

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SCADA IT INFRASTRUCTURE UPGRADATION**

REQUEST FOR QUOTATION**1.00 EVENT INFORMATION**

- 1.01** BYPL invites Sealed tenders for SUPPLY, INSTALLATION, COMMISSIONING OF SCADA IT INFRASTRUCTURE UP-GRADATION from reputed supplier.

The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — **"SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SCADA IT INFRASTRUCTURE UP-GRADATION AS PER SPECIFICATION TENDER NOTICE CMC/BY/23-24/RS/SkS/SS/14. DUE DATE FOR SUBMISSION ON 20.06.2023, 15:00 Hrs.**

S.no	Material Description	Technical Specification	Estimated Cost (Rs)	EMD Cost (Rs)
1	SUPPLY, INSTALLATION, COMMISSIONING OF SCADA IT INFRASTRUCTURE UP-GRADATION	Section V	Rs. 3.50 Crore	Rs. 7.00 Lakhs

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

Bid shall be submitted in two (02) parts. Details of part are as follow:

Part A – Techno Commercial Bid

Part B – Price Bid

- 1.02** The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs. 1,180/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through IMPS/ NEFT/ RTGS. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders**

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

- 1.2.** Bids will be received up to **20.06.2023, 15:00 Hrs.** at the address given below.
Part A of the Bid shall be opened on **21.06.2023, 15:30 Hrs.**

Part B of the Bid will be opened in case of Techno-Commercially Qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

**Head of Department
Contracts & Materials Dept.
BSES Yamuna Power Ltd
Reception, Ground Floor
Shaktikiran Building, Karkardooma
Delhi 110032**

- 1.04** BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of following:
a) Tender is received after due date and time.

- b) Tender fee of requisite value is not submitted.
- c) Earnest Money Deposit (EMD) of requisite value & validity is not deposited in form of Bank Guarantee drawn in favor of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through NEFT/RTGS.
- d) Price Bid as per the Price Schedule mentioned in Annexure-III is not submitted.
- e) Incomplete Bids.
- f) Necessary documents against compliance to Qualification Requirements mentioned at Section 1 Clause 2.0 of this Tender Document.
- g) Duly filled in checklist as per Annexure 1.1.
- h) Filled in Schedule of Deviations as per Annexure-V.

2.0 QUALIFICATION CRITERIA:-

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

TECHNICAL CRITERIA:-

Qualifying Criteria		
SL	Criteria	Documents Required along with Bid
1.	The Bidder should be an OEM of the products proposed under this NIT or authorized channel partner of OEM as on the date of the tender with an authority to sell, upgrade, supply, service and maintain the proposed products.	In case bidder is an authorized partner of OEM, Manufacturer Authorization Form (MAF) in the format specified in the NIT from OEM with 07 years support as specified in the MAF.
2.	The offered products should be the latest version and should not be end of life for next seven (07) years. However if any product is declared end of life product by OEM during the supply period of material, the bidder should supply replaced model or next higher model/version of the Product without any cost implication to BYPL.	Self-undertaking by bidder/OEM.
3.	The bidder must have executed at least 02 IT /OT business projects having total order value of not less than Rs. Three (03) Crores during the last Five (05) years from the due date of bid submission and shall be in successful operation for a period of not less than One (01) Year.	a. Copies of Purchase orders; b. Performance certificate.
4.	The bidder should have Support office in Delhi NCR to provide support for spares and services.	Address and Contact details of the offices.
5.	All the components quoted should be from the same OEM & no third party component should be quoted for the solution	Self-undertaking by bidder/OEM.
6.	OEM's proposed router with LDR functionality should be in working / operative mode in India at the time of the bidding.	Bidder should provide adequate proof of the same.
7.	OEM/Bidder shall be ISO 9001 certified.	Copy of valid certificate.

COMMERCIAL CRITERIA:-

Qualifying Criteria		
SL	Criteria	Documents Required
1.	The Bidder should have Average Annual Turnover of at least Rs. Five (05) Crore in the Last Three Financial Years i.e. 2019-20, 2020-21 and 2021-22.	Audited balance sheets / Duly certified CA certificate with UDIN.
2.	The bidder must be a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 5 years.	a. Certificate of Incorporation /Certificate of Registration b. Memorandum and Articles of Association /Partnership deed.
3.	The bidder should have valid Registration of GST and PAN No.	Valid Certificates and copies
4.	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/ Associates Companies as on the date of bid submission	Self-undertaking on letterhead.
5.	The Bidder shall not be blacklisted/debarred by any central/state government institution /electricity utilities as on the date of submission of the bid.	Self-undertaking on letterhead.
6.	The bidder must submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.	Self undertaking on letter head.

The bidder should send the compliance of above mentioned parameters in technical offer.

3.00 BIDDING AND AWARD PROCESS

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

3.01 BID SUBMISSION

Please mention our NIT Number: - on the Tender and drop the same in our Tender Box placed at:

BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032

The bids and the outer envelope shall be addressed to:

Head of Department

Contracts & Materials Deptt.

BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032

Kindly Note:

- Bidder will inform BYPL through email immediately after the submission or before the due date & time of submission to TPC & Buyer:
 1. Mr. Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com
 2. Mr. Sisir Kumar Sahu , E-mail: Sisir.Sahu@relianceada.com

- Tender documents shall be submitted at main gate in tender box.
- Authorized person of TPC will collect the documents from tender box at scheduled time of tender submission and verify the bid documents with mails received. A confirmation of receipt shall be sent to bidder through mail by TPC on the same day.
- Bidder has to ensure that tender copy is dropped in correct box designated for tender submission only.
BYPL shall not be responsible for any wrong placement of tender document by bidder.

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

Sr. No	Descriptions	Type of Documents
Commercial :		
1.	Tender Fee - Demand Draft (Rs.1180/-) (Incl GST)	Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
2.	EMD	In prescribed stamp paper & format
3.	Power-of-Attorney	In prescribed stamp paper & format
4.	PQR Compliances	Documentary evidence in support of qualifying criteria like: 1. Details of constitution of the company (Proprietary/Limited/etc along with the details), Memorandum of Association of the company 2. Bidders shall submit the certified annual Balance sheets for the last completed three (3) financial years 3. Supportive document on Positive Net worth. Credit rating/solvency certificate from competent authority. 4. Copies of Orders, Execution /Performance Certificate & Other Documents to support qualification Criteria
5.	Signed Tender document	Original Tender documents duly stamped & signed on each page as token of acceptance
6.	Black listing undertaking	Bidder should submit a Self-undertaking signed by its Authorized Signatories that the Bidder or any of their sub-contractor has not been blacklisted/barred by any Govt. Organization or Regulatory Agencies in India or abroad.
7.	Commercial Terms and Conditions	Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc.
8.	Acceptance on Reverse Auction	Duly signed Acceptance Form For Participation In Reverse Auction Event as per attached format
9.	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per attached format
10.	Un price Bid Duly Signed	Duly Signed Un price Bid as per attached format
Technical:		
11.	Technical Details/ Filled in GTP/Drawings	Bidder shall submit duly filled GTP with all Technical documents and Drawings.
12.	Technical Bid Submission Checklist as given in Annexure X	Duly filled in checklist as per Annexure X

Sr. No	Descriptions	Type of Documents
13.	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
14.	Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.

PART B : PRICE BID comprising of (01 original only)

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

3.02 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1.	Date of sale/ availability of tender documents from BYPL Website	Upto 15.06.2023, 14:00 Hrs
2.	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	15.06.2023, 17:00 Hrs
3.	Last Date of replies to all the pre-bid queries as received	16.06.2023 , 18:00 Hrs
4.	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	20.06.2023, 15:00 Hrs
5.	Date & Time of Opening of PART A – EMD and Technical Bid	21.06.2023, 15:30 Hrs
6.	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website / e-mail

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for BSES office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

This is a two part bid process. Bidders are to submit the bids in 2 (Two) parts. Both these parts should be furnished in separate sealed covers superscribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date.

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

Bidder has to submit the item wise price bifurcation in bid. Un priced copy must be attached with the Part A (Technical Bid). Reverse Auction will be carried out on individual item wise rates.

REVERSE AUCTION CLAUSE : Purchaser reserves the right to use the online reverse auction 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.

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

4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award may be cancelled and BYPL reserves the right to award other suppliers who are found fit.
- 4.05 Rate Contract: Not applicable.
- 4.06 Quantity Variation: The purchaser reserves the rights to vary the quantity by (\pm) 30% of the tender quantity during the execution of the Contract.
- 4.07 Quantity Splitting: The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders. If the quantity is to be split, quantity distribution shall be in the manner detailed below:
- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
 - b) If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 on L1 price.
- Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (3) bidders

5.0 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 reserve 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/NIT.

6.0 SUPPLIER CONFIDENTIALITY

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

All 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

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

Address	Name/ Designation	E-mail Address
Technical		
IT Dept 3 rd Floor, C Block, Shakti Kiran Building, Karkardooma, Delhi-32	Ashwani Aggarwal HOD-IT	ashwani.Agarwal@relianceada.com
	Rakesh Nayak GM (IT)	rakesh.nayak@relianceada.com
Commercial		
C&M Dept. 3rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Robin Sebastian HOD-C&M	robin.sebastian@relianceada.com
	Santosh Kumar Singh Head-Procurement	santosh.kum.singh@relianceada.com
	Sisir Kumar Sahu Buyer- procurement	sisir.sahu@relianceada.com

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SCADA IT INFRASTRUCTURE UP-GRADATION**

NIT: CMC/BY/23-24/RS/SkS/SS/14

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 of licenses as notified earlier in this bid document.

2.00 SCOPE OF WORK

The scope shall include Supply, Installation, Configuration, Testing, Commissioning and Integration of Routers with BYPL SCADA Systems and Grids in the Turnkey project conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser's stores/site/Offices .

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 a rising in any way 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

- 5.01 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
- Vendor code of Conduct - Section –VI

Volume - II

- Bid Form - Annexure - I
- EMD Format - Annexure –II
- Price Format - Annexure –III
- Commercial Terms & Conditions - Annexure -IV
- Schedule of Deviations - Annexure - V
- Reverse Auction Event - Annexure - VI
- Manufacture's authorization letter - Annexure - VII
- Bidder Details form - Annexure - VIII
- Self Declaration form - Annexure - IX

- 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 web site www.bsesdelhi.com and the same 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. The same shall be published as a corrigendum in website www.bsesdelhi.com
- 6.04 Purchaser shall reserve the rights to following:
a) extend due date of submission,
b) modify tender document in part/whole,
c) cancel the entire tender
- 6.05 **Bidders are requested to visit website regularly for any modification/clarification/corrigendum/addendum of the bid documents.**

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 Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by authorized signatory.

9.0 BID FORM

9.01 The Bidder shall submit Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification enclosed with the Bidding Documents.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to as specified in the Section-I. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

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

- (a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (b) EMD shall be valid for One Hundred Twenty (120) days after date of submission drawn in favour of BSES Yamuna Power Ltd

The EMD may be forfeited in case of:

- (a) the Bidder withdraws its bid during the period of specified bid validity
- or
- (b) the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Supply 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/ Price Variation**

Clause 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 12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 5.0), clearly marked "Original Bid" plus Duplicate Soft copy in USB flash drive must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the 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-Authority accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

15.01 Bid submission: One original (hard copies) & One Duplicate Soft copy in USB flash drive 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 Bid & EMD”. The price bid shall be inside another sealed envelope with superscribed “Financial Bid”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be superscribed with — “Tender Notice No. & Due date of opening”.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date & time of submission.

- 16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 6.0, 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 by itself. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

- 19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission subject to any corrigendum/addendum/modifications in the tender documents uploaded in website.

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. Delivery Schedule
- b. Conformance to Qualifying Criteria
- c. Deviations from Bidding Documents

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

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. **The 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

Submission of bid shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to any of 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 to other bidders in the tender, provided it is required for timely execution& progress of project and provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reason thereof.

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 within fifteen(15) days from award of LOA /Purchase Order, for an amount of 10% (Ten percent) of the Total Contract value . The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty Six months (66) from the date of receipt of material (last consignment) at site/stores/office whichever is earlier plus 3 months or as per latest guidelines issued by RBI towards claim period. Upon submission of the performance security, the EMD of the successful bidder shall be released.

30.0 CORRUPT OR FRADULENT 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, or soliciting 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)

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SCADA IT
INFRASTRUCTURE UP-GRADATION**

NIT: CMC/BY/23-24/RS/SkS/SS/14

GENERAL TERMS AND CONDITIONS

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 supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.
- 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 without 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.

6.0 Inspection & Test Charges

6.01 GOODS shall be inspected by BUYER and/or third party inspection agency nominated by BUYER. Inspection shall carry out stage wise/final inspection as per agreed QA /QC procedure. In addition, inspection of GOODS shall be carried out at our Site/stores. SELLER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.

6.02 Inspection charges are included in total order value, however BUYER will bear third party inspection charges. In case of futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same shall be debited from the SELLER's invoices.

6.03 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.

6.04 Inspection call shall be raised minimum 15 (fifteen) days in advance from delivery schedule mentioned in PO and duly filled Format issued by BYPL

7.0 Handling and Storage

7.01 Material Safety Data Sheet (MSDS), detail handling & storage instruction sheet/manual, wherever applicable, to be furnished before commencement of supply and one copy is to be submitted in store/site with First Lot.

8.0 Packing, Packing List & Marking

8.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit.

8.02 **Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

9.0 Prices/Rates/Taxes

9.01 Price basis for supply of materials

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

of GST, Freight, any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

- b) The above supply prices shall also include unloading at BYPL Stores/Site/Office, Delhi 110032.
- c) Transit and storage insurance shall be in the scope of bidder.

10.0 Taxes & Duties

- 10.01 Prices for Goods are on Ex- Works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.
- 10.02 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.
- 10.03 GSTIN of BSES YAMUNA POWER LTD - 07AABCC8569N1Z0
CST No of BSES YAMUNA POWER LTD -07740254593
TIN NO of BSES YAMUNA POWER LTD - 07740254593
PAN NO of BSES YAMUNA POWER LTD - AABCC8569N
- 10.04 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month of which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

11.0 Invoicing Instructions

- 11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032. MDCC will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.
- 11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.
- 11.03 Invoice will be in the name of BSES YAMUNA POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.
- 11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.
- 11.05 Timely provision of invoices / Debit Notes / Credit Notes:
 - 11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.
 - 11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies

of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice. Documents and devices to be carried by a person-in-charge of a conveyance under.

11.06 E Way Bills / transit documents for movement of Goods:

Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for movement of Goods and the logistic partner / transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration. The Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply from the contractual date due to seizure of goods shall also attract liquidated damages.

12.0 Terms of payment

12.01 Payment :

For Supply of Equipment's (Part-A):

- a. 80% of total purchase order value for part A of Pricing schedule shall be released subject to fulfilment of following pre-requisites:
 - i. Supply of Routers as per specifications.
 - ii. Submission of detailed project schedule
 - iii. Submission of approvals of detailed engineering documents, Design documentation for Hardware & Software system, List of deliverables.
 - iv. Submission of Performance Bank Guarantee for 10% of the Total Contract value (Supply PO) as mentioned in clause no. 29.0 of Section –II, Instruction to Bidders.
- b. Balance 20% of total purchase order value for Part A shall be released after successful system run of routers.

For Installation, Commissioning and Testing (Part-B):

- a. 80% of total work order value for part B shall be released subject to fulfillment of following pre-requisites:
 - (i). Installation, Testing, Commissioning and integration of Routers with BYPL SCADA System and Grids. as per specifications along with Baseline system Review and Signoff. 10% nodes to be implemented directly including UAT sign off by OEM.
 - (ii) Installation and Commissioning of Hardware & Software System.
 - (iii) System ready for live view, Completion of UAT and Integration Test Reports.
 - (iv) Submission of Performance Bank Guarantee for 10% of the Total Contract value (Service PO) as mentioned in clause no. 29.0 of Section –II, Instruction to Bidders.
- b. Balance 20% of total work order value for Part B will be released after 1 month of successful system run of routers.

For AMC (Part-C):

AMC Charges will be paid on Quarterly basis on submission of all SLA reports.

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.

12.02 Bidder to submit the following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

- a) Signed copy of accepted Rate Contract / Purchase Order (for first payment)
- b) LR / RR / BL as applicable
- c) Challan as applicable
- d) Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
- e) Two (02) copies of Supplier's transporter invoice duly receipted by BYPL Stores & Original certificate issued by BYPL confirming receipt of the subject material at Stores/Site and acceptance of the same as per the provisions of the contract.
- f) Two (02) copies Packing List / Detailed Packing List
- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Insurance Policy / Certificate, if applicable
- k) Warranty / Guarantee Certificate, if applicable
- l) Check list for bill submission.

12.03 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail any tax credit due to any short coming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost. In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

12.04 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.

12.05 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

12.06 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

13.0 Tax Indemnity Clause

13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

- 13.02 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.
- 13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.
- 13.04 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser:
- 13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.
- 13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.
- 13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.
- 13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

14.0 The Micro, Small and Medium Enterprises (MSME)

- 14.01 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, he shall declare so within the bid of its status failing which it will be presumed that it is a non-MSME unit. Also submit a copy of Udyog Aadhaar (UA) & Udyam Registration Number.

15.0 Price Validity

- 15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 180 days from the due date of submission. For awarded suppliers, the prices shall remain valid and firm till contract completion.

16.0 Performance Guarantee

- 16.01 The successful Bidder shall furnish the Performance Bank Guarantee within fifteen(15) days from award of LOA /Purchase Order, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty Six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months or as per latest guidelines issued by RBI towards claim period. Upon submission of the performance security, the EMD of the successful bidder shall be released.
- 16.02 Bank guarantee shall be drawn in favour of BSES Yamuna Power Ltd, Delhi. The performance Bank guarantee shall be in the format as specified by BYPL.

17.0 Forfeiture

- 17.01 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 Bank Guarantee to the relevant bank. together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract
- 17.02 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.

18.0 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 16.0).

19.0 Warranty & Support

- 1.1. Offered solution should be with OEM warranty and support.
- 1.2. The proposed system including hardware and software shall have One (01) year OEM warranty and support, which includes comprehensive maintenance and support of the entire proposed solution. Thereafter the system will be in AMC.
- 1.3. 60 Routers required with 5 year Support and Service.
- 1.4. Warranty/ Support should be 30 minutes response, 7 days/week, 24 hours/day.
- 1.5. Work Around 4 Hours, Resolve 24 Hours.
- 1.6. On Site all technical Support including Man with Material, Patch, Firmware, OS upgrade etc.
- 1.7. Annual maintenance of device and report.
- 1.8. Service up time 99.5% Monthly.

20.0 Return, Replacement or Substitution.

BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL 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. BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective Date of Commencement of Contract:

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

22.0 Time – The Essence Of Contract

22.01 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.

23.0 The Laws and Jurisdiction of Contract:

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

23.02 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

24.0 Events of Default

24.01 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.

25.0 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.

26.0 Penalty for Delay

26.01 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 basic (ex-works) price for every week delay of undelivered units or part thereof for individual mile stone deliveries.

a) For Supply & Service:

1% of the basic (ex-works) price for every week of delay of undelivered units part thereof subject to maximum of 10% of total PO/ WO value of undelivered units.

b) For AMC (2nd Year onwards till completion of AMC period):

Availability Penalty Details are as mentioned:

- (i) $A \geq 99.5\%$ No Penalty
- (ii) $99.0\% \leq A < 99.5\%$ 2% of cost of monthly maintenance charges or project cost.
- (iii) $98.5\% \leq A < 99\%$, 5% of cost of monthly maintenance charges or project cost.
- (iv) $A < 98.5\%$, Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance or project cost charges for every 0.1% lower than the stipulated uptime till capping of total penalty to 10%.

26.02 N.A

26.03 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.

26.04 If Penalty is levied as per the Order terms & conditions; BYPL will raise Invoice of the penalty amount along with applicable GST rates. Accordingly, after set off of the penalty Invoice amount, net payment shall be made.

27.0 Variation in Taxes, Duties & Levies

27.1 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. In case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

27.2 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.

27.3 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall applied 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.

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

28.0 Taxes & Duties on raw materials & bought out components

28.01 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.

28.02 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.

29.0 Force Majeure

29.01 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.

29.02 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.
- (iii) Dangers of navigation, perils of the sea.

29.03 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.

29.04 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.

29.05 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.

29.06 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.

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

- i. Bidder fails to complete execution of works within the approved schedule of works, terms and conditions.
- ii. In case the Bidder commits any Act of Insolvency, or adjudged insolvent
- iii. Has abandoned the contract
- iv. Has failed to commence work or has suspended the progress of works
- v. Has failed to proceed the works with due diligence and failed to make such due progress

29.07 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.

29.08 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.

29.09 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."

29.10 Severability

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

30.0 Termination for Purchaser Convenience

30.01 BYPL may terminate this contract for its convenience at any time upon providing five (5) days written notice to Vendor. In such case, Vendor shall be entitled to receive the consideration for all obligation performed under the Contract till the date of termination, together with all retain age withheld in accordance with this Contract, subject to necessary clearance/submission/handing over of documents/information from the side of Vendor.

Vendor agrees and confirms that payment of such compensation shall be the sole and exclusive remedy of Vendor for termination of this Agreement by BYPL hereunder and Vendor shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

Vendor hereby agrees that for the settlement of claims from Vendor related to pre termination period, BYPL's evaluation shall be final and applicable. Upon termination, Vendor shall terminate all sub contracts and shall be responsible for all/any issues with them and keep BYPL its employees/directors/associates indemnified.

31.0 Transfer and Sub-Letting

31.01 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.

32.0 Recoveries

32.01 Whenever 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 detecting 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.

33.0 Waiver

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

34.0 Indemnification

34.01 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.

35.00 Documentation

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

36.0 Transit Insurance

36.01 Transit Insurance shall be arranged by the Bidder.

36.02 DAMAGE / LOSS OF CARGO IN TRANSIT: Vendor shall be solely responsible for coordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claim

lodgment and settlement. Notwithstanding the insurance cover, in case of loss / damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and delivered to the Purchaser with new material and/or Goods within 30 days of such loss / damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and delivery in such circumstances.

37.0 Limitation of Liability

37.01 Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser under the Contract shall not exceed the Contract Value except that this Clause shall not limit the liability of the Supplier:

- (a) Under any other provisions of the Contract which expressly impose a greater liability,
- (b) In cases of fraud, willful misconduct or illegal or unlawful acts, or
- (c) In cases of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances.

38.0 Liability of Suppliers

38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:

- (a) For any indirect or consequential loss or damage; and
- (b) For any direct loss or damage that exceeds:
 - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
 - (ii) The insurance claim proceeds which the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.

38.2 This limitation of liability shall not affect the Supplier's liability, if any, for damage to any third party, caused by the Supplier or any Person or firm acting on behalf of the Supplier in executing the Works.

38.3 Notwithstanding anything contained in the Contract, the Supplier shall not be liable for any gross negligence or willful misconduct on the part of the Purchaser or any of its affiliates, any vendor, or any party, other than Supplier and/or, its directors, officers, agents or representatives or its affiliates, or Sub Supplier, or the vendor or any third party engaged by it.

38.4 Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Supplier from any of its liabilities or responsibilities arising in relation to or under the Contract.

39.0 Intellectual Property Rights and Royalties

39.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Supplier, the Supplier shall rectify, modify or replace, at its own cost, the Works,

Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Supplier shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.

- 39.2 The Supplier shall be promptly notified of any claim made against the Purchaser. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission which might be prejudicial to the Supplier, unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.
- 39.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.
- 39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its Sub Supplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Supplier (or its Sub Suppliers) for any purpose other than with the prior written consent of the Purchaser.
- 39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual license or sub license (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the license or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Statutory & Cyber Security Compliance:

- 40.1 Bidder shall comply to Information Security Policy of BYPL. Bidder should comply to and should submit valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA).
- 40.2 To comply with the directives of the Ministry of Power, Govt. of India issued vide Order No. 25-11/6/2018-PG dated 2nd July, 2020). (Refer attached document in Annexure XI)
The Bidder has to provide artifacts/certificates against the below points along with or before delivery of material/invoice.
1. All equipment, components and parts imported for use in the Power Supply System and Network shall be tested in the country, to check for any kind of embedded malware/Trojan/cyber threat and for adherence to Indian Standards.
 2. All such testing has been done in certified laboratories designated by the Ministry of Power (MoP).
 3. Any import of equipment components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will have required prior permission of the Government of India (If the components have not been imported from such prior reference countries, please mention so clearly in the certificate, in which case next point does not apply).
 4. Where the equipment components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories has been approved by the Ministry of Power (MoP).
- 40.3 Compliance of following directives issued vide Ministry of Power order No. 12/34/2020-T&R dated 8th June 2021.
- 1.The equipments supplied as IT/communication products shall have valid certificate of common criteria as per ISO/IEC15408 issued by signatories of Common Criteria Recognition Agreement (CCRA). In case product sourcing is from prior reference countries the certificate for common criteria shall have to be obtained from government laboratories in India according to IC3S scheme by MEIT, which is signatory of CCRA.

41.0 Service Level Agreement :

Supplier shall commit following Service Level Agreement (SLA) as a part of the Five (05) Years onsite Warranty and Support at every Service Level as mentioned below:

SEVERITY LEVEL – I (CRITICAL)

Severity: An existing functional equipment/device is down or there is a critical impact to Customer's Operations or Operations are functional on redundant equipment/device.

METRICS : SERVICE LEVEL

Committed Response time : Maximum 1 hours from call Logging time

Resolution time without part : Maximum 4 hours from case Logging time

Resolution time with part : Maximum 12 hours from case Logging time

SEVERITY LEVEL – II (HIGH)

Severity 2: Operation of an existing is severely damaged, or significant aspects of Customer's business operation are being negatively impacted by unacceptable performance.

PARAMETERS : SLA

Committed Response time : Maximum 2 hours from call Logging time

Resolution time without part : Maximum 8 hours from case Logging time

Resolution time with part : Maximum 24 hours from case Logging time

SEVERITY LEVEL – III (MEDIUM)

Severity 3: Operational performance impaired while business operations remain function,

Committed Response time : Maximum 3 hours from call Logging time

Resolution time without part : Maximum 24 hours from case Logging time
Resolution time with part : Maximum 40 hours from case Logging time

SEVERITY LEVEL – IV (LOW)

Severity 4: Information or assistance is required on product capabilities, Installation or configuration. There is clearly little or no impact to Customer's business operation.

Committed Response time : Maximum 4 hours from call Logging time

Resolution time without part : Maximum 32 hours from case Logging time

Resolution time with part : Maximum 48 hours from case Logging time.

42.0 Acceptance

- 40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO. Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor. The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.
- 40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.
- 40.03 Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties
- 40.04 We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values;
<https://www.bsesdelhi.com/web/bypl/about-bses>

SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

Sl. No.	Item Description	Specification	Total Qty. (UoM)	Tentative Delivery Schedule	Destination
Part-A (Supply of Equipment's)					
1.	Router (Turnkey project) Make – Cisco/Nokia	SECTION – V	60 (Nos)	For Supply & Service: 04 months from the date of LOI/Order	Karkardooma Office; BYPL; Delhi
Part-B (Installation, Testing & Commissioning)					
1.	Router (Turnkey project) Make – Cisco/Nokia		60 (Nos)		
Part-C (AMC)					
1.	1 st year AMC		LS		
2.	2 nd year AMC		LS		
3.	3 rd year AMC		LS		
4.	4 th year AMC		LS		

The delivery schedule shown above is tentative. PO(s) will be released as per the actual requirement. However, supplier has to deliver the material within the delivery schedule provided.

SECTION – V

(TECHNICAL SPECIFICATION)

**SUPPLY, INSTALLATION, COMMISSIONING OF SCADA IT
INFRASTRUCTURE UPGRADATION**

NIT: CMC/BY/23-24/RS/SkS/SS/14

SCOPE OF SUPPLY:

Sr No.	Category	Minimum Requirement Description (Cisco/Nokia)
1.	Project Requirement	This is Complete Turnkey project for Grid Routers Replacement. Bidder will provide the solution with minimum 7 year life of project.
2.	Project Requirement	60 Router Required with 5 year Support and Service (1+4)
3.	General Specifications & Architecture	Router shall be Chassis based design, modular and fit into a standard 19 inch rack mounting.
4.	General Specifications & Architecture	Router should have redundant DC power feeds (-48VDC nominal), and fans.
5.	General Specifications & Architecture	Router required be conformal coated to protect sensitive electronic components against environmental contaminants and for harsh environment / For an outside plant installation, it is required that the router be protected against airborne contaminants, dust, moisture, insects, pests, corrosive gases, polluted air, or other reactive elements present in the outside air. To achieve this level of protection, it is recommended that the unit be installed in a fully sealed IP65 enclosure with heat exchanger complying with Telcordia GR487.
6.	General Specifications & Architecture	The Router shall provide non-blocked switching matrix.
7.	General Specifications & Architecture	The router should support CE/MEF services framework. The router (model/family) must be MEF CE 3.0 certified
8.	General Specifications & Architecture	The Router/Router Series/Router OS/Router family should be EAL3+ certified from Day-1
9.	General Specifications & Architecture	The Router must support following type of interfaces – 1GE, 10GE, Serial, C37.94, E&M, E1 interfaces
10.	General Specifications & Architecture	All interfaces as described above should be provided on modular field replaceable line-cards only.
11.	General Specifications & Architecture	Interface line-card slots should be universal. All the interface line-cards should be capable to be configured on all given line-card slots.
12.	General Specifications & Architecture	The Router shall support following timing ports– TOD in, TOD out, Sync in Sync out
13.	General Specifications & Architecture	The Switch should have external Alarm Option
14.	General Specifications & Architecture	Controller should be redundant, hot-swappable, and should be Field Replaceable Unit (FRU)
15.	General Specifications & Architecture	Must have out-of-band Management port.
16.	General Specifications & Architecture	Must have console port.
17.	Protocols supported	Router should support unicast IPv4 and IPv6 routing protocols BGP, OSPFv2 and OSPFv3, IS-IS (IPv4, IPv6), BGP-LU

18.	Protocols supported	Router should support LDP, MPLS-TE, SR-TE with FRR, SR TI-LFA for sub 50 msec protection.
19.	Protocols supported	Router should support ITU-T G.8032/Equivalent open Standard none proprietary based protocol, Non-stop Routing, VRRP/HSRP, pseudowire redundancy, primary and secondary LSPs, ECMP, BGP Prefix independent control (EDGE and Core)
20.	Protocols supported	Router should support IEEE 802.3.ad Link Aggregation Group (LAG) and MC-LAG
21.	Protocols supported	Router should support BFD, uBFD with tx/rx interval of minimum 10ms.
22.	Protocols supported	Router shall support MPLS OAM, Ethernet OAM protocols - CFM (IEEE802.1ag), Link OAM (IEEE802.3ah) and ITU Y.1731.
23.	Protocols supported	Router shall support IPV4 and IPV6, IGMPv1/2/3, MLD, PIM- SM & PIM-SSM.
24.	Protocols supported	Router should support Point-to-Point and Point-to-Multipoint LSP for Unicast and Multicast traffic.
25.	Protocols supported	Router shall support layer-3 and layer-2 MPLS VPN, VPLS, EVPN.
26.	Protocols supported	IEEE 1588v2 Precision Timing Protocol (PTP) and Synchronous Ethernet support for network synchronization. Should support profiles IEEE 1588v2 default, ITU-T G.8265.1, G.8275.1 full on-path, G.8275.2 partial on-path, IEC/IEEE 61850-9-3 power utility profile, C37.238-2017 power profile, Profile inter working from G.8275.1 to power profiles.
27.	Quality Of Service	The Router shall provide per-service, per-forwarding class queuing and shaping features.
28.	Quality Of Service	The Router shall provide following QoS features: classification and hierarchical scheduling, WRR, strict priority(SP), profiled scheduling and multi-tier policing and shaping.
29.	Quality Of Service	Router shall support HQOS
30.	Quality Of Service	QOS shall be supported for all type of interface including Bundled interfaces.
31.	Quality Of Service	IP Application Mapping. The list of IP match criteria should include Source IP address and mask, Destination IP address and mask, IP protocol, UDP source port, TCP source port, UDP destination port, TCP destination port.
32.	Quality Of Service	VLAN CoS preservation: the IEEE 802.1p priority bits.
33.	Quality Of Service	VLAN CoS differentiation: appropriate service differentiation must be applied according to the 802.1p bits. This will require the mapping of the .1p bits to DSCP values and EXP-bits in the MPLS header when the service is offered over a (partially) MPLS enabled network.
34.	Quality Of Service	End-to-end delay budgets are a strictly-enforced to support critical applications SCADA, VOICE , Video.
35.	Security	Security forms an integral part of a network design to protect both the end-customers and the network infrastructure. The solution that vendor proposes shall have the necessary provisions to implement the necessary security measures.

36.	Security	Support Access Control List to filter traffic based on Source & Destination IP Subnet, Source & Destination Port, Protocol Type (IP, UDP, TCP, ICMP etc) and Port Range etc. Should Support SNMPv1/v2/V3.
37.	Security	Black hole filtering: dropping of traffic destined for a specific prefix at wire speed.
38.	Security	Ingress and egress packet filtering based on L2-L4 criteria at wire speed. The possibility to log the actions on individual filter rules shall be supported.
39.	Security	Protection of local services (http, small udp/tcp servers, dhcp, telnet, ssh ...) based on L2-L4 criteria.
40.	Security	AAA support – Accounting, Authorization and Authentication of users and commands. Support of local authentication , TACACS+ and Radius.
41.	Security	Authentication of routing protocol updates: RIPv2, IS-IS, OSPF, BGP.
42.	Security	Router should support SSH & IPSEC.
43.	Security	Router should support network group encryption / Equivalent and IPsec from day-1 without any additional hardware requirement.
44.	Security	Shall support zone based statefull firewall and NAT (network address translation) functions without any additional hardware requirement.
45.	Performance	Router should support Redundant switching Plant and Control Plane.
46.	Performance	Router shall support non-blocking System throughput of minimum 60Gbps Half-Duplex / 30Gbps Full-Duplex or higher.
47.	Performance	Router shall support 30K Mac / 16K addresses.
48.	Performance	Router shall support 60K /20K IPv4 & 30k /4k IPv6 routes.
49.	Performance	Router shall support 100 multicast groups.
50.	Performance	Router shall support 8K ingress Queues and 8K egress Queues each for the node.
51.	Performance	minimum 128 / 500 MPLS layer-3 VPN's.
52.	Performance	minimum 64 MPLS VPLS.
53.	Performance	minimum 64 MPLS VPWS.
54.	Performance	Router shall support min 20 BFD sessions.
55.	Controller Requirement	Should be equipped with redundant controller cards on day-1.
56.	Licensing condition	The Router should be supplied with all applicable feature and interface perpetual-licenses from day one. No interface should have year based capping for usage.
57.	Interface Requirement	The Router should be supplied with following interfaces on Day-One:- Must have 8 PORT GE SFP CARD Conformal Coated- 2, SFP - GIGE BASE-T RJ45-16.
58.	Interface Requirement	After fulfilling Day One interface requirements, the router must have minimum of 2 interface slots vacant for future expansion. In one interface card will be 8 port or 4/4. Total 16 Port should be available for LDR interface.
59.	Physical	Should comply to NEBS Level 3 specifications.

	Specifications & Certifications	
60.	Physical Specifications & Certifications	Safety : IEC/EN 60825-1 , IEC/EN 60825-2
61.	Physical Specifications & Certifications	Storage:EN300 019-2-1 class 1.2
62.	Physical Specifications & Certifications	Transport:EN300 019-2-2 class 2.3
63.	Physical Specifications & Certifications	In service :EN300 019-2-3 class 3.2
64.	Physical Specifications & Certifications	Relative humidity: 5 to 85% (non-condensing).
65.	Physical Specifications & Certifications	Operating temperature: -40°C to 65°C
66.	Physical Specifications & Certifications	IEEE1613 Class 1, IEC61850-3 compliant.
67.	Acessories	Multimode optical fiber with active core diameter of 50 or 62.5 um with BFOC/2.5 connector.
68.	Relay Compatability	Proposed device Tele performance will support GE / Schneider / Siemens relay.
69.	Modular	Proposed device should allow teleprotection C-37.94 Modular card, Minimum 3 Module each Card with minimum 8 Port for relay.
70.	Acessories	Indian Standard power Cord to connect.
71.	Installation /UAT Signoff	OEM to own network planning, High Level Design (HLD), Low Level Design (LLD), implement 10% nodes directly and UAT including UAT singoff by OEM. OEM's scope as above must be owned by OEM's resources and not by bidder or authorized or certified resources.
72.	Training	Hands on training of 3 days by OEM resources to BYPL team on L1 troubleshooting.

SCOPE OF SERVICE:

Sr. No.	Activity in Services scope		
A	Initiation/Planning	Compliance	Remark
A.1	Project Management		
A.2	Equipment Engineering		
A.3	High Level Design		
A.4	Low Level Design with Current and after Deployment		
B	Rollout		
B.1	OEM will install on site 10% of device of total Order quantity with Bidder and BYPL, and will share the detailed configuration and project UAT report to BYPL team as well Bidder for next installation		
B.2	End to End Device Installation and commissioning at site		
B.3	HW Installation Material Supply		
B.4	Equipment I&C and Integration		
B.5	Network element Integration		
B.6	Acceptance testing		
B.7	Router Migration and configuration at site		
B.8	Existing device Uninstallation and Mounting New Device at NW Rack at respective site at GRID		
B.9	Software and Patch Upgrades as and when required and released by OEM		
B.10	Technical on site or off site Training by OEM		
C	Post Rollout		
C.1	Warranty	<input type="checkbox"/>	1 Years from date of delivery
C.2	Extended Warranty (AMC) for next 4 Years	<input type="checkbox"/>	1+4
D	Support and Services		
D.1	Support Window	24/7	
D.2	Respond	30 Minutes	
D.3	Work Around	4 Hours	
D.4	Resolve	24 Hours	
D.5	On Site all technical Support including Man with Material, Patch, Firmware, OS upgrade etc.		
D.6	Annual maintenance of device and report		
D.7	Service up time 99% Monthly		
E	Penalty		
E.1	Service penalty 10% of total Invoice, If service not meet the desired up Time on Monthly Basis		

SECTION – VI

(VENDOR CODE OF CONDUCT)

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SCADA IT INFRASTRUCTURE UP-GRADATION**

NIT: CMC/BY/23-24/RS/SkS/SS/14

VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labour and Human Rights

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

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

- Prevention of Under Age Labor - Child labor is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

- Juvenile Labor - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any Disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without

fear of reprisal, intimidation or harassment. Workers' rights to join labour unions seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

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

The health and safety standards are:

- . Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- . Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- . Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- . Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- . Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- . Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- . Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

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

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

IV. Ethics

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

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

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- . Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.

.Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plans including a periodic assessment of Vendor's performance against those objectives.

- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.

- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.

- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.

- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information

VOLUME - II

ANNEXURES

NIT: CMC/BY/23-24/RS/SkS/SS/14

Due Date for Submission of Bids :20.06.2023

ANNEXURE - I

BID FORM

To
Head of the Department
Contracts & Materials
BSES Yamuna Power Ltd
BSES Building, 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 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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)

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 One Twenty (180) 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

BYPL BANK DETAIL WITH IFSC & SWIFT CODE:

- | | |
|--------------------------------|--|
| 1. Name of the Bank: | State Bank of India |
| 2. Branch Name & Full Address: | INDUSTRIAL FINANCE BRANCH
14-15 FLOOR, JAWAHAR VYAPAR BHAWAN
1, Tolstoy Marg, New Delhi 110001 |
| 3. Branch Code: | 09601 |
| 4. Bank Account No: | 10277791808 |
| 5. IFSC Code: | SBIN0009601 |
| 6. Swift Code: | SBININBB132 |

ANNEXURE – III
PRICE FORMAT

Sl. No.	Description	QTY	UoM	HSN / SAC	Basic Rate (Rs)	GST %	GST Amt (Rs)	Unit Landed Cost (Rs)	Total Value (Rs)
		A			B	C	D=B*C	E=B+D	E*A
A.	Part-A (Supply of Equipment's)								
1	Router (Turnkey Project); Make: CISCO/NOKIA	60	Nos						
B.	Part-B (Installation, Testing, Commissioning and Integration) Make: CISCO/NOKIA								
1	Router (Turnkey Project)	60	Nos						
C.	Part-C (AMC)								
1	1 st year AMC value*	1	LS						
2	2 nd year AMC value	1	LS						
3	3 rd year AMC value	1	LS						
4	4 th year AMC value	1	LS						
D.	Tele Protection Card* (Card No. – C37.94)	1	Nos						
	Grand Total Value								

Note:

- Prices shall be Firm.
- The prices received without break up of ex-works, GST are liable for rejection.
- Please indicate the exact percentage of taxes.
- If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
- BYPL reserves the right to change, drop or increase quantity of any line item mentioned above.
- For Commercial evaluation of the bids and bidder ranking, the sum of the Prices quoted under Part-A, B and C shall only be considered.
- *Price validity of the Tele protection Card shall be of minimum 2 years with mention of Make and Model. Finalization of Quantity and Purchase Order shall be at the discretion of BSES Yamuna Power Ltd.
- *1st Year AMC starts post 01 year warranty as per Clause No. **19.0 Warranty & Support in Section-III.**

ANNEXURE - IV
COMMERCIAL TERMS AND CONDITIONS

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/ BIDDER terms
1.	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of GST & freight up to Delhi stores. b) Unloading at stores/site/office shall be in vendor's scope. c) Transit insurance in bidder's scope.	
2.	Validity of prices	180 days from the date of bid submission.	
3.	Payment terms	For Supply of Equipment's (Part-A): a. 80% of total purchase order value for part A of Pricing schedule shall be released subject to fulfilment of following pre-requisites: i) Supply of Routers as per specifications. ii) Submission of detailed project schedule iii) Submission of approvals of detailed engineering documents, Design documentation for Hardware & Software system, List of deliverables. iv) Submission of Performance Bank Guarantee for 10% of the Total Contract value (Supply PO) as mentioned in clause no. 29.0 of Section –II, Instruction to Bidders.	
		b. Balance 20% of total purchase order value for Part A shall be released after successful system run of routers.	
		For Installation, Commissioning and Testing (Part-B): a. 80% of total work order value for part B shall be released subject to fulfillment of following pre-requisites: (i). Installation, Testing, Commissioning and integration of Routers with BYPL SCADA System and Grids. as per specifications along with Baseline system, Review and Signoff.10% nodes to be implemented directly including UAT sign off by OEM. (ii) Installation and Commissioning of Hardware & Software System. (iii) System ready for live view, Completion of UAT and Integration Test Reports. (iv) Submission of Performance Bank Guarantee	

		for 10% of the Total Contract value (Service PO) as mentioned in clause no. 29.0 of Section –II, Instruction to Bidders.	
		b. Balance 20% of total work order value for Part B will be released after 1 month of successful system run.	
		For AMC (Part-C):	
		Advance payment of yearly value will be paid quarterly on submission of all SLA reports.	
4.	Delivery schedule	For Supply & Service: 04 months from the date of LOI/Order.	
5.	Warranty & Support	i) Offered solution should be with OEM warranty and support.	
		ii) The proposed system including hardware and software shall have One (01) year OEM warranty and support, which includes comprehensive maintenance and support of the entire proposed solution. The product shall cover Warranty till the end of AMC period.	
		iii) 60 Routers required with 5 year Support and Service.	
		iv) Warranty/ Support should be 30 minutes response, 7 days/week, 24 hours/day.	
		v) Work Around 4 Hours, Resolve 24 Hours.	
		vi) On Site all technical Support including Man with Material, Patch, Firmware, OS upgrade etc.	
		vii) Annual maintenance of device and report.	
		viii) Service up time 99.5% Monthly.	
6.	Penalty for delay	For Supply & Service: 1% per week of delay of undelivered units part thereof subject to maximum of 10% of total PO/WO (ex-works) value of undelivered units. ii) For AMC (2nd Year onwards till completion of AMC period): Availability Penalty Details are as mentioned: (a) A >= 99.5% No Penalty (b) 99.0% =< A < 99.5% 2% of cost of monthly maintenance charges or AMC cost. (c) 98.5% =< A < 99%, 5% of cost of monthly maintenance charges or AMC cost. (d) A < 98.5%, Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance or AMC cost charges for every 0.1% lower than the stipulated uptime till capping of total penalty to 10%.	

7.	Performance Bank Guarantee	The successful Bidder shall furnish the Performance Bank Guarantee within fifteen (15) days from award of LOA /Purchase Order, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty Six months (66) from the date of receipt of material (last consignment) at site/stores/office whichever is earlier plus 3 months or as per latest guidelines issued by RBI towards claim period. Upon submission of the performance security, the EMD of the successful bidder shall be released.	
8.	Reverse 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.	

ANNEXURE - V

SCHEDULE OF DEVIATIONS

Vendor shall refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BYPL's specifications:

TECHNICAL DEVIATIONS:-

SL NO	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

COMMERCIAL DEVIATIONS:-

SL NO	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note: By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

ANNEXURE -VI**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 – VII

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

Ref. No.

Date:

To,
Head of the Dept.
Contracts & Materials
BSES YAMUNA POWER LTD.
Shakti Kiran Building, Karkardooma
Delhi-110032

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of Routers with Model No. _____, 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 with service life of the product for 07 years.

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 authorization 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 notarized power of attorney should also be furnished.

ANNEXURE -VIII

BIDDER DETAILS FORM

Offer No.:

Date:

To,

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

Dear Sir,

In response to your Tender No. CMC/BY/23-24/RS/SkS/SS/14 for SUPPLY, INSTALLATION, COMMISSIONING OF SCADA IT INFRASTRUCTURE UPGRADATION 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. Authorized 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)
2019-2020		
2020-2021		
2021-2022		
Average Turnover		

16. Details of similar Purchase/work order executed during the last five (05) years (Please submit copy of performance / completion certificate from the client.)

Description of the Purchase /Work Order Executed	Value of Purchase/Work Order Executed	Name of the Client	Start Date	Delivery /Completion 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 -IX

SELF DECLARATION FORM

Tender No. : CMC/BY/23-24/RS/SkS/SS/14

To,

The Head Of Dept.
Contracts & Materials
BSES Yamuna Power Ltd
Shakti Kiran Building, Kakrardooma
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.)

LITIGATION HISTORY

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

CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

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

ANNEXURE -X
Technical Bid Submission Check List

Sl. No.	Description	BYPL Requirement	Bidder's Compliance
1.	Tender No.	Required	
2.	Technical Specification reference number	Required	
3.	Communication Details		
3.1	Name of the Bidder	Required	
3.2	Name of Authorized contact person	Required	
3.3	Contact No. of Authorized contact person	Required	
3.4	E-mail id of Authorized contact person	Required	
4.	Document Submission Format		
4.1	Documents shall be submitted in Box file/spiral binding. Any other format is not acceptable	Required	
4.2	Index of documents with page numbers for each document	Required	
4.3	Separator with document description shall be provided before each document	Required	
5.	Qualifying Requirement Compliance		
5.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required	
5.2	Detailed Documents supporting compliance of qualifying criteria	Required	
6.	Drawings/ Documents as per Technical Specification.		
6.1	Signed copy of technical specification	Required	
6.2	Type Test reports of offered model/ type/ rating	If applicable	
6.3	Guaranteed Technical particulars (GTP)	If applicable	
6.4	Deviation Sheet	Required	
6.5	Detailed Drawings	If applicable	
6.6	Manufacturer's quality assurance plan	Required	
6.7	Other drawing/ documents mentioned in technical specification	Required	
7.	Soft copy of complete technical bid in pen drive	Required	

Note: Submission of Technical bid check list along with all items mentioned in the check list is mandatory. Order of documents shall be strictly as per the technical bid check list. Bids with incomplete/ wrong information are liable for rejection.