

**NOTICE INVITING TENDER (NIT)**

**FOR**

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING  
OF IP SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**

**Due Date for Submission of Bids :14.09.2023, 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](http://www.bsesdelhi.com)  
GSTIN: 0711BCC8569N1Z0**

*(This document is a property of BYPL. This is not transferable and shall not be used for any purpose other than, for which it is supplied.)*

**INDEX**

<b>SL. NO.</b>	<b>DOCUMENT DESCRIPTION</b>	<b>PAGE NO.</b>
<b>VOLUME-I</b>		
<b>1.</b>	<b>SECTION - I : REQUEST FOR QUOTATION (RFQ)</b>	<b>3-10</b>
<b>2.</b>	<b>SECTION - II: INSTRUCTIONS TO BIDDER (ITB)</b>	<b>11-19</b>
<b>3.</b>	<b>SECTION - III: GENERAL CONDITIONS OF CONTRACT(GCC)</b>	<b>20-35</b>
<b>4.</b>	<b>SECTION - IV: QUANTITY AND DELIVERY REQUIREMENT</b>	<b>36</b>
<b>5.</b>	<b>SECTION - V: TECHNICAL SPECIFICATION (TS)</b>	<b>39-72</b>
<b>6.</b>	<b>SECTION - VI: VENDOR CODE OF CONDUCT</b>	<b>73-76</b>
<b>VOLUME-II</b>		
<b>7.</b>	<b>ANNEXURE - I: BID FORM</b>	<b>79</b>
<b>8.</b>	<b>ANNEXURE - II: EMD FORMAT</b>	<b>80-81</b>
<b>9.</b>	<b>ANNEXURE - III: PRICE FORMAT</b>	<b>82</b>
<b>10.</b>	<b>ANNEXURE - IV: COMMERCIAL TERMS &amp; CONDITIONS</b>	<b>83-85</b>
<b>11.</b>	<b>ANNEXURE - V: SCHEDULE OF DEVIATIONS</b>	<b>86</b>
<b>12.</b>	<b>ANNEXURE - VI: REVERSE AUCTION EVENT</b>	<b>87</b>
<b>13.</b>	<b>ANNEXURE - VII: MANUFACTURE'S AUTHORIZATION LETTER</b>	<b>88</b>
<b>14.</b>	<b>ANNEXURE - VIII: BIDDER DETAILS FORM</b>	<b>89-91</b>
<b>15.</b>	<b>ANNEXURE - IX: SELF DECLARATION FORM</b>	<b>92-93</b>
<b>16.</b>	<b>TECHNICAL BID SUBMISSION CHECKLIST</b>	<b>94</b>

**VOLUME - I**

**SECTION - I**

**REQUEST FOR QUOTATION**

**FY 23-24**

**Tender Notification : CMC/BY/23-24/RS/SKS/SS/28**

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING  
OF IP SURVEILLANCE SYSTEM**

**REQUEST FOR QUOTATION****1.00 EVENT INFORMATION**

- 1.01** BYPL invites Sealed tenders for Supply, Installation, Commissioning and Testing of IP Surveillance System from reputed suppliers.

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, COMMISSIONING AND TESTING OF IP SURVEILLANCE SYSTEM AS PER SPECIFICATION, TENDER NOTICE CMC/BY/23-24/RS/SkS/SS/28. DUE DATE FOR SUBMISSION ON 14.09.2023, 15:00 Hrs.**

S. No.	Material Description	Technical Specification	Estimated Cost (Rs)	EMD Cost (Rs)
1	<b>SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF IP SURVEILLANCE SYSTEM</b>	<b>Section V</b>	<b>Rs. 1.10 Crore</b>	<b>Rs. 2.20 Lakhs</b>

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

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

**Part A – Techno Commercial Bid** (Technical and Commercial)

**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.bsedelhi.com](http://www.bsedelhi.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 **14.09.2023, 15:00 Hrs.** at the address given below. Part A of the Bid shall be opened on **15.09.2023, 16:00 Hrs.**

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

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

- 1.3** BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of following:
- Tender is received after due date and time.
  - Tender fee of requisite value is not submitted.

- c) Earnest Money Deposit (EMD) of requisite value & validity is not deposited in shape 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) Complete Technical details are not enclosed as per the Technical Bid Submission Checklist.
- 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 OEM or authorized channel partner of OEM (Software & Hardware) 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, from OEM stating that bidder is an authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time.
2.	The bidder should have minimum 5 years experience executing projects of IP surveillance system.	i) Work Order copies ii) List of Clients with project details. iii) Completion Certificates of the work order copies shared.
3.	The Bidder must have completed atleast 3 full cycle implementation of IP Surveillance System in 3 different organizations including supply and support during the last five years from the date of bid submission.	i) Work Order copies. ii) List of Clients with project details. iii) Completion Certificates of the Work Order copies shared.
4.	The bidder must have installed and providing support for 300 cameras along with VMS and must be in operation for the last 12 months from the date of bid submission.	If bidder is an authorized channel partner of OEM, then OEM credentials shall also be considered against point Sl. No. 2, 3 and 4.
5.	The bidder should have experience in providing 24x7 Technical support service for IP surveillance system and should have in-house technical expertise.	i) Self Undertaking ii) CV's of atleast 3 in-house technical experts.

**COMMERCIAL CRITERIA:-**

Qualifying Criteria		
SL	Criteria	Documents Required
1.	Bidder should have Average Annual Sales Turnover of Rs. Five (05) Crores or more in last three (3) Financial Years (i.e. FY 2019-20, 2020-21 & 2021-22).	Audited balance sheets / Duly certified CA certificate with UDIN to be submitted.
2.	The bidder should be a public/private limited company/partnership/limited liability partnership, corporation registered under Indian Companies Act, 1956/2013 / Indian Partnership Act, 1932.	The bidder must submit the copy of registrations.
3.	The bidder should have valid Registration of GST and PAN No. with the appropriate authorities in addition to other statutory compliance.	i) Documents of PAN copy and GST registration certificate. ii) The bidder must submit an self undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.
4.	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies	Self-undertaking on bidder's 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 bidder's letterhead

The bidder should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about **No Objection** to verify his manufacturing facility as a part of tendering process.

**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 Dept.  
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 (01 Original and soft copy of Technical bid in Pen Drive):

Sr. No	Descriptions	Type of Documents
<b>Commercial :</b>		
1.	<b>Tender Fee - Demand Draft (Rs.1180/-) (incl. GST)</b>	Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
2.	<b>EMD</b>	In prescribed stamp paper & format
3.	<b>Power-of-Attorney</b>	In prescribed stamp paper & format
4.	<b>PQR Compliances</b>	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.	<b>Signed Tender document</b>	Original Tender documents duly stamped & signed on each page as token of acceptance
6.	<b>Black listing undertaking</b>	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.	<b>Commercial Terms and Conditions</b>	Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc.
8.	<b>Acceptance on Reverse Auction</b>	Duly signed Acceptance Form For Participation In Reverse Auction Event as per attached format
9.	<b>Bid Form (Unpriced) Duly Signed</b>	Duly Signed Bid Form as per attached format
10.	<b>Un price Bid Duly Signed</b>	Duly Signed Un price Bid as per attached format
<b>Technical:</b>		
11.	<b>Technical Details/ Filled in GTP/Drawings</b>	Bidder shall submit duly filled GTP with all Technical documents and Drawings.
12.	<b>Type Test Reports</b>	Bidders shall submit the copy of type test reports in their technical bids in support of technical specifications

Sr. No	Descriptions	Type of Documents
13.	<b>Testing Facilities</b>	Bidder shall submit the details of testing facilities available at their works/factory.
14.	<b>Organization Chart &amp; Manpower Details.</b>	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 13.09.2023, 15:00 Hrs
2.	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting, Zoom Meeting link: <a href="https://zoom.us/join/zoom/register/BJ0tdeirpjsqE9G690QrIjhqe9GXJkiEZO6">https://zoom.us/meeting/register/BJ0tdeirpjsqE9G690QrIjhqe9GXJkiEZO6</a> After registering, you will receive a confirmation email containing information about joining the meeting.	30.08.2023, 11:30 Hrs
3.	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	11.09.2023, 17:00 Hrs
4.	Last Date of replies to all the pre-bid queries as received	12.09.2023, 18:00 Hrs
5.	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	14.09.2023, 15:00 Hrs
6.	Date & Time of Opening of PART A – EMD and Technical Bid	15.09.2023, 16:00 Hrs
7.	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 Two (2) parts.

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL WITH 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: The rate contract shall have a validity period of 12 months from the date of LOI/PO issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder. Purchase Order (PO) shall be placed as per the requirement of BYPL.
- 4.06 Quantity Variation: The purchaser reserves the rights to vary the quantity by ... 30% of the tender quantity during the execution of the rate 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
<b>Technical</b>		
IT Dept 3 <sup>rd</sup> Floor, C Block, Shakti Kiran Building, Karkardooma, Delhi-32	Ashwani Aggarwal HOD-IT	Ashwani.Aggarwal@relianceada.com
	Rakesh Nayak GM (IT)	Rakesh.Nayak@relianceada.com
<b>Commercial</b>		
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	Sisir.Sahu@relianceada.com

**SECTION – II**

**INSTRUCTION TO BIDDERS (ITB)**

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING  
OF IP SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**

## **A. GENERAL**

**1.0** 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.

### **2.0 SCOPE OF WORK**

The scope shall include Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser's stores/site.

### **3.0 DISCLAIMER**

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in 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.

### **5.0 BIDDING DOCUMENTS**

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

#### **Volume -I**

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

OR

Online transfer through NEFT/RTGS in favour of BSES Yamuna Power Ltd, Delhi.

- (b) EMD shall be valid for One Hundred Twenty (120) days after due date of submission drawn in favour of BSES Yamuna Power Ltd, Delhi

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-Attorney 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, Commercial and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Techno Commercial Bid & EMD". The price bid shall be inside another sealed envelope with superscribed "Price 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. No Joint venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

19.01 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, 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 towards claim period. Upon submission of the performance security, the EMD shall be released.

**30.0 CORRUPT OR FRAUDULENT PRACTICES**

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

- (a) Defines, for the purposes of this provision , the terms set forth below as follows:
  - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so,by misusing the position in which they are placed, and it includes the offering, giving, receiving, 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.

BSES

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

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF IP  
SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**

## **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 Delhi/New Delhi stores/site.
- c) Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL

#### **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 & Milestone:

### 12.01 Milestone:

Milestone Number	Milestone Description
<b>Part-A</b>	<b>For Supply of Equipment's:</b>
MS-1	20% of contact value for part A of Pricing schedule shall be released subject to fulfillment of following pre-requisites: (i) Submission of detailed project schedule. (ii) submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables. (iii) Supply of hardware and software required for IP Surveillance System.
MS-2	60% of contact value for part A of Pricing schedule shall be released subject to fulfillment of following pre-requisites: (i) submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables. (ii) Installation of hardware and software required for IP Surveillance System.
MS-3	20% of contract value for Part A shall be released after 1 month of successful system run after completion, i.e. 1. Closure of all exceptions including Availability of application, Applications tuning competition. 2. Approval of Administration & Operator's User's Manual, 3. Documentation & training as per tender scope of work (supply).
<b>Part-B</b>	<b>For Services of Equipment:</b>
MS-1	80% of contract value for part B shall be released subject to fulfillment of following pre-requisites: (i). Baseline system and application software installation, testing, commissioning & Software Test Plan Software Test Execution, Review and Signoff. (ii) Installation and Commissioning of IP Surveillance System and Integration with different camera and (iii) System ready for live view, Completion of UAT and Integration Test Reports.
MS-2	10% of contract value for part B shall be released on completion, i.e. i. Closure of all exceptions including Availability of application, Applications tuning competition.

	ii. Approval of Administration & Operator's User's Manual, iii. Documentation & training as per tender scope of work (service).
MS-3	Balance 10% of contract value for Part B will be released after one (01) month of successful system run.
	Payment against all the aforesaid milestones (Supply & Services) shall be made within 30 days after receipt of Invoices duly certified by Engineer-in-Charge.

**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 at BYPL discretion. Payment terms shall be within 30 days from receipt of invoice supported by BYPL certification of completion of milestone as per table 12.01 above.

**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.

12.02 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.

12.03 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.

12.04 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.

12.05 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 120 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, for an amount of 10% (Ten percent) of the Total Contract value (both for Supply and Service). 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 towards claim period. Upon submission of the performance security, the EMD shall be released.

16.02 Bank guarantee shall be drawn in favour of BSES Yamuna Power Ltd as applicable. 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 Bond to the ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

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) except for the case set forth in Clause 22.0.

## **19.0 Warranty & Support**

- 1.1. Offered solution should be with onsite warranty and support. Bidder required to provide OEM warranty certificate.
- 1.2. The proposed system including hardware and software shall have Five (5) years warranty and support which includes comprehensive maintenance and support of the entire proposed integrated IP surveillance system.
- 1.3. The solution should be proposed along with technical support services as per requirement for Five (5) years.
- 1.4. The proposed Hardware & Software should have life of minimum seven (07) years. The OEM must support the same for seven (07) years. Bidder shall provide OEM certificate of the same.
- 1.5. During warranty period the hardware and software must be covered with necessary minor or major upgrades (Software support and upgrade Major i.e. Version and minor too)
- 1.6.
  - a. Warranty/ Support should be within 30 mins response, 7 days/week, 24 hours/day.
  - b. Hardware work around time is 8 hours and Hardware issue needs to be resolved within 48 hours.
- 1.7. System design should be with 99% availability monthly (Camera & VMS). OEM to vet the design and provide the confirmation on system availability as totality.
- 1.8. Support should cover quarterly Preventive Maintenance Service / health checkup of the system.
- 1.9. A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least four times for one calendar year.
- 1.10. System warranty will be started after installation / commissioning of VMS and Cameras or six months from date of delivery whichever is earlier.

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

BYPL shall give Supplier notice of any defective product 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.
- 26.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price of total undelivered units.
- 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.
- 26.4 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 The Purchaser may terminate this contract for its convenience at any time upon providing five (5) days written notice to the supplier. In such case, the supplier shall be entitled to receive as full compensation for all obligation performed under the Contract prior to the date of termination, together with all retain age withheld in accordance with this Contract.

30.02 Payment of such compensation is the sole and exclusive remedy of the supplier for termination of this Agreement by Purchaser hereunder and the supplier shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

30.03 Supplier hereby agrees that substantiation for settlement of any claims submitted by supplier shall be complete and in sufficient detail to allow Purchaser's evaluation. Terminate all sub contracts except those have been/ to be assigned to the Purchaser all rights, title and benefits of the Suppliers/Vendor as the case may be".

### **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:
- (c) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
- (d) 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 SubSupplier, 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 SubSupplier 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 SubSuppliers) 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 licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence 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 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](http://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>

**41.0 Documentation & Training**

**41.1 The bidder shall provide the required Documentation specified in the document for all the proposed equipment and systems.**

41,2 The Bidder shall be responsible for training the BYPL's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc.

The training should at least cover the following areas:

**Functionality available in the solution,**

1. New functionality customized (if any),
2. Parameterization,
3. Impact Analysis,
4. Generating various MIS/EIS reports from the solution provided,
5. System and Application administration,
6. Log analysis and monitoring

41.3 The documentations shall include but not limited to the followings: -

41.3.1 User guides for those who shall be using the system

41.3.2 Operational guides for administrators and technical support officers;

41.3.3 Installation, configuration, fine-tuning and maintenance guides;

41.3.4 Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.

**Technical hands-on training for Administrator and Operational teams of BYPL, at the appropriate sites (Bidder and BYPL premises as identified at the time of training) and the Bidder has to organize the classroom trainer from OEM for 4 persons.**

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

Sl. No.	Item Description	Specification	Total Qty. (Nos)	Tentative Delivery Schedule	Destination
<b>Part-A (Supply)</b>					
1.	Video Management Software Base Software	SECTION – V	1	04 months from the date of LOI/ Purchase Order	BYPL Stores/Site/ Office, Delhi
2.	Video Management Camera license (per camera)		400		
3.	Dome Camera Indoor		50		
4.	Bullet Camera Outdoor		120		
5.	Dual Sensor Network Camera		54		
6.	Memory Card for local storage 512GB		224		
7.	IO Module & Relay Module		90		
8.	Accessories (attach detail sheet)		1		
<b>Part-B (Installation, Commissioning and Testing)</b>					
1.	Installation, configuration and testing of VMS at central control center	SECTION – V	1	06 months from the date of LOI/ Purchase Order	BYPL Stores/Site/ Office, Delhi
2.	Installation of camera along with cabling digging and conducting as per site requirement		224		

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 AND TESTING OF IP  
SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**

## **1. Scope of Work :**

- 1.1.** The scope shall include Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser's stores/site.
- 1.2.** Centralized System design & Engineering for 400 Cameras, expandable to 500 Cameras at a later date without change in any hardware.
- 1.3.** Supply of 224 cameras, 400 camera licenses.
- 1.4.** Site Survey, Supply, installation, testing and commissioning complete IP CCTV surveillance system along with cabling, power supply, power distribution and required accessories
- 1.5.** Central video management software suit should be provided by the vendor whereas existing NAS storage available with BYPL needs to be integrated with the proposed solution. BYPL will be providing NAS Storage.
- 1.6.** Configure BYPL existing IP cameras to offered VMS
- 1.7.** The bidder needs to provide the sizing details of the Servers / Hardware required and BYPL will provide similar specifications of hardware
- 1.8.** Bidders require to provide the system demo as per the BYPL requirements before finalization of the system
- 1.9.** All accessories with the outdoor cameras like JB's, power supply, media converter etc. should be in water proof and dust proof housing. PVC Square (reputed make) IP66 Junction Box (waterproof) needs to provide with all supplied cameras. All Outdoor Cameras will have a PVC layered shade to extra protect outdoor cameras from birds and water.
- 1.10.** All cabling including LAN network will be in scope of vendor. All LAN cables to be covered in ISI mark PVC / GI pipes or concealed through ISI mark PVC / HDPE pipe as per site requirement.
- 1.11.** Training & handing over of all materials, equipment and appliances
- 1.12.** Complete turnkey project which include end to end Implementation and delivery, Items/accessories required for installation, testing and commissioning of CCTV system

## 2. Design Criteria

CCTV system should be design to work on WAN with at lower bandwidth as low as (256Kbps per camera). Objects or persons should be identified under low bandwidth scenario

System should be design to work with min 8 fps, 4CIF/D1 resolution

System should be design to work on low bandwidth WAN with following considerations:

- Camera stream : H.265
- Camera resolution : 4CIF (704x480)
- Video quality : Medium
- Number of cameras : 01
- Frame rate per camera : 8-10 FPS
- Recording type : Continuous 24 Hours per day
- Desired days of storage per camera: 30 Days

All cameras should support Four stream (All four stream shall be configurable for H.265 compression) and configured in such a way that one stream should provide feed to central control center, second stream should be capable to support edge recording (memory card on camera) and third for operator/client view and fourth for analytics.

System should be intelligent to monitor WAN and whenever there is outage or central control center not reachable camera should start recording on memory card present on camera and capable to restore the data to the central system in the missing area.

### 3. System Specifications

Following is the system specifications and scope:

#### 3.1. Video management software Features

- 3.1.1. Video management software offering video stream management, video stream storage management, Integration and support with Server based third party Video Content Analytics (VCA) and Third party analytics integration and support.
- 3.1.2. Recording frame rate and resolution in respect of individual channel shall be programmable. VMS to provide for Analytics and Alarm Features for pre-defined conditions.
- 3.1.3. VMS required to be integrated with the SMS gateway and SMTP server provided by BYPL for events and alarms.
- 3.1.4. VMS should provide for Multi-layer MAPS feature with alarm visibility on Maps.
- 3.1.5. The VMS should have central server redundancy and should support all make ONVIF cameras.
- 3.1.6. The VMS should support ONVIF profile S, G T & M Profile supported by IP Devices and should be listed on the global website of ONVIF.
- 3.1.7. VMS should support metadata support for ONVIF Profile-M categories in Vehicle and People for faster & refined search, Vehicle category to include "color" attribute, People category to include "gender" and "height" attributes
- 3.1.8. VMS should be integrated with camera via SDK level. Documentary evidence should be submitted for the same.
- 3.1.9. VMS should be based upon open architecture as per customer requirement. Bidder will be required to show the integration of VMS with different make of cameras like Sony, Bosch, Pelco, Axis, Panasonic, Honeywell-US, Vivotec etc.
- 3.1.10. The proposed VMS platform should be open to integrate with any third party Command & Control capabilities, Single Unified interface to operate other security systems including Access control, ANPR, Fire panels, Intrusion, PIDS, BMS systems based on BACNET or OPC framework etc. with our any external application without changing the base software. VMS OEM should provide its SDK/API free of cost for the integration with above-mentioned third-party system.
- 3.1.11. The proposed VMS platform should be GDPR certified/compliant, FIPS 140-2 Level 3 compliant and should support Digital signatures, AES 128 / 256 encryption along with HTTPS communication for cyber security readiness.
- 3.1.12. The VMS platform must support either native off the shelf fail over or any external clustering or virtualization technologies.
- 3.1.13. VMS should be offered with unlimited admin, operator, web client, Mobile client and server failover licenses.
- 3.1.14. System to have Event Based or Continuous Recording as and when required
- 3.1.15. System to have MIS reporting feature with dashboards integrated with email and SMS and should provide the following minimum reports (not limited to) to be generated and exported in pdf and XLS format –
  - 3.1.15.1. Audit/alert log report

3.1.15.2. System log report

3.1.15.3. System health report

3.1.16. Overall count of servers and cameras online and offline

3.1.17. VMS system to be able to provide complete visibility of edge recording along with its health state

3.1.18. Offered solution (VMS & Cameras) should comply to the cyber security guidelines issued by CERT & CEA

3.1.19. BYPL may request bidders to provide the offered cameras for PoC purpose under technical evaluation and may call bidders for technical presentation to evaluate the VMS.

3.1.20. FAS system shall be integrated with VMS. To facilitate integration Network digital I/O device shall be used to take NO/NC triggers of FAS controller. Bidder to consider required hardware & software licenses

## **3.2. Camera Features**

3.2.1. **Edge Recording:** Camera to have feature of Memory Card for local storage and support memory cards upto 512GB.

3.2.2. Edge storage shall secure that when a lost or broken connection is back up, the data stored on the camera's internal storage shall be retrieved and stored in the media database.

3.2.3. Memory card for recording of atleast 15 days' continuous video (min 512 GB or more) should be supply along with cameras. Memory card provided should be surveillance grade memory card for CCTV

3.2.4. **Edge Analytics:** Analytics to be in built at camera side like – Tampering, Trip Wire, Object removal, Motion detection, Queue Monitor " as all these and more detailed analytics should be addressed by Analytic software as asked in tender document.

3.2.5. Cameras must come with Smart Compression Technology. Camera should support bandwidth optimization by additional compression technique apart from H.265

3.2.6. Camera must be seamlessly integrating with leading third-party video management systems on SDK level.

3.2.7. Protocol - GB/T 28181 Must not be supported and not to there in active/Passive mode.

3.2.8. Camera Should have Non-Hisilicon soc and NDAA compliant

3.2.9. The camera should not be white labeled, ODM and third party manufactures

3.2.10. Camera must compliance cyber secure platform - TLS 1.2, RMF, FIPS 140-2, onboard TPM / camera should have hardware chipset to store key used for cryptography operations.

3.2.11. The camera OEM Should have valid H.265 HEVC Certificate and should be listed on following official website of HEVC "<https://accessadvance.com/hevc-advance-patent-pool-licensees/>" the time of submitting bid.

3.2.12. CCTV OEM should comply ISO/IEC 27001:2013

3.2.13. Camera should be manufactured according to both ISO 9001 certified for quality management and ISO 14001 certified for environmental management

3.2.14. The Intellectual Property Rights of equipment (Camera) must not reside in land border sharing country. The equipment supplied should not be manufactured by an entity in which the majority shareholding of the entity is from the Land border sharing country.

- 3.2.15. Bidder or OEM from such countries sharing a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory
- 3.2.16. OEM to provide undertaking of compliance with land border sharing clause on country of origin for initial supply as well as replacement of faulty cards/chassis throughout the life cycle of the product under valid contract.
- 3.2.17. CCTV OEM should have complied to GDPR and GRI standard.
- 3.2.18. System to be intelligent to record on memory card present on camera in case of network failure and restore to Central Server whenever the link is established
- 3.2.19. Camera model offered should be international model
- 3.2.20. Cameras to be True Day/Night function IP camera
- 3.2.21. Cameras should have **in-built or external microphones** to record audio
- 3.2.22. Cameras to support Variable bit rate (VBR) / Constant bit rate (CBR)
- 3.2.23. Cameras to be weather proof (IP66/67) & Vandal proof (IK 10)
- 3.2.24. Camera should support Codec H.265 or better
- 3.2.25. ONVIF Profile- S, G, T, M Certified /compliance
- 3.2.26. The MAC id of camera should be in the name of proposed camera OEM/vendor
- 3.2.27. Any accessory like housing, stand (OEM Make) should be provided as and when required as per site conditions along with offered camera.
- 3.2.28. Please refer Camera Technical specification in point no. 4.1
- 3.2.29. IP CCTV system should interoperable and heterogeneous in nature with BI tools
- 3.2.30. IP surveillance solution should be offered with default 5 years' warranty and support with OEM's MAF to confirm 7 years life cycle support for the supplied products under valid contract.
- 3.2.31. OEM of VMS and Camera should have Registered Service Centre Support in India from minimum last 5 years preferable in Delhi NCR.
- 3.2.32. OEM of VMS should be in the manufacturing for minimum 10 years globally. Bidder to submit OEM undertaking with details

3.2.33. The system should support N: N failover for Management server and N:1 failover for Recording server.

3.2.34. The recording server should be recording the cameras even if the Main Management server is down (In case of Management server failover is not implemented at site).

## 4. Technical Specifications

### 4.1. Camera Specifications

#### 4.1.1. Dome Camera

Sr. No.	Feature	Description New	Response	Comments
1	Imaging device/ Sensor	<b>1/3"</b> 2 MP progressive scan CMOS		
2	Frame rate	30 FPS or better		
3	IR / IR range	Yes / Up to 30m		
4	IR Switching	Auto/ Manual		
5	Minimum Illumination	Color mode: F1.2 @ 0.4 lux Black and white mode: F1.2 @ 0.2 lux		
6	Shutter Speed	1/1s~1/10000s		
7	White Balance Auto	Auto		
8	Lens	Varifocal lens (3 to 9 mm) View Angle Horizontal Viewing Angle - 113° or Higher Vertical Viewing Angle - 60° or Higher		
9	Zoom	Optical 3x or batter		
10	Zoom Ratio	Digital:4x		
11	Gain Control (AGC)	Auto/Manual		
12	Wide dynamic range (WDR )	130 dB or higher		
13	White Balance Auto	Auto		
14	Gain Control (AGC)	Auto/Manual		
15	Snapshot	Yes		
16	Video Compression	Four Video Streams, H.264,H.265 and MJPEG and configurable upto 6 profile or Higher		
17	Focus	<b>Autofocus</b>		
18	Bit rate / Compression	Support CBR/VBR		
19	Range of Bit Rate Setting	64 Kbps to 16 Mbps		
20	Alarm IN	1 Input		
21	Alarm Out	1 Output		
22	Noise reduction	Not applicable		
23	Remote Operation	Not applicable		
24	Night vision (Day Night)	True day night		
25	Video Streaming	Four Streaming or higher		
26	Video Resolution	1,920 x 1,080		

	As per industry standard	1,280 x 720 / 640 x 360 / 320 x 180) or (960 x 544 @ 30 fps, 704 x 480 or 576 @ 30 or 25 fps (4CIF), 640 x 368 @ 30 fps, 352 x 240 or 288 @ 30 or 25		
27	Video Output	Not applicable		
28	<b>Analytics (Edge)</b> In built at camera side	Tampering Motion detection Trip Wire Head Counter / Cross line people count Object removal Object Classification Crowd Detection Object Loitering		
29	Interface	RJ-45 (10/100Base-T)		
30	Security	Password protection, HTTPS encryption, digest authentication, Brute force delay attack protection , user access log, 802.1x port based authentication,  Camera should have hardware chipset to secure the key used for cryptography operations ,Camera should provide centralized certificate Management, Qos.  Camera should have FIPS 140-2 Level-3  Camera should not use any 3rd party chipset for the image processing and analytics. Camera should have IN house chipset processor.		
31	Edge Storage	microSD/microSDHC/microSDXC slot – Must support Min. 512 GB or Higher.		
32	Memory card	Min. 512 GB , Video speed class card required. Class V10 or better recommended. For 15 Days HD recording  Camera should support direct recording on NAS .		
33	Microphone	Built-in for audio recording or Camera should have 2.5mm/3.5mm jack for external Microphone (Make OEM) for audio recording. Range upto 10 Mtr. Crystal Clear audio.		
34	IR	Yes, IR illuminator will turn off if the temperature is 60°C (140°F) or higher		
35	Image Stabilizer	Yes		
36	Heater	Not applicable		
37	Weatherproof/ Waterproof	IP66 rated , NEMA 4X , weather proofing standard		
38	Vandal Proof	Yes , IK10		
39	ONVIF Certificate	Camera must be Onvif G,S,T,M compliance / Certified		
40	Power Source	PoE ( 10 W max (8 W with no IR or IR disabled): IEEE 802.3af Class 3 compliant, 12VDC Aux and surge protection		

41	Supported Web Browser for remote viewing etc	Windows – Microsoft Internet Explorer edge/ Firefox/safari/ Google Chrome. The camera on its Web GUI should provide facility to initiate video recording & audio recording (if activated) even without the Video management Software.		
42	Operating Temperature	0°C~+60°C		
43	Certifications	UL, cUL, CE, ROHS, RCM, BIS IEC/EN/UL 62368-1, IEC/EN/UL 60950-22,. NIST SP500-267 Considering the Environmental Protection camera should be PVC free		
44	Warranty	5 year Warranty from the OEM. OEM to confirm 7 yr. life cycle support for the supply product under valid contract.		
45	Trigger Generation	The camera should generate trigger in case of the following events: Edge storage functioning Camera Tempering Time based events MQTT Based events Network		
46	Protocol	The camera should support the following protocols: IPv4 & IPv6, HTTP, HTTPS, RTSP, SNMP, SRTP, Mutlicasting: IGMP, LLD, MQTT, Quality of Services, SSH, UDP, SMTP, DNS, ARP, ,Secure systemlogs Camera should accept on a digitaly signed firmware and check its authenticity every time it re-boot . The Camera to be provided by the bidder should not be complying to GB28181,GB/T28181-2011 standards and there should be no option to activate or deactivate GB/T 28181 standards in the camera web page/Settings.		

#### 4.1.2. Bullet Camera

Sr. No.	Feature	Description New	Response	Comments
---------	---------	-----------------	----------	----------

1	Imaging device/ Sensor	1/3" 2 MP progressive scan CMOS		
2	Frame rate	30 FPS or better		
3	IR / IR range	Yes / Up to 50m		
4	IR Switching	Auto/ Manual		
5	Minimum Illumination	With IR: 0 lux in monochrome mode Without IR: 0.04 to 0.08 lux in color mode;  The camera should give color image in low light condition .		
6	Shutter Speed	1/1s~1/10000s		
7	White Balance Auto	Auto		
8	Lens	3–9 mm or better, Built-in varifocal lens		
9	Zoom	Yes		
10	Zoom Ratio	Optical:3x, Digital:4x, Total:12x or better		
11	Gain Control (AGC)	Auto/Manual		
12	Wide dynamic range (WDR )	130 dB or higher		
13	White Balance Auto	Auto		
14	Gain Control (AGC)	Auto/Manual		
15	Snapshot	Yes		
16	Video Compression	Four Video Streams or higher , H.264,H.265 and MJPEG and configurable upto 6 profile or Higher		
17	Focus	Autofocus /Fix focus		
18	Bit rate / Compression	Support CBR/VBR . . The camera Frame rate ,Region of interest and group of picture should change automatically based on motion in the scene to save the BW and Storage .		
19	Range of Bit Rate Setting	64 Kbps to 16 Mbps		
20	Alarm IN	1 Input		
21	Alarm Out	1 Output		
22	Noise reduction	Yes		
23	Remote Operation	Not applicable		
24	Night vision (Day Night)	True day night		
25	Video Streaming	Four Streaming or higher		

26	Video Resolution  As per industry standard	1,920 x 1,080		
		1,280 x 720 / 640 x 360 / 320 x 180) or (960 x 544 @ 30 fps,		
		704 x 480 or 576 @ 30 or 25		
		fps (4CIF), 640 x 368 @ 30 fps, 352 x 240 or 288 @ 30 or 25		
27	Video Output	Not applicable		
28	Analytics (Edge)  In built at camera side	<p>Tampering</p> <p>Motion detection</p> <p>Trip Wire</p> <p>Head Counter / Cross line people count</p> <p>Object removal</p> <p>Object Classification</p> <p>Crowd Detection</p> <p>Object Loitering</p>		
29	Interface	RJ-45 (10/100Base-T)		
30	Security	<p>Password protection, HTTPS encryption, digest authentication, Brute force delay attack protection , user access log, 802.1x port based authentication,</p> <p>Camera should have hardware chipset to secure the key used for cryptography operations ,Camera should provide centralized certificate Management, Qos.</p> <p>Camera should have FIPS 140-2 Level-3</p> <p>Camera should not use any 3rd party chipset for the image processing and analytics . Camera should have IN house chipset processor.</p>		
31	Protocol	<p>The camera should support the following protocols:</p> <p>IPv4 &amp; IPv6, HTTP, HTTPS, RTSP, SNMP, SRTP, Mutlicasting: IGMP, LLDP, MQTT, Quality of Services, SSH, UDP, SMTP, DNS, ARP, ,Secure systemlogs</p> <p>Camera should accept on a digitally signed firmware and check its authenticity every time it re-boot .</p> <p>The Camera to be provided by the bidder should not be complying to GB28181,GB/T28181-2011 standards and there should be no option to activate or deactivate GB/T 28181 standards in the camera web page/Settings.</p>		
32	Edge Storage	microSD/microSDHC/microSDXC slot – Must support Min. 512 GB or Higher.		

33	Memory card	Min. 512 GB , Video speed class card required. Class V10 or better recommended. For 15 Days HD recording  Camera should support direct recording on NAS .		
34	Microphone	Built-in for audio recording or Camera should have 2.5mm/3.5mm jack for external Microphone (Make OEM) for audio recording. Range upto 10 Mtr. Crystal Clear audio.		
35	IR	Yes, IR illuminator will turn off if the temperature is 60°C (140°F) or higher		
36	Image Stabilizer	yes		
37	Heater	Not applicable		
38	Weatherproof/ Waterproof	IP66 rated , NEMA 4X , weather proofing standard		
39	Vandal Proof	Yes , IK10		
40	ONVIF Certificate	Camera must be Onvif G,S,T,M compliance / Certified		
41	Power Source	PoE ( 10 W max (8 W with no IR or IR disabled): IEEE 802.3af Class 3 compliant, 12VDC Aux		
42	Supported Web Browser for remote viewing etc	Windows – Microsoft Internet Explorer edge/ Firefox/safari/ Google Chrome. The camera on its Web GUI should provide facility to initiate video recording & audio recording (if activated) even without the Video management Software.		
43	Operating Temperature	0°C~+60°C		
44	Certifications	UL, cUL, CE, ROHS, RCM, BIS  IEC/EN/UL 62368-1, IEC/EN/UL 60950-22,. NIST SP500-267 Considering the Environmental Protection camera should be PVC free		
45	Warranty	5 year Warranty from the OEM. OEM to confirm 7 yr. life cycle support for the supply product under valid contract.		
46	Trigger Generation	The camera should generate trigger in case of the following events:  Edge storage functioning Camera Tempering Time based events MQTT Based events Network		

47	Protocol	<p>The camera should support the following protocols:</p> <p>IPv4 &amp; IPv6, HTTP, HTTPS, RTSP, SNMP, SRTP, Multicasting: IGMP, LLDP, MQTT, Quality of Services, SSH, UDP, SMTP, DNS, ARP, ,Secure system logs</p> <p>Camera should accept on a digitally signed firmware and check its authenticity every time it re-boot .</p> <p>The Camera to be provided by the bidder should not be complying to GB28181,GB/T28181-2011 standards and there should be no option to activate or deactivate GB/T 28181 standards in the camera web page/Settings.</p>		
----	----------	--	--	--

#### 4.1.3 Multisensor Camera Outdoor

Sr. No.	Feature	Description New	Response	Comments
1	Imaging device/ Sensor	2 x 1/3" 2 MP progressive scan CMOS		
2	Frame rate	30 FPS or better		
3	IR / IR range	Yes / Up to 25m		
4	IR Switching	Auto/ Manual		
5	Minimum Illumination	<p>With IR: 0 lux in monochrome mode Without IR: 0.04 to 0.08 lux in color mode;</p> <p>The camera should give color image in low light condition .</p>		
6	Shutter Speed	1/1s~1/10000s		
7	White Balance Auto	Auto		
8	Lens	3-6 / 3-7 mm or better, Built-in varifocal lens		
9	Zoom	Yes		
10	Zoom Ratio	Optical:3x, Digital:4x, Total:12x or better		
11	Gain Control (AGC)	Auto/Manual		
12	Wide dynamic range (WDR )	105 dB or higher		
13	White Balance Auto	Auto		
14	Gain Control (AGC)	Auto/Manual		
15	Snapshot	Yes		
16	Video Compression	Four Video Streams or higher , H.264,H.265 and MJPEG and configurable upto 6 profile or Higher		
17	Focus	Autofocus /Fix focus		

18	Bit rate / Compression	Support CBR/VBR . . The camera Frame rate ,Region of interest and group of picture should change automatically based on motion in the scene to save the BW and Storage .		
19	Range of Bit Rate Setting	64 Kbps to 16 Mbps		
20	Alarm IN	1 Input		
21	Alarm Out	1 Output		
22	Noise reduction	Yes		
23	Remote Operation	Not applicable		
24	Night vision (Day Night)	True day night		
25	Video Streaming	Four Streaming or higher		
26	Video Resolution As per industry standard	1,920 x 1,080		
		1,280 x 720 / 640 x 360 / 320 x 180) or (960 x 544 @ 30 fps,		
		704 x 480 or 576 @ 30 or 25		
		fps (4CIF), 640 x 368 @ 30 fps, 352 x 240 or 288 @ 30 or 25		
27	Video Output	Not applicable		
28	Analytics (Edge) In built at camera side	Tampering		
		Motion detection		
		Trip Wire		
		Head Counter / Cross line people count		
		Object removal		
		Object Classification		
		Crowd Detection		
		Object Loitering		
29	Interface	RJ-45 (10/100Base-T)		

30	Security	<p>Password protection, HTTPS encryption, digest authentication, Brute force delay attack protection , user access log, 802.1x port based authentication,</p> <p>Camera should have hardware chipset to secure the key used for cryptography operations ,Camera should provide centralized certificate Management, Qos.</p> <p>Camera should have FIPS 140-2 Level-3</p> <p>Camera should not use any 3rd party chipset for the image processing and analytics. Camera should have IN house chipset processor.</p>		
31	Protocol	<p>The camera should support the following protocols:</p> <p>IPv4 &amp; IPv6, HTTP, HTTPS, RTSP, SNMP, SRTP, Multicasting: IGMP, LLDP, MQTT, Quality of Services, SSH, UDP, SMTP, DNS, ARP, ,Secure systemlogs</p> <p>Camera should accept on a digitally signed firmware and check its authenticity every time it re-boot .</p> <p>The Camera to be provided by the bidder should not be complying to GB28181,GB/T28181-2011 standards and there should be no option to activate or deactivate GB/T 28181 standards in the camera web page/Settings.</p>		
32	Edge Storage	microSD/microSDHC/microSDXC slot – Must support Min. 512 GB or Higher.		
33	Memory card	<p>Min. 512 GB , Video speed class card required. Class V10 or better recommended. For 15 Days HD recording</p> <p>Camera should support direct recording on NAS .</p>		
34	Microphone	Built-in for audio recording or Camera should have 2.5mm/3.5mm jack for external Microphone (Make OEM) for audio recording. Range upto 10 Mtr. Crystal Clear audio.		
35	IR	Yes, IR illuminator will turn off if the temperature is 60°C (140°F) or higher		
36	Image Stabilizer	yes		
37	Heater	Not applicable		
38	Weatherproof/ Waterproof	IP66 rated , NEMA 4X , weather proofing standard		
39	Vandal Proof	Yes , IK10		
40	ONVIF Certificate	Camera must be Onvif G,S,T,M compliance / Certified		
40	Power Source	PoE ( 10 W max (8 W with no IR or IR disabled): IEEE 802.3af Class 3 compliant, 12VDC Aux		

41	Supported Web Browser for remote viewing etc	Windows – Microsoft Internet Explorer edge/ Firefox/safari/ Google Chrome. The camera on its Web GUI should provide facility to initiate video recording & audio recording (if activated) even without the Video management Software.		
42	Operating Temperature	0°C~+60°C		
43	Certifications	UL, cUL, CE, ROHS, RCM, BIS  IEC/EN/UL 62368-1, IEC/EN/UL 60950-22,. NIST SP500-267 Considering the Environmental Protection camera should be PVC free		
44	Warranty	5 year Warranty from the OEM. OEM to confirm 7 yr. life cycle support for the supply product under valid contract.		
45	Trigger Generation	The camera should generate trigger in case of the following events:  Edge storage functioning Camera Tempering Time based events MQTT Based events Network		
46	Protocol	The camera should support the following protocols:  IPv4 & IPv6, HTTP, HTTPS, RTSP, SNMP, SRTP, Multicasting: IGMP, LLDP, MQTT, Quality of Services, SSH, UDP, SMTP, DNS, ARP, ,Secure system logs  Camera should accept on a digitally signed firmware and check its authenticity every time it re-boot . The Camera to be provided by the bidder should not be complying to GB28181,GB/T28181-2011 standards and there should be no option to activate or deactivate GB/T 28181 standards in the camera web page/Settings.		

## **4.2. Video Management Software & Video Analytics Software Specifications**

- 4.2.1 VMS Openness
- 4.2.2 VMS Distributed Architecture
- 4.2.3 VMS Management
- 4.2.4 Failover Support
- 4.2.5 Multi Casting and Multi Streaming
- 4.2.6 SNMPV3 Support
- 4.2.7 NAT Firewall Support
- 4.2.8 Monitoring
- 4.2.9 Cameras
- 4.2.10 Logs
- 4.2.11 VMS Client Viewer (operator) features
- 4.2.12 VMS Storage
- 4.2.13 Hardware & Software
- 4.2.14 Configuration and Setup
- 4.2.15 Management
- 4.2.16 Viewing Search Results Capabilities
- 4.2.17 Investigation and Forensic Analysis
- 4.2.18 SDK
- 4.2.19 Dashboards/ Workspace and Reporting Service
- 4.2.20 Mobile Application

S.No.	Description	Response (Comply/ Partially comply/ Not available)	Comments
<b>4.2.1</b>	<b>VMS Openness</b>		
a.	The Video Management System shall be a fully distributed solution, designed for limitless multi-site and multiple server installations requiring 24/7 surveillance with support for devices from different vendors. The Video Management System shall offer centralized management of all devices, servers and users and must empower a flexible rule-based system driven by schedules and events.		
b.	VMS shall already <b>support IP cameras from at least Twenty (20) major vendors on SDK level.</b> Bidders shall clearly list in their proposal the brands and models already integrated into VMS. Documentary evidence of same should be mandatorily submitted.		
c.	The VMS application <b>shall support all the features &amp; functionalities of the offered cameras at SDK level.</b> Documentary proof should be submitted for same.		
d.	To ensure openness, <b>VMS, cameras</b> should not be from the same manufacturer but should be tightly integrated. <b>Vendor should provide list of VA that are tightly integrated with VMS.</b>		
e.	VMS should have the options to customize various messages and prompts as per user given texts.		
f.	The VMS OEM shall furnish the software architecture for each software component offered for this project.		
g.	The Video Management System shall support 256-bit encryption of video for export purposes.		
h.	VMS shall be open to any standard storage technologies integration. It should support Local HDD, DAS, and Network Storages (NAS, SAN).		
i.	Video Recording Server should support Dual instances to Record at different resolution for the same camera enabling to record one stream at Higher resolution at local station for 30 days and the other at minimum resolution which will be archived to central storage for predefined days. Bidder shall have option to consider more than one server per station to achieve the same.		
j.	The platform must be Cloud ready from day 1 and must have the ability to host either in total or some of the modules in a private cloud environment approved by MEITY.		
k.	VMS shall support Storage system from all major brands with known installed user base. "SI"s shall clearly list in their proposal the brands and models already supported into VMS.		
l.	VMS shall offer the possibility to integrate external Video Analytics systems and open for other required systems also etc.		
m.	VMS should support Remote access for Live viewing and Archive search using any standard Browsers, e.g., Mozilla Firefox, Chrome, Internet Explorer, Safari, etc.		
n.	VMS should have Open interface over TCP/HTTP to send Video stream of any Camera to any external software running in a different machine in the same LAN.		

o.	VMS should have Open Interface to send Analytics event alerts and other Maintenance alerts (Camera disconnection, Storage Full, DBMS disconnection, etc.) over HTTP protocol to any external application running in a different machine in the same LAN.		
p.	Provide the ability to use both NVIDIA and Intel GPUs at the same time and automatically load balance the requests for optimal performance		
q.	Data Integrity of Exported Video- 56-bit DES; 128, 192 and 256-bit AES encryption as well as Digital sign exported media with SHA-2 algorithm to establish a means of detecting modification of exported video.		
<b>4.2.2</b>	<b>VMS Distributed Architecture</b>		
a.	VMS shall be designed to offer a full IP based distributed architecture.		
b.	VMS shall have the capability to handle software clients (operators) connected in minimum 100 different physical locations spread geographically apart, and connected through WAN/MAN connectivity. No of locations can be further extended in near future.		
c.	VMS shall be <b>accessible using any Standard Web browser</b> (Safari, Firefox, Internet Explorer, Edge, Chrome, etc.) for Live view and Archive search.		
d.	VMS should be able to <b>stream video of at least 16 channels</b> simultaneously to any remote clients.		
e.	The Video Management System shall allow an unlimited number of cameras to be connected to each recording server and an unlimited number of recording servers to be connected to each management server across multiple sites, if required.		
<b>4.2.3</b>	<b>VMS Management</b>		
a.	VMS shall allow managing initial client login, system configurations, logging, remote administration of recording servers, devices, security, rules, alerts and logging.		
b.	The Security application shall offer a complete and scalable video surveillance solution which allows cameras to be added on a unit-by-unit basis. The database shall support over 10,000 cameras / IP endpoints in a single Hardware machine.		
c.	VMS should support Scalable Video Quality Recording to record high-quality video to edge storage, while a low-quality reference video stream can be recorded centrally in the recording servers		
d.	The VMS system shall be a scalable client – server architecture built using well known operating systems		
e.	VMS shall support at least <b>5 levels of users with various privileges</b> to access the system functionality. Each category of users shall have selectable rights to perform various operations like Camera add/delete, Change camera settings, Configure storage, Control PTZ cameras, User management, etc.		
f.	<b>The System health status like Server failure, Camera disconnection, Storage full, etc. shall always be displayed in Client UI.</b>		
g.	The Video Management System shall include support for Active Directory to allow users to be added to the system. Use of Active Directory requires that a server running Active Directory, acting as a domain controller, to be available on the network.		

h.	The VMS system shall support the Open ID Connect (OIDC) protocol /Equivalent, for enhancing security and authorization control		
i.	The VMS system shall support <b>Single sign-on feature</b> to simplify username and password management for both users and administrators.		
j.	VMS shall maintain a continuous log of server status messages, Camera connectivity, Storage status, Recording ON/OFF, User activity logs etc. which shall be accessed from the Workstations using different filters.		
k.	VMS shall be able to detect IP devices automatically.		
l.	The Video Management System shall support full two-way audio between clients and edge devices as well as between <b>mobile clients and edge devices</b>		
m.	VMS shall store all configuration data of Servers, Analytics application settings, Camera recording Schedules, User login credentials, Archived video files etc. in a <b>single Database.</b>		
n.	The VMS mobile application should support biometric support for secure access to application data. It should be supported on Android as well as on Apple users.		
o.	Integrated Mobile Application to monitor overall CCTV system and for required coordination during emergency		
p.	VMS shall allow the user with Administrator privilege to record any Operator's screen to watch the operator's activity on-line.		
q.	The Video Management System shall support a versatile rule system including scheduled or event-driven actions with numerous options including support to time profiles.		
r.	Mobile Client shall support mobile device management (MDM) for management and secure devices, apps, and data from a unified console or equivalent features to control the mobile Client		
s.	VMS shall support multi-layer hyperlinked maps in form of JPEG files or better format. Cameras can be dragged and dropped from directory on the map for click-n-view on Client viewer. It should be able to help the person at Control Room draw the shortest route between two points, calculate the distance between two points and similar functions.		
t.	The VMS mobile application should support biometric support for secure access to application data. It should be supported on Android as well as on Apple users.		
u.	VMS should consist of only Base license and Channel Licenses. VMS should be provided with unlimited number of Failover Servers and Failover Camera Licenses. There should not be additional license for Parallel Recording		
v.	The VMS should be mandatory provided with unlimited number of Client Licenses.		

<b>4.2.4</b>	<b>Failover Support</b>		
a.	The system shall support N:1 automatic failover for Recording servers. The allocation of Cameras to recording servers shall be done automatically by the VMS to the failover recording server. On failure or any particular Recording server, the cameras associated with the failed server should be automatically shifted to failover servers without any human intervention. When the failed server becomes active, the cameras will be automatically allocated to the server again without any human intervention. There shall be N:1 failover server to deploy a dedicated redundant server for this purpose.		
b.	VMS shall support Failover against temporary disconnection of DBMS Service, without any loss of camera video. As soon as the DBMS service resumes, all data should automatically be stored to Database.		
c.	Once configured, the Video Management System shall not require reconfiguration of any kind when any server passes through a power Off-On cycle.		
d.	The system shall provide seamless access to recordings on the failover server for all clients through the same client views once the services are fully started.		
<b>4.2.5</b>	<b>Multi Casting and Multi Streaming</b>		
a.	VMS shall be able to operate in multicast protocol to minimize the network bandwidth.		
b.	VMS shall have the capability of managing the camera throughput on per camera basis.		
c.	VMS shall support H.265, H.264 and MJPEG 4 part10 stream for both live view and Recording independently. Compression rate shall be manageable.		
d.	Each video streams shall be individually and independently configurable in term of resolution, frames and bandwidth.		
e.	VMS shall support video streams up to at least 30fps.		
f.	VMS shall support at least CIF, 2CIF, 4CIF/D1 and Full HD and 3 Megapixel resolutions.		
g.	VMS shall include automatic camera discovery function and intuitive configuration wizards.		
h.	While in Unicast streaming, the VMS shall support flow control independently for each client.		
i.	The VMS shall be able to stream standard H.265/H.264/Mpeg4 camera video streams to any external software on demand basis.		
j.	The client viewer shall support GPU based video decoding to improve video rendering performance and up to 75% reduction in CPU load of the workstation running Client software. The use of GPU based video rendering shall also make client ready for 4K/UHD camera technology.		

<b>4.2.6</b>	<b>SNMPV3 Support</b>		
a.	The system shall act as an SNMP agent which can generate an SNMP trap as a result of rule activation in addition to other existing rule actions. The system shall be able to utilize Microsoft Windows SNMP Service for triggering of SNMP traps.		
<b>4.2.7</b>	<b>NAT Firewall Support</b>		
a.	The system shall support port forwarding, which shall allow clients from outside of a Network Address Translation (NAT) firewall to connect to the system without using a VPN.		
b.	To ensure security and ease of Firewall deployment, only one Server shall be allowed to be exposed to Internet for delivering services to all the remote clients sitting on the Internet. The remote clients shall access only that server to access the system for all the functionality.		
<b>4.2.8</b>	<b>Monitoring</b>		
a.	VMS shall allow for continuous monitoring of the operational status and event-triggered alarms from servers, cameras and other devices. The watchdog module shall provide a real-time overview of alarm status or technical problems while allowing for immediate visual verification and troubleshooting.		
b.	This module shall provide interface and navigational tools through the client		
c.	Graphical overview of the operational status and alarms from servers, network cameras and external devices including motion detectors and access control systems		
d.	Intuitive navigation using a map-based, hierarchical structure with hyperlinks to other maps, servers and devices or through a tree-view format.		
e.	Monitoring module shall provide intuitive alarm management through the user tools including.		
f.	Detailed listing of all active or incoming alarms with available filters for time period, alarm source, operator and alarm state.		
g.	Ability to reassign alarms to other operators based on: change of state for one/multiple or all alarms, change of alarm priority, entering incident-specific log information and the suppression (snooze function) of alarms.		
h.	Ability to preview, view live or playback recorded images.		
i.	Automatically close an alarm based on a corresponding event.		
j.	<b>Generate audit trail reports by incident.</b>		
<b>4.2.9</b>	<b>Cameras</b>		
a.	VMS shall allow camera clustering based on Locations as well as Groups independently.		
b.	Each operator shall be able to monitor one or several clusters of camera.		
c.	It shall be able to prevent an operator from viewing/managing one or several clusters.		

d.	VMS shall allow managing at least 100 clusters of camera.		
e.	Quantity of cameras per cluster shall be unlimited.		
f.	It shall be possible to assign each camera to one or several clusters simultaneously.		
g.	At any given time it shall be possible to block sensitive video from being viewed by some non authorized users.		
	It shall be possible to apply the common parameters to several/all cameras of the same cluster through a unique settings session.		
	Parameter settings shall be adjusted based on camera manufacturer contextual menu.		
	Following typical camera parameters shall be manageable:		
	<i>Brightness, compression, contrast, includes date and time, resolution, rotation.</i>		
	<i>Frame per second, bit rate control mode, maximum bit rate, bit rate control priority, target bit rate</i>		
	<i>Camera's Name, Description, Hardware name and Part number</i>		
	<i>Storage and recording settings, maximum storage limits and database configuration. The total hard drive space used to store the camera's recorded data shall be displayed.</i>		
	Archiving settings		
	Preset positions (if the selected camera is a PTZ camera)		
	Patrolling profiles (if the selected camera is a PTZ camera)		
	Hardware configurable events		
<b>4.2.10</b>	<b>Logs</b>		
	The system log shall be searchable by Level, Source and Event Type.		
	The Audit Log records remote user activity (searchable by User name, Audit ID, Source and Location)		
	The Alert Log records alerts triggered by rules (searchable by Alert type, Source and Event type)		
	The Event Log records event-related information (searchable by Service name, Source and Event type)		
	The Rule Log records rules in which the Make new <log entry> action been specified (searchable by Service name, Source, Event type and Rule name)		
<b>4.2.11</b>	<b>VMS Client Viewer (operator) features</b>		
	VMS shall provide feature-rich administration client for system configuration and day-to-day administration of the system.		
	The Client Viewer shall provide a Graphical User Interface (GUI) for the convenient access of live and recorded video as well as camera properties and display quality.		
	It shall be possible to create and switch between an unlimited number of views, each able to display video from up to 100 cameras from multiple servers at a time. The system shall allow views to be created which are only accessible to the user, or to groups of users based on 37 different layouts optimized for 4:3, 4:3 Portrait, 16:9 and 16:9 Portrait display ratios.		
	It shall be possible to drag and drop cameras from the camera directory to the display screen.		

	The Client Viewer shall offer the capability of browsing recordings from cameras on the same panel where other cameras are displayed live. There shall be provision to replay multiple such cameras from various timestamps, independent to one another.		
	The Client viewer shall have the feature to synchronize replay of selected cameras/all cameras in the view panel.		
	VMS shall select the appropriate video stream from camera for display depending on the display resolution to optimize the network bandwidth.		
	Digital zooming shall be possible both on Live view as well as on Replay view on Fixed as well as PTZ Cameras.		
	The Client Viewer shall support the use of standard PTZ controller or 3-axis USB joysticks for control of pan, tilt, zoom and auxiliary camera functions.		
	The Client viewer shall show on-screen floating PTZ buttons when mouse is placed on a PTZ Camera live view panel. On screen adjustment of PTZ speed shall also be there so that the speed can be adjusted independently for each camera.		
	The Client Viewer shall support the use of keyboard shortcuts for control of standard features.		
	The Client Viewer shall have the following two-way audio functions: o The Client Viewer shall allow an operator to play live audio from a camera's microphone and play back recorded audio. o The Client Viewer shall allow an operator to export audio together with video.		
	The operator shall have a "press to talk" option which shall send the microphone input from the operator out to camera attached speaker.		
	Each camera view item shall use the default assigned microphone and speaker, but the operator shall have the ability to select other audio devices or to let the same speaker follow the operator when choosing other views.		
	From the Client Viewer it shall be possible to Bookmark any important event to facilitate search and retrieval and bookmark the display layout with selected distribution of cameras across the panel		
	Client viewer shall allow the operator to Drag a line on the Sitemap touching one or more cameras. All the cameras touched by the line shall appear for live view on the screen.		
	Activate manually triggered events.		
	Use sound notifications for attracting attention to detected motion or events.		
	Get quick overview of sequences with detected motion.		
	Get quick overviews of detected alerts or events.		
	Quickly search selected areas of video recording for motion		
	Skip gaps during playback of recordings.		
	Configure and use several different joysticks.		
	Print images, with optional comments.		
	Copy images for subsequent pasting into word processors, email, etc.		
	Export recording (e.g. for use as evidence in court of law) in AVI or MEGAV, MP4,JPEG etc formats		

	The Client Viewer shall have the capability to receive multicast streams if a preset number of clients are requesting the same live view camera. The Operator shall have the option to configure the system to always receive unicast streams at the discretion of the system administrator. The system shall have the capability to switch between different streams if the network becomes unreliable and to automatically switch between the streams to ensure that the operator is able to receive video.		
	The operator shall have the ability to use digital zoom where the zooming is performed in the image only on any number of cameras simultaneously. This functionality shall be the default for fixed cameras. The use of digital zoom shall not affect recording or other users.		
	The Client Viewer shall integrate the following viewing capabilities:		
	<b>Matrix Switching:</b> The Client viewer shall allow switching amongst multiple selected bookmarked display layouts with pre determined time duration for each matrix view.		
	<b>Matrix Window</b> – A window that is used to display cameras on demand or by an external event		
	The Client Viewer shall feature an Event window to allow the user to select events and manually trigger the selected event to occur. The event window shall list all events grouped by server and camera/device that the event is associated with.		
	Client viewer shall allow the same camera to be viewed on multiple display tiles; one may be digitally zoomed, or on high resolution stream.		
	An overview image in the view shall display the normal field-of-view and the digital zoom area in a highlighted box to provide the user with spatial awareness.		
	The PTZ control window shall allow the user to select pre-defined presets for PTZ cameras and drive the selected camera to the preset.		
	The current camera state shall be displayed and shall indicate whether the camera is in live mode, in recording mode or in stopped mode.		
	The Client Viewer shall display motion activated sequences for the selected camera in a drop down menu. A line with the date, start time and duration shall represent each sequence. A drop down preview screen shall allow the user to view the recorded sequence.		
	The Client Viewer shall display Alerts defined as bookmarked events.		
	The Client Viewer shall display a time line for each camera to represent recorded video sequences. The Client Viewer shall indicate whether the video was recorded due to motion activation, or recorded without motion or pre and post alarm video. The time line band shall be highlighted based on the camera view selected in the display. The Client Viewer shall allow video sequences for the displayed cameras to be reviewed simultaneously.		
	The Client Viewer shall allow an area of interest in an image to be searched for motion by time. Search parameters shall include sensitivity and interval. A grid feature shall allow only specific regions of interest to be searched.		
	The Client Viewer shall allow a surveillance report to be printed from the image with specific information including the camera name, capture time, print time, user and user notes. The surveillance report shall be printed to any network-connected printer.		

	The Client Viewer shall allow the start and stop time and camera source for the export to be set and provide two format options for exporting video clips. The exported clip shall be the native H.264 format from the camera.		
	AVI/JPEG format – VMS shall provide options for export format type (AVI/JPEG), timestamp, frame rate (full/half), digital zoom export, and AVI CODEC. Video clip may be exported to desktop/CD/DVD or a specific file path. All audio associated with the video being exported shall automatically be included in the AVI export.		
	<b>Encryption</b> – VMS shall watermark each and every frame of the Video files with Watermarks to authenticate the source of the video. While exporting video segments to external media (CD/DVD) or to any folder in workstations, the VMS shall allow encryption of the video files with at least 128 bit encryption technique.		
	<b>Video Cart Facility</b> – VMS shall allow the users to download multiple segments of the video from the archive to a folder/storage, with an option to tag each downloaded segment with text messages. The Video segments shall be downloaded in a single folder along with a details of each of the video segments are listed. On clicking the bookmark the video should start replaying.		
	The Client Viewer shall allow the digital zoom feature to be used in recordings.		
	VMS shall allow seamless integration into an external Geographical Information System or background MAP layouts as JPEG.		
	From the GIS console or MAP layouts Operators shall get an overview of the system and access to all system components.		
	<b>Map function can use standard graphical file formats including jpg, gif, png, tif, etc.</b>		
	The Map should be a part of the Client viewer application and VMS shall allow detaching the map and showing it separately on another monitor connected to the Client viewer machine (in case of Multi-monitor workstation).		
	Different level status indication for warnings and errors		
	System performance data for cameras and servers including camera resolution, FPS, network usage, disk space, etc		
<b>4.2.12</b>	<b>VMS Storage</b>		
	VMS shall comply with any conventional storage technologies (IDE, SCSI, RAID, SAN, CAS, NAS...) to accommodate future potential expansion.		
	VMS shall be able to use server installed HDD as well as NAS/SAN in the same system for recording purpose.		
	It shall be possible to create Recording Schedules on the fly, and assign any schedule to any camera, any group of camera or to all the cameras any time. The recording shall be controlled on hourly basis. It shall be possible to manage recording on per camera basis, each with different video settings (format, frame rate and resolution).		
	VMS shall allow users to mark any specific segment of the video as Critical video segment, so that those particular segments of video do not get deleted on the default scheme (FIFO, Retention period, etc.).		

	Archive retention period shall be configurable on per camera basis. The system shall allow both retention based as well as file based deletion policy.		
<b>4.2.13</b>	<b>Hardware &amp; Software</b>		
	The solution shall run on computer networks using industry-standard equipment.		
	The analytics software shall be compatible with COTS equipment and common operating systems such as Linux, Microsoft Windows 2008/2012/2016/2019/2022 server, MS Windows 7/10/11.		
	The system shall have the ability to traverse both LAN and WAN network topologies.		
	The application should be based on Standard DBMS solution.		
	The System shall allow multiple instances of Client viewer in a single workstation.		
	The System shall be able to utilize multiple monitors connected to the Workstation to perform various tasks simultaneously (e.g. Live viewing, Archive Search, Site map display, etc.)		
<b>4.2.14</b>	<b>Configuration and Setup</b>		
	The configuration of the system shall be easy and shall not require IT skilled manpower.		
	The configuration and set up shall not require any specific knowledge on a particular DBMS, Operating system or architectural framework.		
	The installation of the software shall be in Windows or Linux & shall support the clustering of multiple servers for load balancing		
	Configuration changes made in the VMS configuration client shall modify a working copy of the configuration, and same can be reflected in Database.		
	It shall be possible to save the active configuration activation that has been applied to the system. It shall be possible to select any of the saved configurations and have the system" roll back" to an earlier configuration.		
	It shall be possible to create and export a reports of the current configuration in CSV-format for the purpose of documentation. There shall be reports for the following configurations: a) Recording schedules b) Task schedules c) Cameras and Recording Parameters d) Stream and Quality Settings e) Event Settings f) Compound Event Settings g) Alarm Settings h) Configured Users i) User Groups and Accounts j) Device Permissions k) Operating Permissions		
<b>4.2.15</b>	<b>Management</b>		
	The solution shall feature an alarm management system enabling operators to view video feeds streamed from multiple video cameras, from any PC on the network.		
	The solution shall enable managing multiple sensors simultaneously and will be capable of:		
	a. Viewing multiple sensors meeting user-specified matching criteria (filtering).		

	b. Applying common configuration settings on multiple sensors at a time.		
	c. Capturing a frozen image for multiple sensors.		
	The solution shall display a reference image with reference points for each camera, to facilitate camera identification if there's no live video stream and to align the camera back to its original position if it is moved.		
	<b>The solution shall provide an events history.</b>		
	The solution shall be capable of periodically purging the event database based on the events age or on a limited number of stored events. Purged events shall be stored to external files for later viewing with a viewing or reporting mechanism.		
	The solution shall be capable of distributing event notifications to external applications – in particular: email notifications, SMS/MMS.		
	The solution shall allow generating reports of multiple types:		
	a. For people, vehicle and stickiness counting, listing all counting events and the reported count at each time interval.		
	b. For people, vehicle and stickiness counting, a report that compares multiple counters during a period of time.		
	c. For people, vehicle and stickiness counting; a report that aggregates the results of multiple counters.		
	d. For all event types, a report that contains the details for each event and also includes a captured image of the event.		
	The solution shall be capable of searching over various time range options: <ul style="list-style-type: none"> <li>• Over the past N minutes, hours or days (e.g., past 3 hours; past 7 days).</li> <li>• Given a starting and ending date and time of day.</li> <li>• Over a recurring time interval across a date interval (e.g., between 8-9 a.m., every day between Jan 1-10).</li> </ul>		
	The solution shall be capable to generate Statistical analysis of various Events across different hours of the day.		
	The solution shall be capable to compare the occurrences of various Events across multiple days (at least 7 Days).		
	The solution shall enable adjusting the search parameters tolerance to yield fewer or more search results (while decreasing or increasing the probability for true and false matches)		
<b>4.2.16</b>	<b>Viewing Search Results Capabilities</b>		
	The solution shall provide a fundamental capability to display video playback for any search result around the time that the search target / behavior was found:		
	The solution shall continuously display a bounding box over the target (target tracking).		
	The solution shall display the video playback in an infinite loop.		
	The solution shall present a progress bar, including a graphic indication showing the time at which the search criteria were met.		
	The solution shall enable the user to Pause and Re-Play the video playback.		
	The solution shall enable the user to use the progress bar to navigate to any time position along the playback segment.		

	The playback capability should be further incorporated with several viewing options as described below.		
	The solution shall provide multiple options for viewing search results:		
	Event lists: After searching cameras for a particular Event, the solution shall be capable of displaying list of all the events in a tabular form. On clicking any entry in the table, a snap with the event detail shall be displayed. It shall be possible to play back the video of each event simply by a single click of mouse.		
<b>4.2.17</b>	<b>Investigation and Forensic Analysis</b>		
	The solution shall provide the following process and investigation capabilities:		
	<b>Bookmarking:</b> The solution shall allow the user to bookmark any Event clip for ready reference at any later point of time.		
	<b>Critical event Tagging:</b> The solution shall allow the user to tag critical Event clips so that they do not get removed from the storage based on FIFO/Retention period settings.		
	<b>Video summarization:</b> The VMS shall summarize activities in any given segment of video on demand, so that activities that happened during one hour of time can be viewed in less than 10 minutes. This feature shall be available on all the cameras connected to VMS, and user should be free to run this application anytime on the fly on any video tile.		
<b>4.2.18</b>	<b>SDK</b>		
	The video management system shall provide a documented Software Development Kit (SDK) to allow integration to and integration from third-party software.		
	The SDK shall expose all functionality of the command scripts, including, but not limited to:		
	SDK functionality shall require authentication to the system.		
	The SDK shall be accessible from all .Net programming languages.		
	A Camera SDK/API shall be available which shall allow integration to 3rd party systems.		
	A Remote Client SDK/API shall be available to allow for programming an interface between VMS & other 3rd party systems		
<b>4.2.19</b>	<b>Dashboards / Workspace and Reporting Service</b>		
1	The VMS Solution should allow the creation of user specific Workspaces/Dashboards so as to provide powerful visualization that effectively communicate complex information and KPIs in a simple and easy-to-understand way. There are several key elements that can make a powerful visualization.		
2	An agile workspace combines the latest technologies and practices to create a highly efficient and responsive work environment. Agile workspaces allow for flexibility and collaboration while smart building technologies optimize security, energy usage and overall productivity.		
3	The Dashboards in the VMS need to be widget based and each widget can be resized and positioned as per user needs. A rich selection of widgets of pre-built components or elements that can be used to build user interfaces needs to be provided.		
4	Support for Hierarchical Dashboards needs to be available to be able to nest child sites under parent sites.		
5	Creating importable/exportable dashboards allows users to share customized dashboards that are tailored to specific scenarios or use cases. This feature enables users to create and share		

	dashboards that can be imported into other applications or shared with clients or stakeholders.		
6	To create an importable/exportable dashboard, the following steps can be taken:		
	1. Choose the visualization: Select the appropriate visualization for each metric or data point, considering the audience and the dashboard's goals.		
	2. Customize the dashboard: Modify the dashboard to suit the specific needs of the scenario or use case. This might include changing the layout, adding, or removing widgets, or adjusting the data sources.		
	3. Export the dashboard: Export the dashboard in a format that can be easily imported into other applications. This might include exporting the dashboard as a PDF file.		
	4. Import the dashboard: Import the dashboard into other applications as needed or share the dashboard with colleagues or stakeholders.		
7	The ability to create importable/exportable dashboards can be particularly useful in scenarios where multiple users need to access the same dashboard, or where data needs to be shared across different workspaces or systems. It allows users to create and share customized dashboards that are tailored to specific scenarios, without the need for extensive coding or development quickly and easily.		
8	Dashboards need to have widgets to display the following information.		
	1- Number of cameras online		
	2- Number of cameras offline		
	3- Number of recording servers online		
	4- Number of recording servers offline		
	5- Number of speakers online		
	6- Number of speakers offline		
	7- Number of microphones online		
	8- Number of microphones offline		
	9- List of all cameras		
	10- Live view of camera		
	11- List of all recording servers		
	12- Total open alarms		
	13- List of users currently logged in to the VMS		
	14- Cameras with weak or no passwords		
	15- Camera health		
	16- Recording server health		
	17- Warranty Information of Cameras		
	18- IoT sensor values		
	19- Web pages		
	20- Weather information		
9	The patterns and trends that can be observed in alarm events within a system or process. An alarm event is triggered when a system detects a condition or event that requires attention, such as a malfunction, fault, or abnormal behavior.		

10	By analyzing alarm trends, one can identify patterns in the data and make informed decisions about how to optimize the system's performance and prevent failures. Here are some examples of the types of trends that can be identified through alarm analysis:		
	1. Frequency of alarms: The number of alarm events that occur over a period can indicate whether the system is operating within normal parameters or is experiencing issues.		
	2. Time of day: Some systems may experience more alarm events during specific days of the month, such as during peak usage periods.		
	3. Alarm priority: Analyzing the priority level of alarm events can help operators identify which issues require immediate attention and which can be addressed later.		
11	Overall, analyzing alarm trends can help operators and engineers identify issues before they become critical, improve system performance, and reduce downtime.		
12	Alarms triggered each day categorized by the source or origin of the alarm. This type of analysis is useful in identifying patterns and trends in alarm behavior, which can be used to optimize alarm settings and improve overall system performance.		
12	A carousel option for views that would allow users to view footage from a set of cameras, and then quickly switch to view footage from another set of cameras automatically based on a set timer value.		
14	View for cameras would provide a more efficient and intuitive way for users to view footage from multiple cameras, improving their ability to monitor and respond to events in real-time.		
15	A visual representation of camera uptime or availability over a specified time.		
16	By analyzing, the users can gain valuable insights into camera performance and identify potential issues or trends.		
17	A visual representation of camera storage availability over a specified time.		
18	By analyzing, the users can gain valuable insights into camera performance and identify potential issues or trends.		
19	Data visualization that displays data related to the properties of cameras in a ranked order is a powerful tool for visualizing and analyzing camera data, providing users with an intuitive and informative view of how different cameras compare to one another in terms of their properties.		
20	Data visualization that displays data related to the alarms in a ranked order is a powerful tool for visualizing and analyzing alarm data, providing users with an intuitive and informative view of how different sites compare to one another in terms of their alarms.		
21	Reporting Service		
22	Reporting capabilities to generate insightful and informative reports. Key elements that make for reporting capabilities are:		
23	Data integration: The ability to gather data from various sources is critical for reporting capabilities.		
24	2. Data visualization: Visualizing data in a clear and meaningful way is an important aspect of reporting capabilities. This includes the use of charts, graphs, and other visual aids to help users understand complex data.		
25	3. Customization: The ability to customize reports to meet the needs of individual users is another essential element of reporting capabilities. This includes the ability to customize the logos, headers, footers, font, color etc.		
26	4. Collaboration: The ability to collaborate on reports and share them with others is essential for reporting capabilities. This includes the ability to share reports, export/import, set up permissions and access levels, and track changes to the report.		
27	Pre-built report designs that can be tailored to specific business needs or requirements. These templates provide a starting point for creating reports, saving time and effort in the report creation process.		
28	These elements can be easily modified and customized to meet the specific needs of the business or user.		
29	The benefits of using customizable report templates include:		
	1. Consistency: By using pre-built templates, businesses can ensure that all reports have a consistent look and feel, making them easier to read and understand.		

	2. Saves time: Templates can save time in the report creation process, as users do not have to start from scratch every time, they need to create a new report.		
	3. Customization: Templates can be easily customized to meet specific business needs, allowing users to modify elements such as colors, fonts, and data visualizations to match their requirements.		
30	The VMS should allow recording and reporting on warranty information of cameras. User interface that allows users to select the date on which a camera was installed. This is commonly used in security camera systems, where it is important to keep track of when cameras are installed and when they need to be serviced or replaced.		
31	The reporting should be part of and within the VMS application. All reports need to be accessed within the VMS client		
32	The VMS should support creation of tags and tagging of cameras to allow filtering of cameras in reports and dashboards based on tag values.		
33	A report of all the audit events that occur in a system or process. It provides a detailed history of actions taken, changes made, and transactions processed.		
34	Reports for analyzing data related to user logins to a system or application involve collecting data on user login behavior, such as the time and location of logins, the number of logins per user, and the devices used to access the system.		
35	Report for analyzing alarm information such as Alarm Name, Time, Duration, Status, Actions, Time to first acknowledge.		
36	Report that provides information on all events related to access control in a particular system or facility. This report typically includes information on user access attempts, successful and unsuccessful login attempts, and other related activities, commonly used in security systems to monitor and track user access, ensure compliance with security policies, and identify potential security threats.		
37	Report that provides a summary of bookmarks created from video footage captured by cameras. Bookmarks are typically created to highlight specific events or incidents captured in the video stream, such as accidents, thefts, or other noteworthy activities, commonly used in security and surveillance systems to enable easy access and review of important events captured by cameras.		
38	Report summarizing the operational status of cameras installed in a particular system or facility. This report typically includes information on camera performance metrics, such as resolution, frame rate, storage usage, and connectivity status, commonly used in security and surveillance systems to monitor the performance of cameras and ensure that they are functioning properly.		
39	Report that provides a summary of all devices installed in a particular system or facility. This report typically includes information on the type of device, its location, and its operational status.		
40	Report that provides a summary of all devices that have been disabled or taken offline in a particular system or facility, to track devices that are temporarily out of service.		
41	Report that provides a summary of video evidence captured by cameras in a particular system or facility. This report typically includes information on the date, time, and location of the video footage and a description of the events captured in it, commonly used in security and surveillance systems to enable easy access and review of video evidence related to specific incidents or activities.		
42	Report summarizing the status of recording servers in a video surveillance system, commonly used in security and surveillance systems to monitor the performance of recording servers and ensure that they are functioning properly.		
43	Report that provides a summary of the storage usage of cameras in a particular system or facility. This report typically includes information on the amount of storage space used by each camera, the percentage of total storage used, and the date and time of the last recording, commonly used in security and surveillance systems to monitor the storage usage of cameras and ensure that they have sufficient space to record video footage.		
44	All reports should be automated to be generated and delivered regularly, such as daily, weekly, or monthly. This allows users to receive up-to-date information regularly without having to manually run reports each time.		
45	The filter option in reports allows users to narrow down the report's results by applying specific filters to the data. For example, users may choose to filter the camera report by location, date range, camera type, or other relevant criteria.		
46	The level of access for reporting chosen depends on the intended purpose and audience of the resource.		

47	Private access restricts access to a select individual, while public access makes a resource available to anyone who wants to access it.		
48	Allow users to schedule reports to be automatically generated and sent to a specific recipient or list of recipients via email. This can be an especially useful feature for businesses or organizations that need to provide regular updates to stakeholders or team members, without requiring manual intervention or additional resources.		
49	The ability to view and analyze camera data based on specific tags or labels that have been assigned to them. Tags are typically used to categorize cameras based on certain properties or characteristics, such as location, camera type, resolution, or other attributes.		
50	The ability to take action on the Report by making bulk changes based on Report data		
51	Bulk updates to change camera passwords, recording properties		
<b>4.2.20</b>	<b>Mobile Application</b>		
1	The VMS application should have a mobile application which has the following functionalities:		
2	Ability to change the password of the user of the mobile app.		
3	Ability to execute assigned tasks/ actions configured in the user profile.		
4	Ability to view below minimum edge devices Unified with the VMS platform: i. Cameras ii. Cameras Alerts iii. GIS and Offline Maps iv. Ability to navigate the system hierarchical view of the edge devices & entities with ability to search entities in the system.		
5	Ability to have GIS maps on the app and access the live, recorded video feeds and alarms directly on mobile app.		
6	Ability to view live and recorded video from the cameras.		
7	Ability to use the camera of the smartphone and stream a live video feed to Command center from field operators.		
8	Ability to receive push notifications to notify mobile operators that an alarm was received.		
9	Ability to view all active alarms assigned to the mobile operator		
10	Ability to perform action on an alarm such as acknowledges an active alarm.		
11	Ability to search for devices like cameras or locations on the integrated GIS map.		

**5. Approved Makes and Accessories:**

S.No.	Description	Approved Makes
1.	IP Fixed Dome camera with required accessories.	As per technical specifications
2.	IP Fixed Bullet camera with required accessories.	
3.	IP Fixed Multisensor Camera Outdoor camera with required accessories.	
4.	Video Management Software (VMS)	As per technical specifications
5.	CAT 6 Cable & CAT-6 Patch-cords	AMP-Tyco/ Commscope/ Systemax
6.	3Cx2.5 sq.mm PVC Insulated copper conductor cable	ISI Marked
7.	25mm dia PVS/ MS Conduit	ISI Marked
8.	Duct and poles for outdoor cabling underground cabling for dual sensor camera installations as per grid condition	Reputed make
9.	Weather Proof Junction Box for UPS, media convertors of outdoor PTZ cameras and its other accessories	Reputed OEM make

**6. Documentation & Training**

- 6.1.** The bidder shall provide the required Documentation specified in the document for all the proposed equipment and systems.
- 6.2.** The Bidder shall be responsible for training the BYPL's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:
1. Functionality available in the solution,
  2. New functionality customized (if any),
  3. Parameterization,
  4. Impact Analysis,
  5. Generating various MIS/EIS reports from the solution provided,
  6. System and Application administration,
  7. Log analysis and monitoring
- 6.3.** The documentations shall include but not limited to the followings: -
- 6.3.1. User guides for those who shall be using the system
  - 6.3.2. Operational guides for administrators and technical support officers;
  - 6.3.3. Installation, configuration, fine-tuning and maintenance guides;
  - 6.3.4. Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.

- 6.4. Technical hands-on training for Administrator and Operational teams of BYPL, at the appropriate sites (Bidder and BYPL premises as identified at the time of training) and the Bidder has to organize the classroom trainer from OEM for 4 persons.

## 7. Commissioning and Acceptance Test

- 7.1. The bidder shall submit full documentation and status report on the commissioning and handover to BYPL.
- 7.2. The bidder shall propose, design, implement and perform Commission and Acceptance test plan with the BYPL.
- 7.2.1. Bidder shall prepare criteria for commissioning and acceptance for the various systems in consultation and approval of BYPL.
- 7.2.2. The criteria shall be vetted and approved by BYPL.
- 7.3. The criteria shall be attached as appendix with the commissioning and acceptance documents

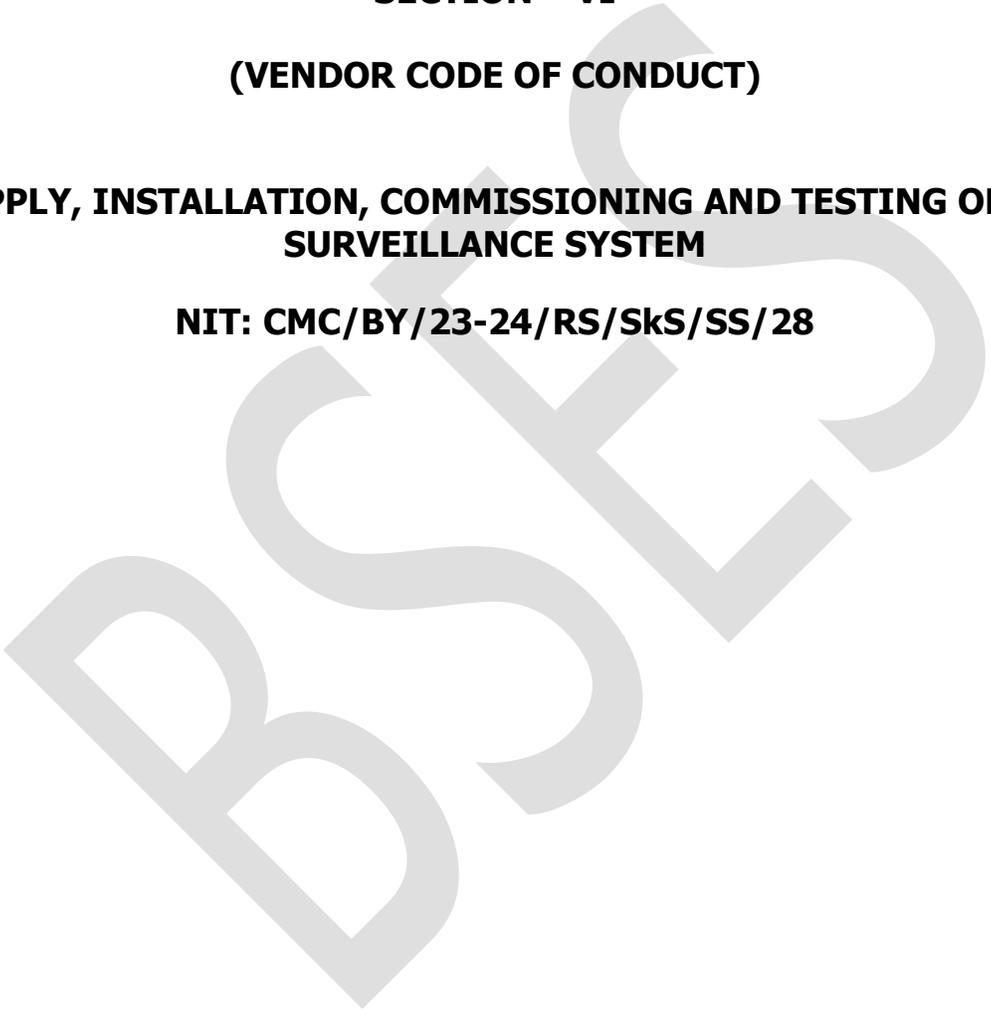
## 8. Support and Services

<b>1.0</b>	<b>Support and Services</b>		
1.1	Support Window	24/7	
1.2	Respond	30 Minutes	
1.3	Hardware Work Around	8 Hours	
1.4	Hardware permanent Resolve	48 Hours	
1.5	On Site all technical Support including Man with Material, Patch, Firmware, OS/Application upgrade etc.		
1.6	VMS Software Bug should be fix	8	
1.7	Software Upgrade	N-1	
1.8	Annual maintenance of device and report		
1.9	Service up time 99% Monthly (Camera and VMS)		
<b>2.0</b>	<b>Penalty</b>		
2.1	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, COMMISSIONING AND TESTING OF IP  
SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**



## **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**

**SUPPLY, INSTALLATION, COMMISSIONING AND TESTING  
OF IP SURVEILLANCE SYSTEM**

**NIT: CMC/BY/23-24/RS/SkS/SS/28**

**Due Date for Submission of Bids :14.09.2023**

**ANNEXURE - I**

**BID FORM**

To,  
Head of the Department  
Contracts & Materials  
BSES Yamuna Power Ltd  
Shakti Kiran 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 conditions.

This guarantee will remain in force up to and including One Twenty (120) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

**BYPL BANK DETAIL WITH IFSC & SWIFT CODE:**

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: Swasthya Vihar, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911030003596085
5. IFSC Code: UTIB0000055
6. Swift Code: AXISINBB055



**ANNEXURE – III**

**PRICE FORMAT**

S.No.	Description	Qty	UoM	HSN / SAC	Basic Rate (Rs)	GST %	GST Amount (Rs)	Unit Landed Cost (Rs)	Total Value (Rs)
		<b>A</b>			<b>B</b>	<b>C</b>	<b>D=B*C</b>	<b>E=B+D</b>	<b>E*A</b>
<b>Part-A : (Supply of Equipment)</b>									
1.	Video Management Software Base Software	1	Nos						
2.	Video Management Camera license (per camera)	400	Nos						
3.	Dome Camera Indoor	50	Nos						
4.	Bullet Camera Outdoor	120	Nos						
5.	Dual Sensor Network Camera	54	Nos						
6.	Memory Card for local storage 512GB	224	Nos						
7.	IO Module & Relay Module	90	Nos						
8.	Accessories (attach detail sheet)	1	lot						
	<b>Total Value of supply (Part A)</b>								
<b>Part-B : Service of Equipment (Installation, Commissioning and Testing)</b>									
1.	Installation, configuration and testing of VMS and VAS at central control center	1	lot						
2.	Installation of camera along with cabling digging and conducting as per site requirement	224	Nos						
	<b>Total Value of Service (Part B)</b>								
	<b>Grand Total Value (Part A + Part B)</b>								

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 in figures and words
- If there is a discrepancy between the unit price and the total price **THE UNIT PRICE** shall prevail.

**ANNEXURE – IV**

**COMMERCIAL TERMS AND CONDITIONS**

<b>SL. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>AS PER BYPL</b>	<b>CONFIRMATION OF BIDDER/ BIDDER TERMS</b>
1.	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of GST & freight up to Delhi stores/site/office.	
		b) Unloading at stores shall be in vendor's scope.	
		c) Transit insurance in BYPL scope.	
2.	Validity of prices	120 days from the date of bid submission.	
3.	Payment terms	<b>For Supply of Equipment's: (Part-A)</b>	
		<b>MS-1:</b> 20% of contact value for part A of Pricing schedule shall be released subject to fulfillment of following pre-requisites: (i) Submission of detailed project schedule (ii) submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables. (iii) Supply of hardware and software required for IP Surveillance System.	
		<b>MS-2:</b> 60% of contact value for part A of Pricing schedule shall be released subject to fulfillment of following pre-requisites: (i) submission and approval of detailed engineering documents, Design Documentation for Hardware & Software System, List of Deliverables. (ii) Installation of hardware and software required for IP Surveillance System.	
		<b>MS-3 :</b> 20% of contract value for Part A shall be released after 1 month of successful system run after completion, i.e. i. Closure of all exceptions including Availability of application, Applications tuning competition, ii. Approval of Administration & Operator's User's Manual. iii. Documentation & training as per tender scope of work (Supply).	
		<b>For Services of Equipment: (Part-B)</b>	
		<b>MS-1:</b> 80% of contract value for part B shall be released subject to fulfillment of following pre-requisites: i. Baseline system and application software installation, testing, commissioning & Software Test Plan Software Test Execution, Review and Signoff. ii. Installation and Commissioning of IP Surveillance System and Integration with different camera. iii. System ready for live view, Completion of UAT and Integration Test Reports.	
		<b>MS-2:</b> 10% of contract value for part B shall be	

		<p>released on completion, i.e.</p> <p>i. Closure of all exceptions including Availability of application, Applications tuning competition,</p> <p>ii. Approval of Administration &amp; Operator's User's Manual and</p> <p>iii. Documentation &amp; training as per tender scope of work (Supply and service).</p>	
		<b>MS-3:</b> Balance 10% of contract value for Part B will be released after 1 month of successful system run.	
		Payment against all the aforesaid milestones (Supply & Services) shall be made within 30 days after receipt of invoices duly certified by Engineer-in-Charge	
4.	Delivery schedule	<p>Supply:- 04 months from the date of LOI/Order.</p> <p>Service:- 06 months from the date of LOI/Order.</p>	
5.	Warranty & Support	i). Offered solution should be with onsite warranty and support. Bidder required to provide OEM warranty certificate.	
		ii). The proposed system including hardware and software shall have Five (5) years warranty and support which includes comprehensive maintenance and support of the entire proposed integrated IP surveillance system.	
		iii). The solution should be proposed along with technical support services as per requirement for Five (5) years.	
		iv). The proposed Hardware & Software should have life of minimum seven (07) years. The OEM must support the same for complete seven (07) years life. Bidder shall provide OEM certificate of the same.	
		v). During warranty period the hardware and software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too).	
		vi) a. Warranty/ Support window should be within 30 mins response, 7 days/week, 24 hours/day. b. Hardware workaround time is 8 hours and Hardware issues needs to be resolved within 48 hours.	
		vii). System design should be with 99% availability annually. OEM to vet the design and provide the confirmation on system availability as totality	
		viii). Support should cover quarterly Preventive Maintenance Service / health checkup of the system.	
		ix). A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least four times for one calendar year.	
		x). System warranty will be started after installation / commissioning of VMS and Cameras or six months from date of delivery whichever is earlier.	

6.	Penalty for delay	1% per week of delay of undelivered units part thereof subject to maximum of 10% of total PO (ex-works) value of undelivered units.	
7.	Performance Bank Guarantee	The successful bidder shall furnish the Performance Bank Guarantee within fifteen (15) days from the Purchase Order Date for an amount of 10% (Ten percent) of the Total Contract value (both for Supply and Service). 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 towards claim period.	
8.	Reverse Auction	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

**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,  
H.O.D (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 \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

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

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

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

Yours faithfully,  
[

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

**Note:** This letter of 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  
3<sup>rd</sup> Floor "A" Block, Shakti Kiran Building,  
Delhi-110032 (INDIA).

Dear Sir,

**In response to your Tender No. CMC/BY/23-24/RS/SkS/SS/28 for "SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF IP SURVEILLANCE SYSTEM" 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		
<b>Average Turnover</b>		

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

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

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

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

**DECLARATION**

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

Place:  
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

**ANNEXURE -IX**

**SELF DECLARATION FORM**

**Tender No. : CMC/BY/23-24/RS/SkS/SS/28**

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

**Subject: Declaration for Not blacklisted**

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debaring 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

### Technical Bid Submission Check List

S. No.	Description	BYPL Requirement	Bidder's Compliance
<b>1</b>	<b>Tender No.</b>	Required	
<b>2</b>	<b>Technical Specification reference number</b>	Required	
<b>3</b>	<b>Communication Details</b>		
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	
<b>4</b>	<b>Document Submission Format</b>		
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	
<b>5</b>	<b>Qualifying Requirement Compliance</b>		
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	
<b>6</b>	<b>Drawings/ Documents as per Technical Specification.</b>		
6.1	Signed copy of technical specification	Required	
6.2	Type Test reports of offered model/ type/ rating	Required	
6.3	Guaranteed Technical particulars (GTP)	Required	
6.4	Deviation Sheet	Required	
6.5	Detailed Drawings	Required	
6.6	Manufacturer's quality assurance plan	Required	
6.7	Other drawing/ documents mentioned in technical specification	Required	
<b>7</b>	<b>Soft copy of complete technical bid in pen drive</b>	Required	
<b>8</b>	<b>Samples as per technical specification (if require)</b>	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.**