

NOTICE INVITING TENDER (NIT)
FOR
IMPLEMENTATION OF SERVICE DESK MANAGEMENT AND ASSET
MANAGEMENT IN BYPL

NIT NO: CMC/BY/24-25/RS/Sks/APT/45

[RFx Number: 2200000071]

Due Date for Submission: 16.12.2024, 15:00 HRS

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

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VOLUME – I: INFORMATION TO BIDDER (ITB)

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites **Open Tender** in the E-Tender Bidding Process on a “Single Stage: Two Parts” from interested Bidders to enter into the contract as detailed below:

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	Delivery at
Implementation of Service Desk Management and Asset Management in BYPL	1,180	2.97 Crore	5.94 Lakhs	Delhi Office(s)/ Site(s)

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

1.02 The tender document is available for downloading from our website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders** or through our E-Tendering portal link (<https://srmpportal.bsesdelhi.com>).

1.03 **Tender Fee:** The bidder has to compulsorily submit the non-refundable tender fee of ₹ 1,180/- as demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS covering the cost of bid documents. Any such bid submitted without this Fee shall be rejected.

1.04 **Earnest Money Deposit (EMD)** of ₹ 5,94,000/- (Rupees Five Lakh and Ninety Four Thousand only) valid for 120 days from the due date of bid submission in the form of BG/FD/online transfer of the requisite amount through IMPS/NEFT/RTGS. Any such bid submitted without EMD shall be rejected.

1.05 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	16.12.2024 up to 14:00 Hrs
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the Zoom Meeting link: https://zoom.us/join/9123456789 After registering, you will receive a confirmation email containing information about joining the meeting.	10.12.2024, 16:00 Hrs
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	12.12.2024 up to 18:00 Hrs
4	Last Date of replies to all the pre-bid queries as received	14.12.2024 up to 17:00 Hrs
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	16.12.2024 up to 15:00 Hrs
6	Date & Time of Opening of PART A – EMD and Technical Bid	16.12.2024 up to 16:30 Hrs
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail

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

1.06 The Bid shall be submitted online in two (02) parts. Details of the parts are as follows:

Part A – Techno Commercial Bid

Part B – Price Bid

Bids will be submitted online and received up to **16.12.2024, 15:00 Hrs.** at the address given below.

Part A of the Bid shall be opened online on **16.12.2024, 16:30 Hrs.**

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

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

All documents shall be duly superscripted as **bid for “Implementation of Service Desk Management and Asset Management in BYPL” “NIT NO: CMC/BY/24-25/RS/SkS/APT/45 [RFx Number: 2200000071] DUE ON 16.12.2024, 15:00 Hrs.”**

1.07 BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of the following:

- a) Tender is received after the due date and time.
- b) Tender fee of requisite value is not submitted.
- c) Earnest Money Deposit (EMD) of requisite value & validity is not submitted in the shape of a Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through IMPS/NEFT/RTGS.
- d) Price Bid as per the Price Schedule is not submitted.
- e) Incomplete Bids.
- f) Necessary documents against compliance to Qualification Requirements mentioned in Section 1 Clause 2.0 of this Tender Document.
- g) Complete documents/details are not enclosed as per the Bid Index for Part-A (Technical Bid) at APPENDIX I ANNEXURE – 1.01.
- h) Filled in Schedule of Deviations as per Annexure is not submitted.

2.00 QUALIFICATION CRITERIA

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

2.01 Technical Criteria:

S. No.	Criterion	Documents to be submitted by bidder along with Bid in support of Qualification Criteria
1	The Bidder should be an OEM/OSD (Original Software Developer) or Authorized channel Partner of the OEM/OSD as on the date of tender with an authority to sell, upgrade, supply, service and maintain the proposed products.	In case the bidder is an Authorized partner of the OEM/OSD, they need to provide manufacturer Authorization Form (MAF) from OEM/ OSD stating that bidder is authorized partner of OEM/ OSD and authorized to participate in this tender and in case the

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		bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM/OSD within the stipulated time.
2	The bidder's company should have been in existence for more than 5 years.	Copy of Certificate of Incorporation
3	The bidder should have implemented similar solutions in at least three (3) Govt. sector/ PSU/ Large Corporates/ BFSI/Utility Companies in India in the last three years from the date of bid submission.	a. Purchase Order copies b. Performance Certificate/ Completion certificate/ Invoice Copies If bidder is an authorized partner of OEM/OSD, credentials of OEM/OSD shall be considered against this QR
4	The Bidder should furnish an undertaking that all the functional and technical requirements mentioned in this Tender's Technical Scope are covered in totality in the proposal/Bid submitted by the Bidder.	In case the bidder is an Authorized partner of the OEM/OSD, they need to submit an undertaking from the respective OEM/OSD.
5	The bidder and OEM shall have valid certifications as on the date of submission of bid: a) ISO 9001:2015 b) ISO 27001	Bidder shall furnish the copies of valid certificates
6	The bidder should have office in Delhi NCR.	a. Valid Address proof for presence in NCR. b. Full details of Name, Address, and Telephone Numbers should be attached.

2.02 Commercial Criteria:

S. No.	Criteria	Documents to be submitted by the bidder
7	The bidder should have average turnover of at least Rs. 50 Crores in the last three financial years (i.e. 2021-22, 2022-23, 2023-24)	Audited balance Sheet / Duly certified CA certificate having UDIN to be submitted
8	The Bidder should have positive net worth in last three financial years (i.e. 2021-22, 2022-23, 2023-24)	Bidder should furnish a Certificate from the Chartered Accountant (CA) for Net Worth
9	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 registration.
10	The bidder must have valid PAN No., GST registration in addition to other statutory compliance.	The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/ rules etc.
11	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/ Associates Companies as on the date of bid submission	Self-undertaking on Bidder's letter head
12	The Bidder shall not be blacklisted/ debarred by any central/state government institution/ PSU/ electricity utilities as on the date of submission of the bid.	Self-undertaking on bidder's letter head

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

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 deviations 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 the same shall be submitted as a part of the Technical Bid.

3.01 BID SUBMISSION

BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:

BSES will carry out E-Procurement through its e-procurement SRM portal (<https://srmprdportal.bsedelhi.com>).

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com,
2. Mr Anup Toppo, E-mail: Anup.toppo@relianceada.com, with your details as per below:

- a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available):
- b) Trade Name:
- c) Address of Principal Place of Business:
- d) Contact Person's Name:
- e) Contact Person's Designation:
- f) Contact Person's Mobile No.:
- g) Contact Person's email ID:
- h) Also, attach a valid copy of the Power of Attorney in favour of the above-mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

The login ID details shall be sent through email to the email ID mentioned by you for the same.

Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-procurement site. Please refer to the user manual available at <https://srmprdportal.bsedelhi.com> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

However, documents that necessarily have to be submitted in originals like Tender Fee (in the form of DD) or EMD (in the form of BG/FD/DD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of 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 the following:

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032**

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Kindly Note:

- The bidder has to ensure that the tender is dropped in the correct box designated for tender submission only.
- BYPL shall not be responsible for any wrong placement of tender documents by the bidder.

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

PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and **Part-B FINANCIAL BID** and shall be submitted before the due date & time specified.

PART A: TECHNICAL BID comprising of the following, do not contain any cost information whatsoever and shall be submitted within the due date:

S. No.	Descriptions	Type of Documents/Format
A.1	Bid Details	
1	Bid Index for Part-A (Technical Bid)	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	Cover Letter, if any	Standard Format
3	Bid Form (Un-priced) Duly Signed	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	Tender Fee	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	EMD	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	Power-of-Attorney/ Authorization Letter	In the standard stamp paper/letter
A.2	Technical Bid	
7	Communication Details of the Bidder	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	Manufacturer Authorization Form (as applicable)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	Technical Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	Schedule of Deviations - Technical	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification	Bidder shall submit duly filled GTP with all Technical documents (If Applicable)
12	Technical Drawings as per specification	Bidder shall submit all Drawings as per the specification (If Applicable)
13	Type Test Reports	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12 (If Applicable)
14	Sample Submission Details (if applicable as per specification)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13 (If Applicable)

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15	Product Catalogue (If applicable)	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	Manufacturer's Quality Assurance Plan	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	Other drawings/ documents mentioned in technical specification	Bidders shall submit a copy of documents in their technical bids in support of technical specifications(If Applicable)
18	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
A.3 Commercial Bid		
19	Company Profile, Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	Commercial Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	Undertakings	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	Schedule of Deviations - Commercial	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	Acceptance Form For Participation in Reverse Auction Event	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	Commercial Terms and Conditions	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/ Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05
25	Un price Bid Duly Signed	Item wise marked as “Quoted” & Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT
26	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B: FINANCIAL BID comprising of

- Price strictly in the Format enclosed at VOLUME – II - PRICE BID FORMAT indicating Break up of basic price, taxes & duties, etc.
- The Bidder has to submit the item-wise price bifurcation in the bid. An un-priced copy must be attached with the Part A (Technical Bid).

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

REVERSE AUCTION CLAUSE: Purchaser reserves the right to use the reverse auction as an optional tool through SAP-SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction. Reverse Auction will be carried out on individual item-wise rates or Package-wise.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the 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. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

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BIDS RECEIVED AFTER THE DUE DATE AND TIME MAY BE LIABLE FOR REJECTION

4.00 AWARD DECISION:

- 4.01 Purchaser intends to award the business on the lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place a Rate Contract/Purchase Order/LOI solely depends on the 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 the purchaser (and/or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay the 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.
- 4.04 Rate Contract: Not Applicable.
- 4.05 Rate shall remain FIRM till the validity of the Contract.
- 4.06 Quantity Variation: The purchaser reserves the right to vary the quantity by (+/-) 30% of the tender quantity during the execution of the rate contract.
- 4.07 Quantity Splitting: Not Applicable.

5.00 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules before 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 & Conditions. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restrict a bidder to the length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the marketplace.
- Breach of the terms of the published in Request for Quotation/NIT.

6.00 SUPPLIER CONFIDENTIALITY

All information contained in this RFQ is confidential and shall not be disclosed, published or advertised in any manner without written authorization from 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 honour these confidentiality provisions will be excluded from participating in future bidding events.

7.00 CONTACT INFORMATION

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

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Address	Name/ Designation	E-mail Address
Technical		
IT Dept. 3 rd Floor, B-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Rakesh Nayak AsVP - Information & Technology	Rakesh.Nayak@relianceada.com
	Ashwani Aggarwal Head - Information & Technology	Ashwani.aggarwal@relianceada.com
Commercial		
C&M Dept. 3 rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Anup Toppo Sr. Manager (C&M)	Anup.Toppo@relianceada.com
	Santosh Singh Addl. VP (Head-Procurement)	santosh.kum.singh@relianceada.com
	Robin Sebastian VP (HOD-C&M)	robin.sebastian@relianceada.com

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

1.00 BSES Yamuna Power Ltd, hereinafter referred to as “The Purchaser” is desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement of material notified earlier in this bid document.

2.00 SCOPE OF WORK

The scope shall include cost of Implementation of all software/Solutions/ Tools for operationalizing (till go-live) ITSM and ITAM solutions as per the requirement conforming to the SOW along with Packing, Forwarding, Transportation Unloading and proper stacking at Purchaser’s stores/site. **For detail scope of work please refer Volume – III of tender.**

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 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 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 the Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04.1 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).

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4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents.

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 may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time before the deadline for submission of Bids, the Purchaser may for any reason, whether at its 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 on the website www.bsesdelhi.com and the same will be binding on them.

6.03 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 on the website www.bsesdelhi.com

6.04 Purchaser shall reserve the rights to the following:

- a) Extend the due date of submission,
- b) Modify the tender document in part/whole,
- c) Cancel the entire tender

6.05 **Bidders are requested to visit the 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) All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.
- (b) PART A – Technical Bid and
- (c) PART B - Financial Bid

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9.0 **BID FORM**

9.01 The Bidder shall submit Bid Form with the Bidding Documents.

9.02 **EMD**

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

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

- (a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or
- (b) Fixed Deposit (lien marked in favour of BSES Yamuna Power Limited) payable at Delhi.
- (c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in Appendix II - **BYPL BANK DETAILS WITH IFSC CODE.**

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

The EMD may be forfeited in the case of:

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

or

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

10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items. 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 and Transportation to the site, all in accordance with the requirement of the 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 or Levies paid or payable during the execution of the supply work, a breakup of price constituents, should be there.

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

11.0 **BID CURRENCIES**

11.01 Prices shall be quoted in Indian Rupees Only.

12.00 **PERIOD OF VALIDITY OF BIDS**

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/E-mail.

13.00 ALTERNATIVE BIDS

13.01 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 must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original 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 the 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 words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations 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 initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

15.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — "Tender 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 Bid must be received by the Purchaser on or before the due date & time of submission.

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/24-25/RS/SKS/APT/45 [RFx Number: 2200000071]	Page 12 of 16	Bidders seal & Signature
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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

17.01 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

18.01 No Bid will be received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 16.0.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's due date & time of submission subject to any corrigendum/ addendum/ modifications in the tender documents uploaded to the 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. Purchaser may ask for submission of original documents to verify the documents submitted in support of qualification criteria.

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.

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/24-25/RS/SKS/APT/45 [RFx Number: 2200000071]	Page 13 of 16	Bidders seal & Signature
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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.

23.00 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 will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will 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 the Bidding Documents shall be evaluated. **The Purchaser will make its own assessment of the cost of any deviation to ensure a fair comparison of Bids.**

23.04 Any price adjustments that result from the above procedures shall be added for comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.00 CONTACTING THE PURCHASER

24.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

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.

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

Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the 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.

26.00 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 the order to other bidders in the

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/24-25/RS/SKS/APT/45 [RFx Number: 2200000071]	Page 14 of 16	Bidders seal & Signature
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tender, provided it is required for the timely execution of the project & 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 reasons 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 the issue of the letter of intent /Notification of Award by Purchaser.

29.0 PERFORMANCE BANK GUARANTEE (PBG)

To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/ Award/ RC/ PO. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of total Purchase Order value (including GST) 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 receipt of the PBG by BYPL, 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 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 contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before 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 for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period, 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 Terms and Conditions of the Contract.

31.0 STATUTORY GUIDELINES & REGULATIONS

The bidder shall make himself fully aware & familiarize himself with all applicable laws/ guidelines/ regulations.

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/24-25/RS/SKS/APT/45 [RFx Number: 2200000071]	Page 15 of 16	Bidders seal & Signature
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32.00 SAFETY

Safety related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <http://www.bsesdelhi.com>. All bidders shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

33.00 PRIORITY OF CONTRACT DOCUMENTS

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- i) Contract Agreement/Purchase Order.
 - (a) Special Conditions of Contract
 - (b) General Conditions of Contract
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings
- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favourable to the company shall govern and the decision of the company/ BYPL shall be final and binding upon the parties.

BID INDEX FOR PART-A (TECHNICAL BID)

(To be filled & submitted on Bidder Letter Head, Bidders document submission should have following main categories as outlined below and should have page numbers printed at the bottom of each page with this page as page number 1. The page number should be in “Page X of Y” format. Separator with document description shall be provided before each document)

NIT & RFX No.:

Bidder’s Name:

Bidder’s Bid Reference No. & Date:

S. No.	Particulars	Bid Pdf Page No.	
		From	To
A.1	Bid Details		
1.	Bid Index for Part-A (Technical Bid) as per APPENDIX I ANNEXURE - 1.01	1	
2.	Cover Letter, If any		
3.	Bid Form (Unpriced) Duly Signed as per APPENDIX I ANNEXURE - 1.02		
4.	Tender Fee Details as per APPENDIX I ANNEXURE - 1.03		
5.	EMD Details as per APPENDIX I ANNEXURE - 1.04 & 1.05		
6.	Power-of-Attorney / Authorization Letter		
A.2	Technical Bid		
7.	Communication Details of the Bidder as per APPENDIX I ANNEXURE - 1.06		
8.	Manufacturer Authorization Form (as applicable) as per APPENDIX I ANNEXURE - 1.07		
9.	Technical Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.08, 1.09, 1.10		
10.	Schedule of Technical Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.11		
11.	Guaranteed Technical particulars (GTP) as per specification (If Applicable)		
12.	All Drawings as per specification (If Applicable)		
13.	Type Test Reports (Sequence of Tests shall be strictly in accordance with relevant IS/IEC) as per APPENDIX I ANNEXURE - 1.12		
14.	Sample Submission Details (If applicable as per Specification) as per APPENDIX I ANNEXURE - 1.13		
15.	Product Catalogue (If applicable)		
16.	Manufacturer’s quality assurance plan (as applicable)		
17.	Other drawings/ documents mentioned in technical specification		
18.	Testing Facilities		
A.3	Commercial Bid		
19.	Company Profile/Organogram/Organization Chart & Manpower Details		
20.	Commercial Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.14		
21.	Undertakings as per APPENDIX I ANNEXURE - 1.15		
22.	Schedule of Commercial Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.16		
21.	Acceptance form for participation in reverse auction event as per APPENDIX I ANNEXURE - 1.17		
24.	Acceptance of Commercial Terms and Conditions as per APPENDIX II ANNEXURE - 2.05		
25.	Un Price Bid Duly Signed (Volume - II Price Bid Format)		
26.	NIT Document complete Signed & Stamped		

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

1. We understand that BYPL is desirous of procuring.....
for it's licensed distribution network area in Delhi.
2. Having examined the Bidding Documents for the above-named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in the Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The 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 deliver the entire goods as per the delivery schedule mentioned in Section IV from the date of award of the purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for 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. We declare that we have studied the provision of Indian Laws for the supply/services of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, by the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS).....

APPENDIX I NIT NO:CMC/BY/24-25/RS/SkS/APT/45 [RFx Number: 2200000071]	Page 2 of 21	Bidders seal & Signature
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TENDER FEE DETAILS

- a. Amount (Rs.) : **1,180/- (One Thousand One Hundred Eighty Only)**
- b. Mode of Payment : DD or online transfer through IMPS/NEFT/RTGS (select any one)
- c. DD /UTR No. (As applicable) :
- d. Dated :
- e. Bidders Bank Account No. :
- f. Name of the Bank :
- g. Address of the Bank :
- h. IFSC Code of the Bank :

EMD DETAILS

- a. EMD Amount (Rs.) :
- b. Mode of Payment : BG/FD/online transfer through IMPS/NEFT/RTGS (select any one)
- c. BG/FD/UTR No. (As applicable) :
- d. Dated :
- e. BG valid up to :
- f. BG Claim period up to :
- g. Bidders Bank Account No. :
- h. Name of the Bank :
- i. Address of the Bank :
- j. IFSC Code of the Bank :

(FORMAT FOR EMD BANK GUARANTEE)

(To be issued in a Non-Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [name of the Bidder] (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] (hereinafter called the "Bank"), are bound unto BSES Yamuna Power Ltd., with its Corporate Office at Shaktikiran Building, Karkardooma, Delhi -110032, (hereinafter 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 performance security, In accordance with the Instructions to Bidders/Terms and Conditions;

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

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

(Stamp & signature of the bank)

Signature of the witness

APPENDIX I NIT NO:CMC/BY/24-25/RS/SkS/APT/45 [RFx Number: 2200000071]	Page 5 of 21	Bidders seal & Signature
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COMMUNICATION DETAILS OF THE BIDDER

S. No.	Designation	Name	Mobile No.	E-mail id
1	CEO / MD			
2	Sales / Marketing Head			
3	Sales Representative / Key Account Manager (KAM)			
4	Technical Head			
5	Manufacturer Plant / Operations Head			
6	Post Order Execution In Charge			
7	Authorized contact person (Primary responsibility for the Bid)			
8	Authorized contact person (Secondary responsibility for the Bid)			

MANUFACTURER AUTHORIZATION FORM
(To be submitted on OEM's Letter Head)

Date:
Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

WHEREAS M/s. *[name of OEM]*, who are official manufacturers of having factories at *[address of OEM]* do hereby authorize M/s *[name of bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

..... and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty by the Conditions of the Contract or as mentioned elsewhere in the Tender Document, concerning the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s *[name of OEM]* shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion/exclusion of parts in the warranty shall remain the same as defined in the contract issued to our channel partner against this tender.

Yours Sincerely,

For

Authorized Signatory

QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA				
S No	Qualifying Criteria Description as per section 1 clause 2.00	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To
1				
2				
3				
4				
5				

LIST OF PURCHASE ORDERS EXECUTED & DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS													
S No	Item Details				PO & Execution Details					Customer Name	End User (shall be Utility/ SEB's/ PSU's) name and details	PO copy, MDCC /Delivery completion certificates/ Invoice Copies enclosed on Bid Page no.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)	PO No	PO Date	PO Qty	Executed Qty	Execution Year			From	To
Total								Σ	Σ				

Note – Only items relevant as per qualifying requirements should be included in the list.

LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT														
S No	Item Details				PO No	Supplied/ Commissioning		Performance Certificate Issue Date	Performance Certificate Issued By End User (Utility/SEB/Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)		Qty.	Date			Name	Email	Mobile	From	To
Total														

Note –

1. Only items relevant as per qualifying requirement should be included in the list.
2. Only Performance certificates issued by End User (utilities/ SEB's/PSU's only) will be accepted as per qualifying requirement.

SCHEDULE OF DEVIATIONS - TECHNICAL

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:-

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

Note – Please enclose detailed GTP and drawings as per specification after the technical deviation sheet

Seal of the Bidder:

Signature:

Name:

TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)								
S No	Test Description	Reference Standard	Reference Standard Clause No.	Name of Testing Lab	Test Report Reference Number	Date of Issue of Report	Report Enclosed on Bid Page No	
							From	To
1								
2								
3								
4								
5								
6								
7								

SAMPLE SUBMISSION DETAILS (IF APPLICABLE AS PER SPECIFICATION)		
S No	Description	Bidder's Response
1	Samples submitted with the bid	Yes/No
1	Sample Type -1	
1.1	Model Number	
1.2	Number of samples	
2	Sample Type -2	
2.1	Model Number	
2.2	Number of samples	

QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA				
S No	Qualifying Criteria Description as per section 1 clause 2.00	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To
1				
2				
3				

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

We M/s *[name of bidder]*, do hereby undertake that

- *[name of bidder]* has “No Litigation” pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.

Yours Sincerely,

For

Authorized Signatory

SCHEDULE OF DEVIATIONS - COMMERCIAL

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:

Commercial Deviations:-

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

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

Seal of the Bidder:

Signature:

Name:

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) intends to use the reverse auction through the 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 bidder.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation, bid details, etc.
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 glitches, 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 from submitting the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid 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 to 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 outright rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the reverse auction 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 Landed Cost basis at the BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
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-rata basis against each line item based on the final all-inclusive prices offered during the conclusion of the auction event to arrive at the contract amount.

Signature & seal of the Bidder

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

. Juvenile 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 are 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) is to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/ragout), 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 are 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 egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

. Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

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- . 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 a Vendor and in legal action.
- . Disclosure of Information - Vendors must disclose information regarding their 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.

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- . 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 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

**GENERAL CONDITIONS OF CONTRACT
(GCC – IMPLEMENTATION OF ITSM & ITAM)**

GENERAL CONDITIONS OF CONTRACT (GCC)

The General Condition of Contract shall form a part of specifications, contract document.

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 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 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.

2.00 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" 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 & Conditions, 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/Purchase Order" issued by the Purchaser.
- 2.10 "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of the 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 supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

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

4.0 Scope of Supply - General

- 4.01 The "Scope of Supply" shall be Implementation of Service Desk Management and Asset Management in BYPL and on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit. Please Refer **Volume-III** of this RFQ for detail scope of work.
- 4.02 Bidder shall have to quote for the Bill of quantities as listed in **Volume-II** of this RFQ.
- 4.03 Quantity variation and additional requirements 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 of 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 is 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 only be dispatched after receipt of dispatch Instructions issued by the Purchaser.
- 5.05 All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third-party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.
- 5.06 Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement/specification, the charges along with any other penalty that may be levied are to be borne by the bidder.

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 a 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 a minimum of 7 (seven) days in advance from the delivery schedule mentioned in the 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 the 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. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing- materials.
- 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, and 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/sites.
- c) Transit insurance will be arranged by Bidder

10.00 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 to which supply relates. Non-submission of the said request would be treated as good as the SELLER has no requirement for 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 the 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 Notes, Purchase Returns, Debit Notes) shall be made within the timelines 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.
- 11.05.3 Any Vendors / Contractors / Service providers 'shall' mention the following minimum requirements in 'invoice' while furnishing Invoices with us:
1. Invoice / Credit Note Number and Date.
 2. Address of supplier/service provider and GSTN.
 3. Customer Name and Address as per GST Registration Certificate and GST registration Number.
 4. 'Shipped to' and 'Billed to' addresses.
 5. Place of Supply.
 6. Description of Goods/Service along with unit of measurements.
 7. HSN / SAC Code.
 8. Taxable value (Gross & deduct Discount separately if allowed)
 9. Rate and amount of Tax separately for CGST, SGST and IGST as applicable.
 10. Signature of Supplier. (For e-invoices physical signature is not required)
 11. Whether Reverse Charge is applicable or not.
- 11.06 E Way Bills/transit documents for movement of Goods:
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the 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 misdeclaration. The Supplier is responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

12.0 Terms of Payment and Billing

12.01 Payment shall be made as per following milestones:

S. No	Payment Milestone	Description
1	75% of License Cost	Payment of License cost upon complete delivery of Software at BSES's of India DC Site as per Bill of Materials. The payment for partial delivery shall not be made. Payment will be released only against receipt of Performance Bank Guarantee.
2	70% of Implementation Cost	On commissioning / Implementation/Integration of the solution – Implementation Cost on successful commissioning of the solution at BSES's DC site with full high availability and redundancy at both the sites and after deployment of 50% of ordered licenses or on minimum 25000 nodes/ endpoints whichever is higher for each solution with all enabled features at end points and its signoff from BSES's team.

3	25% License Cost and 20% of Implementation cost	After complete implementation and signoff from BSES's team
4	10% of Implementation cost	After three months of complete signoff

Note: Milestone payments shall be made after submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance BSES's Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by BSES's, submission of Letter issued by BSES's in respect of completion of User Acceptance Test (UAT), documents as required by BSES like manual & documentation, training etc

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

- a) Signed copy of accepted Rate Contract (as applicable) & Purchase Order (for first payment)
- b) PBG equivalent to 10% of PO Value (including GST) valid till PO validity period, as applicable
- c) LR / RR / BL as applicable
- d) Challan as applicable
- e) Two (02) copies of the Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and is 100% of the value of the consignment claimed.
- f) Two (02) copies of Supplier's transporter invoice duly receipted by BYPL Store & Original certificate issued by BYPL confirming receipt of the subject material at Store/Site and acceptance of the same as per the provisions of the contract.
- g) Two (02) copies Packing List / Detailed Packing List
- h) Approved Test certificates / Quality certificates, if applicable
- i) Certificate of Origin, if applicable
- j) Material Dispatch Clearance Certificate (MDCC)
- k) Warranty / Guarantee Certificate, if applicable
- l) Checklist 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 of any tax credit due to any shortcoming 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 is 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

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- 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 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 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 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 of 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 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.

15.00 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 till contract completion.

16.0 Performance Guarantee

16.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of total Purchase Order value (including GST) 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 receipt of the PBG by BYPL against contract, 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 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 relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition outlined in the Contract.

17.02 Each Performance BG 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 outlined in the contract.

18.0 Release

18.01 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 outlined in Clause 22.0.

19.0 Defects Liability Period/Guarantee/Warranty & Support

19.01 Offered solution should be with onsite warranty and support. Bidder required to provide OEM warranty certificate.

19.02 24x7, 4 hrs resolution, 5 years onsite Warranty (part and labor), support from OEM along with all patches for hardware and software

19.03 The offered products should be the latest version and should not be at the end of life for next seven (07) years. However, if any product is declared End of life by OEM during the supply period of material, the bidder should supply replaced model or next higher model/ version of the Product without any cost implication to BYPL.

19.04 The detail terms & condition under this clause shall be as per Annexure-A

20.0 Return, Replacement or Substitution

20.01 BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may at 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 the 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 of 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 issuance of the Letter of Acceptance/Purchase Order 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 Delhi, 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.

26.00 Penalty for Delay

- 26.01 If supply of items/equipments is delayed beyond the supply schedule as stipulated in the 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 milestone 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 the Penalty is levied as per the Order terms & conditions; BYPL will raise the Invoice for the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

26.5 For Service Line Agreement (SLA) - Please refer Volume-II for detail terms of penalty for SLA.

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 or levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes or duties imposed by the Competent Authorities by way of fresh notification(s) after the issue of PURCHASE ORDER but within the stipulated delivery period.

27.3 Notwithstanding what has been stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by the Competent Authority. Further, changes in Taxes, Duties & Levies after the 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 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 to comply with the 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.

Note: Causes like power breakdowns/strikes, accidents etc do not fall under Force Majeure.

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 the following occurs:

- i. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.
- ii. In case the Bidder commits any Act of Insolvency, or is 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 with 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 the 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 the failure to perform such obligations shall be due to an 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 Transfer and Sub-Letting

30.01 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.

31.0 Recoveries

31.01 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 deducting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance

32.0 Waiver

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

33.0 Indemnification

33.01 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.

34.00 Termination for convenience of Purchaser

34.1 Purchaser at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Supplier. Purchaser shall pay the Supplier for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Supplier to that effect.

34.2 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.

34.3 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 that have been/ to be assigned to the Purchaser all rights, titles and benefits of the Suppliers/Vendor as the case may be.

35.00 Documentation

35.01 The Bidder shall procure all equipment from BYPL-approved sources as per the attached specifications. The Bidders shall submit copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment (as applicable). The Bidder shall ensure strict compliance with the specifications and Field Quality Procedures issued by BYPL.

36.0 Transit Insurance

36.01 Transit Insurance shall be arranged by the Bidder.

36.02 DAMAGE / LOSS OF CARGO IN TRANSIT: The vendor shall be solely responsible for coordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claims 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 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) In cases of fraud, willful misconduct or illegal or unlawful acts, or
- (b) In cases of acts or omissions of the Supplier that are contrary to the most elementary rules of diligence that a conscientious Supplier would have followed in similar circumstances.

38.0 Liability of Suppliers

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

- (a) For any indirect or consequential loss or damage; and
- (b) For any direct loss or damage that exceeds:
 - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
 - (ii) The insurance claim proceeds that 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 third-party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the supplier in executing the order.

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

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

39.0 Intellectual Property Rights and Royalties

39.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims

and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of an 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 that 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 the Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.
- 39.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know-how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third-party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third-party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.
- 39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its Sub-Supplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the supplier (or its Sub-suppliers) for any purpose other than with the prior written consent of the Purchaser.
- 39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual license or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the license or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Acceptance

- 40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO. The 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 the 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 obligations 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 parties.
- 40.04 We expect your services and supplies to be 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>.

BILL OF MATERIAL AND OFFICE CATEGORIZATION

List of Software/tools deliverable to the BSES							
Sr. No.	Name of Software	Purpose /Description	Initial License qty	OEM Name / Open Source	License Type1 (Core / User)	License Type 2 (Perpetual / Subscription)	Remarks
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

SCHEDULE OF IMPLEMENTATION

Bidder should adhere to the following timelines for completion of the scope of work. The new environment should be setup as per project scope within a period of 12 weeks in totality from the date of Purchase Order/ acceptance of Purchase order:

S. No	Milestone	Timeline
1	SRS and design finalization of complete project	Within 02 weeks
2	Implementation & Customization (ITSM Module)	Within 04 weeks
3	Implementation & Customization (ITAM Module)	Within 06 weeks
4	UAT Sign off for Both modules (ITSM & ITAM)	Within 08 weeks
6	Go Live of the project	Within 12 weeks

APPENDIX II

ANNEXURE – 2.01

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at _____ this [____] day of [____] 20XX

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shaktikiran Building, Karkardoa, Delhi 110032, India hereinafter referred to as the “ Owner ”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the “Contract”) with M/s. _____, (hereinafter referred to as “the Supplier”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of Conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] *pl. specify the name of Bank* having its head/registered office at [_____] through its branch in _____ *(pl. specify the name of Branch through which B.G is issued)* hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the

aggregate [Rs.].....(*in words*) without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ *(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on _____ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

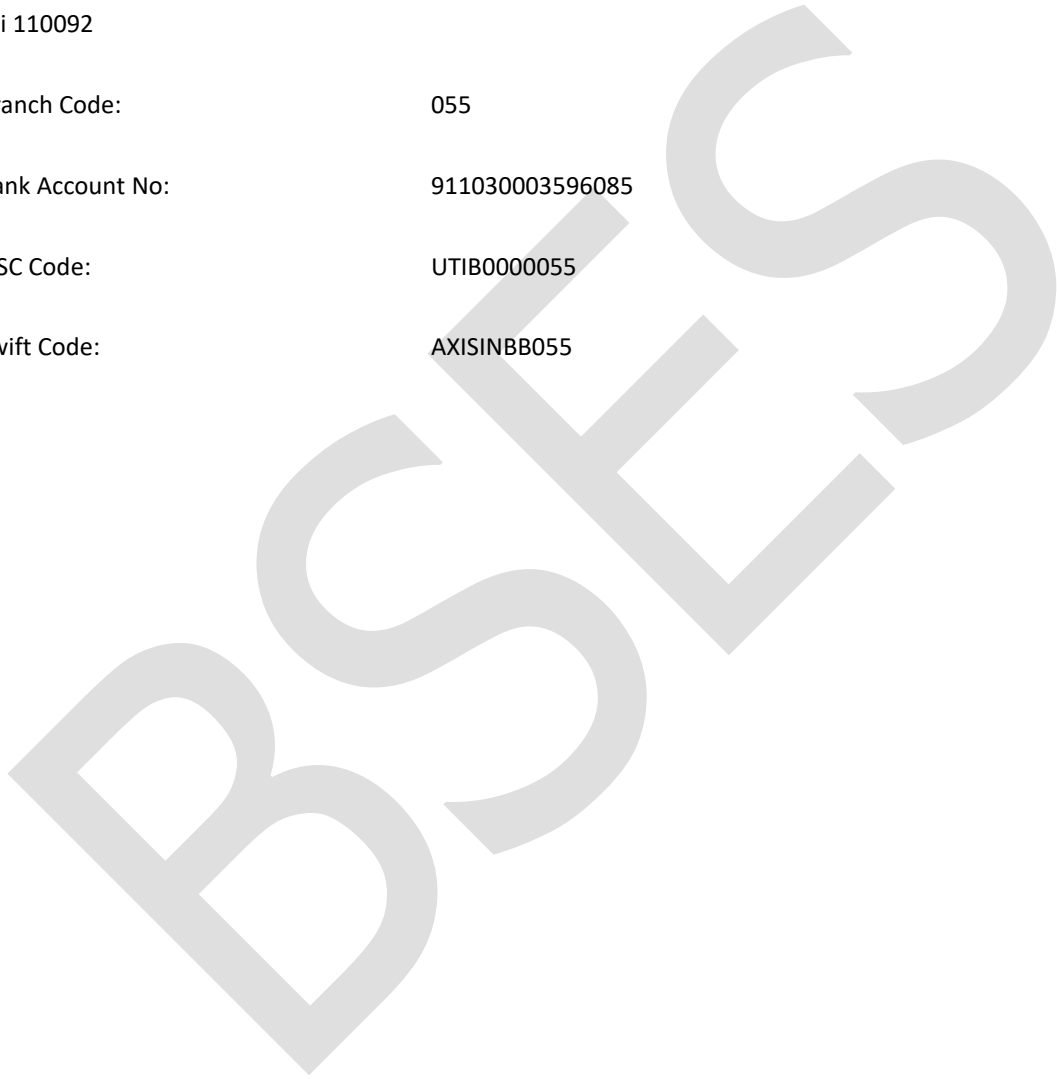
Power of Attorney No.....

Date.....

APPENDIX-II NIT NO:CMC/BY/24-25/RS/SkS/APT/45 [RFx Number: 2200000071]	Page 3 of 6	Bidders sea6 & Signature
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BYPL BANK DETAIL WITH IFSC CODE:

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911030003596085
5. IFSC Code: UTIB0000055
6. Swift Code: AXISINBB055



FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

BSES YAMUNA POWER LIMITED
Shaktikiran Building, Karkardooma,
Delhi -110032.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES YAMUNA POWER LTD vide invoice no..... DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our.....free of cost if any manufacturing defect during.....months from the date of dispatch of material or.....months from the date of commissioning whichever is earlier.

Vendor Name & Signature

UNDERTAKING GST

The Vendor shall give an undertaking in the following words on each invoice in the absence of which tax payment as on the Vendor's invoice may be withheld.

"The tax component as mentioned in the invoice shall be deposited with the GST Department as per law by way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Vendor, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Vendor"

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of submission of the bid	
2	Price basis	"Firm", FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).	
3	Unloading	Unloading at stores/sites shall be in vendor's scope	
4	Transit insurance	Transit insurance in Bidder's scope	
5	Payment terms	The payment terms shall be as per NIT Clause No. 12	
6	Delivery/ Completion Schedule	As per the schedule of implementation (Page no. 56 of this RFQ)	
7	Defect Liability Period	<p>i) Offered solution should be with onsite warranty and support. Bidder required providing OEM warranty certificate.</p> <p>ii) 24x7, 4 hrs resolution, 5 years onsite Warranty (part and labor), support from OEM along with all patches for hardware and software.</p>	
8	Penalty for delay	<p>a) 1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units for Supply and Services.</p> <p>b) Penalty for Service Level Agreements shall be as per Volume – II of NIT</p>	
9	Performance Bank Guarantee	Performance Bank Guarantee within Twenty-eight (28) 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.	
10	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.	

Seal of the Bidder:

Signature:

Name:

VOLUME – II

PRICE BID FORMAT

PART A: Implementation of ITSM & ITAM

PROJECT DESCRIPTION	PARTICULARS	HSN CODE (8 Digit Mandatory)	UoM	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/ UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D=B+C)	TOTAL LANDED VALUE (₹) (E=DXA)
						%	AMT		
Cost of Implementation of all software/ Solutions/ Tools for Operationalizing (till go-live) ITSM and ITAM solutions as per the requirement of this RFP	Software / Tools Cost with Perpetual Licenses								
	Software / Tools Cost with Subscription License								
	Subscription Cost for Software								
	Implementation Cost								
GRAND TOTAL (Total Cost to Ownership) (₹)									
In words									

PART B: Optional Charges for Annual Technical Support:

S. No.	DESCRIPTION OF SERVICE	HSN CODE (8 Digit Mandatory)	UoM.	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/ UTGST or IGST) (₹) (C)	UNIT LANDED RATE (All Inclusive) (₹) (D=B+C)
1	ATS support charges for 1 st year after 5 years warranty period.		Per Year	1			
2	ATS support charges for 2 nd year after 5 years warranty period.		Per Year	1			

**NOTE: 1) Price Evaluation & Reverse Auction shall be solely on the basis of Price submitted in PART A.
2) Cost of all tests as per scope of work is to be included. No separate charges will be paid.**

The Un-priced bid should be marked as **“Quoted”** and be submitted with Part – A & Part B.

We declare that the following are our quoted prices in INR for the entire package.

Annexure-A (Warranty and Support) NIT NO: CMC/BY/24-25/RS/Sks/APT/45 [RFx Number: 220000071]	Page 2 of 7	Bidders seal & Signature
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Date:

Bidders Name:

Place:

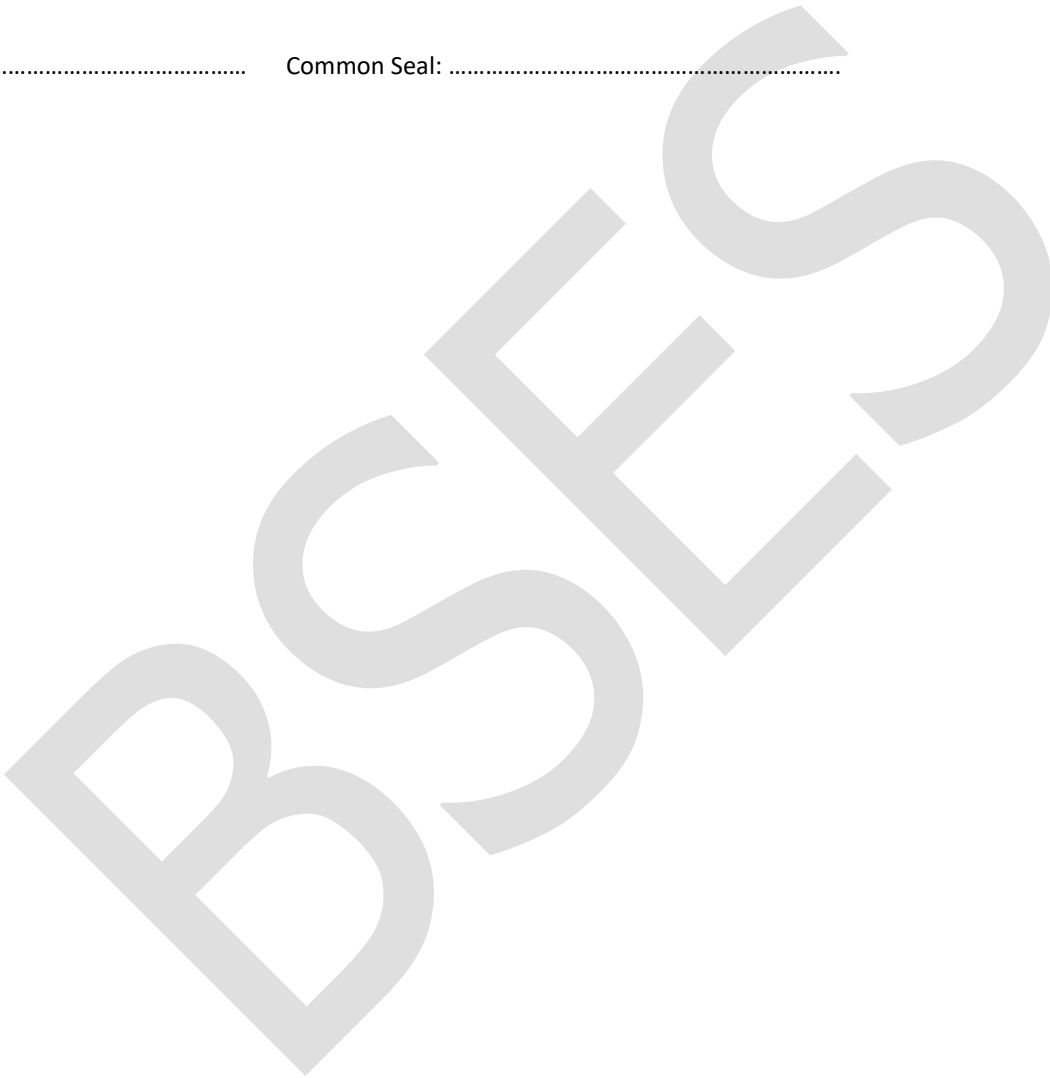
Bidders Address:

Signature:

Designation:

Printed Name:

Common Seal:



ANNEXURE – A
WARRANTY AND SUPPORT

[Service, Warranty, Annual Technical Support, OEM Authorization & Service Level Agreement]

S. No	Services	Description
1	Service	Successfully bidder will deploy all the ITSM and ITAM SOW in 6 Moth after issuing the LOI/Contract.
		Implementation, roll out and maintenance of IT Service management and IT Asset Management solution completely including all endpoints and servers (wherever required)
		Overall monitoring and management of the project during and after installation for the full period of contract i.e. 5 years
		ITSM and ITAM Support team shall publish reports to BSES team/management as per defined frequency but minimum twice in a day regarding real time factual status of ITSM Modules and ITAM Modules and uptime of the solution as per Service Level Agreement
		Redesigning of the solution for optimal output of the solution in interest of the BSES.
		Defining crisis management and emergency response procedures
		ITSM & ITAM Team shall plan "Schedule shutdown of production system", if required, and inform users proactively and implement the patch upgrades immediately
		Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations
2	Warranty	All support & services required for implementation, customization, smooth operation of Monitoring, Maintenance and Management of Information Technology Service Management (ITSM) and Information Technology Asset Management (ITAM) Solutions, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty).
		The warranty for the tools and software would be on-site and comprehensive in nature. Warranty will start from the date of full go - live and will be valid for a period of five (05) year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a period of one year. Warranty for software will start from the date of final signoff (go-live) by the BSES's. BSES's will not pay any charges during warranty period. BSES will Share the AS IS Process, Bidder will convert in to To Be process and implement as per SOW
		Any corruption in the software/tools or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the BSES's
		The executions of the service(s) herein are and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory/ statutory and non-regulatory, for executing the Service(s).
		The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the BSES's is licensed and legally obtained. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

3	Annual Technical Support	<p>The bidder shall ensure all kinds of maintenance, deployment, re-deployment of Solution under RFP scope, at central or remote sites and at endpoints of branches/offices as part of maintenance only. No additional charges shall be payable for redesigning / redeployment or maintenance of solution at any or all endpoints including DC sites of the BSES's ordered from time to time. The bidder shall ensure all activities pertaining to continuity of the smooth running of the solution as part of ATS without any extra cost to the BSES's</p>
		<p>The successful bidder must undertake to provide support for the software for the contract period of 4 years post warranty period</p>
		<p>The ATS Support services include the following</p>
		<p>Onsite Comprehensive maintenance of all applicable products, services, modules and accessories on yearly basis and sensitization of the end user for avoiding upcoming hazards on a regular basis. The vendor shall share the preventive maintenance reports in digital form/soft copy and hard copies shall, on demand by the BSES's. If any part/ items/ accessories of the delivered products are found non-working / defective (due to whatsoever reason) during preventive maintenance, the Vendor at no extra cost to the BSES's will replace it. The PM reports of the delivered products shall be duly recorded in two copies and produced as and when required</p>
		<p>The ATS support for the respective Solution should include the following: All minor and major version upgrades during the period of contract at no extra cost.</p> <ol style="list-style-type: none"> a) Program updates patches, fixes and critical security alerts as required. b) Documentation updates c) Call basis Support for Solution related malfunctions, configuration as defined in SLAs and ability to log requests online. If required, engineer may have to visit the site for resolution of the issue. d) Include all the Customization changes/development throughout the ATS period is part of the scope
		<p>Providing software upgrades in time for the devices supplied by the Vendor from the Original Equipment Manufacturer (OEM).</p>
		<p>The Annual Technical Support cost should be quoted between 18% to 20% of the cost of respective software</p>
		<p>During ATS, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the "Service Level Agreement". The Vendor shall be responsible for non compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades</p>
		<p>The Vendor will attend to all breakdowns (due to whatsoever reason) in the Systems and rectify problems</p>
		<p>The Vendor will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing over to BSES.</p>
		<p>For on-site comprehensive maintenance of the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the Vendor only.</p>
		<p>ATS contract can be extended at the discretion of the BSES's at the same rates after the expiry of the contract period</p>
<p>Payment of support will be done as per calculation of the uptime, which is mentioned in the related clause</p>		

		<p>Include all applicable Software Modules / Components items as applicable, indicated in the Price Schedule</p> <p>The bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance only. No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC sites of the BSES's. The bidder as part of ATS without any extra cost shall ensure all activities pertaining to continuity of the solution to the BSES</p> <p>Any regulatory /statutory changes or updates or guidelines as required under the directive of MoP, PFC, Govt of India or any other regulatory/ statutory authority must be provided/ upgraded to the BSES free of cost by bidder during warranty or ATS tenure.</p> <p>Bidder is expected to provide warranty for a period of 1 year and comprehensive on-site 24x7 maintenance support for End-to-End solution with 4 hours problem resolution commitment for next 4 years beyond warranty period.</p> <p>The ATS charges shall be released to the bidder Yearly in advance subject to timely submission of applicable documents like invoice, performance availability reports etc</p> <p>The BSES reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the bidder(s) are not satisfactory. In that case, the bidder(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.</p> <p>ATS should be quoted between 18% to 20% of solution cost per annum</p>
4	OEM Authorization	<p>In case the successful bidder is not ready to provide the support during the warranty/ATS period, support will be provided by OEM directly or through their other authorized partners for the remaining period of warranty/ATS of the product the BSES's. An authorization letter from OEM regarding this must be attached with the technical bid</p>
5	Service Level Agreement	<p>The BSES notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the BSES, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.</p> <p>This solution has to be available 24x7 and hence any technical problem should be resolved in 2 hours from the time of lodge of complaint. The bidder needs to strictly adhere to Service Level Agreements (SLA).</p> <p>The BSES would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.95 and above per month. The SLA will be reviewed on a quarterly basis</p> <p>Level of Uptime Monthly Penalty Charges</p> <p>99.95% and above No Penalty 99.00% and above but below 99.95% 1 % of total cost of Yearly pay-out 98% and above but below 99% 3 % of total cost of Yearly pay-out 97% and above but below 98% 5 % of total cost of Yearly pay-out 96% and above but below 97% 7 % of total cost of Yearly pay-out 95% and above but below 96% 9 % of total cost of Yearly pay-out Below 95% 10% of total cost of Yearly pay-out</p> <p>Quarterly Calculation of % Uptime = (Total uptime of system in hours in a quarter - downtime of system in hours in a Monthly) *100 / Total uptime of system in hours in a quarter</p>

Bidder must conduct quarterly health checkup, resolve issues, version/patch upgrade, closing audit observations and closing vulnerability assessment observations of applications/database/ deployed.				
Bidder is expected to attend the calls and provide the man-day support at on site location for critical applications. Further, Bidder is expected to respond and resolve issue in case of any malfunctioning of any software etc. the relevant defect should be resolved as per detail given below				
Severity				
Severity	Severity Description	Sponsor Time	Solution Time	Penalty Amount (Rs.)
Moderate - Severity 1	The issue is severe in nature, but database/ Application server services are available with restricted operations and some manageable workarounds. However, it cannot be functioned for a long with available workarounds	Within 1 hour of call reported/ informed.	5 Hours	Rs.5000/- for every hour beyond resolution time.
Normal – Severity 2	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 4 hours of call reported/ informed.	8 Hours	Rs.3000/- for every hour beyond resolution time.
UAT/DEV environment	UAT / development environment is not available for development activity	Within 6 hours of call reported/ informed.	12 Hours	Rs.3000/- for every hour beyond resolution time.
Besides conducting health checkup for production & non-production environment to avoid business disruption. If bidder fails to complete the planned activities of solution as per scope of work or fails to submit the desired report / root cause analysis or unable upgrade version/patch within the defined time line, a penalty of Rs.5,000/- per such incidence will be levied by BSES's as per detail given below				
Description		Environment (Production / Non- production)	Resolution Time From the time of reporting the request / issue through phone call / email / web based portal)	
Submission of root cause analysis & solution report		Production	1 day	
Fails submit root cause analysis & solution report.		Non-production	2 day	
Version upgrade / patch upgrade related issues		Production	3 working days	
Version upgrade / Patch upgrade related issues		Non-Production	7 working days	
On site Planned activities – Health checkup, installation/ re- installation, configuration/ reconfiguration		Production	3 working days	
On site Planned activities – Health checkup, installation / re- installation, configuration/ reconfiguration		Non-Production	7 working days	

	<p>Penalties, if any shall be calculated Monthly and recovered from the Annual Technical / Recurring charges of that quarter.</p>
	<p>Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount</p>
	<p>In case of absence of the engineer(s), bidder needs to provide the backup engineer(s). In case backup engineer(s) is not provided by the vendor, BSES's will deduct the penalty of Rs.5,000/- per day per engineer for absence of engineer(s) and the penalty amount will be deducted from the Invoice amount</p>
	<p>The penalty is capped at maximum 10% of Project Cost excluding FMS cost</p>
	<p>BSES's reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the BSES's to the company</p>
	<p>The overall Penalty including LD during contract period will be to a maximum of 10% of the total value of order</p>
	<p>The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/ time, unless it is due to reasons entirely attributable to the BSES's, may constitute a material breach of the successful bidder's performance</p>
	<p>The Successful Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions 2 years beyond contract period</p>

Implementation, roll out and maintenance of IT Service management and IT Asset Management solution completely including all endpoints and servers (wherever required).

- a. Overall monitoring and management of the project during and after installation for the full period of contract i.e. 5 years
- b. ITSM and ITAM Support team shall publish reports to BSES team/management as per defined frequency but minimum twice in a day regarding real time factual status of ITSM Modules and ITAM Modules and uptime of the solution as per Service Level Agreement
- c. Redesigning of the solution for optimal output of the solution in interest of the BSES.
- d. Defining crisis management and emergency response procedures
- e. ITSM & ITAM Team shall plan "Schedule shutdown of production system", if required, and inform users proactively and implement the patch upgrades immediately
- f. Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations

Training Requirement:

The Bidder will be responsible for training the BSES'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

- A. Functionality available in the solution
- B. New functionality customized (if any),
- C. Parameterization
- D. Impact Analysis
- E. Generating various MIS/EIS reports from the solution provided
- F. System and Application administration
- G. Log analysis and monitoring

All the trainings would be held at the appropriate sites (Bidder and BSES premises as identified at the time of training) and the Bidder has to organize the trainer from OEM

The above training has to be conducted within 3 months of signoff and is exclusive of OEM trainer. OEM training is to be provided every year to the BSES.

The Bidder will be expected to deliver physical / electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the BSES to use and understand the operations of the deliverables. The BSES may make additional copies of the BSES specific documentation for their internal use

VOLUME-III

DETAIL SCOPE OF WORK

Change and Request Management, Problem Management, Knowledge Management, SLA Management, Reports, General Scope of Work, Scalability for ITSM & ITAM Solutions, Self-service, Contract Management, Service Catalog, CMDB, ITAM, Support and Services after Implementation, Training Requirement, Project Plan for Implementation, and Infrastructure.

S. No	Service	Description
1	Broad Scope of Work	BYPL intends to procure the IT Service Management (ITSM) and IT Asset Management (ITAM) solutions along with commissioning, installation, implementation, maintenance, monitoring & management etc. Scope involves the provisioning and management of mentioned ITSM Solutions, based on the BYPL requirement as stated below:
2		A. Service Management 1. Ticketing 2. Service Desk 3. Change & Request Management 4. Incident & Problem Management 5. Knowledge Management 6. SLA Management 7. Configuration management 8. Request Management Modules, Service Catalog 9. Workflow & Orchestration
3		The Bidder should provide all required software licenses as per Volume-II and detailed Scope of Work (SoW) for ITSM and ITAM Solutions of the RFP.
4		The bidder should provide perpetual licenses /subscriptions for all software components proposed in the solution in the name of BSES Yamuna Power Ltd. The Software licenses proposed for all the components should be independent of hardware.
5		Bidder should provide details of recommended hardware specifications (itemized) required to host the entire solution
6		All the Solutions should be deployed in the BYPL's DC setup. The public cloud based solutions should not be proposed under this RFP and if proposed, will not be considered.
7		The Successful bidder must submit a letter from the OEM confirming the "Back- to-Back" agreement / arrangement for next 5 years to BSES Yamuna Power Ltd.
8		The implementation shall be done by OEM, the bidder shall do back to back tie- ups with OEM for the same. The bidder shall have Implementation Plan with OEM Implementation methodology duly signed by OEM and Bidder.
9		Technical and functional documentation of the entire project and relevant SOPs should be submitted to BYPL in Printed / Digital Book Format before signoff.
10		Solutions should effectively and efficiently manage operations and security posture of the BYPL by preparing for and responding to cyber risks/threats, facilitate business continuity and recovery from cyber-attacks / incidents.
11		The bidder shall ensure Support & Subscription services from the OEM with unlimited number of support requests remote support, access to product updates/upgrades and 24x7 supports for Severity Level-1 issues.
12		The proposed solutions shall be tightly integrated with all existing setup and new infrastructure /Assets of the BYPL. The selected bidder shall supply, implement and maintain these IT Tools/ Solutions for BYPL's IT Infrastructure for a period of 5 years
13		The solution should support a web-based client for user and administrative functions with auto sign-off facility after a predefined idle time.

14	The solution should support mobility devices to allow for role-based views that can be accessed while away from the office. The solution should have the ability to operate all functionality available in the incident, problem, change, assets, requests etc., as per the scope of this RFP via mobile devices.
15	System should be able to generate an automated survey to the requestor to measure satisfaction of requestor.
16	Tool should have the ability to segregate tickets based on security and compliance requirements
17	The solution should be able to configure the graphical user interface by using drag and drop for windows and fields.
18	Must provide reports and logs for Audit Trails.
19	The solution should have a persona-based approach for IT staff so that user see his relevant UI based on his role, for example change manager should see change functionalities only.
20	Self Service App/Portal should provide a snapshot of the day, displaying activities feed with upcoming, pending requests, approvals, unresolved issues, and alerts from systems you use in your daily work.
21	Solution must be capable to show IT service catalog in self-service app/portal and allow users to easily pick and choose required services.
22	Customize the self-service portal by specifying role based access. Permissions for end users on knowledge base articles, ticket templates, service catalog items and announcements
23	Tickets can be logged by Email, whatsapp, Chat and bolt
24	The proposed solution should be able to integrate with existing IVR facility for auto ticketing based on the workflow. However, auto ticketing should also integrate with SMS servers and Email gateway provided by BSES.
25	Ability to manage and link incident records to multiple SLAs and tiers of service based on IT departments.
26	Ability of the tool to facilitate the automatic prioritization, assignment and escalation of Incidents based on the record categorization.
27	Automated ticket closure at a predetermined number of business days after a ticket enters resolved status.
28	Flexible search capabilities for incident matching and trending based on any key value
29	Ability to link to the Configuration Management database or Configuration Management data; i.e., Incident record is pre-populated with relevant information from the Configuration Management database related to the item that failed.
30	Ability to support highly flexible automated routing of incidents based on available resources located across multiple sites and other factors, such as time of day, tiered service values, etc.
31	Ability to input free text, screen captures, and file attachments for the recording of incident descriptions and resolution activities.

32		Ability to use knowledge and/or support scripts for incident diagnosis and resolution.
33		Ability to create an RFC or problem from an incident with an automatic population of fields.
		The ITSA Resolver group should have the capability to remotely access the end user's system for troubleshooting purposes
34		The ability to collect feedback (satisfaction survey) upon the close of an incident.
35	Change and Request Management	Ability to provide configurable change process and categorization templates.
36		Provide template workflow best practices and/or ITIL for emergency, normal and preapproved change.
37		Provide basic required change record data fields.
38		Ability to relate post implementation incidents and problems resulting from an implemented change.
39		Ability to create sub activities or task records for a specific change record, for separate assignment to an individual, group or vendor.
40		Ability to provide role-based approval, retracting or rescheduling of Request for Change (RFC).
41		Ability to provide a change calendar with scheduled change viewing by group, and to customize the sorting and filtering of calendar views.
42		Ability to allow for scheduling of recurring events, such as certain types of maintenance.
43		Ability to easily identify the affected CIs whenever a change is made to a particular CI.
44		Ability to provide visual depictions of upstream and downstream CI's that can be navigated in a configuration management database (CMDB).
45		Ability to select and create "preapproved changes" from a list of predefined templates with prepopulated content, such as categorization, text, etc.
46		Ability to open an RFC against an incident/problem/known error record, and automatic population of the RFC.
47		Ability to reference Change Model that clearly depicts the requirements and activities associated with the change process.
48		Automated notification of RFC's to appropriate person(s) when change is updated, status change, etc.
49		Ability to edit RFC's based on roles and change status.
50		Ability to easily reschedule changes and identify scheduling conflicts.
51		Automated Approval workflow –
52		1. Ability to automatically send approval requests to designated approvers.
53	2. Ability to pick up and record approver responses.	
54	3. Ability to change status if approval criteria met.	
55	4. Send notification of approval (rejection) to change owner and change manager	
56	5. Ability to set response thresholds for automated approval process.	

57	Ability to have multiple approvers and electronic routing of those approvals
58	The ability to send approval requests several times and to store multiple instances of approvals. The ability to reset approval status, resend approval requests and history logged of approval requests.
59	Ability to set response thresholds for automated approval process.
60	Ability to progress requests through the appropriate stages of authorization and implementation and to maintain clear records of this progress.
61	Ability to provide real-time dashboards
62	Ability to integrate with Incident Management, Problem Management and Configuration Management
63	Ability to use different process flows according to urgency.
64	Ability to clone/replicate change records.
65	Ability to restrict desired deployment dates during RFC submission based on minimum lead times like month end, quarter end, year end etc.
66	The ability to enter free form text, screen captures, and file attachments as well as the use of codes for recording of change requests.
67	The ability to enter free form text, screen captures, and file attachments as well as the use of codes for recording of change requests.
68	The ability to monitor and track the lifecycle of a Change request
69	Discovery capabilities for service dependencies highlighting potential impact if a service is added, modified or deleted.
70	Ability to calculate an objective risk assessment considering business impact, affected application/business services criticality, collision, historical change information, and compliance with maintenance windows and black-out periods
71	Ability to provide proactive notification and approval workflow to stakeholders and change advisory committee members for changes with critical business impact, collisions and compliancy issues.
72	Ability to support release and deployment management as part of the change process.
73	Ability to promote one or more RFC(s) to a release, with corresponding notifications.
74	Provide change workflow feeds into release workflow
75	Ability to reference change policy and bylaws which reflect management's expectations and intentions
76	Predetermined fields shall be auto populated when a standard change from the library is entered. Manual entry for certain fields shall be permitted.
77	Ability to customize Change Dashboard by person, group, customer.
78	Ability for automated notifications sent at the scheduled start time to the activity assignee to remind them of the change.
79	Automatic warnings of any RFC's that exceed pre-specified time periods during any stage .
80	The ability to communicate information of changes and schedules that can be distributed to the key groups such as the Service Desk and user groups.

81		Solution should have self-service interface for end users to submit and track service request, spanning both IT services and non-IT services.
82		Solution should provide for Service Requests Workflows and Fulfillment definitions for commonly used IT/non-IT services with approvals, auto assignment, SLA and escalations.
83		Catalog based on User role – enables access to service request on user role.
84		The solution should have wizard / graphical workflow editors allowing definition of new service catalog items in few minutes – without any programming.
85		The solution should integrate with any underlying service management including Change Management, Service Level Management and CMDB for request fulfillment.
86		The self-service interface should support knowledge base available to end users' self-resolution.
87		The self-service interface should be accessible through native mobile in the form of app which users can download through URL or enterprise app store.
88		The self-service Interface should be searchable with access to knowledge base from the mobile app.
89	Problem Management	Ability to provide configurable problem process and categorization templates.
90		The Solution must have provision for Categorization and Classification: Provides option of built-in tree structure of providing the clarity in the identification of the problem through two fields Classification and Category.
91		The solution must have provisions for the Root Cause Analysis (RCA to identify causes and solutions using at least the following methods - Fishbone Analysis, 5WHY analysis.
92		The solution should have Logs for approval of RCA, problem manager and engineer inputs.
93		Ability to provide standard required problem record data fields
94		Provide problem process templates based on industry best practices and/or ITIL.
95		Ability to prevent closure of a problem before all assignments have been resolved
96		Ability to prevent closure of a problem before all assignments have been resolved
97		Ability to automatically update status or close all related incidents to a problem upon updating of status or closure of the problem
98		Ability to integrate problem management with incident and change management, i.e. ability to associate problem records with change records and incident records
99		Ability to automate opening of a problem record from an incident record based on business rules and SLAs
100		Ability to view impacted CIs from within a problem record, and to view upstream and downstream affected CIs and IT services through a visual depiction.
101		Ability to track the total amount of time the problem was worked on and how long it was open.
102		Ability to link problems/known error records to a CI, group of CIs or a service.
103		Ability to assign impact and urgency codes to problem records.
104		The ability for authorized users to create new problem records and enforce data rules and required fields.

105	The ability of differentiating between problems and known errors.
106	The ability of assigning tasks to individuals to be accomplished within a specified time frame. The tool shall notify the assignee of the task and due date and the associated Problem record
107	The ability to make problem and known error details available to Incident Management for use in matching, troubleshooting and resolution.
108	The ability to integrate with Incident Management allowing for the linking of Incident records to Problem records to provide full visibility into incidents caused by problems and the impact of problems to the business users.
109	The ability to integrate with Change Management allowing for the linking of Problem records to Change records in order to provide full visibility into problems caused by changes and changes that are input to resolve problems.
110	The ability to integrate with Configuration Management allowing for the linking of Problem records to CI records in order to make CI information readily available to assist in the classification and prioritization of problems and to allow visibility into problems associated with a CI or set of CIs.
111	The ability to route and assign problem records to pre-defined support staff or groups.
112	The ability to present historical data on problems and known errors for use by support staff during the investigation process.
113	The ability to support free text, screen captures, and file attachments for the recording of problem descriptions and resolution activities.
114	The ability for the problem management team to communicate status and progress reports, as well as temporary solutions and workarounds.
115	The ability to increase/decrease the severity or impact classification of a problem according to the number of associated incidents and/or the number of end users affected.
116	The ability to create, maintain and monitor a knowledgebase.
117	The ability to publish FAQ's and supporting reference documents within the knowledgebase that is accessible by end-users
118	The ability to search for known solutions, work around and known errors based on the description of the problem based on AI
119	The ability to track multiple tasks and assignments with a problem.
120	The ability to document root cause analysis.
121	Ability to integrate with event and alert monitoring tools, and allow for automatic creation, updation and closure of tickets from these tools through API
122	Ability to provide for documenting and managing knowledge data pertaining to problem and error control (e.g., data entry point for knowledge management databases, posting of FAQs).
123	The ability to link with third party knowledge bases through API
124	The ability to report on the number of proposed solutions, most used solutions, and least used solutions in the knowledgebase.

125		The ability to use solutions developed in response to past incidents to create new knowledge base entries.
126		Ability to develop templates for recurring problems.
127	Knowledge Management	Ability to provide knowledge management capabilities by floating the most relevant hits to the top, in order of closest match to search.
128		Ease of administering the weighting and relevancy scores associated with knowledge articles
129		Ability to launch fast knowledge searches using the categorization (or partial categorization) selections as key value search parameters
130		Ability to create a knowledge article via a fill-in-the-blank form
131		Ability to automatically populate a knowledge article into an incident
132		Ability to support role-based knowledge items (i.e., a technical role can access either technical-facing or customer-facing articles)
133		The ability to automatically create knowledge management entries from incident, problem and change modules
134		Ability to manage full life cycle of knowledge articles through administration capabilities (e.g., submission, editing, review, approval, publishing, usage monitoring, etc.)
135		Ability for tool's knowledge management database to search other knowledge bases in environment
136		Ability to have a rich-text editor (RTE) that supports links within documents, document-to-document links and attaching images to documents
137		Ability to provide automated administration (ease of adding, editing and maintaining the data, and ability for end-user submission to require review/approval prior to posting)
138		Ability to have a defined workflow process for reviewing and approving pending knowledge articles that can be displayed graphically
139		Ability to make certain fields in the knowledge article template mandatory
140		Ability to embed Web links, images and objects into knowledge articles (e.g., screenshots, etc.)
141		Ability to allow user feedback to rate/score content for usefulness related to the inquiry
142		Ability to provide a web-based knowledge base that assists in finding, organizing, and publishing knowledge articles that aid in self-service & faster turn-around time
143		Solution should be able to communicate with multiple sources service desk discussion forums, internet for knowledge search.
144	Ability to provide knowledge-centered support (KCS) standards and guidelines	
145	SLA Management	Solution should support comprehensive SLA management platform that cuts across Infrastructure Management and Service Management

146	Solution should have a consolidated, automated graphical report for SLA compliance with ability to drill down to reason for non-compliance.
147	Ability to manage service levels for delivery and support of business services
148	Real-time visualization of service level targets, agreement compliance data, penalties, and rewards
149	Ability to store SLA, OLAs and Supplier/ Underpinning contracts. For example: scope, supplier, contact names, contact method, support hours, service level targets
150	It should enable creation, measurement and reporting of three categories of SLA service targets - time-based response/ resolution of tickets, availability relating to uptime of systems/services, or performance[1]monitoring catering to system
151	Ability to link SLAs to business units or departments, so that impact can be assessed if a service is performing below agreed upon levels.
152	Ability to maintain historical data and information on services. This includes SLA/OLA result data for each service.
153	Ability to create dashboards or scorecards that communicate to Service owners in case of any issues and/or failures.
154	Ability to provide a dashboard view to appropriate SLAs in order to measure request fulfillment against targets.
155	The product should facilitate bi-directional linking of services & customers to associate multiple agreements with a customer contract as well as link multiple customers to a particular service.
156	The Service Level Management module should integrate with incident and problem management to automate escalation and notification activities based on response and resolution targets
157	It should be able to integrate with change management to provide access to service level agreement details, implementation windows, change blackout periods and availability requirements
158	The product should support with event management and monitoring tools to enable triggering of service support related actions based on established thresholds
159	Ability to publish different support levels for the same service
160	Ability to incorporate a search engine to facilitate locating service information Ability to provide severity definitions for SLA's.
161	Ability to automate service availability and performance thresholds monitoring against defined SLA's
162	Ability to support multiple SLA structures such as master agreements with extensions or addendums for specific business units.
163	Ability to provide on-line display of services and their quality status.
164	Ability to build workflows that allow for the building, agreeing on, approval of and maintenance of SLA/OLAs.
165	Ability to integrate with project management systems through API.

166		Ability to support the management, development, and review of Service Level Agreements, Operating Level Agreements, and Underpinning Contracts
167		Ability to store business process schedules in a central calendar to facilitate the management of Service Level Agreements
168		Ability to automate the management of service level targets in terms of automated business rules, alerts, escalations and notifications
169		Ability to create and publish Service Components that may include both Professional Services and Technical Services
170		Ability to associate individual with contracts and services (SLM)
171	Reports	Ability to create report based on ITIL and Customized as mentioned and not limited to below
172		Incident Management Reports
173		Incident Summary Report: Provides an overview of the total number of incidents logged, resolved, and pending within a specific time period.
174		Incident Resolution Time Report: Highlights the average time taken to resolve incidents and compares it with SLAs (Service Level Agreements).
175		Incident by Priority/Severity: Breaks down incidents by priority (critical, high, medium, low) or severity, helping to identify which issues need immediate attention.
176		Top Recurring Incidents: Identifies the most frequently occurring incidents, which can indicate underlying system issues
177		Change Management Reports
178		Change Request Summary: A summary of all change requests raised, approved, rejected, and implemented.
179		Change Success Rate: Provides insights into the success/failure rates of changes applied, helping improve the change process.
180		Change by Risk or Impact: Categorizes changes by their risk level or potential impact on the organization.
181		Scheduled vs. Emergency Changes: Helps track the balance between planned changes and emergency (unplanned) changes.
182		Problem Management Reports
183		Problem Identification and Resolution Report: Lists all problems identified, root causes found, and resolutions applied.
184		Problems by Category: Breaks down problems by system component, application, or service impacted.
185		Problem Resolution Time: Shows the average time taken to resolve problems and compares it with SLAs.
186		Recurring Problems Report: Highlights recurring problems that need long-term solutions.
187		Service Request Management Reports

188		Service Request Summary: Provides the number and types of service requests raised, completed, or pending.
189		SLA Compliance Report: Measures how well service requests were handled within the agreed SLA timelines.
190		Request Fulfillment Time: Tracks the average time taken to fulfill different types of service requests.
191		SLA (Service Level Agreement) Management Reports
192		SLA Compliance Rate: Tracks overall compliance with agreed SLA terms for incidents, service requests, and other IT processes.
193		SLA Breach Report: Lists incidents or service requests where SLAs were breached, helping to identify areas for improvement.
194		SLA by Priority: Breaks down SLA performance by priority level, highlighting any critical breaches.
195		Configuration Management Database (CMDB) Reports
196		Configuration Item (CI) Health Report: Assesses the health and status of key configuration items in the CMDB.
197		Relationships Report: Visualizes the relationships between different configuration items to identify potential impact areas.
198		Service Desk Performance Reports
199		First Call Resolution Rate: Measures the percentage of incidents resolved on the first contact with the service desk.
200		Ticket Volume Report: Tracks the volume of tickets created, resolved, and pending within a time frame.
201		Agent Performance Report: Assesses the performance of service desk agents, including response times, resolution times, and customer satisfaction scores.
202		Customer Satisfaction (CSAT) Report: Provides feedback and ratings from customers on the service they received.
203		Ability to extract the data in Excel by selecting the required field in tool
204	General Scope off Work	The bidder shall provide complete services for the solutions under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
205		The solution shall include all components and subcomponents like software licenses, accessories and the bidder should supply other components at no extra cost to the BYPL. (required for commissioning of the solution as a part of RFP).
206		The bidder shall ensure that during various phases of implementation, the performance, security, network availability, etc. of the existing network setup must not be compromised.
207		The bidder should ensure compliance with various standards such as ISO 27001:2022, ISO 22301, COBIT5 or higher standards etc.
208		The bidder shall follow all respective technical/statutory guidelines, validations, SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the BYPL for sign off the successful installation.
209		The solutions should be scalable, designed and deployed throughout the IT infrastructure of the BYPL.

210	The solution deployment should be compliant with BYPL's IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.
211	The proposed solution should be able to integrate with SIEM, Active Directory/ LDAP/ PIM for user authentication or with any other solution/ tool as stated by the BYPL in order to have control and visibility.
212	The proposed solutions should comply with Cert-In cyber security
213	The URLs of the management server/software of proposed solution should be accessible on HTTPS/TLS 1.3 or latest Protocol with valid certificate. BYPL will provide the wildcard SSL.
214	The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the BYPL, regulators, Govt. of India or any other Govt agencies, it should be patched within prescribed time.
215	Solution will be deployed centrally. Rephrased input "The bidder shall install the solution On-site at BYPL DC (Delhi KKD) and accessible via web browser at all branches/offices of the BYPL.
216	The solution should standardize ITIL (Information Technology infrastructure library) processes for BYPL requirements related to change, incident, problem, configuration management, SLA and asset management etc.
217	The Proposed solution should be able to work with and without an agent in the BYPL's environment.
218	The bidder shall be responsible for on-prim installation and commissioning of the proposed solution along with database, storage and any other components required for solution for fulfillment of scope.
219	The bidder should engage OEM for onsite implementation of the respective solutions. The bidder/OEM shall ensure necessary engagement and deputation of skilled professionals for the smooth implementation up to sign off of the Project. OEM support should include advising and helping the BYPL in implementing controls for the risk advised by regulators/Govt. of India.
220	The bidder should follow a standard process to ensure that proposed solution meets functional, security performance and regulatory requirements of the BYPL.
221	The selected bidder must generate and provide a complete holistic signoff report before handover to ensure 100% serviceability of delivered solution.
222	The bidder must provide detailed architecture of the provided solution/ every module along with installation and administration guide, which must include high-level design (HLD), and Low Level Design (LLD) along with Technical bid
223	The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the BYPL as per the related format.
224	The proposed solution shall have the ability to freely digitised change forms, fields, workflows, escalations and authorization structures and reports according to BYPL requirements/processes without affecting the future tool updates and integration with other /third party Solutions. All approval form should be System generated and customized designed.
225	Solution shall have centralized architecture with web or Graphical User Interface (GUI) based dashboard console to monitor, reporting, notification, maintaining and policy push for the registered users centrally. This should be a single console for service management, infra management and configuration management.
226	Remote access capabilities on its management interface should be supported by the software via HTTPS or SSH access.

227	Role based administration like Administrator, Database Reader and Read-only access users shall be mandatorily supported in the solution.
228	Solutions should be capable of adding exceptions.
229	Solution should provide reports in HTML / CSV / Excel and other required formats. All reports should be configured to generate auto or scheduled responses and send via SMTP on daily/monthly/yearly as per the BYPL requirement.
230	The solution should provide scheduling and customization of the reports along with flexibility.
231	The bidder must have an arrangement with the OEM such that the bidder/ BYPL' SI/ BYPL should be able to log a call with the OEM directly.
232	The bidder should have a 24x7x365 days support contact center in order to log the calls. The numbers should be provided to the BYPL along with the escalation matrix mentioning the contact person's name, number and designation in the company.
233	All the industry standard protocols for functioning, detection of risks, mitigation should be supported and complied by the respective solution.
234	The scope of the services and maintenance is to be provided for a period of Five (5) years from the date of acceptance by the BYPL (i.e. 1-year warranty and 4 years ATS post warranty).
235	The bidder shall provide perpetual licenses and the BYPL is free to procure ATS for all or part of the licenses provided in this contract.
236	The bidder shall arrange for OEM Certification/ training within three months of sign off/ deployment for every solution thereafter once in every year to the BYPL team and resources involved.
237	The selected bidder shall install and configure the software provided as per the timelines and uptime/ SLA levels prescribed in the RFP.
238	The services/ solutions offered should be modular, scalable both horizontally & vertically, and should be able to address BYPL's requirements during the period of contract and even beyond future license figures given.
239	The bidder shall provide all the software/accessories/related tools supplied that shall be compatible with IPv6 and comply with all latest security protocols/industry standards. The proposed solution shall be TLS 1.3 or higher ready.
240	Deployment of solution requires coordination with different service provider has/ project application vendors. The bidder shall coordinate with the all solution providers/ vendors while installing and ensure installation and commissioning for running the application.
241	The BYPL has a complex infrastructure with multiple resources maintained and managed through multiple vendors. The bidder shall coordinate with all other vendors for seamless integration, implementation and operations.
242	The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the BYPL team for complete sign off the solution.
243	The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to the BYPL for its review and Approval

244		<p>The bidders shall also provide the following documents as part of the deliverables of the project.</p> <ol style="list-style-type: none"> Original manuals of all proposed software/applications Standard Operating Procedures Installation & Technical Configuration Documents Network & Security Design Documents (Will be approved by the BYPL) Troubleshooting Manual Executive summary report for the project to the management Functional and operational requirements Project design/plan Product description Guidance for best practices, implementation guidelines User acceptance test plan, if any Training materials Once a year health check-up report by OEM.
245		<p>The bidder shall configure the SLA Levels for all applications (including tools & software) in IT Service Management tool with the functionality of auto- escalation of incident/ ticket to appropriate BYPL authorities in case of breach of defined timelines for resolution of incident/ ticket</p>
246		<p>The solution should be fully standards compliant, scalable, and ideal for businesses of all sizes.</p>
247		<p>System shall be scalable enough to support deployment for high availability in Hyper-v/Vmware</p>
248		<p>The bidder shall supply all modules, Software Applications with required licenses and do the installation, integration configuration & deployment of the solution at the BYPL's DC Site.</p>
249		<p>Post implementation of the solution, the scope of bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/ updates/ patches:</p> <ol style="list-style-type: none"> OS Upgrades / up to date patching, (OS and H/W is part of BYPL) Troubleshooting & Performance Tuning, Upgrades of supplied software, Advisories on software upgrades & vulnerabilities, HA testing VA/ PT Compliance/Audit /Review as per BYPL's requirement /Statuary guidelines Any support required to make system & solution up and running as per SLA. <p>Any resolution of any issues related to new deployment without any extra cost to the BYPL.</p>
250		<p>The bidder shall replace and upgrade the out-of-support, out-of-service, end- of-life (EOL), end of support (EOS) as soon as the respective OEM announced the same at no additional cost to the BYPL throughout the 5 years of contract period. The bidder shall carry out such replacement & up gradation of components (Tools & Software) before due date. Failure to replace within three months of intimation by BYPL will be treated as violation of SLA, BYPL will procure the new solution as same, and cost will be deducted from payables/ payments as penalty or by invoking performance guarantee</p>

251	During the period of the contract, all upgrades/updates or requirements in software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason including but not limited to EOL or EOS, shall be done by the bidder within stipulated time but not later than one month without any additional cost to the BYPL. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during the period of contract, the bidder shall do the necessary upgrade as stated above.
252	The bidder shall inform to the BYPL if any new version/update/service pack/upgrade of the proposed solution is released by OEM, within seven (7) days of such release and provide the upgraded solution within one month of such release without any cost to the BYPL covering all parts, labour and accessories at the respective locations (DC) of the BYPL during the period of the contract.
253	The patches (critical / non-critical) as and when released by OEM, for the proposed solution to be tested first in test environment, and thereafter deployed, installed and configured by bidder's team at BYPL's site, as per BYPL's requirement during the contract period without any additional cost to BYPL.
254	Post installation of Solution with its components including VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted and BYPL Info Sec Team will provide a report to the vendor. All findings/issues pointed out in the report to be complied/fixed before production of the software (All components i.e. Database, application). The InfoSec Team and Other statutory authorities conduct review/ audit of the solutions time to time. All such Audit reports including VAPT Reports to be compiled/ attended by bidder/OEM within the timelines, during the entire period of contract also conduct periodic review audit of the database and application.
255	The bidder shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the BYPL.
256	The bidder shall conduct preventive maintenance as may be necessary from time to time (minimum two times in a year) to ensure that equipment is in efficient running condition to ensure trouble free functioning
257	The bidder should keep the BYPL explicitly informed about the end of support dates of the related products and should ensure support during the warranty and ATS period.
258	The Bidder shall be responsible for delivering the solution and its support post implementation. The proposed solutions should be integrated with BYPLs existing and new Security Solutions. In case, if any OEM can't integrate with a third party monitoring tool for an OEM product, then the bidder needs to bundle OEM tools in his response to the bid. (Performance, Availability, Patching, Monitoring, Dashboard with Graphical representation).
259	A solution shall not be a "point of failure" in the flow of network traffic; failure of one or more of the solution components should not affect the functionality of the organizational network. The solution should be capable of being bypassed in the event of any failure of the solution.
260	The overall Technical support with comprehensive maintenance shall be of 5 years. (From the starting of the project till end of 5th year).
261	If during the contract period, the solution is not performing as per specifications in this RFP, the bidder shall upgrade/ enhance the solution or put additional services and reconfigure the system without any extra cost to the BYPL till the required performance is achieved.
262	The proposed solutions must be integrated with existing BYPL infrastructure and Network.

263		The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. The bidder shall share all kinds of procedures/documents upon any level or version changes, clarification, corrections and modifications in the above-mentioned documents in a timely manner.
264		The vendor must provide an alert service for any problems with the service being unavailable. This can be in the form of SMS / E-Mails and should be sent to all concerned in the escalation matrix. The bidder should integrate with the BYPL's SMS System / Email Service for sharing the alerts /email with the respective Team as per escalation matrix on a proactive basis
265		The proposed solutions should be scalable tools and architecture to suffice future growth.
266		Service Desk Management (Change Management, Incident Management, Problem Management, Request Fulfill management and knowledge management) and Ticketing with CMDB.
267		The proposed solution should do complete end-to-end Asset Management of all hardware and software assets.
268		Single console view for Troubleshooting, Remediation and Root Cause Analysis (RCA) for service impacts.
269		Availability of different dashboards for different business services.
270		On Demand Dashboard for daily & historic network health, reports with web and mobile supported.
271		Solution installation should support Docker Containers & Virtual cloud for easy, deployment and building on premises.
272		The bidder shall ensure end to end completion of all activities initiated as part of the project. The bidder shall coordinate with other stakeholders also for completion of activity.
273	Scalability for ITSM & ITAM Solutions	The services/ solutions offered should not require any major Network Architecture change in existing Network Architecture or existing device replacement on the part of the BYPL Except Following a. There are some solutions, which will be in line, and need architecture and data flow to reroute changes without which the solutions cannot be deployed. b. Port mirroring for solutions that work on Mirror traffic
274		The Solution should be able to keep one-year data online and Log minimum 6 Month, while backup of older data more than one year till five years shall be backed up using BYPLs proposed backup solution with solution's application, and restorable whenever required by solution's application.
275		The solution cost offered shall be inclusive of all predicted/ unpredicted expenses to meet the scope as mentioned in the RFP.
276		The Proposed Solution should support all heterogeneous OS, Database, Hypervisor, Container Platforms etc.
277		The Proposed solution should be deployed in Container form bundled into a single package consisting of all libraries, binaries, configuration and all its dependencies. It should be able to run independently irrespective of Operating System (OS) Distribution and underlying physical infrastructure. The bidder shall ensure that container deployment architecture should not limit the application performance, which would be otherwise available in non-container (traditional) deployment.
278		High Availability in DC in the BYPL environment wherever proposed by the BYPL.

279		The critical data / database should be stored in encrypted form as per Information Security Guidelines.
280		Proposed solutions should have very high-scale architecture on a platform that scales efficiently. The solution should also support 64-bit architecture environments for high scalability. Solution should support installation on Windows and various flavors of the Linux environment. Solutions should have extensible architecture for easy integration and automation. Solution installation should support Dockers Containers & Virtual cloud for easy, deployment and building on premises. Should support multiple-deployment options - centralized, distribute and hybrid deployments with option for a centralized operations console view. The architecture should support High Availability inbuilt into the product.
281	Self-service	Solution should allow service desk admins to configure unique service desk portal for technicians and end users
282		The self-service portal should allow easy access to incident and service catalog
283		The self-service portal should allow users to view announcements and access the knowledge base
284		Solution should automatically suggest related solutions based on the subject of the request during request creation
285		Solution should have capability to use AI & provide an estimated resolution time of a ticket. It should also suggest the assignment group and assignee to ensure that tickets are routed to the most appropriate team and individual, enhancing efficiency and resolution time.
286		Use of AI to recommend similar open or major incidents that the current incident can be linked to. It should identify patterns and leverage past resolutions for quicker problem-solving.
287	Contract Management	Contract Management Solution to ensure lifecycle management of contracts from creation, approval, renewal and termination. It should provide a centralized repository for storing and accessing all contract documents, ensuring easy retrieval and management.
288		Contract Management Solution should be able to Integrate with external/internal enterprise systems.
289		Contract Management Solution should have an intuitive interface that simplifies contract management tasks and maintain a comprehensive audit trail of all contract-related activities, enhancing transparency and accountability.
290		Contract Management Solution should have UI based configurable notifications to notify stakeholders about important contract milestones, such as renewal dates, expiration, and approval deadlines, helping to avoid missed deadlines and ensuring timely actions.
291	Service Catalog	Solution should allow service desk admins to create multiple service templates under appropriate service categories
292		Solution should allow service desk admins to configure custom service request templates without development effort
293		Solutions should allow service desk admins to automate templates through condition-based activities like mandating fields, populating fields, enabling and disabling fields based on ticket criteria during creating or after editing the ticket
294		Solution should allow service desk admins to make the template dynamic with condition-based actions like hiding or showing fields in real time based on the information given by the requester
295		Solution should allow easy integration of the service catalog and CMDB
296		Solution should allow service desk admins to provide role-based access to each service request template

297		Solution should allow service desk admins to configure roles like department in-charge, and managers to approve service requests
298		Solution should allow service desk admins to configure a multi-stage approval process
299		Solution should automatically associate SLAs and business rules to service request templates
300		Solution should allow service desk admins to associate multiple tasks to each service request template
301		Solution should allow service desk admins to configure a visual mapping of the task execution sequence for each service request template
302	CMDB	Agnostic solution to reconcile CI data from multiple sources, creating a single, accurate source of truth for the CMDB. It should automate data ingestion and export, minimizing manual intervention.
303		Solution must allow admins to create multiple custom attributes from the UI without any coding efforts to capture specific data relevant to the organization's unique processes and requirements, ensuring that the ITSM tool aligns perfectly with the business needs.
304	ITAM	The BYPL intends to procure an inventory management solution to comprehensively maintain detailed records of organizational IT assets, specifically hardware and software inventories for servers, laptops/desktops (end-user computing) and general inventory information for network devices.
305		Asset/inventory management solution must manage assets from purchase to salvage i.e. from the beginning to the end of an asset's life cycle.
306		The solution should maintain an up-to date inventory of distributed hardware and software assets in BYPL's IT infrastructure. As the BYPL have wide branch network with offices acting as Local admins, the solution should be capable to offer local admin roles to local IT staff with all capabilities based on role assigned to them
307		Asset/inventory management solution should be such that it can be used to create and store asset numbers and corresponding information, such as parent, location, vendor and maintenance costs for each asset
308		The solution should identify software and hardware configurations from a central location for complete corporate IT Infrastructure spread over a network of various offices which are connected via MPLS WAN Network with bandwidths starting from 512 kbps. It should provide complete hardware and software information from all the end-user computing devices
309		The solution should have capability for discovery of end-user computing devices based on range of IP addresses or IP subnets even for office which are connected via MPLS WAN Network with bandwidths starting from 512 kbps.
310		Asset/inventory management solution should have bundled reporting software so that there is no third-party tools required to customize reports.
311		It should provide a powerful reporting engine that enables administrators to schedule large batch of reports, which can be automatically emailed to multiple recipients. Reports can be created in multiple formats such as PDF, XLS (excel) and revisions of past report output can be archived
312		The Solution offered should be single OEM solution with Asset management lifecycle system tightly integrated with asset inventory tools.
313		The solution should be capable of integrating with Microsoft Active Directory for user authentication etc.

314	The solution shall support corporate, VPN and internet connected users. There should not be the need to purchase additional software/hardware to support users not connected to the corporate network
315	The resource utilization used by the agent on the system must be configurable and the agent footprint will be such that memory requirements will be under 20MB and CPU utilization will on average be no more than 2%.
316	The solution must have built-in support for encrypted communications between components without requiring additional software/hardware.
317	The Solution should allow console users to create custom queries on hardware asset information to be retrieved by the agents.
318	The Solution should have ability to track standalone executable based applications on each computer i.e. Applications that do not need to be installed but just needs to execute a standalone program.
319	The Software analysis by system on covered systems should include the following information , but not limited to : 1) Publisher name 2) Software title name 3) Software title version 4) Total computers Count 5) Total runs Count 6) Total time 7) Average runs 8) Last used Time with the ability to drill down for more detailed views.
320	Solution must include a "Software ID Catalog" that identifies All commonly used applications / thousands of Standard publishers/ software vendors & their solutions.
321	Solution must include a "Software ID Catalog" that allows for the entry of custom developed software titles & custom classification of standard applications based on user preferences.
322	The solution should provide Device hardware and software inventory of Mobile Devices also with support for iOS & Android platforms
323	The Solution Should Provide history capability till each asset level for hardware/software changes for troubleshooting/ auditing purposes
324	The Solution should provide Scheduler to determine when the inventory scans can be scheduled for specific group of devices at pre-defined intervals
325	The solution should collection and processing of data from various sources, including active directory, endpoint/patch toolsets, network management/monitoring, infrastructure management/monitoring, manual upload etc.
326	The solution should have capability to discover all unmanaged devices like desktops, servers, laptops, printers, switches, access point and routers.
327	The solution should have ability to track changes in hardware inventory and ability to collect information for audit purposes
328	The solution should have full inventory scan for newly discovered devices for all hardware and software. All subsequent scans should be delta scan only

329	The solution should allow scanning of specific device/group of devices on demand
330	The solution should have the ability to identify and maintain records of virtual hosts i.e., hypervisors.
331	The System should be able to do Inventory governance, including software (authorized and unauthorized) and hardware components
332	The System should be able to do software inventory that is able to list out all software and applications including version numbers
333	The solution should support software metering to track software usage. This will enable BYPL to redistribute unused software from underutilized devices to devices with higher demand using existing software distribution tool.
334	The System should be able to provide product information including manufacturer, product name, and product version to conform to software inventory data.
335	The system should be able to identify and report the last logged-in user who made changes or updates to an hardware asset within the asset management solution.
336	The solution should manage IP address or device name changes for hardware endpoints without losing history. It should also maintain ownership record of each device
337	The solution should track assets from the time its purchased to when it is retired
338	The solution should provide CSV file import functionality to upload device data in the asset management system, facilitating the inventorying of standalone, legacy, or idle hardware managed devices.
339	The solution should be able to share data with other systems/solutions and integrate with SIEM, IT GRC etc. via APIs
340	The System should be able to recognize software that is in the following: <ul style="list-style-type: none"> • Hidden files • Hidden directories
341	The System should be able to recognize software whose file name has been changed by the user by reading the original header information. (eg. solitaire's sol.exe is renamed as work.exe)
342	The Solution should have ability to create customized inventory scans based on business unit or location etc. or for only specific asset class at pre-defined time periods.
343	For Hardware Inventory Management the System should allow admin to configure which serial number is retrieved (motherboard chassis, array, controllers, or hard drive chassis).
344	The System should be able to do automatic identification of the following software attributes (many more required) <ul style="list-style-type: none"> • Product name • Product version • Manufacturer • File name • Executable type • File extension • File path • File size

345	The Analysis information should include the following information (but not limited to) with the ability to drill down for more detailed views: a. Publisher name b. Software title name c. Software title version d. Total computers Count e. Total runs Count f. Total time g. Average runs h. Last used Time
346	The System should be able to return Data regarding software inventory process statistics: • Software scan time • Software scan duration • Software agent version • Total products reported • Number of files examined
347	The System should be able to do Software/Application usage reporting with ability to identify products with minimum usage
348	The System should be able to store data in a centralized-open Relational Database Management Systems (RDBMS)
349	The System should be able to capture the history of the client's • Hardware changes • Software changes
350	All hardware asset information shall be recorded in the management server and some of All hardware asset information shall be recorded in the management server and some of the basic information shall include but not limited to: i. CPU speed and type ii. Hard disk space iii. Computer name iv. Computer model v. IP address vi. Operating System
351	The Solution should be capable to Integrate with AD /E mail / SMS Gateways.
352	The solution should be able to maintain and record asset classification values/attribute with CIA (Confidentiality, Integrity and Accountability) details for each asset covered under asset management tool.
353	The solution should support PCI compliance scan for integrated endpoints
354	Solution must have the ability to import contract information like PO, AMC Contract etc. from an external source like Excel / CSV file & link with specific Assets.
355	The solution should also support tracking of warranty/AMC information of covered endpoints and raise expiration alerts
356	The Solution should be capable of generating license compliance reports for both Windows, non-windows OS platforms and various other software's
357	The Solution should be capable to support each local admin for Maintaining / Monitoring of Contract with different AMC Vendors.

358		The solution must support application/process blacklisting or white listing on end user computing devices
359		Bidder should provide on-site support to the BYPL for Administration maintenance & support of the End-to-End Solution to customize the Operational requirement.
360		Escalation process should be defined and in place for unresolved issues
361		Support and services will start from the date of successfully Go Live 45 Days
362		Implementation, roll out and maintenance of IT Service management and IT Asset Management solution completely including all endpoints and servers (wherever required).
363		Overall monitoring and management of the project during and after installation for the full period of contract i.e. 5 years
364		Support team shall publish reports to the BYPL team/management as per defined frequency but minimum twice in a day regarding real time factual status of ITSM Modules and ITAM Modules and uptime of the solution as per Service Level Agreement
365		Submission of periodical reports on the performance of the equipment's and its reviews. Preparation and submission of other MIS related work assigned by the BYPL
366		Root Cause Analysis (RCA) of the incidents and reporting of Security incidents
367	Support and Services after Implementation	Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations
368		The Bidder shall also provide onsite support and coordinate / cooperate with the vendor and Teams, complete automation of IT client management processes including discovery and inventory, analytics, patch management
369		The Bidder shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices, audit compliance, SLA for ISP Link and AMC of all DC and DR Equipment
370		Coordination for delivery/ deployment/discovery of agents/endpoints and installation of new hardware, software and necessary licenses in stipulated period.
371		Quality service delivery to match the uptime / SLA.
372		SLA Maintenance / Management, monthly uptime reports, utilization reports & interface utilization / reporting of all the devices.
373		Identify and implement best practices / configurations on solutions under their purview
374		Post implementation - Transition plan, takeover process from project team and coordination with all the stakeholders
375		Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to vendor's own employees and that too only to those employees or representatives who need to know the same).
376		The bidder will follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the BYPL vide IS Security Policy, IT Policy and other BYPL policies from time to time and also extend full cooperation to the auditors designated by the BYPL

377	The Bidder will 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
378	<ul style="list-style-type: none"> a. Functionality available in the solution, b. New functionality customized (if any), c. Parameterization, d. Impact Analysis, e. Generating various MIS/EIS reports from the solution provided, f. System and Application administration, g. Log analysis and monitoring
379	All the trainings would be held at the appropriate sites (Bidder and BYPL premises as identified at the time of training) and the Bidder has to organize the trainer from OEM.
380	The above training has to be conducted within one months of signoff and is exclusive of OEM trainer. OEM training is to be provided every year to the BYPL team
381	The Bidder will be expected to deliver to the BYPL one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the BYPL's personnel to use and understand the operations of the deliverables. The BYPL may make additional copies of the BYPL specific documentation for their internal use. Following are the key project milestones and associated timeline, which will be revisited during due-diligence phase and mutually agreed basis the identified scope.
382	<p>The proposed ITSM and ITAM solution should be on prime application and shall be hosted on BYPL's on-premise with Operating systems such as Red Hat Linux 8 or higher / Windows Server 2022 or higher. However, solution should have capability to migrate to any other platform including public cloud as per the BYPL's / Regulatory requirement. BYPL shall provide Hardware, Operating System, and database license will be in scope of Bidder. Bidder will disclose the Infrastructure architecture and requirement in tender However, the selected bidder has to provide hardware sizing as per Annexure H/w Sizing so that CPU utilization of any server/appliance should not go beyond 70%. Bidder should also provide the details of Software/tool and any other required deliverables as per Annexure H/w Sizing.</p> <p>Database licenses will be provided by the Bidder. If proposed solution requires any other database other than Oracle, bidder has to provide database licenses and absorb the cost within the TCO. License will be perpetual paper license.</p> <p>The successful bidder must design the solution with high availability & secure infrastructure in Data Centre as per Industry accepted security standards and best practices.</p>

ANNEXURE

Hardware Sizing and Software/Tool Deliverable

Sr. No.	Module/ Item	Module Description
1	Hardware - No of server (on Virtual) CPU, RAM H/D (SATA/SAS etc) IOPS, N/w Port, Storage, for No of users, license type. Details Server Sizing for Deployment with Architecture	
2	Operating System (Windows Server 2022 or higher / Red Hat Linux 7 or higher)	
3	Database* details, Storage	

Note: The resource including CPU utilization of any server/ appliance should not go beyond 70%. If the same crosses the threshold of 70% five times in a day or 10 times in a week, bidder should fine tune the application to ensure the utilization within the aforesaid threshold without any additional cost to the BSES's

While providing the sizing for the hardware for ITSM and ITAM Solutions, the following parameters are to be considered as bench mark

Table II– Reference of present user / application

S. No.	Item	BYPL Requirement
1	Number of Users who will be accessing	2500
2	Number of Service Desk Resolver	100
3	IT Asset Manager	05

Table III – Reference of present user / application

Sr. No	Item	Asset details
1	Number of Desktop	1800
2	Number of Laptop	1200
3	Number of physical servers	100
4	Number of Virtual servers	200
5	Number of hypervisor hosts	25
6	Number of Network devices	500
7	Number of Storage devices	08