

VOLUME - I
TENDER NOTIFICATION FOR
EVENT: Implementation of integrated Customer Relationship
Management system
for BSES Yamuna Power Ltd

CMC/BY/18-19/RB/SS/033

DATE: 17.07.2018

DUE DATE FOR SUBMISSION OF BIDS: 07.08.2018
15:30HRS

SECTION - I

REQUEST FOR QUOTATION

2018-2019

TENDER NOTIFICATION: Implementation of integrated Customer Relationship

Management system for BSES Yamuna Power Ltd

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SECTION – I: REQUEST FOR QUOTATION

1.0 Event Information

1.1 BSES invites sealed tenders for supply of **Implementation of integrated Customer Relationship Management system for BYPL** from reputed organization. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly super scribed as — **“BID FOR Implementation of integrated Customer Relationship Management system for BYPL, TENDER NOTICE CMC/BY/18-19/RB/SS/033. DUE FOR SUBMISSION ON DT: 07.08.2018.**

Sl. No.	Item Description	Specification	Requirement	Estimated
			Total Qty.	Cost
1	Implementation of integrated Customer Relationship Management system for BYPL	SECTION V	1 Nos.	₹ 4 Crores

1.2 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of ₹.1180- drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 17.07.2018 onwards on all working days upto 01.08.2018. The tender documents can also be downloaded from the website **“www.bsesdelhi.com”**. However, it is advisable to inform BSES about your interest in tender.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription — **“Cost of Bid Documents: Tender Notice Ref: CMC/BY/18-19/RB/SS/033.**This envelope should accompany the Bid Documents.

1.3 Offers will be received at 15:30 Hrs **on dt.07.08.2018** as indicated earlier will be opened on the same day at the address given below on **07.08.2018 at 16:00 Hrs** in the presence of authorized representatives of the bidders.. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

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

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

- a. Earnest Money Deposit (EMD) of value ₹ **8, 00, 000 /-** is not deposited in shape of Bank Guarantee executed on favour of BSES YAMUNA POWER LTD.
- b. The offer does not contain **“FOR, NEW DELHI price indicating break-up towards all taxes & duties”**.
- c. Complete Technical details are not enclosed.
- d. Tender is received after due time due to any reason.
- e. Tender is not serially numbered and is not induplicate copy.

2.0 Qualification Criteria:-

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

- a. The bidder having ISO: 27001 Certification shall be preferred.
- b. The Bidder should have minimum annual Turnover of not less than Rs 100 Crores from Software / Consulting Business and the firm should have a positive net worth in each of the last three financial years*(i.e. 2015-16, 2016-17 and 2017-18) in India
- c. The bidder should have an experience of 2 end to end implementations of the proposed CRM system during last 3 years in utilities across India or outside with at least 1 of them with more than 1.5 - 2 million customer base. Further 1 of the 2 implementations should be in integration with SAP ISU. Copy of Completion Certificate of such projects shall be advantageous.
- d. Customer References: Bidder shall submit the name of 2 sites for reference where they have implemented the proposed CRM System.
- e. BSES reserves the right to waive minor deviation if they do not materially affect the ability of the bidder to perform the order.

3.0 Bidding and Award Process

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

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

PART A: Technical Bid comprising of following

- EMD
- Non-refundable demand draft for Rs 1180 /- in case the forms are downloaded from website.
- Documentary evidence in support of qualifying criteria i.e. Audited Balance sheet of last 3 years, CA Certificate of turnover for last 3 year, Performance Certificate & other documents to support the QC as per clause 2.0
- Technical literature/GTP/type test report etc.
- Original Tender documents duly stamped& signed on each page as token of acceptance.
- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, and Liquidated Damages etc.

PART B: Financial Bid comprising of

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

3.2 Time schedule

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

S. No.	Steps	Due date
1	Date of Sale of Bid Documents upto	01.08.2018, 12:00 HRS
2	Pre-Bid meeting	31.07.2018, 15.30 HRS
3	Late Date of Queries, If any	30.07.2018, 12:30 HRS
4	Last Date of Receipt of Bid Documents	07.08.2018, 15:30 HRS
5	Date & Time of Opening of PART A- Technical and Commercial Bid	07.08.2018, 16:00 HRS
6	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

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

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

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

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

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

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

The Part – II Financial: This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified bidders. Prices strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc. Notwithstanding anything stated above, the Purchaser reserves the right to assess bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

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

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

4.00 Award Decision

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.

The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

In the event of your bid being selected by purchaser (and / or its affiliates) and your subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in RFQ.

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

5.00 Market Integrity

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

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

6.00 Supplier Confidentiality

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

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

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

7.0 Contact Information

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

	Technical	Commercial
Contact Name	Deepanshu Agarwal	Rakesh Bansal
Address	BYPL Office, CBD-III grid building, opp. Agarwal Funcity Mall, Delhi-110092	3 rd Floor, A Block, Shakti Kiran Building, Karkardooma, Delhi-32
Email Id	deepanshu.agarwal@relianceada.com	Rakesh.Bansal@relianceada.com

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

SECTION – II
INSTRUCTION TO BIDDERS (ITB)

**IMPLEMENTATION OF INTEGRATED CUSTOMER
RELATIONSHIP MANAGEMENT SYSTEM FOR BYPL
CMC/BY/18-19/RB/SS/033**

DATED: 17.07.2018

A. GENERAL

1.0 BYPL hereinafter referred to as the Purchaser. The Purchaser has now floated this tender for procurement Network Analysis Software as notified earlier in this bid document.

2.0 SCOPE OF WORK

The scope shall include **Implementation of integrated Customer Relationship Management system for BYPL**, including Training & Service Support.

3.0 DISCLAIMER

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

3.2 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.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

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

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

5.0 BIDDING DOCUMENTS

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

Volume –I

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

Volume - II

(a) Bid Form -	Annexure -I
(b) Reverse Auction Event -	Annexure -II
(c) - Bank Guarantee Format	Annexure -III
(d) Price Schedule -	Annexure -IV
(e) Commercial terms and Conditions –	Annexure-V
(f) No Deviation Sheet-	Annexure-VI
(g) Qualification criteria -	Annexure-VII

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.2 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.3 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT)and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification ;
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.

9.0 BID FORM

9.1 The Bidder shall complete an” Original’ and another one” Copy ‘of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.2 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e. ₹ 8,00,000 /- .The EMD is required to protect the Purchaser against the risk of Bidder’s conduct which would warrant the security’s forfeiture.

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

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid
- (b) FDR in favour of BSES YAMUNA POWER LTD, and shall be valid for a period of thirty (30) days beyond the validity of the bid.

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

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

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

10.0 **BID PRICES**

10.1 Bidders shall quote for the entire Scope of work. 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, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price, taxes and total value.

10.2 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.

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

11.0 **BID CURRENCIES**

Prices shall be quoted **in Indian Rupees Only**.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 120 days post bid date.

12.2 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by Fax/e-mail.

13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

14.1 The original Bid Form and accompanying documents (as specified in Clause 9.0, clearly marked "Original Bid", plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

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

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

14.4 **Pre-Bid Meeting**

14.4.1 The bidder's designated representative is invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data. **(Ref Section-1)**

14.4.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

14.4.3 The bidder needs to submit any questions in writing or by cable, to reach the Employer not later than 01 days before the meeting. The details shared and explained in the pre-bid meeting shall be part of execution of the contract and binding up to the bidder.

14.4.4 Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to NIT Clauses and not through the minutes of the pre-bid meeting.

14.4.5 Non attendance in the pre-bid meeting will be a cause for disqualification of a bidder.

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

15.1 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

15.2 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —Technical & EMD“. The Financial bid shall be inside another sealed envelope with superscription — Financial Bid “.Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super scribed with —

- **Tender Notice No and Tender date**
- **Due Date of opening**
- **Details of Envelops in the master envelop (Master envelop contains 03 separate envelop 1. Technical/Commercial in duplicate 2) Price Bid 3) EMD & Tender Fees)**

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

16.0 **DEADLINE FOR SUBMISSION OF BIDS**

16.1 The original Bid, together with the required copies, must be received by the Purchaser at the address specified not **later than 15:30 Hrs on 07.08.2018.**

16.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 **ONE BID PER BIDDER**

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 Modifications of the terms and conditions of this contract, including any modification of the scope of the services or of the Contract price may only be made by written agreement between the Owner and the Bidder.

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

22.1 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.2 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.

22.3 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

22.4 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

23.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

23.3 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

(a) Contract completion schedule

(b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

(d) Conformity and compliance to the conditions/details provided in pre-bid meeting

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.4 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

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

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

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

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

26.1 AWARD OF CONTRACT

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

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the Contract Price in accordance with the format provided in Vol –II, Annexure –II of the bidding documents. The Performance Bond shall be valid for a period of twelve months (12) from the date of the commissioning or eighteen months (18) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

- (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non - competitive levels and to deprive the Purchaser of the benefits of free and open competition. for, or in executing, a contract.

30.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION – III

(GENERAL CONDITION OF CONTRACT)

**Implementation of integrated Customer Relationship Management system for BYPL
CMC/BY/18-19/RB/SS/033**

DATED: 17.07.2018

GENERAL TERMS AND CONDITION

1.0 General Instructions

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.3 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.
- 1.4 The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 Definition Of Terms

- 2.1 "Purchaser" shall mean BYPL, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.2 "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.
- 2.3 "Supply" and "shall mean the Scope of Contract as described.
- 2.4 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.5 "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.
- 2.6 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.7 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.8 "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.9 "Contract" shall mean the "Letter of Acceptance" issued by the Purchaser.
- 2.10 "Contract Price" shall mean the price referred to in the "Letter of Acceptance".

2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.

2.12 "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:

- a) The written acceptance of material by the inspector at suppliers works to provide the software.
- b) Acceptance of software at site after its receipt and due inspection/ testing and release of software acceptance voucher.

3.1 Contract Documents & Priority

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

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

4.0 Scope Of Supply -General

4.1 The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.

4.2 Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

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

4.4 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

5.1 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.

5.2 Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.

5.3 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.

- 5.5** All testing and inspection shall be done without any extra cost.
- 6.0** Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.
- 7.0** Bidder has to sign quality agreement before supply of the material.
- 8.0 Variation in taxes, duties & levies:**
- 8.1** 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. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 8.2** No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 8.3** Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.

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

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

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

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

10.0 Terms of payment and billing

Payment shall be released after receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Bidder, provided the Bidder has submitted such invoice in accordance with the provisions of this clause/Article.

All payments made by the Owner to the Bidder shall be made by bank transfer to the latter's nominated bank account. The nominated account shall be in the name of and solely owned by the Bidder.

10.1 Submission of invoice

- All invoices along with Owner's authorized signatory work done certificate, and other applications for payment shall be submitted in accordance with the requirements of Procedures detailed in this Contract.
- If the Owner disputes any item on any invoice in whole or in part and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice.
- Neither the presentation nor payment of an individual invoice shall be irrevocable or constitute a settlement of a dispute, or otherwise waive or affect the rights of the parties hereunder.
- Along with the invoice for payment against a milestone, all the necessary documents linked to the milestone with proper certifications by the designated officer assigned by the Owner should be submitted by the Bidder.

10.2 Payment Schedule

Milestone Number	Milestone Description
MS-1	10% for part A & B of Pricing schedule shall be released as mobilization advance subject to fulfillment of following pre-requisites: <ul style="list-style-type: none">i. Submission of PBG for 10% of contract valueii. Submission of ABG of equivalent amount valid till 30 days after Part A & Part Biii. Acceptance of purchase orderiv. Project preparation (Resource mobilization, Project Kick off, core team finalization, and submission of detailed project plan)
MS-2	50% of contact value for part A of Pricing schedule shall be released subject to fulfillment of following pre-requisites: <ul style="list-style-type: none">i. Delivery of required licenses with the OEM proof of licenses delivery as per defined scheduleii. IT Hardware & Software delivery based on finalized schedule

MS-3	<p>10% of contact value for part A and Part B of Pricing schedule shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. Completion of business process study and business blueprinting and respective sign offs ii. Set-up of Server and Storage infrastructure including OS, Database etc at control centers
MS-4	<p>30% of contact value for part B of Pricing schedule shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. Completion of business process configuration, Master data configuration, Implementation of all the mentioned functionalities and Integration to the mentioned systems as per RFP
MS-5	<p>15% of contract value for Part B shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. System ready for live transactions, Completion of UAT and Integration Test Reports
MS-6	<p>15% of contract value for Part B shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. Project Go Live and Performance Test ii. Project Stabilization period of 3 months Operational Acceptance Test
MS-7	<p>10% of contract value for Part A & Part B shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. On 6 months completion of Operational Acceptance Test
MS-8	<p>10% of contract value for Part A & Part B shall be released subject to fulfillment of following pre-requisites:</p> <ul style="list-style-type: none"> i. On 1 year completion of Operational Acceptance Test

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

11.0 Price Validity

11.1 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.

12.0 Performance Guarantee

12.1 Supplier shall establish a performance bond in favor of BYPL in an amount not less than Ten percent (10%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of twelve months (12) from the date of the commissioning or eighteen months (18) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. It shall be in accordance with one of the following terms:

- (a) Depositing pay order /demand draft of the relevant amount directly with BYPL at the address listed above or as otherwise specified by BYPL, either of which shall constitute the Performance Bond hereunder; or
- (b) Bank guarantee from any nationalized bank in favour of BSES YAMUNA POWER LTD. The performance Bank guarantee shall be in the format as specified by BYPL.

13.0 Forfeiture

13.1 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BYPL of this Performance Bond to the ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

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

14.0 Release

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 10.0) except for the case set forth in Clause 21.0.

15.0 Defects Liability Period

15.1 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

16.0 Return, Replacement or Substitution.

Purchaser shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. Purchaser may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

17.0 Effective Date of Commencement of Contract:

17.1 Effective date of Contract: This Contract shall come in to effect on the date of issue of Owner's signed Purchase Order. Such Purchase Order shall be accepted by the Implementation Partner within 7 Calendar days, from date of Purchase Order and shall be signed & sealed by bidder stating "Purchase Order Accepted" and return certified duplicate copy of owner.. If no such formal confirmation is received within the stipulated time of 7 Calendar days, then the contract is deemed to be accepted.

18.0 Time – The Essence Of Contract

18.1 The Project will have deemed to be completed at the end of Post Go-Live Support period when all the Deliverables have been met, verified, certified and accepted by the Owner.

19.0 The Laws and Jurisdiction of Contract:

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

19.2 All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Mumbai in India

20.0 Events of Default

20.1 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

- (a) Supplier fails or refuses to pay any amounts due under the Contract;

- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BYPL.

21.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BYPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
 - (i) present for payment to the relevant bank the Performance Bond;
 - (ii) purchase the same or similar Commodities from any third party; and/or
 - (iii) Recover any losses and/or additional expenses BYPL may incur as a result of Supplier's default.

22.0 Penalty for Delay

- 22.1** If supply of software is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the ex-work contract price for every week delay or part thereof for individual mile stone deliveries.
- 22.2** The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the ex-works contract price
- 22.3** The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

23.0 Force Majeure

23.1 General

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control directly or indirectly, of the Party affected, but only if and to the extent that:

- I. Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- II. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- III. Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- IV. Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

- 23.2** 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
 - 1 War declared by the Government of India
 - (ii) Dangers of navigation, perils of the sea.
- 23.3** Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:
- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
 - ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
 - iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
 - iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
 - v) Provide prompt notice of the resumption of full performance or obligation to the other party.
- 23.4** Mitigation of Events of Force Majeure Each Party shall:
- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
 - (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
 - (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.
- 23.5** Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

23.6 Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

23.7 Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

23.8 Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.

23.9 Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to an event of Force Majeure."

24.0 Transfer And Sub-Letting

24.1 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.

25.0 Recoveries

25.1 Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance

26.0 Waiver

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

27.0 Indemnification

27.1 Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

28 .0 Training

Successful Bidder shall provide in depth training to BSES employees. BYPL engineers on Usage of these software after completion of installation/implementation.
Detailed Training calendar shall submit by successful bidder after finalization of contract.

SECTION –IV: QUANTITY REQUIREMENT

Sl. No.	Item Description	Specification	Requirement		Location
			Qty.	Completion Period	
1	Implementation of integrated Customer Relationship Management system for BYPL	Section V	1 nos	Within Ten(10) month from the Date of ordering/LOI	Delhi BSES

SECTION –V
(TECHINAL SPECIFICATION)

**IMPLEMENTATION OF INTEGRATED CUSTOMER RELATIONSHIP
MANAGEMENT SYSTEM FOR BYPL**

CMC/BY/18-19/RB/SS/033

DATED: 17.07.2018

Scope for

CRM Implementation

at

BSES Yamuna Power Ltd.

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1. Introduction

BS&S Yamuna Power Ltd. is distributing power to about 1.7 million consumers in East and Central of Delhi in an area of approx. 170 sq. km with an annual increase of about 4% – 6%. The area being catered by BYPL is one of the most densely populated area in Delhi. Customer relationship is an important part in the operations of the company and is presently being handled through many discrete applications.

This document details requirement for implementing an integrated **Customer Relationship Management system** covering different customer interaction channels, such as Customer Help Desks, Internet and Mobile clients (hand-held devices like laptop, mobile, etc.), Call Centre, Social Media like What's-app, face book etc.

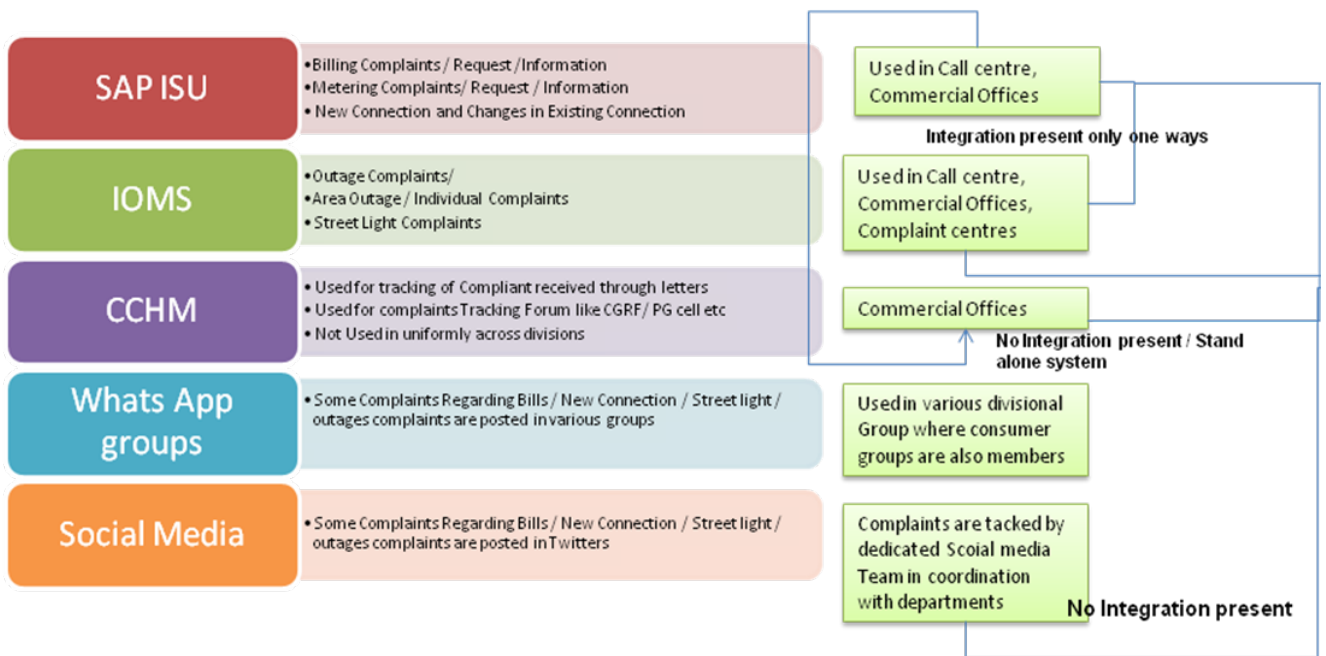
The primary goal of CRM is to integrate and automate various functions in BYPL including Customer Support, Sales and Marketing. A CRM typically is required to have a dashboard that gives an overall view of the three functions on a single customer view along with a single page for each customer. The dashboard will also provide customer information, past power consumptions, payments, previous marketing efforts, and more, summarizing all of the relationships between the customer and BYPL.

BYPL plans to implement CRM for its requirements. CRM is mainly used for customer service management in utility industry including power distribution. This includes the operation of a call center with utility-specific service and sales processes like account and contract management, campaign management, opportunity management, and management of contracts and quotations.

2. Existing Scenario

In BYPL Consumer Quarries/ application / request are managed in Call Centre, Commercial Offices, Complaint Center Website , Mobile app, whatsapp groups.

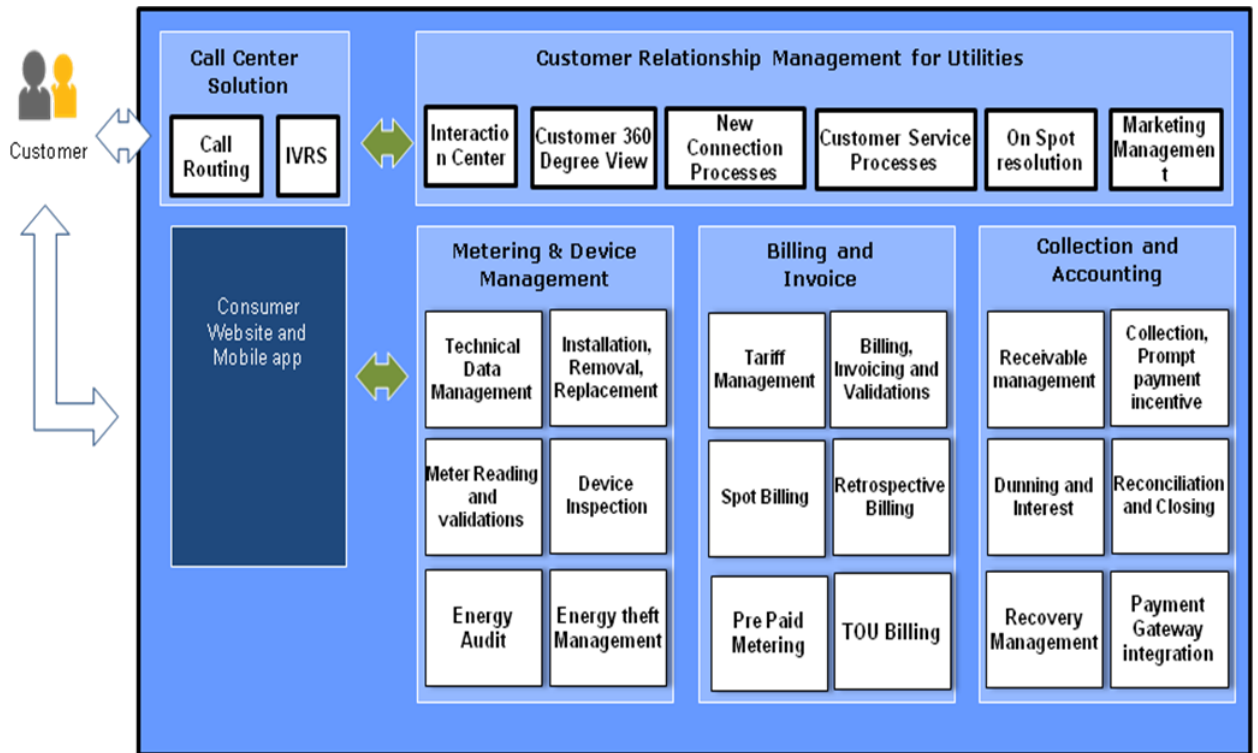
Presently we have diverse software working at various fronts handling different issues.



When a Consumer approaches our executive, then the information has to be derived from multiple system and even information like last payment amount or last Bill due date user has to toggle in multiple screens which makes the process slow and time consuming.

3. Proposed Scenario

The figure below depicts the basic way a CRM system is expected to look in our perspective.



4. Scope of CRM Supply

4.1. The scope of this RFP is to propose a suitable Customer Relationship Management System (CRM) for BYPL based on experience of solution in utility industry preferably power distribution with SAP ISU as the billing engine.

4.2. The CRM solution is to be deployed for 18 lakh consumers and 500 BYPL Users including- Study of existing System, Solution Design, Supply of related software and licenses including any licenses required in SAP -ISU and other integrated systems, Documentation- Technical and User manuals, Hardware , Configuration, Development, Customization, Integration with other systems, Conducting testing- Unit testing, Integration testing, End-to-End System

Operational acceptance testing of entire CRM, provide support during 'Go Live', Technical training, User training etc. for successful implementation of CRM in BYPL (BYPL will have option to go for the Hardware and Software Licenses through the bidder or plan for procurement of the same themselves)

- 4.3. Study of existing Customer Care processes and mapping wrt to CRM including enhancements to provide customer services in line with global best practices in discussions with BYPL Business
- 4.4. Undertake enhancements in the SAP ISU and other integrated SAP systems including SAP R3. Any additional SAP Licenses required to fulfill the requirements of implementation scope to be provided by Bidder
- 4.5. Bidder to provide with names and profiles of the resources being deployed.
- 4.6. As part of the implementation the bidder is expected to submit detailed implementation methodology and technical solution for this project and get it approved by BYPL before taking the development (*The implementation methodology should include the enhancement requirements of SAP ISU and other integrated systems*)
- 4.7. Target functional and technology blueprint and implementation roadmap to ensure a clear path forward within achievable timelines
- 4.8. Integration to SAP – ISU and SAP R3, Outage Management System, Call Center Applications, CLI /CTI etc. giving single window to users to work with. Integrations to be taken up with standard integration tools like SAP PI
- 4.9. Preparation of Business Process Document, Functional Design Documentation and Solution documentation and get it approved from BYPL project team
- 4.10. CRM Implementation including Product Configuration, Development etc. based on the finalized functional design document
- 4.11. The technical solution should include-
 - 4.11.1. Complete BOM for hardware and software including license, SAN storage etc. necessary keeping in view the functional scope and requirements of integrated systems including SAP ISU
 - 4.11.2. Approach on DC and DR replication details

- 4.11.3. The bidder is expected to optimize the hardware by considering BYPL existing landscape (bidder can get details from BYPL if required)
- 4.12. Finalization of Hardware (Servers / Storage etc.) requirements to cater to approx. 2 million consumers (BYPL will have option to go for the Hardware through the bidder or plan for procurement of the same themselves)
- 4.13. Project Management & Value Tracking Office to keep the focus on business outcomes and ensure timely delivery
- 4.14. End User and IT Functional & Technical teams Training including advanced level training on CRM development platform
- 4.15. The bidder is expected to propose latest versions of all software , hardware for the project and should be supported by OEMs for atleast 5 years from operational acceptance test
- 4.16. The scope includes completion of all works as per the schedule mentioned in this RFP
- 4.17. The scope also includes providing onsite warranty support for 5 years post 'Operational Acceptance Testing' / Go Live of CRM for all software, hardware, integration and other deliverables
- 4.18. Any software updates, upgrades, patches released till the completion of warranty period shall be supplied, installed and commissioned under scope of this contract
- 4.19. The CRM should have standard interface/connector available to interface with BYPL's existing systems and there shouldn't be any further licensing impact on BYPL
- 4.20. Handholding support for 3 months post Go Live

This scope should include all the licenses required by the BYPL's existing applications service providers for implementation of CRM functionalities as mentioned further in the RFP.

The Software licenses will be in the name of BYPL and will be perpetual in nature.

5. Major Functionalities of CRM

- 5.1. A Web based Single Application for Customer Interactions
- 5.2. Handle Service Requests and Complaints from all channels including Call Centre, Walk-Ins, Web (BYPL Portal), Mobile Application, Social Media, Chat, SMS and E Mails under a single platform in a seamless integrated manner. Every Request or complaint to have a unique tracking number.
- 5.3. Workflow based delegations of power and approvals - Ability to automate internal business processes by creating workflows to perform routine tasks that involve daily business operations like approvals, email notifications etc.
- 5.4. Roles & Security Management - Ability to Configure security roles and permissions to different users in the CRM System
- 5.5. Interaction Management-Ability to track and record activities such as phone calls, sms, email, task, appointments, campaign response or a service activity. Ability to capture response to the emails, phone calls, etc. Ability to bulk import responses, Tracking history of an activity if it has been closed, cancelled or completed. There should be facility to store history of email/sms that has been sent to the consumer, with a minimum of content along with date on which it was sent and whether delivered or not
- 5.6. Availability of Design for Each type of Service request / Complaints and TAT (internal) and escalation matrix and dash boards
- 5.7. Provide for Immediate view on Customer and Premise with Easy to identify the customer using free search along with the standard search feature
- 5.8. Provide for 360 Degree view of Costumer including Billing / Metering / Outage Complaints/ Enforcement Cases/payment History, consumer Interaction History / Action Log/ outstanding amount etc .
- 5.9. Provide for seamless Omni channel experience for customers across various channels
- 5.10. Should provide for Self Service Customer community portal (a web based portal for customers to login with account details for self service)

- 5.11. Should provide for Field service capabilities (ability for field staff to view, update and resolve work orders on the go with live CRM data) or may connect with existing field force applications
- 5.12. Reporting & Dashboards (As per the Business requirement to be finalized during detailed engineering)
- 5.13. CRM Marketing to cover for Campaign Management including E- campaign, SMS and IVRS based : Provision for Consumer Segmentation (Area/ Division/ Paying Habits etc.) to run various type of campaigns
- 5.14. Sales with Lead and Opportunity management
- 5.15. Audit Trail Management
- 5.16. Integration to BYPL SMS, Email, Website and Social Media gateways and portals (To be finalized during detailed engineering)

Minimum CRM functionalities



Service Request	Create Service request of different types (Device Inst order/ Billing complaint order etc.) Execute predefined Actions (Status management/Workflows etc.)
Call Center Agent Inbox	Search and display last Interactions, Contact Logs , Service requests, Status Changes , Assignments
Interaction history	Search and display last Interactions, Contact Logs, Service requests
Alerts	Important alerts for reminders, Customer type, Attributes
Integrations	Integrations with IOMS, Website, Mobile App, Call Center, Social Media

6. Project Timelines

The complete project will be delivered in 8 - 10 months from date of start of project.

Volume - II

FORMATS

Tender Notification for

**Implementation of integrated Customer Relationship Management system
for BYPL**

SUBMISSION DATE :07.08.2018

Annexure -I

BID FORM

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

1. We understand that BYPL is desirous of carrying out In its license distribution network area in Delhi.
2. Having examined the Bidding Documents for the above named works, we the Undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest, or any bid you may receive.
8. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

BID SUBMISSION FORM (Annexure-1)

Offer No.:

Date:

To,

Head Contract and Material

BSES YAMUNA POWER LIMITED

3rd Floor "A" Block, Shakti Kiran Building,

Delhi-110032 (INDIA).

Dear Sir,

In response to your Tender No. CMC/BY/18-19/RB/SS/033 for Implementation of Customer Relationship Management (CRM) in BYPL. We hereby submit our offer herewith.

- 1. Bidder Name :
- 2. Website Address :
- 3. Email Address :
- 4. Address for Communication :
-
-
-
- 5. Telephone Number :
- 6. Fax/Telefax Number :
- 7. Authorized Person - Name :

a. Designation:.....

b. Mobile No. :

c. Email-ID :

- 8. Authorized Person for E-Auction -Name :.....

a. Designation:.....

b. Mobile No. :

c. Email-ID :

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

13. Particulars of EMD

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

14. Particulars of Tender Fee

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

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

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

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

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

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

i)

ii)

iii)

DECLARATION

1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our Knowledge.

3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.

4) This offer contains No. of pages including all Annexure and Enclosures.

Place: Signature of Authorized Signatory

Date:

Name:

Designation:

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at contract amount.

Signature & seal of the Bidder

Annexure -III

FORMAT FOR BID SECURITY BANK GUARANTEE

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

Whereas [name of the Bidder](hereinafter called the Bidder“) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank]at[Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called —the Bank“),are bound unto BSES Yamuna Power Ltd., with it’s Corporate Office at BSES Shakti Kiran Building Karkardooma, New Delhi -110032 ,(herein after called —the Purchaser“)in the sum of Rs.(Rupees.....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this_____ day of_____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form ;or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form , if required; or
 - (b) Fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/Terms and conditions;

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

This guarantee will remain in force up to and including 90 days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

Annexure –IV

PRICE FORMAT

Tender No: CMC/BY/18-19/RB/SS/033

Dated: 17.07.2018

BOQ (Bill of Quantity) and Commercial Bid

S. No	Line Item	Qty.	UoM	Unit Rate (Rs)	App. Taxes	Total All Inclusive Value (Rs)
A	Supply					
1	Software Licensing Fees with 5 years warranty post Operational Acceptance Test (Detail the pricing regime which could include initial price and upgrade pricing). All license to be perpetual and on the name of BYPL					
	i) Base software price & License fee for initial 8,00,000 customers / 500 Users	1	Lot			
	ii) Base software price & License fee for initial 14,00,000 customers / 500 Users	1	Lot			
	iv) Increment at the rate of 1,00,000 customers / 100 Users	1	Lot			
2	Third party software pricing (if any including any additional SAP Licenses for 18,00,000 consumers including warranty for 5 years post Operational Acceptance Test required for successful implementation of CRM (Price break up of each software component shall be shared separately) (BYPL will have the option to for Licenses procurement directly with respective OEM's)	1	Lot			

3	IT hardware (including server, storage etc.) & software (including OS, Database etc.) at control centers (main & Backup control center) including warranty for 5 years post Operational Acceptance Test.(Price break up and specifications of each hardware & Software component shall be shared separately) (BYPL will have the option to go for Hardware & Software Licenses procurement directly with respective OEM's)					
	i) IT Hardware & Software Price for 18,00,000 customers / 500 Users	1	LOT			
B	Implementation					
4	Cost of System Implementation and Integration with SAP & Other Systems as mentioned in the RFP and changes at SAP end for modification in the existing as well as new process workflows/ Report/ MIS/ Customer Portal, etc.	1	LOT			

Name:.....

Tel/Mobile No:.....

Email ID:.....

Date:

Place :.....

Annexure-V

COMMERCIAL TERMS AND CONDITIONS

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	120 days from the date of Tender	
2	Price Basis	Firm, FOR Delhi store basis.	
3	Payment terms	AS per clause No 10.0	
4	Delivery schedule	Within 10 Months from date of Order	
5	Defect Liability period	12 months after commissioning or 18 months from the last date of supply, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of ex-work PO value of undelivered units.	
7	Performance Bank Guarantee	10% of total PO value valid for 12 months after commissioning or 18 months from the last date of supply, whichever is earlier plus 3 months towards claim period	
8	Reverse Auction Event	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-CRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

Annexure-VI

NIT NO & DATE: DT:

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION/COMMERCIAL TERMS	DEVIATIONS,IF ANY

Qualification Criteria (As per CRM)

Annexure – VII

S. no	Qualification Criteria	Description by bidder with qualifying the fulfillment	Documentary Evidence attached page no. detail
1	The bidder having ISO: 27001 Certification shall be preferred.		
2	The Bidder should have minimum annual Turnover of not less than Rs 100 Cores from Software / Consulting Business and the firm should have a positive net worth in each of the last three financial years*(i.e. 2015-16, 2016-17 and 2017-18) in India		
3	The bidder should have an experience of 2 end to end implementations of the proposed CRM system during last 3 years in utilities across India or outside with at least 1 of them with more than 1.5 - 2 million customer base. Further 1 of the 2 implementations should be in integration with SAP ISU. Copy of Completion Certificate of such projects shall be advantageous.		
4	Customer References: Bidder shall submit the name of 2 sites for reference where they have implemented the proposed CRM System.		
5	BYPL reserves the right to waive minor deviation if they do not materially affect the ability of the bidder to perform the order.		

CHECK LIST

Sno	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNORICED) DULY SIGNED	Yes/no
4	Bill of Material (UNPRICED)	Yes/No
5	TECHNICAL BID	Yes/no
6	ACCEPTANCE TO COMMERCIAL TERM AND CONDITIONS	Yes/No
7	FINANCIAL BID (IN SEALD ENVELOPE)	Yes/no
8	EMD IN PRESCRIBED FORMET	Yes/No
9	DEMAND DRAFT OF RS 1000/- DRAWN IN FAVOUR OF	BSES YAMUNA POWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No