

TENDER NOTIFICATION FOR

**TENDER FOR SETTING UP OF DATA CENTER FOR
DISASTER RECOVERY, BACKUP SOFTWARE,
HARDWARE AND SUPPORT IN BRPL**

NIT NO: CMC/BR/22-23/RB/PR/MS/1039

Tender Date: 14.03.2023

Due Date for Submission: 03.04.2023, 1500 HRS

BSES RAJDHANI POWER LTD (BRPL)

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: www.bsedelhi.com

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

BRPL invites sealed tenders in 2 envelopes for following scope of work

Sl. No.	Description	Estimated Cost (Rs.)	Qty.	Delivery & Installation at
1	SETTING UP OF DATA CENTER FOR DISASTER RECOVERY, BACKUP SOFTWARE, HARDWARE AND SUPPORT IN BRPL	3.43 Crores	As per BOQ	BRPL Store/Sites

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

All envelopes shall be duly super scribed “ SETTING UP OF DATA CENTER FOR DISASTER RECOVERY, BACKUP SOFTWARE, HARDWARE AND SUPPORT IN BRPL” DUE ON 03.04.2023, 15.00 HRS”.

- 1.00 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsesdelhi.com --> Tenders --> BSES Rajdhani Power Ltd --> Open Tenders**”.

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

- 1.02 Bids will be received upto 03.04.2023, 15.00 at the address given at 3.01 below. Part A of the Bid shall be opened on 03.04.2023, 15.30. Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

- 1.02.1 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof in the event of following

- (i) **Earnest Money Deposit (EMD)** of value Rs 6,86,000/- is not deposited in shape of Demand Draft/Pay Order/Banker's Cheque /Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (ii) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
- (iii) Complete Technical details are not enclosed.
- (iv) Tender is received after due date and time.
- (v) Technical offer contains any prices
- (vi) Prices are **not FIRM** and subject to Price Variation

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.

Technical Qualification Criteria

Sl.	Pre-Qualification Criteria	Document to be submitted	Compliance (Yes/No)
TECHNICAL			
1	The company participating in the bid should be registered in INDIA as per the companies act or have its registered office within the jurisdiction of INDIA.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	The bidder should be the Original Equipment Manufacturer (OEM) of Backup Software, Backup Appliance, SAN Switch, Backup Servers, Replication software for DR or their authorized representative in India.	In case of authorized representative, MAF from OEM (for all hardware & software) in their letter Head needs to be provided.	
		In case the bidder is itself the OEM, undertaking on their company"s letter head should be provided.	
3	The bidder should have implemented the proposed backup & replication solution for at least 100 TB data, which should be running successfully, in at least 2 Govt. organizations/ Financial Institution/ Public Sector Undertakings/ Commercial Bank/ Telecom in India during last 2 years, as on bid submission date.	Satisfactory Performance Certificate from the Clients strictly in format as given in tender.	
4	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor, who has audited the latest balance sheet, in format as given in tender.	
5	The bidders should have technical support centers located at Delhi / NCR	List / Details of technical support centers in India with complete addresses and contact no in format as given in tender.	
6	The proposed backup and replication software OEM should be listed in leader quadrant of Gartner"s magic quadrant during last 5 years.	Documentary evidence to be submitted	

7	The proposed backup appliance/storage and server OEM should be listed in leader quadrant of Gartner's magic quadrant during current year.	Documentary evidence to be submitted	

NOTE:

- i. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
- ii. In case any purchase order has been issued to the bidder by BRPL in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
- iii. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- iv. Technical Evaluation will be done by BRPLs IT team and the decision of the team will be final.
- v. Bidders to submit relevant documentary evidence for all parameters mentioned.

Financial Qualification Criteria:

Sl.	Pre-Qualification Criteria	Document to be submitted	Compliance (Yes/No)
COMMERCIAL			
1	The bidder must have minimum annual turnover of Rs.100 (One Hundred) Crore or more during the last three financial years. Audited Balance Sheets duly certified by CA to be submitted. Bidder has to also submit UDIN based CA certificate / financial statement as proof of the same.	Documentary evidence to be submitted	
2	The bidder must provide proof of having solvency of an amount equal to Rs.3.50 Crore (Rs. Three Crores and Fifty Lacs) from any nationalized/ scheduled commercial bank.	Documentary evidence to be submitted	
3	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities.	Undertaking on Letterhead	

4	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Documentary evidence to be submitted	
5	The Bidder shall submit an undertaking that "No Litigation" is pending with the BRPL or its Group/Associates Companies	Undertaking on Letterhead	

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

- Firms who are debarred/ blacklisted in BRPL in the past & other utilities in India will not be considered.
- Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by office inspection or by any other means and company's decision shall be final in this regard.
- No joint ventures/ consortiums are allowed.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- Last three Financial Years (FY 2021-22, FY 2020-21 & FY 2019-20) financial statement
- Bidder to submit UDIN based CA Certificate mentioning no dues pending as on date for all the statutory compliance like GST , PF and ESI etc.
- Details of constitution of the company (Proprietary/ Limited. Along with details)
- Memorandum & Articles of Association of the Company
- Organization Chart of the company
- Experience details with credentials
- No of Employees detail
- Premises Detail and addresses across India.
- Income Tax return for last 3 years

Providing any wrong information by the bidder will result in disqualification of the bidder. BRPL may cross check above parameters by any means.

ALL OTHER TERMS AND CONDITIONS OF THE NIT , INCLUDING BALANCE QUALIFYING CONDITIONS, SHALL REMAIN THE SAME.

Notwithstanding anything stated above, BRPL reserves the right to assess 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.

Bidders already qualified against previous tenders for similar requirement ALSO NEED TO SUBMIT the documents in support of qualification criteria.

3.00 **BIDDING AND AWARD PROCESS**

Bidders are requested to submit their offer strictly in line with this tender document. **NO DEVIATION IS ACCEPTABLE.** BRPL shall response to the clarifications raised by various bidders and the will be distributed to all participating bidders through website.

3.01 **BID SUBMISSION**

The bidders are required to submit the bids in 2(two) parts to the following address

**Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019**

PART A: TECHNICAL **BID** comprising of following (1 original + 1 copy)

- EMD in prescribed format
- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria
- Technical Details / Filled in GTP/Type test report etc
- Qualified Manpower available & Organization Chart
- Testing Facilities
- Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
- Original Tender documents duly stamped & signed on each page as token of acceptance
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc

PART B: FINANCIAL **BID** comprising of (1 original only)

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

3.02 TIME SCHEDULE

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

S. No.	Steps	Date
1	Last date of sale of bid documents	02.04.2023, 15.00 HRS
2	Pre-bid Meeting	21.03.2022, 15.30 Hrs. on Webex at https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=meab73f761469b973b1155a7736a48bbd
3	Last date of receipt of bid documents	03.04.2023, 15.00 HRS
4	Date & time of opening of tender – Part A	03.04.2023, 15.30 HRS

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

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

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

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

REVERSE AUCTION: Purchaser reserves the right to use **REVERSE AUCTION** through SAP-SRM as an optional tool as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in this event

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

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

4.00 **AWARD DECISION**

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

4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its

affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award other suppliers who are found fit.
- 4.04 Qty Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.
- 4.05 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders.

If the quantity is to be split, quantity distribution shall be in the manner detailed below:

- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
- b) If the quantity is to be split among 3 bidders, it will be done in the ratio of 60:25:15 on L1 price.

Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (03) bidders.

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/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 BRPL. This includes all bidding information submitted.

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

Suppliers who do not honor 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 post/courier to following address. The same shall not be communicated through email/phone

	Technical	Commercial
Contact Person	Mr. NITIN GALANDE	Mr. RAKESH BANSAL
Designation	HEAD – Information Technology (IT)	HEAD – Contracts & Materials (C&M)
Address	BSES RAJDHANI Power Ltd , Tender Room, 3 rd Floor ,D-Block, BSES Bhawan Nehru Place , New Delhi -110019	BSES RAJDHANI Power Ltd , Tender Room, 1 st Floor ,C-Block, BSES Bhawan Nehru Place , New Delhi - 110019
Email	nitin.galande@relianceada.com karuna.tiwari@relianceada.com	rakesh.bansal@relianceada.com pankaj.goyal@relianceada.com faiyaz.hussain@relianceada.com

8.00 BID FORM

8.01 The Bidder shall submit one"Original'and one"Copy'of the Un-priced Bid Form, Price Schedules & Technical Data Sheets duly filled in as per attached specification/BOM etc enclosed.

9.0 EMD

The bidder shall furnish, as part of its bid, an EMD amounting Rs.6,50,000/- as specified in the RFQ. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

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

- (a) Banker's Cheque / Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for One hundred Twenty (120) days after due date of submission or amended due date of submission drawn in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019

The EMD may be forfeited in case of:

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

OR

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

10.0 **BID PRICES**

- 10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items and Taxes & Duties. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price with taxes, duties & freight upto destination.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.
- 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.**
- 10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

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

13.0 **ALTERNATIVE BIDS**

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

14.0 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents, clearly marked "Original Bid" and “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 copy, the original shall govern.
- 14.02 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the

Bidder. **Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.**

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

15.0 **SEALING AND MARKING OF BIDS**

15.01 Bid submission: One original, Copy-1, (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —“Technical & EMD“. The price bid shall be inside another sealed envelope with super scribed “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, Copy-1, and the envelopes should be super scribed with —“Tender Notice No. & Due date of opening“.

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

16.0 **DEADLINE FOR SUBMISSION OF BIDS**

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.

16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will there after be subject to the deadline as extended.

17.0 **ONE BID PER BIDDER**

Each Bidder shall submit only one Bid by itself. **No Joint Venture is acceptable.** A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 **LATE BIDS**

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

19.0 **MODIFICATIONS AND WITHDRAWAL OF BIDS**

19.1 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

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

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

21.0 **AWARD OF CONTRACT**

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

21.02 Though the contract is for Turnkey in nature, the Purchaser intends to issue 2 (two) separate Purchase/Work Orders viz
a) Purchase Order for Supply Portion

22.0 **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 with in 7 days of issue of the letter of intent /Notification of Award by Purchaser. The date of LOI/LOA shall be treated as Start date of work.

SECTION II
GENERAL TERMS AND CONDITIONS

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.04** The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 **DEFINITION OF TERMS**

- 2.01** "Purchaser" shall mean BSES Rajdhani 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 & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.

- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL 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 extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 CONTRACT DOCUMENTS & PRIORITY

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

4.0 SCOPE OF SUPPLY -GENERAL

- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed elsewhere.
- 4.03** All relevant drawings, data and instruction manuals.

5.0 QUALITY ASSURANCE AND INSPECTION

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

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

6.0 PACKING, PACKING LIST & MARKING

- 6.01 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 BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.
- 6.02 Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, 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.

7.01 PRICE BASIS FOR SUPPLY OF MATERIALS

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item. FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST.
- b) The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.
- c) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

8.0 TERMS OF PAYMENT AND BILLING

Payment will be process within 45 days as per schedule mentioned below on satisfactory installation, acceptance by BRPL and on submission of Bank Guarantee, bills duly certified by Engineer-In-Charge i.e., Head IT.

Payment will be made as per the following schedule: -

- A. Hardware Cost for both DC & DR (including all related hardware)
- B. Software Cost (including all related software)
- C. Implementation Cost

Deliverables	Amount of Payment
Delivery of all the required hardware & Software (Complete BOM at DC & DR)	40% of A
Sign Off of complete solution with all modules/functionalities and registration of support with OEM	30% of A + 70% of B + 70% of C
After six months of sign-off	15% of (A+B+C)
After 1 year of sign-off	Remaining 15% of (A+B+C)

NOTE: 100% of any item is the eligible amount after deduction of Penalty, if any. In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by in words enclosed in brackets in all commercial bid.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), and Non Disclosure Agreement by Successful Bidder.

9.0 PRICE VALIDITY

9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission & subsequent corrigendum/amendment/extension of due date of submission. For awarded suppliers/contractors, the prices shall remain valid and firm till contract completion.

10.0 PERFORMANCE GUARANTEE

10.01 Bank guarantee shall be drawn in favour of "BSES Rajdhani Power Ltd" as applicable. The performance Bank guarantee shall be in the format as specified by BRPL.

10.02 Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY & INSTALLATION), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

11.0 FORFEITURE

11.01 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 BRPL 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 set forth in the Contract.

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

12.0 **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.

13.0 **WARRANTY/DEFECTS LIABILITY PERIOD**

13.01 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 5 Year onsite Warranty from the date of successful implementation.

All Hardware/Software supplied should cover comprehensive on-site warranty for 5 years from the date of completion of the project installation. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

The vendor shall be fully responsible for the warranty of all equipment's, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should not become void if the purchaser buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:-

- Service support should be available on 24 x 7 x 365 basis.
- The equipment should be attended within 1 hours of receipt of complaint; however telephonic support should be made instantly on receiving the complaint. In case problems persist, part / equipment should be replaced within 4 hours of receiving complaint, so that normal job of BRPL may not hamper.
- Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report quarterly.
- The vendor will obtain written acknowledgement from purchaser after completion of warranty period for successful sign off of warranty period.

- In case of repetitive hardware failure (two or three times in a quarter) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to BRPL.
- Free of cost version upgrade/customization will be done by bidder whenever new version is released.

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.

The bidder shall be able to depute their service personnel within 48 hours in case of emergency and shall ensure the availability of manpower/spares for the same during warranty period.

14.0 RETURN, REPLACEMENT OR SUBSTITUTION.

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

15.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:

15.01 The date of the issuance of the Letter of Acceptance/Purchase Order shall be treated as the effective date of the commencement of Contract.

16.0 TIME – THE ESSENCE OF CONTRACT

16.01 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.

17.0 THE LAWS AND JURISDICTION OF CONTRACT:

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

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

18.0 EVENTS OF DEFAULT

18.01 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 BRPL.

19.0 CONSEQUENCES OF DEFAULT.

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

20.0 LIQUIDATED DAMAGES

20.01 If supply of items / equipment is delayed beyond the supply schedule as stipulated in LOI/PO, then the Supplier shall be liable to pay the Purchaser for delay as mentioned below:

A. Penalty due to delay in Delivery & implementation

- i. A-Hardware Cost for both DC & DR (including all related hardware)
- ii. B-Software Cost (including all related software)
- iii. C-Implementation Cost

S. No	Item	Expected Timeline	Penalty	Max. Penalty	Threshold of Delay
1	Delivery Complete of Solution including All related hardware & software	Within 6 Weeks from the date of Purchase Order	1% of (A+B) for every week delay	10% of (A+B)	Three months from the date of Purchase Order
2	Complete Implementation	Within six weeks from the date of delivery.	1% of (A+B+C) for every week delay	10% of (A+B+C)	Five months from the date of Purchase Order

BRPL reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay for any of the items above. BRPL, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

B. Penalty due to Downtime

After implementation of the Complete solution, Penalty will be deducted for downtime of the system as below

Uptime (U)	Penalty
U >=99.90	No Penalty
99.50<=U< 99.90	0.1 % of (A+B)
99.00<=U< 99.50	0.2 % of (A+B)
98.50<=U< 99.00	0.3 % of (A+B)
98.00<=U< 98.50	0.4 % of (A+B)
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of (A+B)

SLA will be monitored on Quarterly basis.

Penalty due to downtime, during 5 years of warranty period will be deducted from BG of the Vendor.

C. Delay In Maintaining SLA for Structured And Unstructured Data during backup/restoration

The proposed backup solution should be configured to provide backup/ restoration throughput of at least 25 TB/hour. Even on annual increase of data by 15%, the throughput of the solution should be maintained at 25TB/Hr. The solution should be capable to generate SLA report of backup and restoration of structured and unstructured data.

SLA for critical structured database (eg. CBS etc.) will be calculated on monthly basis. Any instance of non-maintenance of SLA of 25 TB/Hr for this database shall attract penalty for every hour for which SLA has been breached. The rate of penalty will be 0.05% of total Solution cost i.e Hardware Cost+Software Cost (Item A and Item B of Commercial Bid Format) multiplied by hours.

Example of Penalty=0.05 x (A+B) x total no. of hours in a month where SLA has been breached.

SLA will be valid for structured data having size more than 20 TB. For unstructured data of less than 20TB in data, the throughput should not be less than 5 TB/Hr.

Penalty as in a, b& c can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the three types of penalties can be levied upto their maximum limit simultaneously.

20.02 The total amount for delay under the contract will be subject to a maximum of Ten percent (10%) of the total contract value of undelivered units.

20.03 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.

21.0 STATUTORY VARIATION IN TAXES AND DUTIES

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/variations in commodities & raw materials. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO

The company reserves the right to review/change the terms & conditions of the Purchase Order/Work Order prospectively w.e.f. the date of implementation of GST to give effect/take care the impact of GST, if required.

22.0 FORCE MAJEURE

22.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures

in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.

- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

22.02 Specific Events of Force Majeure subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

- (i) The following events and circumstances:
 - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
 - b) Explosions or fires
- (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

22.03 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.

22.04 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.

22.05 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.

22.06 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.

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

- a) Contractor fails to complete execution of works within the approved schedule of works, terms and conditions
- b) In case the contractor commits any Act of Insolvency, or adjudged insolvent
- c) Has abandoned the contract
- d) Has failed to commence work or has suspended the progress of works
- e) Has failed to proceed the works with due diligence and failed to make such due progress

22.08 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.

22.09 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.

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

23.0 TRANSFER AND SUB-LETTING

23.01 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.

24.0 RECOVERIES

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

25.0 WAIVER

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

26.0 INDEMNIFICATION

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.

27.0 DOCUMENTATION:

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

28.0 COMMISSIONING SPARES

28.01 Commissioning Spares shall be deemed to be included in the quoted

**SECTION IV
PRICE FORMAT**

Sr. No.	Component (Detailed specs to be enclosed)	Quantity	Rate per Unit	Total Cost = Rate per Unit X Quantity
A	Cost of Hardware* at DC & DR			
i	Backup Server with Storage and SAN switch / Network switch(10G) whatever applicable with OS and all applicable software license including VM license if applicable at DC and DR with capacity to keep backup as per standard Backup policy and scalability to keep data for next 10 years(150TB Data current data and 10% increment of each year)	2		
ii	Storage with dual controller & Diskwith capacity 200 TB usable (Detailed BOQ of file storage with model number to be shared)	2		
iii	Server for application DR(40 CORES ,512GB RAM with VM license,NVME compatible ports and all accessories)	2		
iv	24 Port Cisco Network switch to connect Servers with 10g ports compatible with server ports and related cables	2		
v	Any other peripherals required	--		
vi	Warranty for Hardware and Software with 24X7X4 support.	5 Years		
	<u>Total cost of Hardware (A)</u>			
B	Cost of Software*	---		
i	Backup software			
ii	any other related software required			
iii	Warranty and Upgrades for software with 24X7X4 support.	5 Years		
	<u>Total cost of Software (B)</u>			
C	End-to-End Implementation Cost for the solution at both DC & DR	---		
	Total Cost = (A+B+C)			
	GST on A+B+C			
	<u>Total Cost with GST on A+B+C</u>			

D	AMC %age per year for Backup Hardware and Software ((range Minimum 3%- Maximum 8% of A)	1		
	Total Cost = (A+B+C+D)			
	GST on A+B+C+D			
	<u>TOTAL COST WITH GST on A+B+C+D</u>			

NOTE:

- 1) The prices quoted are inclusive of training of BRPL officials.
- 2) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any.
- 3) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates
- 4) Any other item not mentioned above but are required for successful completion of the works shall be deemed to be included in the above quoted rate
- 5) The payment for these items would be based on actual measurement wherever required.
- 6) The above quantities are indicative and may vary based on actual requirement while execution of work. The payment would be made as per actual.
- 7) * Rates should be inclusive of 5 years onsite warranty and support.

SECTION V
GENERAL TERMS & CONDITIONS

1. DEFINITIONS and INTERPRETATION

The following terms shall have the following meanings:

1.1 "Company": means BSES Rajdhani Power Ltd, a company incorporated under the Companies Act 1956 and having its office at BSES Bhawan, Nehru Place, New Delhi 110 019, which expression shall include its authorized representatives, agents, successors and assigns.

1.2 "Contractor": shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 "Rate": The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

1.4. CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in Annexure-I enclosed herewith and all such particulars mentioned directly/referred to or implied as such in the contract.

1.5 SITE: The terms "Site" shall mean the working location in BRPL area. Under this tender, working location shall be as mentioned elsewhere.

1.6 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3. LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

4. RATES:

The rates finalized for this order shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized.

The unit rates finalized are also inclusive of barricading and watch & ward during execution and no separate charges shall be paid for the same.

The cost of training of BRPL Official shall be included in the prices quoted by vendor.

5. TAXES AND DUTIES:

Prices are inclusive of all taxes and duties and GST. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). The order involves only services and labour hence WCT/VAT not applicable to the order.

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/ variations in labour. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO.

6. PERFORMANCE GUARANTEE

6.01 Bank guarantee shall be drawn in favour of "BSES Rajdhani Power Ltd" as applicable. The Performance Bank guarantee shall be in the format as specified by BRPL.

6.02 Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY, INSTALLATION, TESTING, COMMISSIONING), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

7. COMPLETION PERIOD

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection and commence the execution activity as per instructions of Engineer In-charge. The entire erection work should be completed within 4 months from the date of issue of LOI. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

8. CLEANLINESS

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, you shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.

9. COMMISSIONING & ACCEPTANCE TEST:

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures.

On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

10 SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.

The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company); it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

11. STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to:

- a) An Electrical license issued by Govt. of Delhi.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) GST registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970

(Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work. {If Applicable}

- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy. {If applicable}
- h) Labour license before start of work. {If applicable}

12. WORKMAN COMPENSATION:

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the Contractor, the Contractor shall certify for the same,

The contractor shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved under this work order and against costs and expenses, if any, incurred by the company in connection therewith and without prejudice to make any recovery.

The company shall be entitled to deduct from any money due to or to become due to the Contractor, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provisions of this clause.

13. STAFF AND WORKMAN

It shall be responsibility of contractor

(a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.

b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely,

- a) Register of workmen.
- b) Register of muster roll.
- c) Register of overtime.

- d) Register of wages.
- e) Any other register as per latest amendment Labour Act.

The records shall be in the prescribed formats only.

(III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non-compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

14. THIRD PARTY INSURANCE { If Applicable}

Before commencing the execution of the work the contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractors own cost.

15. SECURITY

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

16. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractors staff is accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

17. TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

18. SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall, if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

19. INDEMNITY:

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) any act or omission of contractor or its employees or agents.
- c) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

20. EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Work Order or in law, terminate the whole or any part of this Work Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the works with due diligence or commits a breach of any of the provisions of this work order including but not limited to any of the following cases:

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

21 RISK & COST:

If the Contractor of fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

22. ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

23. FORCE MAJEURE:

23.1 General:

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

(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

(ii) 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 parties ability to perform its obligations under this Contract and to mitigate the consequences thereof. 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; and

(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:

The following events and circumstances:

(i) 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, and

(ii) Explosions or fires

(iii) Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

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 2 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:

The Contractor 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 applying other ways in which to perform 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 Keep the Company 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 Contract. 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 Terminations 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 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

24. SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of work order and the information obtained during the course of investigation under this work order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the work order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/ or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this work order.

These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the executions of this work order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of this provision, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

25. TERMINATION:

"During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

26. QUALITY:

Contractor shall ensure that strict quality is maintained and execution of works under this Work Order and Works are executed in conformity with the Specification.

All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment.

27. ACCEPTANCE

Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work order is not being performed in accordance with the terms of this work order, the company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor.

We request you to please sign the duplicate copy of this work order as a token of your acceptance and return to us.

SECTION VIII

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 Labour - 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 Labour - 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 the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
 - Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.
- II. Health and Safety Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency 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:

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

V. Management System

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

The management system should contain the following elements:

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

storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and 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 modelled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

Annexure - I

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) An Electrical license. (If applicable)
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) PAN No.
- f) Work Contract Tax/VAT Registration Number.
- g) Labor License under Contract Labor Act (R & A) Act 1970(All Engineer-in-charge responsible for execution of the job should obtain a copy of Labor License as per guidelines of HR department before start of the work by the contractor.)
- h) GST Registration No.

The Contractor must follow:

- a) Third party Insurance Policy before start of work.{If Applicable}
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labor license before start of work. (If applicable)

Appendix- I

COMMERCIAL TERMS AND CONDITIONS – SUPPLY

SI No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) Firm , FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Unloading at stores / site - in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	As mentioned in Clause 8.0 TERMS OF PAYMENT AND BILLING	
4	Delivery time	As per BRPL Requirement	
5	Defect Liability period	5 Year onsite Warranty and support with 24x7 as per BOQ and mentioned in clause 13.0 WARRANTY/DEFECTS LIABILITY PERIOD	
6	Penalty for delay	As mentioned in Clause 20: Liquidated damages	
7	Performance Bank Guarantee	10% of total order value valid for 60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period.	

APPENDIX II

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
New Delhi 110019

Sir,

1 We understand that BRPL is desirous of execution of(Name of work)

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 Price Bid 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 under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value 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 & subsequent corrigendum/amendment/extension of due date of submission. 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 supply 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 there of, 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, 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).....

Appendix III

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed & stamped by the bidder along-with bid)

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

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

1. In case of bidding through Internet medium, bidders are advised to ensure availability of all associated infrastructure as required to participate in the reverse auction event. Inability to bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
3. The bidder is advised to understand the auto bid process & safeguard themselves against any possibility of non-participation in the reverse auction event.
4. The bidder shall be prepared with competitive price quotes during the day of reverse auction event.
5. The prices quoted by bidder in reverse auction event shall be on FOR Landed cost BRPL Store/site basis inclusive of all relevant taxes, duties, levies, transportation charges etc.
6. The prices submitted by the bidder during reverse auction event shall be binding on the Bidder.
7. The bidder agrees to non-disclosure of trade information regarding bid details e.g. purchase, Identity, bid process/technology, bid documentation etc.
8. BRPL will make every effort to make the bid process transparent. However award decision of BRPL will be final and binding on the bidder.
9. The prices submitted during reverse auction event shall be binding on the bidder.
10. No request for Time extension of the reverse auction event shall be considered by BRPL.
11. BRPL shall provide the user id and password to the authorized representative of the bidder. Authorization letter in lieu of the same shall be submitted along with the signed and stamped acceptance form.
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 conclusion of the reverse auction event for arriving at contract amount

APPENDIX IV

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] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after 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 Rajdhani Power Ltd., with it's Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019 ,(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 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 - V

LITIGATION CERTIFICATE

To be provided by Chartered Accountant Letter Head with UDIN No.

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at,

_____ is not involved in any litigation which threatens solvency of the company.

In case if there is litigation history mentioned in following format

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

Date: _____

Place: _____

Signature of CA

Name of CA

UDIN No

Designation:

Seal & Signature of Chartered Accountant

APPENDIX - VI

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

This is to certify that M/s _____ has implemented the project for Automated Disk Based Backup/Replication Solution for DR _____ TB/PB data capacity, with throughput of approx, _____ TB/hour.

The Solution was implemented on _____ (Date of Implementation) and is running successfully since then.

The services provided by the M/s _____ are satisfactory.
The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Note: Separate annexure for Replication tool for DR and backup solution needs to be submitted with technical evaluation

APPENDIX - VII
TURNOVER CERTIFICATE

To be provided by Chartered Accountant Letter Head with UDIN No.

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Network. This information is based on the Audited Financial Statements for 2019-20, 2020-21 and 2021-22.

	Actual in previous 5 financial years				
	FY 2021-22	FY 2020-21	FY 2019-20	FY 2018-19	FY 2017-18
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

Date: _____

Place: _____

Signature of CA

Name of CA:

UDIN No:

Designation:

Signature and Seal of Chartered Accountant

APPENDIX VIII

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

We M/s _____, a company incorporated under the companies act, 1956 with its headquarters at,

_____ do hereby confirm that we have not been blacklisted/ debarred by Government / Government agency / Banks / Financial Institutions in India.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document Dated at __ day of _____ 2023.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of

Company

APPENDIX IX
DETAILS OF TECHNICAL SUPPORT CENTERS

Sr. No.	Location (City)	Complete Address	No. of Support Engineers	Contact Person Name and Email ID	Contact Person Mobile No
1					
2					
3					
4					
5					

Add as many rows you want to add

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

BSES RAJDHANI POWER LIMITED NIT 1028

APPENDIX X

MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)

(To be provided on the Letter head of each of the OEM duly signed & stamped by their Authorized Signatory.)

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (Backup Software/Backup Appliance/Storage/Tape Library/SAN Switch/Backup Server), being offered to through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply/ installation/commissioning of this Product/Solution/Hardware.
2. We undertake that the backup software of _____ (OEM Name) proposed in this tender is compatible with our backup & archival appliance/storage (Valid for Appliance/ Storage OEM only).
3. We undertake that the backup & archival appliance/storage of _____ (OEM Name) proposed in this tender is compatible with our backup & archival software (Valid for Backup & Archival software OEM only).
4. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____.
5. In case the bidder i.e. M/s _____ is not able to perform obligations as per contract during contract period, we will perform the said obligations.
6. We undertake to continue to extend services as per given scope of work of RFP during contract period through mutually agreed third party/any other authorized Partner of ours in case:-
 - a) Bidder M/s _____, ceases to exist from the ICT Industry

OR

 - b) Bidder M/s _____ stops services or support to BRPL

OR

 - c) There is dispute between bidder M/s _____, and us.

OR

 - d) Bidder M/s _____, terminates contract due any reasons with us.

Note: Seperate annexure for Replication tool for DR and backup solution needs to be submitted with technical evaluation

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of

Company

BSES RAJDHANI POWER LIMITED NIT 1028

APPENDIX-XI
FORMAT FOR PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To
BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s.. with its Registered/ Head Office at

(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that a claim/demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 20..... at

1. For Bank

2. Signature

Name

Power of Attorney No:

Banker's Seal

APPENDIX XII
NON – DISCLOSURE AGREEMENT FORMAT

This agreement, made this ____ day of _____, 20____, at _____

BETWEEN

BSES Rajdhani Power Limited, a power utility Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at BSES Bhawan, behind DTC Bus Terminal, Nehru Place, New Delhi-110019(hereinafter referred to as "BRPL"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) and

AND

<Client Company

Name>....., a

Company incorporated under the provisions of the Companies Act, <Year>..... and having its registered office at <Client Company Address>

.....

....., (hereinafter referred to as "<Vendor")", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) of the Other Part;

WHEREAS:

"BRPL" a power utility Company is engaged in the business of Distribution of Electricity

- A. "BRPL" requires the services of "<Client Company Name>....." for providing solutions which shall broadly focus on <purpose>..... (hereinafter referred to as the "**Purpose**")
- B. In the process of providing the services / proof of Concept for the purpose, BSES would provide and hand over to the "<Client Company Name>....." the personal, sensitive, confidential data, and Proprietary Information and Data relating to business operations of BSES, its customers and business associates and also technical and technological information and secrets belonging to BSES, its customers and business associates
- C. BRPL desires to protect the said confidential and proprietary information and data as the disclosure of confidential information of BRPL to the industry, general public, or third parties could seriously jeopardize the intellectual property rights/ any other rights of BRPL.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term “PERSONAL INFORMATION” and “SENSITIVE PERSONAL DATA” shall have the meaning as provided in The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or as assigned in any other law in India and as amended from time to time.
2. The term “CONFIDENTIAL INFORMATION” shall include any confidential / proprietary / non-public information relating to the business of the respective parties, including but not limited to samples, formulae, manufacturing/development processes, specifications, drawings and schematics, however, the “Confidential Information” shall mean and include the technical and technological information and secrets relating to software, computer system, equipment, local area network and wide area network, network infrastructure and equipment, network designs/architecture, system passwords, login-ID’s and commercial , marketing, financial and other information, data, ideas, programs, operations, processes and documents relating to the business or technology of (the “BRPL”) or any of its affiliates which is disclosed either prior to or after the date of this Agreement by parties i) to each other ii) either of its affiliates or iii) a third party on or behalf of the BRPL or any of its affiliates, to the other party (the “Vendor”) either in oral or written form, or through any other form of communication, and which was designated to be confidential and proprietary and shall include this Agreement as well as the intention of parties to explore the entering into of a business relationship with each other.
3. **ACCEPTANCE TO BRPL INFORMATION SECURITY POLICY**
 - i. BRPL (BSES Rajdhani Power Limited) has legal ownership of the contents of all files created, processed, stored on its computers/ network systems as well as the data/ email/ messages transmitted in its network.
 - ii. BRPL reserves the right to access the information given to the Vendor/ Consultant for processing without prior notice whenever there is a genuine need.
 - iii. BRPL may in order to ensure cyber security/ protection of its data/ resources monitor, access, retrieve and read the information originating/ transmitted/ terminating in its network irrespective of user.
 - iv. All the users accessing the network of BRPL are encouraged not to share their personal information on the computer/ network of BRPL computers, resouces and removable disks. If Users choose to share such personal information, the information may be monitored at the risk of Users.
 - v. All users/vendors/consultants must return or ensure secure destruction of BRPL information, storage media, documentation, and computer/networking equipment in a permissible manner, before they leave a particular assignment, either on transfer or on the end of the contract or resignation.
 - vi. The undersigned has read the Information security policies and procedures and understand the policies and procedures of BRPL. The undersigned agreed to abide by the information security policies and procedures described therein as a

condition of continued employment / contract. The Vendor undertakes to abide by all the rules and regulations applicable to Personal/ Sensitive/ Confidential Data under the Information Technology Act, 2000, or any other law as applicable from time to time and also the direction issued by the Regulator, Delhi Electricity Regulatory Commission.

- vii. The BRPL has all the rights to claim damages for any loss of Personal/ Sensitive/ Confidential data including any liability arising to the third party due to the default/ failure of the Vendor to protect such data in terms of present agreement. The liability arising out of such default shall include the litigation cost, liability payable to third party and also any loss of reputation/ goodwill caused to the BRPL.
- viii. That the Vendor agrees that the Non-compliance of the terms of this agreement and/or any of the policy of BRPL associated with the privacy policy, can result in disciplinary actions, revocation of systems privileges and includes termination of agreements/services, if any, claim of damages and such other actions as specified in other clauses of this agreement or the principle agreement.

4. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

Notwithstanding anything contained herein, the obligation as to confidentiality herein shall not apply to the following, provided the VENDOR can establish the same with a competent proof, that:

- a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by the BRPL;
 - b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by the BRPL to the VENDOR, was in public domain;
 - c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by the BRPL to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.
 - d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;
 - e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;
 - f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law;
- The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

5. OBLIGATIONS OF THE VENDOR

- a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of the BRPL (which consent may be withheld arbitrarily, and shall keep the same strictly confidential.
- b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to any one other than those who are required to have such access for the purpose of the EVALUATION.
- c. The VENDOR may disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.
- d. The VENDOR shall notify the BRPL upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorised use of CONFIDENTIAL INFORMATION.
- e. The VENDOR shall not, without the written permission of the BRPL, make copies of the CONFIDENTIAL INFORMATION, or any part thereof.
- f. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify the BRPL about the same, so as to enable the BRPL to obtain appropriate protective order, if any. The VENDOR will exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to the BRPL arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.
- g. The Vendor having access to Personal/ Sensitive/ Confidential data of BRPL shall apply security standards in a manner compatible to reasonable security standards as applied by the BRPL including ISO 27001 and other security policies and also in terms of Rule 8 of The Information Technology (Resonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The Vendors shall be responsible to ensure adherence to the security standards of all the access by their employees/ consultants etc
- h. The Vendor shall securely delete the Personal/ Sensitive/ Confidential data which comes into its possession by virtue of this agreement and also sanitize the digital media as per the Security Policy of the BRPL.
- i. The Vendor undertake to acquaint itself with the Information security policies and procedures and understand the policies and procedures therein which are published in the intranet. The undersigned agreed to abide by the information

security policies and procedures described therein as a condition of continued engagement/ contract.

6. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision by the VENDOR to not to continue with any any arrangement/ agreement or immediately upon the request of the BRPL, the VENDOR shall promptly return and/or procure the return of the CONFIDENTIAL INFORMATION, and all copies (whether or not lawfully made or obtained) of the same or any part of thereof, as well as all analysis, computations, studies or other documents or information prepared, which is based upon, contains or refers to or to any part of, the CONFIDENTIAL INFORMATION, to the BRPL or to any party designated by the BRPL in this behalf, or destroy the same as may be advised by the BRPL, and shall confirm by way of a written certificate to that effect to the BRPL, and also further confirm that the VENDOR has not reproduced or retained any samples, originals or copies of any part of the CONFIDENTIAL INFORMATION; except that the VENDOR could keep a single copy of the CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

7. TENURE OF THE AGREEMENT

The Agreement shall be valid for a period of _____ years from the date thereof, or till parties enter into definitive Agreement of business relationship arising out of the or any earlier determination of this Agreement effected by the BRPL by requisitioning the return of the CONFIDENTIAL INFORMATION, whichever is earlier. The Vendor shall continue to be liable for any breach of Personal/ Sensitive/ Confidential data given by the BRPL even after the termination of main agreement.

8. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

The BRPL makes no representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed to the VENDOR, and accordingly no liability accrues to the BRPL for any damage, injury or loss resulting from the use of the CONFIDENTIAL INFORMATION.

9. RELATIONSHIP PRESUMPTIONS

- a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with the BRPL.
- b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any licence under any patents, trade

marks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of the BRPL.

c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee between the parties hereto, or creating or authorising any party to create any commitment on behalf of the other party or any charge on the other party.

10. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The VENDOR understands and acknowledges that, due to the unique nature of the CONFIDENTIAL INFORMATION of the BRPL, any unauthorised disclosure of any portion thereof shall cause irreparable damage / injury to the interest of the BRPL and that monetary relief will not be adequate or complete remedy to compensate for such damage/injury. Accordingly, the VENDOR hereby acknowledges that the BRPL shall be entitled to injunctive relief and / or a remedy of specific performance in the event of any unauthorised disclosure by the VENDOR or by any of its said employees or the said associates, in addition to whatever remedies it might have in law or in equity.

11. ENTIRE AGREEMENT

This Agreement represents the intentions of the parties hereto, in entirety, on the subject matter hereof, and shall supersede anything outside this Agreement relating to the subject matter hereof.

12. SEVERABILITY

If any part of this Agreement becomes or is discovered to be unlawful and / or unenforceable, and if the remaining Agreement could be separated from such part, then the remaining Agreement shall be deemed to continue in such reduced form.

Non-assignment - Save as expressly agreed by the parties hereto in writing, no right or obligation under this Agreement can be assigned to any other party.

Waiver - No waiver or modification of this Agreement will be binding upon the parties unless made in writing and signed by a duly authorised representative of such parties. Further, failure or delay in enforcing any right under this Agreement shall not amount to a waiver of such right.

Modifications - This Agreement may not be modified except in writing, signed by the parties hereto, through their duly authorised representatives.

Jurisdiction & Arbitration - This Agreement shall be governed by and construed in accordance with the Laws of India (without reference to the rules relating to the conflict of laws), under the jurisdiction of the Courts at Delhi.

Any dispute or difference with respect to the construction or interpretation of any of the clauses hereof, or as to the meaning or effect thereof, which could not be resolved amicably between the parties hereto, shall be referred to arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended or re-enacted. Each party hereto shall appoint one arbitrator. Both these arbitrators shall jointly appoint a third arbitrator. The Venue of arbitration shall be Delhi. The fees of the arbitrators shall be shared equally.

Related Party Acts -

- a. Any act or omission which if it were an act or omission of the VENDOR would be a breach of this Agreement on its part, be deemed to be such an act or omission for which the VENDOR is responsible when done or omitted to be done by a third party, if –
- i) such third party is controlled by or controls, the VENDOR, or
 - ii) both, such third party and the VENDOR, are under the common control of any other party

Two originals

This Agreement shall be executed in three copies, each of which shall constitute an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorised representatives, as on the date hereof.

For _____ _____ _____ (name & title) Witnesses: 1. 2.	For <Client Company> _____ _____ _____ (name & title) Witnesses: 1. 2.
--	---

ANNEXURE-XIII
Pre – Bid Query Format

S. No	Query Type Technical/ Commercial	Page No	Clause No	BRPL Clause	Bidder Query	Bidder Company Name	Bidder Contact Person	Bidder Contact No	Bidder Email ID
1									
2									
3									

BSES RAJDHANI POWER LIMITED NIT 1028

APPENDIX XIV
CHECK LIST
(MANDATORY TO BE FILLED AND ATTACH)

SI No	Description	Compliance	PAGE NO (MANDATORY)
1	INDEX	YES/NO	
2	COVERING LETTER	YES/NO	
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO	
4	BILL OF MATERIAL (UNPRICED)	YES/NO	
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO	
6	TECHNICAL BID	YES/NO	
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO	
8	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO	
9	EMD IN PRESCRIBED FORMAT	YES/NO	
10	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO	
11	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO	
12	TURNOVER CERTIFICATE on CA LETTER HEAD	YES/NO	
13	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS on Bidder's LETTER HEAD	YES/NO	
14	BANK SOLVENCY CERTIFICATE on Bidder's Bank LETTER HEAD (Not older than 6 Months from the date of Tender Due date)	YES/NO	
15	NO LITIGATION CERTIFICATE on CA LETTER HEAD	YES/NO	
16	BLACK LISTING CERTIFICATE on Bidder's LETTER HEAD	YES/NO	
17	PERFORMANCE CERTIFICATE	YES/NO	
18	TURNOVER CERTIFICATE on CA LETTER HEAD	YES/NO	
19	MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF) on OEM LETTER HEAD	YES/NO	
20	TENDER COPY SIGNED AND STAMPED	YES/NO	

TECHNICAL SPECIFICATIONS

BSES RAJDHANI POWER LIMITED NIT 1028

Executive Summary

BRPL proposes to invite Request for Proposal (RFP) tenders from the eligible vendors to provide Backup Solution as described under scope of work. This includes supply and installation of Backup Infrastructure and testing of backup as per schedule.

The purpose of this RFP is to select a vendor to supply, installation and commissioning of required infrastructure, training , support and run operations for five years.

Keeping in view the BRPL's existing and futuristic requirement, the deployed solution should be Scalable & Highly available.

- The proposed solution should meet the current and futuristic requirement of BRPL
- The bidder to implement the solution at DC-NHP and DR site
- The period of contract will be for 5 years with annual review.
- The proposed solution should have life of 10 years at least from the date of delivery.
- The selected Bidder to upgrade the patches regularly without downtime in backup till end of life.
- The purpose behind issuing this RFP is to invite technical and commercial bids for selection of service provider for providing Backup Solution.
- It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors. Selected Bidder must take same into consideration while delivering the desired services.
- The bidder has to implement suitable solution which will ensure that backup is done in fast, efficient & reliable manner without putting much load on the existing infrastructure.
- The solution should be for automating backup solution including latest features such as data encryption etc.
- Backup restoration testing also needs to be done quarterly by bidder and share reports during 5 year of contract period.

Present Setup

BRPL has centralized setup with Data Center [DC] at NHP . All the other offices are on the WAN through MPLS network. All applications, Internet, Intranet etc., are hosted at Data Centre, NHP and are accessed by all offices/locations over WAN. The DC and Offsite backup sites are interconnected with MPLS network.

BRPL has setup Data Centre for providing various IT services to BRPL officers. The services include In house applications, DB, File servers etc. All services are information based services wherein data is transferred from one end to another. The data/information being a critical component is also backed up so that services are restored from the back up files & made available in case of any exigency.

BRPL want to implement automated backup and setup offsite backup site where the backup data needs to be sent and restored so that in case of any disruption in current operations from DC, DR site takes over and IT services can be made live from DR site. Also in case backup of primary site gets corrupted backup from backup site can be used to restore the systems on primary site as well.

Project Scope

IT systems play a critical role in running business. System malfunctions caused by natural disasters such as earthquakes and typhoons, or human-caused disasters such as terrorism and hacking, may lead to immeasurable damage to business operations. So maintaining the integrity of IT systems is vital in ensuring the success of any BCP (Business Continuity Plan).

Backup solution involve installing hardware environment at on site, synchronizing data by replication on Off site. Backup solution is required for DATABASE and applications hosted in NHP DC.

The scope of work for this project is to plan backup software and hardware for primary site and create a offsite backup which can be restored in case primary data source gets corrupted.

Scope of Work

- BOQ designing, supply and installation of backup Software and necessary hardware at NHP primary DC and backup site for ensuring backup and operation of DR with RPO and RTO compliance for one hour
- Supply of Replication and Backup (Hardware & Software) solution for implementing at DC & DR BACKLINED WITH OEM.
- The Bidder shall be responsible for implementation of the Backup solution at DC & DR. The Bidder shall be responsible for Supply, Installation, Integration, Rollout, Operational configuration, failover testing and support of total solution for implementation of Backup solution in BRPL.
- Warranty of Hardware and Software should start after successful receiving and implementation not before that
- Backup on primary site and copy on DR site
- Provide an implementation plan, including a timeline with estimated durations per task.
- The bidder shall inform the name of the project manager who would be the single point of contact during the complete project implementation.
- The bidder shall recommend the best practices for backup policy as per current industry standards to implement and rollout the same within BRPL.
- Bidder will configure backup server and software to enable automated backup of critical applications and DB based on parameters finalized by BRPL.
- The Bidder shall be responsible for all patches/updates required in the offered solution for smooth installation of Backup solution without any extra cost to BRPL.

- Work with BRPL staff to review current network infrastructure and stored data to provide detailed requirements for a successful implementation. This includes any changes that should be made to the internal network.
- Set up all required infrastructure for successful backup and full recovery processes.
- **Provide 24*7*4 support in case of non functioning of hardware or software**
- Provide administrator training for BRPL IT staff during regular business hours. The IT staff should be able to manage daily processes and file restore functionality on their own.
- Configure, schedule, and provide encrypted backup management of all the data including, but not limited to: files, folders, images, system state, databases, and enterprise applications.
- Optimize the backup process in terms of time, space, and minimal disruption to the production environment.
- Develop a Backup documentation/guideline, including fully annotated diagrams to use for daily operations and during an emergency. The guidelines should include processes for different types of emergencies.
- The bidder should be responsible for resolving any compatibility issues with existing hardware & software infrastructure during deployment of backup solution without extra cost.
- The bidder shall be responsible for ensuring that the backup & restoration process is executed in prescribed time frame and is encrypted
- The bidder shall be responsible for free of cost upgradation for backup software in the BRPL as and when the same arrives in the market during the subscription.
- Testing of backup once per quarter during support window.
- The Bidder shall support the complete Backup Infrastructure & solution including hardware, software etc. for a period of 5 years.
- Support of the complete system to provide prescribed uptime is bidders responsibility.
- The bidder is to ensure that the support services for proposed solution are available for tenure of at-least 8 years from the date of signoff.
- The bidder shall be responsible for re-installation, configuration/Reconfiguration/Tuning of new/existing hardware/software for operational and failover testing of backup solution and sync solution in case of any crash or otherwise.

BACKUP AND DISASTER RECOVERY SPECIFICATIONS

System Design and Desired Features

BRPL is seeking the following to be considered while designing BOQ to address current Backup and Disaster Recovery needs.

- Maintain an in-house backup solution, hardware and software
- Set up a site for remote backup
- Current DB Size is 20TB (Mix of Oracle,MS SQL,Mysql) scalabel up to 50TB

- Current application base size is approx 30 TB. Application count is approx 250
- File Storage data is 150 TB with 10% increment every year
- 200 end user backup with size up to 50 TB
- Retaining backup - BRPL requires the following:
 - Incremental backup Once per 4 hours, retain for 1 days (6 copies)
 - Full backup Once per day, retain for 7 days. (7 copies)
 - Once per 15 days, retain for 1 month. (2 copies)
 - Once per year, retain for 2 years. (2 copies)
- The more granular the backups can be kept with little storage impact, the better

System Requirements

The proposed solution must meet or exceed the following system requirements:

- Ability to do automated restore testing including service start verification of VMs.
- Separate backup definitions and retention schedules for different VMs/Machines
- Must do backups with minimal performance impact to the production servers and to the network during normal business hours 6am – 6pm M-F
- Ability to export backups to external drives
- Must have an effective method to restore from local/cloud storage when the backup appliance is not available (Example: Backup appliance gets destroyed in a fire).
- Capability of OS and Database Backup and restoration including incremental / full backup
- Backup and Restoration of End Users Desktops/Laptops
- Backup ability of heterogeneous platform like Window / Linux / Sun Solaris etc.
- Solution should include features and functionality designed to minimize impact on production servers, applications, and network bandwidth and ultimately the end user of the production
- The bidder has to define bandwidth requirement for enabling the online sync between DC and DR in solution design submitted .
- The proposed Architecture and Sizing of the hardware for Backup solution is detailed below.
 - The backup solution software should have feature of restoring any day/time backup with minimal clicks and commands.
 - The backup solution should be scalable and free from any restriction of including no of applications and data size in the backup thus catering to such future needs of BRPL.
 - The proposed Backup solution should have a integrated real time monitoring tool/portal to make a real time assessment of Uptime of the solution proposed. The integrated portal/tool facility of the proposed solution should be able to generate & send real-time

reports to assigned email ids to proactively monitor the overall health of the solution.

- All hardware should be compliant to 64 bit architecture & IPv6 ready.
- The hardware supplied should be robust and reliable, as per technical specifications. He should also specify the life of hardware. The bidder must guarantee that all equipments delivered are brand new and backaligned with OEM . Further all software to be supplied/delivered and installed must be of latest version & IPv6 ready.
- Service Level Agreement specifying Recovery Time Objectives and Recovery Point Objective

Service and Support

- The vendor must provide 24x7 on-site support with 1 hour maximum response time and 4 hour resolution with part replacement on same day.
- Support must be proactive (alerting the BRPL about relevant bugs that require attention, predictive and actual failures reported by the system, and configuration issues reported by the system).
- Support staff must be knowledgeable, and must have a defined procedure for escalating unresolved cases promptly.
- The vendor agrees to advise the BRPL of any product recalls or other technical failures and to correct such faults by replacement of any necessary components in question during the entire warranty period.
- The vendor will agree that parts replaced under warranty will be new.
- Be able to provide service on all days of week if necessary.

Checklist for System Feature requirements to be submitted with Technical Evaluation

	General System Specifications	Comply Yes/No	Reference Page/ Paragraph Response	Describe how requirement is met. Please include relevant documentation	Remarks
M1	Must be able to perform data reduction by removing duplicate data in the repository				
M2	Capable of ensuring Optimal Backup of data (using approach of block level dedup at source/ incremental forever) such that the restoration can be done selectively or full for any day				
M3	For end point backup, the solution should support Source Side de-dup so as to reduce network bandwidth impact when copying data over Local Area Network (LAN) and the Wide Area Network (WAN)				

M4	Allow recovery of data locally or remotely from any remote office using a common web interface for backup, replication and archive. Essentially there should be a Role Based definition possible for various of the Admin users with specific assets being associated for Backup/ Recovery. Solution should support multi-tenancy by which each tenant admin can take care of that specific tenant through RBAC.				
M5	Must be able to perform offsite copies via built-in replication capability of the proposed solution such that only deduplicated data is moved across the location and these having separate retentions for each copy of the data				
M6	The console/centralized management system that host the physical backup and archive devices must work, install,deploy, on any Microsoft supported edition of Microsoft Windows Server				
M7	Work and interoperate with the hosts having some of the following file systems				
	NT File System (NTFS)				
	Hierarchical File System (HFS, HFS+)				
	VMware File System (VMFS)				
	Extent 3 File System (ext3)				
	Journal File System (IFS, JFS2]				
	any other available file system. Pls share exceptions of file system not Support the copy of backup data directly from backup media to backup media over the Local Area Network (LAN) and the Wide Area Network				
	Disk to disk				
	Disk to tape				
	Backing up/archiving to Tape (LTO/ etc.)				
	Backing up/archiving to any storage tier of public cloud				
	Disk to Cloud				
M8	The software solution must work and interoperate with the following storage platforms or through hosts connected to those devices:				
	a. FC SAN				
	b. NAS				
	c. iSCSI				

M9	Data protection of the catalogue, index and database of the backup server, in order to ensure the recovery of the backup environment				
M10	Must backup and restore systems running the following operating systems (respective OEM minimum supported 64 bit versions onwards it should be compatible):				
	Microsoft Windows 2012 and above versions supported by Microsoft				
	Linux Servers (REDHAT/ Oracle Enterprise Linux/ SUSE) - those supported by respective principals				
	Centos and Debian (current supported versions)				
	ubuntu				
	Sun Solaris (SPARC)				
	Microsoft HyperV Virtualisation Platform				
	Vmware Virtualisation Platform				
	Nutanix Virtualisation Platform				
	Redhat Virtualisation Platform				
	For Desktop/ Laptop - Windows				
	For Desktop/ Laptop - MAC OSX				
M11	Must backup, recover, restore following systems as specified below (respective OEM minimum supported version onwards it should be compatible):				
	a. MySQL Database Server				
	b. Microsoft SQL Server : both a clustered and standalone				
	c. Microsoft Exchange Server				
	d. Microsoft SharePoint Server				
	e. Microsoft Windows Active Directory (AD) database				
	f. Oracle database (Enterprise & Standard)				
	g. SAP				
	h. SAP HANA				
	i. Containers				
M12	The proposed solution should allow Scheduling of Backups with Policy as desired. All Backup should be restorable as of a particular schedule				

M13	Proposed solution should be integrated with various of the softwares like Microsoft Exchange, SQL Server, Sharepoint, Snapshot feature of storage, Oracle RMAN. Emphasis being easy configuration, backup and recovery of the data managed by that particular system				
M14	Ability to encrypt backup copies, enforce password-based file protection, and restrict system access to administrators. Data is vulnerable to a wide range of threats, so solution should have security features rather than a single function.				
M15	Must be able to keep encryption keys inside the system or outside to external KMS system				
M16	Reporting on backup errors or anomalies (eg. High change rates). Tool should be able to automatically verify backup jobs. Anomaly detections should be done automatically and should be reported as automated alerts so that users can act on those anomalies, as required.				
M17	Tool should enable a checksum (or an appropriate approach), which verifies integrity by checking Backed up data for corruption before and after the backup job.				
M18	RTO and RPO as per laid of expectation basis criticality of system/ application. Preference is to have RTO and RPO of less than 1 hour				
M19	Backup software should have malware protection built-in. Immutable backups can't be encrypted by Ransom ware. Bidder to share brief details on the approach. Solution should have immutable backups along with immutable storage system to avoid any unauthorised access to backup data as backup is last resort for any recovery. Also solution should support Multi-factor authentication as well as WORM(Write Once Read Many) capacity to provide cyber resiliency				
M20	Ability to recover from Ransomware with faster recover time (complying with RTO requirement). Bidder to share brief details on the approach				
M21	Backup tool should report on current backup storage utilization and spending, as well as trends to guide planning for the future				

M22	Must be capable of VM level backups and restores of whole VMs and Hyperv server. Must be capable of recover a single file or folder from these VM level backups itself without requiring any extra filesystem level backup				
M23	Out of the box reporting for auditing, capacity planning, and forecasting				
M24	Capable of fine granularity (file level, point in time, etc.) recovery from VM image level backup itself. Share a brief how this will be achieved				
M25	The system must provide logs of backup/restore activity. Unsuccessful jobs should be notified via mediums like Email alerts, alerts on dashboard etc.				
M26	Ability to quickly restore a deleted file/folder or restore an older version of a file. Share a brief on the same				
M27	Ability to restore a physical server to a replacement physical server or convert to Hyper-V VM				
M28	Restore files/folders based on search criteria (file/folder names, location, and attributes) across multiple backup copies				
M29	Restore entire VM or Hyper V Hosts to bare-metal				
M30	Both options to restore VMs as new VM not original or overwrite existing VM should be given				
M31	Provide continued functionality in the event of a power loss from backup site				
M32	Ability to support role based access control to Server Admins (We want to give SQL admins access to the SQL backups, app admins access to their app data backup, helpdesk access to user restores, etc.)				
M33	Ability to have Self Services for User system Restoration/ also enable for Helpdesk to restore user data. Proposed solution should support integration with existing AD, LDAP, NIS, SSO.				
M34	Backup Solution should support various approaches to recovery (granular/ full for a specific schedule). Accordingly the backup should include appropriate capability (viz. Full/ Incremental/ Synthetic/ Incremental forever/ etc.)				
M35	Backup Solution should support Retention definitions as required				

M36	The proposed Backup Solution must offer FETB (Frontend TB) & BETB (Backend TB after data reduction technologies like deduplication and compression) including unlimited Operating instances and database instances, deduplication, encryption and compression) capacity-based subscription/perpetual licensing. Brief on the exact licensing approach should be stated				
M37	The Proposed Backup Solution must offer Agent Base backup for Database Oracle, SQL, MySQL, NoSQL, MongoDB, Hadoop, Various Virtualisation technologies (HyperV/ VMWARE/ OVM/ KVM/ Nutanix). Since Licenses are based on FETB/BETB, licenses should not depend on which workloads are incorporated in backup strategy				
M38	Proposed solution must provide Bare Metal Recovery, global variable length deduplication, encryption, database online backup, deduplication, backup data replication etc. with installation of single agent on clients. Required agents, if required, needs to be installed on the Production Servers to achieve all above features. Multiple Agents/Binaries should not be installed on the Production Servers to achieve all above features.				
M39	Backup solution should be cost optimised - but at the same time technically there should not be any compromise on performance. Bidder has to ensure the infrastructure provided (appliance/ server + storage) is sized appropriately to ensure the desired performance levels for Backup and Restoration. Benchmark for 100TB Data backup in BSES environment needs to be defined and detail BOQ needs to be shared for: DB Backup rate File server /NAS data backup rate Other data backup rate				
M40	Proposed backup solution must support Virtual Environment (HyperV/ ESX/ etc.) backup in non-windows environment, even without the need of windows backup server. There should not be any limitation from media server on supporting number of ESX/ HyperV virtual guest host per media server.				

M41	Proposed backup solution should be provided with integrated DR orchestration tool which can automate the recovery of Virtual Machines between DC and DR site if required				
M42	Proposed Backup Solution should provide optimized de duplicated replication and reverse replication of Backup Images between source and target site				
M43	Backup Solution must have integrated data classification and file analytics which can identify stale, risky and unnecessary data to be addressed for data privacy compliance using backup Metadata source				
M44	It should not impact more then 2% performance during backup, it is required that the backup is taken via backup server and from the copy of the production system. The procedure of creating the copy can be either a mirror (for split mirror backup) or a copy which is synchronized with delta changes from the main production system at frequent intervals. The backup software must synchronize the copy before starting the backup				
M45	Full backup of data base systems shall be possible to be taken without bringing the production system down (i.e. Online Backup), with full data base consistency and with minimal impact on the performance to the users in any way. Backup solution should have capability to take transactional log backup itself in every 10-15 minutes and give flexibility of recovery at any point in time as per requirement				
M46	Backup software shall support and can be configured to Schedule automated restores to perform periodic restore drills on test environment				
M47	Software shall support event notification to notify backup administrator about events like Job Failed or Job aborted etc through SNMP alerts and Email				
M48	The software should have capability to generate scripts and should also have support for Development kits / Restful API for customization of scripts				

M49	Solution must perform Flat file backup, database backup, bare metal restores of physical servers to VmWare/vSphere infrastructure (P2V) or vice versa (V2P) , Encryption, deduplication etc with single agent. Required agents needs to installed for achieving this functionality				
M50	The backup solution should have support for 256 Bit AES Encryption				
M51	Proposed appliance solution should support oracle database incremental forever backup and should support instant recovery for oracle database with additional logs from backup software itself. Backup solution should have capability to take transactional log backup itself in every 10-15 minutes and give flexibility of recovery at any point in time as per requirement				
M52	Ability to support long term data archival to:				
	o Third party local storage				
	o Proprietary cloud - native to the platform provided and support granular file level recovery (to minimize cloud read and egress costs) or Third party cloud (Example: AWS, Azure, GCP, etc.) storage				
	o Strong security - Encryption in motion and at rest				
	o Ability to perform semi-annual or annual recovery testing				
	o Detailed documentation of required steps for proper backup and recovery [to be submitted post implementation]				
	o Should adhere to India IT Act 2000 or better				
	o Ability to perform searches on archived files in the event of a legal requirement				
	o GDPR compliant				
	o HIPPA compliant				
	o FIPS compliant				
	o Write Once Read Many SEC 17a-4(f) Certification				
	o PCI DSS				
	Single patch upgrade for backup software, backup appliance, file system, security updates				
	BACKUP Hardware				

M54	The Backup Infrastructure should be planned to meet uptime in RFP .The solution should be configured to provide 99.90% uptime which will be calculated quarterly				
M55	The Utilization should not exceed 75% at any instance during the contract period - so sizing to be done for the current defined workload basis the max 75% utilisation consideration				
M56	Solution should support defining of bandwidth/QOS .BRPL with the bidder will jointly define/ determine the same for different host based on the various factors attributable for performance.				
M57	Proposed solution should support full indexing and text search.				
M58	All reports should be configured to generate auto or schedule and send via SMTP on daily/weekly/monthly/yearly as per the BRPL requirement.				
M59	The offered software must integrate with different hypervisors managers to backup different platforms including RHEV, VMware, Hyper-V, Oracle Virtual machine, KVM, ESXI, Nutanix,Citrix Xen				
M60	Backup and restoration for the critical applications an DB should not exceed the backup window of 4hrs. The information related to DB Size, Host Systems, etc. will be provided and the bidder has to shared estimated time frame for backup stating the pre-requisites to achieve the 4 hrs. window				
M61	The proposed backup solution should be configured so as to achieve the defined SLA in terms of Backup Window and Restoration - basis type of Data (viz. Database, Files, VM Images)				
M62	The proposed solution should have retention lock feature which ensures that no data is deleted accidentally.				
M63	Proposed solution should have same GUI across heterogeneous Server platform to ensure easy administration. The Desktop/ Laptop backup GUI may be same or different				
M64	Should have alerting mechanisms through Emails, support for SMS alerts, etc.				
M65	The backup software should support to start and alert if in any case any backup job is missed due to any external source infrastructure.				

M66	The backup software should support advanced scheduling options.				
M67	Should support concurrent backups so as to ensure Optimal utilisation and efficiency of Backup Automation and the proposed infrastructure. Backup data should be written onto all available hardware to improve backup/restoration speed				
M68	Should ensure integrity of the backed-up data (or at the time of restoration) returned during a restore by verifying the block data read with a checksum of the data. Bidder to give more insight on this/ brief note				
M69	Should have scheduled file system check to ensure data integrity.				
M70	Proposed solution should be configured with appropriate 16/32Gbps FC - 10/40Gbps Ethernet/FC - 16Gbps SAS ports depending on RPO /RTO requirement mentioned earlier. It is the OEM ownership to add more ports, if required, to meet the requirement.				
M71	Must support RAID 6 or equivalent technologies with SATA/NLSAS/SAS technology along with hot-spare disks for each disk shelf (8:1 ratio) for Backup Media. For Appliance models, solution should support erasure coding to resiliency for disks SATA/NLSAS as well as controller failure				
M72	Shall support modern data backup solution for LAN/SAN based D2D (disk to disk) backup. Optionally, for legacy solution vendors, knowing our complete environment mentioned in RFP, if solution require support of VTL (Virtual tape library) backup simultaneously via suitable protocols like NFS, CIFS, VTL, FC, OST , NDMP, etc, that should be configured				
M73	Shall have min dual controller/ server system with automatic failover. There should be no single point of failure (including the node/ server) for complete solution. Backup /restoration activity should not be disturbed anyway dues to any hardware issues in proposed solution				
M74	It is preferred that the solution is scale-out without any limitations around number of nodes/ servers, capacity, number of files, number of snapshots etc.				

M75	It is preferred that the deduplication is configurable to be inline, post-process or off. Inline would be a preference				
M76	The solution should support instantaneous snapshots and restores with no limit on the number of snapshots. It should not use a chain based snapshot or backup methodology that requires periodic consolidation				
M77	The solution should preferably be software defined such that it can be used on any qualified x86 hardware without requiring any hypervisor				
M78	The solution shall support non-disruptive rolling code updates				
M79	The solution shall support non-disruptive addition or removal of controller/ servers/ nodes				
OTHER FEATURES IN Backup					
M80	The solution should support built-in capability to search for data across workloads, locations, cloud deployments etc. from one place.				
M81	The solution should support masking of data for confidential data before giving it to test/dev team for their use				
M82	The solution should support running application like vulnerability check for complete enviroment directly				
M83	The solution should provide global reports for all workloads in different formats like pdf etc or should have capability to publish those reports over email on specific schedule				
M84	The solution should support multi-tenancy by which				
M85	The solution should natively support application and crash consistent backups of VMs, DBs (SQL, Oracle etc.), Physical hosts, Physical applications/DBs, cloud based applications and SaaS services.				
M86	The solution should support instant recovery of at least 50 VMs per node/ server/ ontroler with acceptable performance from the data on the system from any point in the history				
M87	The system shall support taking a single File/VM Images and stream it in parallel across controllers/ servers/ nodes for ultra-fast backups of large files/DBs/VMSks.				
M88	File Storage backup should be able to restored to any other OEM storage				

M89	Log backup of Oracle DB should be possible and point in time recovery is possible				
M90	Instantaneous Recovery of DB from backup software console at particular time without DBA interference				
	Server BOQ				
M91	<p>Intel Xeon Gold 6248 2.5G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (150W) DDR4-2933</p> <p>512 GB RAM , 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive-2NOS, DVD+/-RW,SATA,Int,</p> <p>2 x 16 Gbps FC HBA (Single Port Card), 2 x 10 GB Ethernet RJ 45 LAN Ports, 2 x 1 Gbps Ethernet LAN Ports,</p> <p>Critical support 24*7*4 support for 5 years VMware vSphere 6 Standard for 1 processor (SnS is required and sold separately.) Vmware 2</p> <p>Production Support/Subscription VMware vSphere 6 Standard for 1 processor for 5 year) Vmware 2</p>				
	Storage BOQ				
M92	<p>300TB usable space with Raid 6 100000 IOPS and 8GB/s Throughput. 8X25G/10G ports per array,Copper / fiber connectivity</p> <p>Hardware redundancy at every level with auto failover feature</p> <p>The Storage solution should have a duplication engine that can eliminate redundant data and help limit physical storage consumption</p> <p>Node can house SSD, SAS or SATA disks snapshotting, replication, data deduplication on SSD and policy-based data tiering and retention, plus continuous data integrity checking Feature.All license needs to be included.</p> <p>1) HDD Bays and boot drives 1. Offered Server shall support 24 x LFF drives and shall be supplied required No. of drive as per solution sizing.</p> <p>2) Minimum RAM configuration should be 256GB per Node.</p>				

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|---|--|--|--|--|
| <p>3) Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.</p> <p>4) Should provide an online portal that can be accesible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contrats and status. The Portal should also provide a personalised dashboard to monitor device heath, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).</p> <p>5). Offered Node shall also be supplied at-least 2 number of 480GB M.2 NVMe SSD drives for boot. Both drives shall be configured in Hardware Raid 1 .</p> <p>6) Offered Platform shall be a dense platform supporting at-least 24 x Large Form factor drives in 2U</p> <p>7)Minimum 5 x PCI-Express 4.0 slots, Three of the slot shall be at-least x16.</p> <p>8) Shall have minimum of 24 x DIMM slots and shall be scalable upto 3TB memory using 128GB DDR4 Load Reduced DIMM (LRDIMM) operating at 3200 MT/sec</p> <p>9)Intel® C621A Series Chipset with PCI 4.0 Architecture</p> <p>10) Firmware Security-- 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable
2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware</p> | | | | |
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| <p>11) System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication</p> <p>12) Node should have dedicated 1Gbps remote management port</p> <p>13) Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware</p> <p>14) Node should support agentless management using the out-of-band remote management port</p> <p>15) The Node should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur</p> <p>16) Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available</p> <p>17) Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console.</p> <p>18) Should support managing multiple servers as one via</p> <ul style="list-style-type: none">Group Power ControlGroup Power CappingGroup Firmware UpdateGroup ConfigurationGroup Virtual MediaGroup License Activation | | | | |
|---|--|--|--|--|

	19) Should support RESTful API integration 20) System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home suppo				
M93	The Backup Hardware & software should have life & support for 10 Years from the date of installation & commissioning.				

PROPOSAL REQUIREMENTS

Company Information

- List your company's legal name, address, and telephone number.
- How long has your company been in business?
- How long has your company or division been providing on-premises and cloud backup and recovery solutions?
- Indicate if you have a partnership with Microsoft, HP, and Cisco and describe the level of your partnership.
- Do you install the equipment or use subcontractors?
- How many employees do you have? How many Microsoft, Oracle and Cisco and other major OEM certified engineers do you have on staff?
- MAF if you are not OEM

Vendor References

- Provide a minimum of three (3) references for customers with operations similar to ours that use the equipment and technology being proposed installed by you in last 5 years. Include contact names, telephone numbers, and addresses. The solution must be in full production use in India preferably NCR

Product Requirements

- Provide product descriptions and manufacturer part numbers for the proposed equipment /Hardware with detailed specs and software.
- Provide a spreadsheet of the "Desired Features" included in this RFP and describe how your proposal meets those requirements.
- Provide IT network requirements other then included in BOQ submitted by you.
- Include a diagram and describe the proposed system design and required rack space.

Installation Service and Maintenance

- Explain details of the installation plan and alert availability and configuration
- Provide a complete service and warranty agreement detailing your response time for routine maintenance work, occasional technical issues, and emergencies.

Project Plan

Provide a detailed Project Plan/Schedule which documents all activities and timelines associated with the project including, but not limited to:

- Services ordered, including any required on-site equipment
- Solution design and configuration
- Timelines for system administration training
- On-site installation of any required equipment and alert configuration
- Testing and acceptance

Pricing

- pricing in Price Format

ANNUAL MAINTENANCE CONTRACT AND ANNUAL TECHNICAL SUPPORT

The AMC (quoted in percentage) will be valid for a period of 5 years after expiry of 5 year's warranty period and the quoted %age will be continued for entire contract period. Payment of AMC and ATS will be released in deferred on quarterly basis. The AMC/ATS may be terminated by BRPL after giving three months" notice in case of deficiency in services.

The quoted percentage (%) for AMC and on site support would be applicable for proactive support on 24 x 7 x 365 basis. AMC would cover all components of the offered solution without any exceptions.

BRPL will enter into an all-inclusive Annual Maintenance Contract (AMC) with the selected bidder after the expiry of respective warranty period for the hardware item and software systems.

The scope of AMC will be same as scope of Warranty mentioned in above Para.

UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the proposed solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented disc based backup solution should be available at any point of time. An undertaking to this effect is to be furnished by the Bidder as per annexure.

EVALUATION OF SOLUTION AND VENDOR COMPETENCY

The proposals submitted by each vendor will be evaluated by BSES Rajdhani Power Ltd IT staff according to the following factors:

- Technical BOQ
- Compatibility of solution with existing Infra
- Experience and expertise
- Effective demonstration of similar projects

- Quality, reliability, completeness, and efficiency of the technical approach
- Physical presence in NCR area and SLA Support offered
- Down time requirement to setup parallel setup
- Ability to complete the project in a timely manner
- Price

In submitting a proposal bidder waives any right to claim damages of any nature based on the selection process, final selection, and any communications associated with the selection.

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. BRPL reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources. In the event that the BRPL shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- Evidence that the Bidder is capable of commencing performance as required in the Bid Documents.
- Such additional information as will satisfy the BRPL that the Bidder is adequately prepared to fulfil the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent. BRPL reserves the right to fully investigate the qualifications of any bidder(s) based on references supplied and publicly available information. Vendors are encouraged to supply evidence of experience on projects of similar nature and/or magnitude. Provide references listing: customer name, address, contact names, and telephone/fax numbers. The vendors may also supply third party ratings to demonstrate their success in the IT marketplace.

- The Proposed Backup software Must be present as Leaders in Gartner's Magic Quadrant for backup software report consistently from last 5 years.