BSES
RAJDHANI POWER LIMITED

TENDER NOTIFICATION FOR

PROCUREMENT OF ANTIVIRUS IN BRPL

NIT NO: CMC/BR/25-26/FK/PR/KB/1312
Tender Date: 21-01-2026

Due Date for Submission: 10-02-2026, 15:00 HRS

BSES RAJDHANI POWER LIMITED NIT 1312

BSES RAJDHANI POWER LTD (BRPL)
Corporate Identification Number: **U74899DL2001PLC111527**
Telephone Number: +91 11 3009 9999
Fax Number: **+**91 11 2641 9833
Website: **www.bsesdelhi.com**

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CHECK LIST

(FOR BID SUBMISSION)

S. No	Item Description	Yes/ No	Page No
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SECTION- I
REQUEST FOR QUOTATION (RFQ)

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SECTION- I
REQUEST FOR QUOTATION (RFQ)

1. GENERAL

1.1. BSES Rajdhani Power Limited invites sealed tenders on a "Single Stage: Two Envelope" bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for "PROCUREMENT OF ANTIVIRUS IN BRPL".

1.2. The bidder must qualify the requirements as specified in heading "Qualifying Requirements" of this RFQ.

1.3. The sealed envelopes shall be duly super-scribed as:

NIT No.: NIT NO: CMC/BR/25-26/FK/PR/KB/1312 Dated: 21.01.2026

For

"PROCUREMENT OF ANTIVIRUS IN BRPL"

1.4. Schedule of the tendering process is given below. Detailed Specification, Scope of Work, Terms & Conditions, etc are mentioned in the Tender documents, which is available on our website.

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Estimated Cost (Rs) with GST	Rs 1.20 Crores (One Crore and Twenty Lacs) with GST
Earnest Money Deposit	Rs 2,40,000/-
Delivery & Installation at	BRPL Store/Sites
Delivery Schedule / period	Within 30 Days from date of PO / LOI
Qty.	As per Section V,
Tender documents on sale	21.01.2026
Date & time of Submission of Bid	10.02.2026, 1500 HRS
Date & time of opening of Techno-Commercial Bid	10.02.2026, 1530 HRS

1.5. The tender document 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:

Head of Department
Contracts & Material Dept.
BSES Rajdhani Power Limited
Ist Floor, Tender Room, BSES Bhawan
Nehru Place, New Delhi -110019

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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.

1.6. Only DD shall be accepted for tender fees.

1.7. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.
2.3. BSES Rajdhani Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
2.4. The bid will be summarily rejected if:
(a) **Earnest Money Deposit (EMD)**and **Tender Fee** of requisite amount is not deposited as per tender conditions
(b) Bid received after due date and time.
(c) Complete technical details are not enclosed
(d) Technical offers contains any prices
e) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
f) Prices are not firm and subject to Price Variation

3. EMD

3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following forms:

(a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.
(b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.

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3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Beneficiary Name	: BSES Rajdhani Power Limited
Bank Name	: State Bank of India (SBI)
A/c No.	: 40214783615
IFSC Code	: SBIN0009601

3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.

3.4. Earnest money given by all the bidders who are techno commercially qualified except the lowest bidder shall be returned within 8 (Eight) weeks after award of the work.

3.5. The EMD of the successful bidder shall be returned on submission of Performance Bank Guarantee (PBG) as per tender terms.

3.6. The EMD may be forfeited in case of:

a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

b) The successful Bidder does not

(i) accept the Purchase Order/Purchase order, or

(ii) furnish the required PBG as per tender terms

c) The bidder is found to have submitted false or forged, any of the documents/ certificates/ information.

4. QUALIFYING REQUIREMENTS (QR)

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

1) The company participating in the bid should be registered in INDIA and have its registered office within the jurisdiction of INDIA under the Companies Act 1956.
   - Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.

2) The bidder must submit MAF for the product that is being proposed as part of the offer specific to this tender duly issued by the OEM authorizing the bidder to submit the bid for tendering which is deemed to be an agreement in between the bidder and OEM for support and supply till the warranty period or 3 years from the supply of license whichever is longer in duration.
   - Manufacturer Authorization Form on OEM Letterhead.

3) Bidder`s should have valid latest ISO/ equivalent certification Bidder shall furnish copies of the certificates along with the bid documents. Mention ISO 9001:2015 or latest certifications required specifically.
   - Documentary evidence to be submitted.

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4) Bidder shall have minimum five years experience in supplying ANTIVIRUS in any utility / reputed organisations in India.
   - Bidder shall submit documentary evidence of order copies and performance certificate.

5) Bidder must have record of successfully supplied minimum 5000 no of ANTIVIRUS License each in the last 3 years. Max of 2 Orders copies for above along with customer`s reference shall be submitted with the bid.
   - Documentary evidence to be submitted. PO and Tax Invoice (without rates) to be submitted by Bidder as an evidence to support the above.

6) The OEM vendor shall have at least one service center in Delhi / NCR with sufficient infrastructure.
   - Undertaking from OEM to confirm the list of service centres in Delhi/NCR.

7) Details of Support Centers and its capabilities to be provided.
   - Documentary evidence to be submitted.

8) The OEM vendor should be leaders quadrant of Gartner for last 3 years and should be able to provide update to clients/end points from on premise server

Commercial Qualification Criteria

The bidder can be OEM or their Authorized channel partner, must fulfill the followings:

1) The bidder must have average Annual turnover of Rs.3 Crores or more during the last three financial years (2022-23, 2023-24 and 2024-25).
   - 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.

2) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.
   - Undertaking on Bidder's letterhead

3) Bidder should be registered company in India for providing IT solutions under the Companies Act 1956 and should have a valid registered office in India with a valid PAN and GST Registration.
   - Copy of Certificate of Incorporation and Memorandum & Articles of Association.
   - Copy of certificate of PAN and GST Registration.

4) The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.
   - Undertaking on Bidder's Letterhead

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5) Bidder must provide proof of having solvency of an amount equal to Rs.1 Crore from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno-Commercial bid.
   - Undertaking on Bank's Letterhead

6) The bidder should have net worth of Rs 1.50 Crore as on the last day of the preceding financial year on the date of bid submission.
   - The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2024-25. The Net worth certificate must have UDIN Number

7) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BRPL & Its group companies for indefinite period or period as may be decided by BRPL.
   - Undertaking on Bidder's Letterhead

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

Please Note:

a) Firms who are debarred/ blacklisted in BRPL in the past & other utilities in India will not be considered.
b) 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.
c) No joint ventures/ consortiums are allowed.

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

a) Last three Financial Years (FY 2023-24, FY 2022-23 & FY 2021-22) financial statement
b) Bidder to submit UDIN based CA Certificate mentioning no dues pending as on date for all the statutory compliance like GST etc.
c) Details of constitution of the company (Proprietary/ Limited. Along with details)
d) Memorandum & Articles of Association of the Company
e) Organization Chart of the company
f) Experience details with credentials
g) No of Employees detail
h) Premises Detail and addresses across India.
i) Income Tax return for last 3 years

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.

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

5. PRE-BID MEETING:

A pre-Bid meeting shall be organised physically or digitally (through web conferencing platform) at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

The details of the proposed WebEx meeting (if applicable) are given below: -

Date & Time: Tuesday, January 27, 2026 : 1400 Hours IST

Link:
https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m017e56aaaed249d90f7c613a25014399

Meeting number: 2510 013 6223

All queries related to this tender must reach to C&M Department of BRPL at least three days before the date of the pre- bid meeting. All the bidder's queries shall be replied to in the pre-bid meeting. In case any change is required in the tender document the same shall be affected in the form of corrigendum to this tender. The bidder or their representatives who intend to bid and who have either purchased tender documents or will pay tender fees for downloaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to the pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document& corrigendum if any.

6. BID SUBMISSION

6.1. The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) at the following address:

Head of Department,
Contracts & Material Department,
BSES Rajdhani Power Limited,
Ist Floor, Tender Room,
BSES Bhawan, Nehru Place,
New Delhi-110019.

6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. **No price bid shall be submitted in Pen Drive.** The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.

6.3. 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 Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed

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envelope which should be super scribed with **—"Tender Notice No.& Due date of opening".** The same shall be submitted before the due date & time specified.

6.3.1 PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):

The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope super-scribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

a) General information about bidder
b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
c) EMD of requisite amount
d) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
e) Technical Literature if any.
f) Technical Details / Filled in GTP/Type test report etc
g) Testing Facilities
h) Details of experience of works of the same or similar nature. Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
i) Power of attorney
j) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
k) No Deviation Declaration
l) Any other relevant document to support bidder meeting QR

m) Original Tender documents duly stamped & signed on each page as token of acceptance
n) Qualified Manpower available & Organization chart

Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BSES website.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT at our website, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

6.3.2 PART B: PRICE BID (Envelop-2):

The second sealed envelope shall contain Price bids in paper form (hard copies and envelope super-scribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

(a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.

(b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

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6.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-IV in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

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

7 TIME SCHEDULE

The activities and their timelines are given hereunder which needs to be adhered by the bidders.

S. No.	Activity	Description	Due date
1	Submission of Technical& Commercial Queries, if any	All Queries related to NIT submit in Pre-bid query in excel format as per APPENDIX-X at kuber.bhatia@relianceada.com Bhaskar.chattopadhyay@relianceada.com	21.01.2026.
2	Pre-Bid Meeting	Discussion on pre-bid queries	27.01.2026 ; 14:00 Hrs
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	10.02.2026 ; 15:00 Hrs
4	Opening of Techno-Commercial Bid	Opening of PART-A	10.02.20265 ; 15:00 Hrs
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction (If required)	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BRPL.Eauction@relianceada.com

8 AWARD DECISION

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

8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.

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.

8.3. Qty Variation: The Company reserves the rights to vary the quantity by (+/-) 30% of the tender quantity

8.4. In case the performance of any bidder is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award the work to another bidder(s) who will be found eligible/fit.

8.5. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.

8.6. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

8.7. In the event of your bid being selected by company (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.

9 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for the bidders are outlined in the Terms & Conditions of the tender documents. Bidders must agree to these rules prior to participating in the tender. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Conditions.

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Bidder(s) who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder from participation in future tenders of BRPL to a length of time as decided by BRPL, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT
- Misrepresentation of facts, submitting false and fabricating documents

10 CONFIDENTIALITY

All information contained in this tender document 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 tender documents remain the property of BRPL and all bidders are required to return these documents to BRPL upon request.

Bidder(s) who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

The bidder shall sign a Non-Disclosure Agreement (NDA) in the format attached in tender document and submit along with its bid.

11 CONTACT INFORMATION

Technical & Commercial clarification, if any, regarding this tender shall be sought in writing and sent by e-mail to the following e-mail IDs:

Address	Name & Designation	E-mail Address / Phone Number
BSES Rajdhani Power Ltd C&M Dept, 1st Floor, Tender Room, BSES Bhawan, Nehru Place, New Delhi 110019	**Technical**	
	Sh Nitin Galande (VP – IT)	Nitin.Galande@relianceada.com /011-49209745
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	Commercial	
	Mr. Kuber Bhatia GM – (C&M)	Kuber.Bhatia@relianceada.com / 011-4920 9955
	Mr. Bhaskar Chattopadhyay AsVP – (C&M)	Bhaskar.Chattopadyay@relianceada.com / 011-4910 7402
	Mr. Amitava Nandi Head(Contracts)– C&M	Amitava.Nandi@relianceada.com / 011-4920 9619

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SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

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1. GENERAL

BSES Rajdhani Power Ltd (BRPL), hereinafter referred to as the "Company" is desirous for awarding work of "PROCUREMENT OF ANTIVIRUS IN BRPL" as notified in this tender document.

1.1 All the Bids shall be prepared and submitted in accordance with these instructions.

1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.

1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

2. SCOPE OF SUPPLY

Detailed Technical specification/scope of supply is provided in Section-V of this tender document.

3. DISCLAIMER

3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BRPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.

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

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

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

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

3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BRPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future

3.7. BRPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BRPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.

3.8. The issue of this tender document does not imply that BRPL is bound to qualify any bidder or to award the contract to any bidder. BRPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

"Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT."

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

6. AMENDMENT OF TENDER DOCUMENTS

6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

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6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
(a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
(b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

All such corrigendum & amendments will be binding on the bidders.

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

7. PREPARATION OF BIDS & LANGUAGE

The Bid prepared by the Bidder, and all correspondence, documents etc. relating to the Bid exchanged by the Bidder and the Company shall be written in English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by English translation, in which case, for purposes of interpretation of the Bid. In case of ambiguity in the English translation, interpretation of the Company as regards to translation will be final.

8. DOCUMENTS COMPRISING THE BID

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

(a) Techno-Commercial Bid & Price Bid as elaborated in RFQ. (STRICTLY AS PER FORMAT)
(b) All the Bids must be accompanied with the required EMD &Tender Fees against each tender.

9. BID FORM

The Bidder shall complete “Original” Bid Form and submit it along with details mentioned in Techno-Commercial bid (without filling price).

10. 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.

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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. BID CURRENCY

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.

12.2. Notwithstanding above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Tender 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 Tender Documents.

14. FORMAT AND SIGNING OF BID

14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.

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

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

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15. SEALING AND MARKING OF BIDS

15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.

15.2 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —"Technical & EMD". The 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".

15.2. 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 Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.

16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. A Bidder who submits or participates with more than one Bid will cause all those Bids to be rejected.

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

The Bidder is not allowed to modify or withdraw its Bid after the due date of bid submission.

20. EVALUATION OF BID

20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

20.2. BRPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

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21. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

(a) Delivery schedule
(b) Conformance to Qualifying Criteria
(c) Deviations from Tender Documents
(d) Conformity and compliance to the conditions/details provided in pre-bid meeting
(e) Change in the quantity from mentioned in the tender

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

23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

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

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

25. COMPANY 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Company reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time 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 Company's action.

26. AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work.

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract.

28. 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 successful for award of supply/work/order.

The successful Bidder(s) shall be required to furnish acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Company.

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29. CORRUPT OR FRAUDULENT PRACTICES

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. In pursuance of this policy, the Company:

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

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

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand &aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

30. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

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SECTION III
SPECIAL CONDITIONS ON SUPPLY (SCS)

SECTION III
SPECIAL CONDITIONS ON CONTRACT (SCC)

These Special Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Supply / Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed to be supplementary to and complementary of every other part.

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/Company" 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

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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/Company.

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

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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

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8.0 TERMS OF PAYMENT AND BILLING

a) 100% payment within 45 days on satisfactory supply acceptance by BRPL and on submission of Bank Guarantee, bills duly certified by Engineer-In-Charge i.e., Head IT.

9.0 PRICE VALIDITY

9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 180 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 favor 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 exclusive of GST at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing), 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 3 Years onsite warranty with 24x7 support, Respond: 2 Hrs, Resolution: NBD (Next Business Day) from date of supplied material.

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.

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The bidder shall 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 New Delhi 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

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(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 a sum of 1% (One percent) of the basic (ex-works) price for every week of delay or part thereof for individual mile stone deliveries.

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

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The company reserves the right to review/change the terms & conditions of the Purchase Order/Purchase 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:

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(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."

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

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

29.0 DERC GUIDELINES & REGULATIONS

The bidder shall make himself fully aware & familiarize with prevailing DERC guidelines / regulations.

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SECTION IV

GENERAL TERMS & CONDITIONS

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SECTION IV

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 Purchase 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.

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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. DEFECT LIABILITY PERIOD:

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 Years onsite warranty with 24x7 support, Respond: 2 Hrs, Resolution: NBD (Next Business Day) from date of supplied material.

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 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.

7. PERFORMANCE GUARANTEE

7.01 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.

7.02 Contractor shall submit the performance bank guarantee equivalent to the 10% of the order value exclusive of GST at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing , Section II), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

8. SUB-CONTRACTING / SUBLETTING:

Bidder shall not assign or transfer the whole or any part of this Purchase 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 Purchase order, contractor's assignees shall be bound by the terms and conditions of this Purchase order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Purchase 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 Purchase order, specification, approved drawings and data sheets.

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9. 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 Purchase 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.

10. EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Purchase Order or in law, terminate the whole or any part of this Purchase 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 Purchase order including but not limited to any of the following cases:

a) Failing to complete execution of work within the terms specified in this Purchase 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 Purchase order.

In the event COMPANY terminates this Purchase 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 Purchase order or in law including without limitation the right to penalize for delay under clause 15.0 of this Purchase order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

11. RISK & COST:

If the Contractor of fails to supply 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 supply executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

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12. 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.

13. FORCE MAJEURE:

13.1 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

13.2 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.

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13.3 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.

13.4 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.

13.5 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.

13.6 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.

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14. SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of Purchase order and the information obtained during the course of investigation under this Purchase order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the Purchase 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 Purchase 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 Purchase 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.

15. 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.

16. QUALITY:

Contractor shall ensure that strict quality is maintained and execution of works under this Purchase 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.

17. ACCEPTANCE

Acceptance of this Purchase order implies and includes acceptance of all terms and conditions enumerated in this Purchase 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 Purchase order. No amendments to the concluded Purchase 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 Purchase order, if at any time the Company's representative observe and form an opinion that the work under the Purchase order is not being performed in accordance with the terms of this Purchase order, the company reserves its right to cancel this Purchase 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 Purchase order as a token of your acceptance and return to us.

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SECTION V

SCOPE AND TECHNICAL SPECIFICATIONS

SCOPE AND TECHNICAL SPECIFICATIONS

1.0 Company Profile

BRPL Rajdhani Power Ltd(BRPL) is the leading utility company having presence across the entire value chain of power businesses i.e. distribution of power. BRPL is India's largest private power distribution company, serving over ~2.56 million consumers with 24 x 7 uninterrupted, reliable and quality power spread over 750 sq. km with a customer density of ~3407 per sq km in 22 districts across South and West areas.

Bill of Quantity:

Item Description	Qty
Antivirus +EDR on premise model	3400 Endpoints(Laptop+Desktop) and 125 servers

Scope of Work:

ITEM	DESCRIPTION	Compliance (YES/NO)
SCOPE	The "Total solution" will include Supply and Installation of Enterprise Anti-Virus Software with EDR License on 3525 nodes. Solution must support: 1. PC: Windows 10/11 and later, 2. Servers Windows Ver 2012/2016/2019 and later, Linux 6.5/7 and later, and MacOS Laptops. 3. Storage - NetApp ONTAP integration with Antivirus - 200 TB	Compliance (YES/NO)
ASSET COUNT	PC/Laptop: 3400 Server: 125	
OS	PC: Windows: 10, 11 Server: Windows 2012, 2016, 2019 Linux: 6.5. 7 Mac NetApp Storage :	
License and Support	3 Years from Go live (Contract Period)	
Agent	Solution should be able to run on PC running on 4GB RAM and 1 GB free HDD space	
Solution	Single product solution (Agent & Management Console) for End Points and Server.	
Deployment	2 Months from LOI/PO	
Service and Deliverables	1.Installation of Antivirus Agents in all End-Points (Laptop/Desktop/Servers)	
	2.Uninstallation of existing/ Old Antivirus Agents from the End-Points	
	3. Configuration of Centralized/ Main Antivirus Server Console	
	4. Creation of Policies, Implementation, Configuration and	

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	Testing which includes configuration of scheduled scanning/ implementation of device control mechanism/ configuration of email alerts and reporting	
	5.Training of the New Antivirus Solution deployed along with implementation document and manual	
	6.Technology Review and Planning Meeting twice a Year:	
	a. Once in a year thorough audit of Antivirus solution with EDR and its policies	
	b. Necessary patch deployments (if any/required and released by OEM with in 1 month of release)	
	7.The “Total solution” will include Supply and Installation of Enterprise Anti-Virus Software License on 3400 +125 nodes for server. Nodes consist of Windows/10/11 and later, Windows Servers 2012/2016/2019 and later, Linux Servers and MacOS Laptops.	
	8.Installation of console and onboarding of clients on console,Group update provider configuration at major locations to provide update to clients.Update provider at locations should take update from central update provider which should be on premise	
	9.The bidder must proactively inform about potential security threats/vulnerabilities, new global security threats/ zero day attacks in circulation and suggest suitable counter measures to safeguard BRPL's IT assets / data.	
	10.The bidder shall ensure that faults and failures intimated by BRPL as above are set right within 24 hours of being informed of the same.Also in case of server crash rebuilding and reinstallation of solution will be in bidders scope	
	11.The bidder shall provide maintenance services during the period of 3 years. During license period, the bidder shall provide upgrades, updates, patches and regular virus signature updates, etc. without any additional cost. During the contract period, the bidder must depute qualified maintenance engineer whenever required.	

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Specifications

S. No	General Requirement	Compliance	Remarks
1	The proposed solution should be able to offer Endpoint Protection, Device Control –Solution to provide on premise update for 3400 endpoints and 125 servers. Clients need not to have internet access and can take update from on premise server and remote location update providers created at each site		
2	Endpoint Protection functionality should be available for Windows, and Linux based OS platforms. Including Laptop, Desktop and Servers. Should support Desktop OS-Windows 10 and 11 and any other OS released by Microsoft during contract period Should support Servers OS - Windows 2012, 2016, 2019 , Linux: 6.5. 7 & later, Ubantu, CentOS and Solaris		
3	The Propose Solution should support NetApp ONTAP (ONTAP system hosting the CIFS/SMB Shares) integration with Antivirus solution using ONTAP Antivirus Connector.		
4	The proposed solution agent should be light weight and should be able to facilitate the proposed functionality with minimum system requirement of 4GB RAM, 2.2GHZ CPU & 1Gb free HDD space		
5	Bidder should be an authorized partner of OEM, Manufacturer Authorization Form (MAF) from OEM should be provided stating that bidder is an authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time.		
	Threat Prevention		
1	Heuristic virus scan: Should Scan files and identifies infections based on behavioral characteristic of viruses		
2	On-access virus scan :Should Scan files as they are opened, executed, or closed, allowing immediate detection and treatment of viruses		
3	Scan target drives: Should specify directories and file types to scan & it should include the target areas such as; Memory for rootkits Running process Registry Temp folder Recycle Bin Compressed MIME -encode files		
4	Scan exclusions: Should specify directories and file extensions not to be scanned		
5	Should have Configurable Scanning. Should have the ability to control the percentage of CPU resources dedicated to a scan process		

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6	Treatment options: Should Enable choice of action agent should take upon detection of virus: Repair, rename, quarantine, delete.		
7	Intelligent quick scan: Should Check the most common areas of the file system and registry for traces of spyware		
8	Should support unique real time update based on over the web cloud technology to provide real time signatures for dynamic and latest threats to reduce the dependency on Daily Signature updates.		
9	Should have a different protection level in cloud based intelligence. This includes Very Low, Low, Medium, High and Very High.		
10	Full-system scan: Should Scans local file folders and specific file types		
11	Should be able to lock down all anti-virus configurations on the system		
12	User should be prevented from being able to uninstall the anti-virus software.		
13	Must be able to totally protect from spyware, adware, Trojans, key loggers, P2P Threats, Hackers tools, DDOS Attack Agents, in real time		
14	Should have centralized management and reporting capabilities to deliver reports like top Spywares, by category, by infected machines, by risk priority etc		
15	Real time Active protection on memory, process termination / file removal of pests in active memory		
16	The proposed solution should have an ability to create custom expert rule to prevent sophisticated attacks. The custom rule configuration should have coverage for syntax to protect files, protect process, product registry, buffer overflow, illegal API use, protect services.		
17	Should have centralized update/download mechanism which should be able to download details of latest Spywares and push the same across all the desktops		
18	The solution must be able to auto-quarantine or auto-delete spyware or adware without end-user interaction. The administrator should be able to restore an endpoint back from quarantine using central management.		
19	The administrator should have option to rescan a quarantined endpoint to make sure that the infection has been removed.		
20	Browser Security : Should Support Internet Explorer ,Mozilla Firefox and Chrome		
21	Proposed solution should have integrated URL categorization feature		
22	Proposed solution should categories URLs for threats like – Spywares, Trojans, Spam, Adware etc		
23	Solution URL category module should provide end user detail threat information about the site		

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24	Should be able to update definitions & scan engine on the fly, without a need for reboot or stopping of services on servers.		
25	The solution should be able to determine file-execution decisions with rule-based logic based on endpoint context (file, process, and environmental attributes) blended with collective threat intelligence.		
26	The proposed solution should be able to map the global intelligence from their own cloud with the local intelligence collected from endpoint solution proposed.		
27	The proposed endpoint protection solution should be able to integrate with third party feeds such as Virus Total in the same endpoint management console.		
28	The proposed endpoint protection solution should be able to import threat reputation of files through file hashes into the central endpoint protection management solution.		
29	The proposed endpoint solution should be able to automatically prevent the execution of even unknown executable files even if the endpoint does not have the latest signatures and without heuristics or behavioral patterns.		
30	Should not block just on file hashes but on certificate bases also such that only trusted certificates are allowed to execute.		
31	The solution should provide an Integrated firewall which should use reputation scores based on vendors global threat intelligence to protect endpoints from botnets, DDoS, APTs, and suspicious web connections.		
32	The proposed solution should provide an option for the administrator to pick and choose the protection modules they want for their endpoints based on their system type and environment.		
33	The solution should have an integrated endpoint-assisted security installation (EASI) installer to offer an accelerated and simplified deployment process.		
34	The proposed endpoint security solution should be able to undertake pre-execution analysis for unknown malware while performing Static file feature extraction (for example file type, import hash, entry point, resources, strings, packer & compiler details, compile time, API's, section names etc.)		
35	The proposed endpoint security solution should be able to undertake Post-execution analysis for unknown malware while performing Behavioral features and Memory analysis (for example behavioral sequence, process tree, file system, registry events, network communication events, mutex, strings from memory etc.)		
36	The proposed endpoint security solution should Extract static file feature for classification by using an machine learning model that resides on endpoint and the Static feature based detection should not require cloud lookups.		

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37	The solution should be able to inspects all data that flows between the client system and the network. It should compare the network data with the known network-based attacks		
38	It should support desktop firewall capabilities to directly block unwanted traffic		
39	HIPS solution should provide facility to create different policy for different network connectivity like – LAN, DHCP.		
40	Solution should provide facility to create User defined signatures		
41	Solution should prevent buffer overflow, illegal API use, and network exploits.		
42	The solution should intercept and scan Javascripts and VBScripts before they are executed. The solution shoul also be able to create URL exclusion for certain in-house/known sites from this scan process.		
43	The proposed solution should have system rolllback feature in case system is compromised with the advanced malware attack. Rollback remediation should monitors the behavior of unknown processes and backs up changes that they make to the system. If a monitored process exhibits malicious behavior, enhanced remediation stops the process, its children, and ancestors, and rolls back the changes that it made, restoring the system as close as possible to its original state before the process ran.		
	Device Control for Desktops/Laptops/Servers/Storage		
1	The solution should potentially block the end point system from loading physical devices such as removable storage devices, Bluetooth, Wi-Fi, and other plug and play devices based on device classes and device definitions are used to define device rules		
2	It should support device management and should allow you to Monitor, Block or make the device Read-Only along with the option of providing exceptions		
3	It should support for detecting attempts to copy confidential data to removable storage devices (e.g. USB drives, floppy, CD/DVD, etc.).		
4	It should support for blocking Windows native CD writing and other CD writing software. The block must inform the user that the action is being blocked.		
5	It should support for customizable notification “pop-up” messages		
6	It should be able to control the access of USB devices by using their vendor ID, product ID or serial number, along with time based USB access.		
7	The solution installation, policy management and reporting should be handled by an integrated endpoint agent on the client.		

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8	The solution should provide near real-time event monitor allowing you to see events as they happen, view details (user, machine, rules triggered, etc), and even access evidence files as the events happen in your environment.		
9	It should support ability to restrict access to company approved devices, but also if necessary to permit exclusions to this requirement. Exception and/or exclusions can be designed to accommodate different devices or different groups of users		
10	It should provide the functionality of logging and audit-trail capabilities		
	Management Platform		
1	Should have a Centralized Management Console for managing Antivirus, Antispyware, device control		
2	The solution should be managed from a single centralized console and should provide integrated management for endpoint security solution. It should be able to deploy, manage, and update agents and policies from one management platform.		
3	It should support hierarchical grouping of machines and policy deployment. The grouping could be based on IP Address of a subnet of machines or a particular site		
4	Central management console should provide actionable reports and customized Reports as per requirement for Audit and internal reporting purpose		
5	Central management console should support granular role based access control		
6	Should ensure security policy enforcement by integrating and centralizing installation, deployment, management & updating		
7	Centralized management server should be able to automatically report about the new unprotected systems. Also it should have centralized management tagging mechanism to identify the system with no agent and to run automated agent deployment task if system found as unmanaged.		
8	Solution should provide for custom reports and queries along with role-based access providing different levels of dash-boarding and relevant reports to users.		
9	Solutions should provide near real-time event monitor allowing you to see events as they happen, view details (user, machine, rules triggered, etc), and even access evidence files as the events happen in your environment.		
10	The proposed management server deployment mechanism should have dedicated components as distributed repository for bandwidth management.		
11	Solutions should support report customization and allow viewing directly using a web browser and also as a dashboard using the same management console for the endpoints.		

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12	Solution should supports the following formats for exporting data: CSV, HTML, XML, Acrobat PDF,		
13	Solution should support ability to restrict access to company approved devices, but also if necessary to permit exclusions to this requirement. Exception and/or exclusions can be designed to accommodate different devices or different groups of users		
14	Solution should provide the functionality of events being viewed, filtered, and sorted in the Management console, allowing security officers or administrators to view events and respond quickly. If applicable, suspicious content is attached as evidence to the event.		
15	Solution should provide the functionality of logging and audit-trail capabilities.		
16	Solution should provide the capability to log administrative activities in the Management console. Administrative activities that are logged in the Management console include, changes to policies, deployment of policies, agent override activities, agent termination, and agent uninstall key generation.		
	Premium Support		
1	The solution should be proposed with 24x7 email and telephonic support with the standard licensing. The same should be certified by OEM with relevant documents.		
2	The OEM should provide a utility to collect product and system information to assist Support in diagnosing issues		
3	Product upgrades should be easily be downloadable from the OEM Official Website		
4	The OEM should provide a service which delivers the latest OEM product information by email — patch and upgrade notification; and critical alerts that require immediate attention.		
5	During warranty period the software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too)		
6	The bidder/OEM must ensure that their team is available on a high-priority basis to promptly resolve any cybersecurity attack on BRPL throughout the contract period. The bidder shall provide 24/7 support and immediate incident response to mitigate threats and minimize operational disruptions		
7	**All points covered under Scope of Work ,section Service and Deliverables**		
	INTEGRATION		
1	Solution should support end point protection and device control (SOAR for Outgoing Control)		
2	Solution should have file integrity monitoring		

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3	Proposed solution should be capable of deployable on a virtual appliance using Enterprise hypervisor solutions		
4	Solution must be able to auto-quarantine or auto-delete spyware, Malware, Adware. The administrator should be able to restore an endpoint back from quarantine using central management.		
5	Solutions should provide near real-time event monitor of events with, view details (user, machine, rules triggered, etc), and even access evidence files as the events.		
6	The solution must have Integration with SIEM and other security solution for log collection through API integration		

Following format to be used to furnish the details:

Company background (including global presence, turnover, key executives, global clients)	**India Presence** (offices, staffing, Indian projects – both commissioned and won/in-process)	**Client References**

Name of Clients whom Supplied the Hardware as per technical Criteria	**Qty Supplied**	**Purchase Order Details with Date**	**Performance Certificate**	**Copy Attached (Y/N)**

Documents	**Details**	**Copy Attached (Y/N)**
ISO Details with Period		
Manufacturer Authorization Form (MAF)		
Type of Bidder OEM / Distributor/ Dealer		
Certificate of Incorporation and Registration		

The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the RFP/tender, shall be deemed to be included in prices quoted.

3.3 Submission of Proposals

i. Offer should be divided into two parts (one commercial, one technical) with superscription as for BSES Rajdhani Power Limited - Technical / Commercial bid", as applicable. Both bids to be submitted to the commercial contact in Central Procurement Group of BRPL.

Technical bid should address the following:

a. Scope of Work
b. Technical requirements
c. Service Level Agreements
d. Details of project team consultants - Competence & strength etc of personnel
e. Assumptions, Dependencies
f. Exclusions to be explicitly stated.

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ii. Commercial Bid will give the Total Price with item level breakup indicating the unit rate where applicable. It will include the following:
   a. Hardware Cost
   b. License Cost

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight as applicable. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.
The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the RFP/tender, shall be deemed to be included in prices quoted.

Prices shall be quoted in Indian Rupees Only. The proposal should be submitted in hard copy as well as soft copy via email. Bidder submitted proposal will be valid for **1 months** from date of submittal. Notwithstanding clause above, the BRPL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing. The bidder is not allowed to modify or withdraw its bid after the Bid's submission.

iii. Proposal Format: Proposals shall be submitted in the format as specified in this RFP. It is the sole responsibility of the bidder to assure that they have received the entire Request for Proposal. Proposers will be notified in writing of any change in the specifications contained in this RFP. No verbal or written information which is obtained other than through this RFP or its addendum shall be binding to the company.
iv. Post submission of the techno-commercial proposal the short listed bidders may be called to make presentation on their proposed solution.
v. Under the second stage, the Commercial Bids of bidders, who had been successfully and technically found suitable / acceptable, shall be considered.
vi. The Bids will be evaluated based on the criteria set forth. The decision of BRPL shall be final and binding on all bidders.

3.3.1 Documents required along with the Bid

i. Requisite Documents for compliance to Qualification Criteria mentioned in bid.
ii. Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
iii. Duly signed and stamped 'RFP' as acceptance of scope of works with company seal.
iv. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
v. Duly signed and stamped 'Schedule of Commercial Specifications' on bidder's letter head.
vi. Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

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3.3.2 Deviation from Tender

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

3.3.3 Price Variation Clause:

The prices shall remain firm during the entire contract period.

3.3.4 Vendor/Partner Presentation

Vendor/partner oral presentations shall be requested / permitted if they are necessary to properly clarify compliance with the requirements of this RFP. BRPL will not be liable for any costs associated with the presentation.

3.3.5 General Clause

i. BRPL reserves the right not to accept any bid, or to accept or to request clarification of information or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of BRPL will be treated as final. The bids not submitted in the prescribed format or incomplete in any aspect are likely to be rejected.

ii. Prior to the final selection, bidders may be required to submit additional information and show a demonstration.

iii. The acceptance of a Bid will be communicated in writing at the address furnished by the bidder in the RFP response. Any change of address of the Bidder, should therefore be promptly notified to BRPL.

iv. The bidder shall have the legal license, rights, permit to provide this service & shall declare the above in the proposal and take responsibility of the providing the service & shall provide necessary legal guidance to BRPL for this hosting requirement.

v. In the case that BRPL accepts the proposal, the selected bidder response to the RFP will be considered to be binding on the Vendors/partners and will be used in whole or in part, in the contract between BRPL and the Vendors/partners.

vi. BRPL shall have direct access to personnel of the selected Vendors/partners(s) who have full authority to make commitments on behalf of the Vendors/partners. The Vendors/partner shall include, as part of their proposal, any restrictions under which their primary negotiations will operate.

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Annexure

Annexure-1 (For Compliance To Tender)

Provide compliance to various requirements (functional, technical, training, interface, warranty, AMC etc) and describe how compliance is envisaged alongwith module names:

Req #	Requirement details	Compliance (Y/N/Partial)	How is compliance met (for Y & Partial)

Annexure-2 (For Hardware Details)

Sl.no	Hardware	Preferred make/model no	Qty	Hard disk (SSD)	RAM	CPU (no of CPU / cores/speed)	Remarks

Annexure-3(For Software Details)

Sl.no	Software type	Software details	Qty	Remarks
	Operating System (OS)			
	Others			

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SECTION VI

PRICE BID

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SECTION VI
PRICE FORMAT

Procurement of ANTIVIRUS in BRPL	QTY	UOM	HSN Code	Make and Model	Basic Rate without GST	GST in %	Rate With GST	Amount (Qty X Rate with GST)
Supply, Installation testing and commissioning of Antivirus for Laptops and Desktops along with Support for 3 Years.	3400	Nos						
Supply, Installation testing and commissioning of Antivirus for Server along with Support for 3 Years.	125	Nos						
GRAND TOTAL								

NOTE:

1) The prices quoted are inclusive of training of BRPL officials (as per spec)
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) Bidder can bid for single / multiple items in the NIT.
8) Commercial Bid will give the Total Price with item level breakup indicating the unit rate where applicable. It will include the following:
    a. Hardware Cost
    b. License Cost
9) Price Variation Clause:
   The prices shall remain firm during the entire contract period.

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SECTION VII

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

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their heath, 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

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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.

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- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge• monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

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

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

V. Management System

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

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.

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- 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.

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Appendix- I

COMMERCIAL TERMS AND CONDITIONS – SUPPLY

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	180 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	100% payment within 45 days for the satisfactory work completion certificate, acceptance by BRPL.	
4	Delivery time	Within 45 days from date of PO/ LOI.	
5	Defect Liability period	3 Years onsite warranty with 24x7 supports, Respond: 2 Hrs, Resolution: NBD (Next Business Day). (An Account Manager should be assigned for BRPL to ensure prompt response and support in the event of any issues with assets provided by the vendor. In the event that a device fails, the vendor must provide an immediate response and solution within NBD.)	
6	Penalty for delay	1% of basic price for every week delay subject to maximum of 10% of total PO/WO value of undelivered units/ remaining work.	
7	Performance Bank Guarantee	Contractor shall submit the performance bank guarantee equivalent to the 10% of the order value exclusive of GST at the time of claiming the last payment, with the validity of the bank guarantee till Defect Liability Period plus 3 months.	

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Appendix- II

NO DEVIATION DECLARATION

NO DEVIATION –A (Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the technical scope of work as mandated in the tender documents subject to the following deviations as mentioned against the applicable technical qualifying requirement:

S.NO.	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note-The above template is indicative only, May vary depending on the nature of procurement/value.

NO DEVIATION –B (Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the commercial requirement as mandated in tender document subject to the following deviations as mentioned against the applicable commercial qualifying requirement:

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note:-It is important to explicitly include all such terms and conditions which are considered absolutely necessary to be accepted by bidder without any deviation. Tender document shall have a stipulation that deviation to such criteria shall make the bid liable for rejection.

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APPENDIX III

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 order value exclusive of GST 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 180 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).....

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Appendix IV

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 t 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

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APPENDIX V

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____.

TH E 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 Eighty(180) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

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APPENDIX - VI

LITIGATION HISTORY

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

APPENDIX - VII

CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

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

APPENDIX - VIII

FINANCIAL DATA

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 23-24	FY 22-23	FY 21-22	FY 20-21	FY 19-20
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

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APPENDIX-IX
FORMAT FOR PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 1OO/- 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 purchase order for a sum equivalent to 10 % of the order Value exclusive of GST to the Purchaser.

And whereas the Bank under instructions from the Supplier has agreed to guarantee the 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) 5hall 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 pall of the Supplier in performing and observing any and allthe terms and conditions of the Contract or breach on the part if 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

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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 d1e 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 tbe 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 of 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 hive 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 Order 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

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APPENDIX-X

FORMAT FOR PRE BID QUERY SUBMISSION

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									

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