BSES Yamuna Power Limited

NOTICE INVITING TENDER (NIT)

FOR

IMPLEMENTATION OF NETWORK ACCESS CONTROL (NAC) SOLUTION IN BYPL

NIT NO: CMC/BY/25-26/RS/SkS/APT/20

[RFx Number: 2200000146]

Due Date for Submission: 25.09.2025, 15:00 HRS

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

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BSES Yamuna Power Limited

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BSES Yamuna Power Limited

VOLUME – I: INFORMATION TO BIDDER (ITB)

BSES

BSES Yamuna Power Limited

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

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

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	Delivery at
Implementation of Network Access Control (NAC) solution in BYPL	1,180	1.51 Crore	3.02 lakhs	Delhi Office(s)/ Site(s)

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

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

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

1.04 **Earnest Money Deposit (EMD)** of ₹ 3,02,000/- (Rupees Three Lakh and Two Thousand only) valid for 180 days from the due date of bid submission in the form of BG/FD/online transfer of the requisite amount through IMPS/NEFT/RTGS. Any such bid submitted without EMD shall be rejected.

1.05 **TIME SCHEDULE**

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	25.09.2025 up to 15:00 Hrs
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the MS team Meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Njc1MzZiMmQtZGNlMC00M2ZkLTkyMzEtMjFlYjEzNGZlM2U4%40thread.v2/0?context=%7b%22Tid%22%3a%22fa1a577f-3ac1-41e0-90d9-1b19c394aaf8%22%2c%22Oid%22%3a%226225bf6f-f382-428e-a886-405df8a3e003%22%7d After registering, you will receive a confirmation email containing information about joining the meeting.	09.09.2025, 11:00 Hrs
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	12.09.2025 up to 18:00 Hrs
4	Last Date of replies to all the pre-bid queries as received	16.09.2025 up to 17:00 Hrs
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	25.09.2025 up to 15:00 Hrs
6	Date & Time of Opening of PART A – EMD and Technical Bid	25.09.2025 up to 16:30 Hrs

7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail

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

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

Part A – Techno Commercial Bid

Part B – Price Bid

Bids will be submitted online and received up to **25.09.2025, 15:00 Hrs.** at the address given below.

Part A of the Bid shall be opened online on **25.09.2025, 16:30 Hrs.**

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

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

All documents shall be duly superscripted as **bid for "Implementation of Network Access Control (NAC) solution in BYPL" "NIT NO: CMC/BY/25-26/RS/SkS/APT/20 [RFx Number: 2200000146] DUE ON 25.09.2025, 15:00 Hrs.**"

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

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

2.00 QUALIFICATION CRITERIA

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

2.01 **Technical Criteria:**

S. No.	Criterion	Documents to be submitted by bidder along with Bid in support of Qualification Criteria

1	The Bidder should be OEM or Authorized Premium channel Partner of the OEM as on the date of tender with an authority to sell, upgrade, supply, service and maintain the proposed products	In case bidder is an authorized partner of OEM, Manufacturer Authorization Form (MAF) from OEM stating that bidder is an authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time
2	The bidder's company should have been in existence for more than 5 years and bidder/ OEM must have experience of project execution of similar work as per tender requirement in Govt sector/ PSU/ Large Corporate/ BFSI/ Utility Companies in last 5 years.	Bidder shall provide: a. Certificate of Incorporation. b. Self-declaration by Authorized bidder or OEM along with Client name and project details. If bidder is an authorized partner of OEM, credentials of OEM shall be considered for similar project execution experience.
3	The Bidder should have Supplied and implemented NAC Solutions in at least two Organizations, Utilty/BFSI & other in PSU/ Government / Enterprise Organizations in India, during last five years as on Bid submission date. Out of these two, one solution should be of the same OEM as is being offered to BYPL. In each of these solutions bidder should have implemented NAC in minimum 4000 elements which should include discovery & policy enforcement.	Bidder shall provide: a. Purchase Order copies b. Performance Certificate/ Completion certificate/ Invoice Copies If bidder is an authorized partner of OEM, credentials of OEM shall be considered.
4	Bidder must be compliance technical specs and SOW	Technical Confirmation on OEM Letter head with Authorized Signatory
5	The bidder and OEM shall have valid certifications as on the date of submission of bid: a) ISO 9001:2015 b) ISO 27001	Bidder shall furnish the copies of valid certificates
6	The Bidder shall have office in NCR.	Valid Address proof for presence in NCR
7	The bidder should be the Original Equipment Manufacturer (OEM) of offered Appliance/ Solution or the authorized representative in India	In case of authorized representative, MAF from OEM of the solution in their letter Head needs to be provided. Kindly note that separate MAFs for NAC solution is required from the respective OEMs. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF) In case the bidder is itself the OEM of NAC solution, undertaking on their company's letter head should be provided. MAF from OEMs of any other component is also required. (Bidder is also to provide documentary evidence that the person signing MAF) is authorized to issue such letters/ certificate on behalf of company)

2.02 Commercial Criteria:

S. No.	Criteria	Documents to be submitted by the bidder

1	Bidder should have Average Annual Sales Turnover of Rupees **20 Crore** or more in last three (3) Financial Years (i.e. FY 2022-23, 2023-24 and 2024-2025).	Balance Sheet / Copy of Audited P&L Account / Duly certified CA certificate having UDIN to be submitted
2	Bidder should have positive Net Worth for the last three financial years (2022-23, 2023-24 and 2024-2025).	Bidder should furnish a Certificate from the Chartered Accountant (CA) for Net Worth
3	The bidder should be a public/private limited company/ partnership/ limited liability partnership, corporation registered under Indian Companies Act, 1956/ 2013/ Indian Partnership Act, 1932.	The bidder must submit the copy of registration
4	The bidder must have valid PAN No. GST registration in addition to other statutory compliance.	The bidder must submit the copy of PAN and GST registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.
5	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies as on the date of bid submission	Self-undertaking on bidder's letterhead
6	The Bidder shall not be blacklisted/debarred by any central/state government institution /PSU/ electricity utilities as on the date of submission of the bid.	Self-undertaking on bidder's letterhead

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

3.00 BIDDING AND AWARD PROCESS

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

3.01 **BID SUBMISSION:**

BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:
BSES will carry out E-Procurement through its e-procurement SRM portal https://srmprdportal.bsesdelhi.com/irj/portal

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to
1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com,
2. Mr Anup Toppo, E-mail: Anup.toppo@@relianceada.com, with your details as per below:

a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available): …….
b) Trade Name: ……
c) Address of Principal Place of Business: …….
d) Contact Person's Name: ……
e) Contact Person's Designation: ……
f) Contact Person's Mobile No.: ……

g) Contact Person's email ID: ……
h) Also, attach a valid copy of the Power of Attorney in favour of the above-mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

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

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

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

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

Please mention our NIT Number: - …… on the Tender and drop the same in our Tender Box placed at **BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032**

The bids and the outer envelope shall be addressed to the following:
Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032

Kindly Note:

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

This is a two-part bid process. Bidders are to submit the bids online in 2(Two) parts
PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and **Part-B FINANCIAL BID** and shall be submitted before the due date & time specified.

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

S. No.	Descriptions	Type of Documents/Format
A.1	**Bid Details**	
1	**Bid Index for Part-A (Technical Bid)**	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	**Cover Letter, if any**	Standard Format
3	**Bid Form (Un-priced) Duly Signed**	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	**Tender Fee**	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	**EMD**	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	**Power-of-Attorney/ Authorization Letter**	In the standard stamp paper/letter
A.2	**Technical Bid**	

7	**Communication Details of the Bidder**	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	**Manufacturer Authorization Form (as applicable)**	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	**Technical Qualifying Criteria Compliance Index & Documents**	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	**Schedule of Deviations - Technical**	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	**Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification**	Bidder shall submit duly filled GTP with all Technical documents (If Applicable)
12	**Technical Drawings as per specification**	Bidder shall submit all Drawings as per the specification (If Applicable)
13	**Type Test Reports**	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12 (If Applicable)
14	**Sample Submission Details (if applicable as per specification)**	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13 (If Applicable)
15	**Product Catalogue (If applicable)**	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	**Manufacturer's Quality Assurance Plan**	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	**Other drawings/ documents mentioned in technical specification**	Bidders shall submit a copy of documents in their technical bids in support of technical specifications (If Applicable)
18	**Testing Facilities**	Bidder shall submit the details of testing facilities available at their works/factory.
A.3	**Commercial Bid**	
19	**Company Profile, Organization Chart & Manpower Details.**	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	**Commercial Qualifying Criteria Compliance Index & Documents**	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	**Undertakings**	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	**Schedule of Deviations - Commercial**	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	**Acceptance Form For Participation in Reverse Auction Event**	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	**Commercial Terms and Conditions**	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/ Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05

25	**Un price Bid Duly Signed**	Item wise marked as "Quoted" & Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT
26	**Signed Tender document**	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B: FINANCIAL BID comprising of

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

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

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

Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

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

4.00 AWARD DECISION:

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

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

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

4.04 Rate Contract: Not Applicable.

4.05 Rate shall remain FIRM till the validity of the Contract.

4.06 Quantity Variation: The purchaser reserves the right to vary the quantity by (+/-) 30% of the tender quantity during the execution of the rate contract.

4.07 Quantity Splitting: Not Applicable.

5.00 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions.

Bidders must agree to these rules before participating. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Conditions. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restrict a bidder to the length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

6.00 SUPPLIER CONFIDENTIALITY

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

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

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

7.00 CONTACT INFORMATION

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

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

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

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

2.00 SCOPE OF WORK

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

refer Volume – III of tender.

3.0 DISCLAIMER

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

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

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

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

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

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

6.0 **AMENDMENT OF BIDDING DOCUMENTS**

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on the website **www.bsesdelhi.com** and the same will be binding on them.

6.03 To afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum on the website **www.bsesdelhi.com**

6.04 Purchaser shall reserve the rights to the following:
a) Extend the due date of submission,
b) Modify the tender document in part/whole,

c) Cancel the entire tender

6.05 **Bidders are requested to visit the website regularly for any modification/ clarification/ corrigendum/ addendum of the bid documents.**

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

(a) All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.

(b) PART A – Technical Bid and

(c) PART B - Financial Bid

9.0 BID FORM

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

9.02 **EMD**

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

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

(a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or

(b) Fixed Deposit (lien marked in favour of BSES Yamuna Power Limited) payable at Delhi.

(c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in Appendix II - **BYPL BANK DETAILS WITH IFSC CODE**.

EMD shall be valid for One Hundred Eighty (180) days after the due date of submission drawn in favour of BSES Yamuna Power Ltd.

The EMD may be forfeited in the case of:

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

or

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

10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply and Transportation to the site, all in accordance with the requirement of the Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

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

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

11.0 BID CURRENCIES

11.01 Prices shall be quoted in Indian Rupees Only.

12.00 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 180 days from the due date of submission of the Bid.

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

13.00 **ALTERNATIVE BIDS**

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

14.0 **FORMAT AND SIGNING OF BID**

14.01 The original Bid Form and accompanying documents must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

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

Bid.

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

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

15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — "Tender No. & Due date of opening".

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

16.00 **DEADLINE FOR SUBMISSION OF BIDS**

16.01 The Bid must be received by the Purchaser on or before the due date & time of submission.

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

17.0 **ONE BID PER BIDDER**

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

18.0 **LATE BIDS**

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

19.0 **MODIFICATIONS AND WITHDRAWAL OF BIDS**

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's due date & time of submission subject to any corrigendum/ addendum/ modifications in the tender documents uploaded to the website.

E. EVALUATION OF BID

20.0 **PROCESS TO BE CONFIDENTIAL**

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

21.0 **CLARIFICATION OF BIDS**

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

22.0 **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. Purchaser may ask for submission of original documents to verify the documents submitted in support of qualification criteria.

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

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

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

23.00 **EVALUATION AND COMPARISON OF BIDS**

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

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

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

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

(a) Delivery Schedule

(b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

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

23.04 Any price adjustments that result from the above procedures shall be added for comparative evaluation

only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.00 CONTACTING THE PURCHASER

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

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

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

Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

26.00 AWARD OF CONTRACT:

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award the order to other bidders in the tender, provided it is required for the timely execution of the project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GUARANTEE (PBG)

To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/ Award/ RC/ PO. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of total Purchase Order value (including GST) valid for a period of Sixty months (60) from the date of the commissioning or Sixty-six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon receipt of the PBG by BYPL, the EMD shall be released.

30.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

30.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of the Contract.

31.0 **STATUTORY GUIDELINES & REGULATIONS**

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

32.00 **SAFETY**

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

33.00 **PRIORITY OF CONTRACT DOCUMENTS**

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:
i) Contract Agreement/Purchase Order.
(a) Special Conditions of Contract
(b) General Conditions of Contract
(ii) The Letter of Acceptance/ Intent
(iii) Agreed Minutes of the Tender Negotiation Meetings
(iv) Agreed Minutes of the Tender Technical Meetings
(v) The Priced Bill of Quantities
(vi) The Technical Specifications / Scope of work
(vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

BSES Yamuna Power Limited

APPENDIX I ANNEXURE – 1.01

BID INDEX FOR PART-A (TECHNICAL BID)

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

NIT & RFX No.:

Bidder's Name:

Bidder's Bid Reference No. & Date:

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

BSES Yamuna Power Limited

ANNEXURE – 1.02

BID FORM

To

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

Sir,

1. We understand that BYPL is desirous of procuring……..
   for it's licensed distribution network area in Delhi.
2. Having examined the Bidding Documents for the above-named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in the Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods as per the delivery schedule mentioned in Section IV from the date of award of the purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Laws for the supply/services of equipment's/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, by the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of ……

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

(IN BLOCK CAPITALS) .....

ANNEXURE – 1.03

TENDER FEE DETAILS

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

BSES

ANNEXURE – 1.04

EMD DETAILS

a. EMD Amount (Rs.) : ……

b. Mode of Payment : BG/FD/online transfer through IMPS/NEFT/RTGS (select any one)

c. BG/FD/UTR No. (As applicable) : ……

d. Dated : ……

e. BG valid up to : ……

f. BG Claim period up to : ……

g. Bidders Bank Account No. : ……

h. Name of the Bank : ……

i. Address of the Bank : ……

j. IFSC Code of the Bank : ……

BSES

ANNEXURE – 1.05

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

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

The conditions of this obligation are:

1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

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

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

This guarantee will remain in force up to and including One Hundred 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

ANNEXURE – 1.06

COMMUNICATION DETAILS OF THE BIDDER

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

BSES

ANNEXURE – 1.07

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

Date: …….
Tender No.: …….

To

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

Sir,

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

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

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

Yours Sincerely,
For ……..

Authorized Signatory

ANNEXURE – 1.08

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

BSES

ANNEXURE – 1.09

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

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

BSES

BSES Yamuna Power Limited

ANNEXURE – 1.10

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

Note –

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

BSES

ANNEXURE – 1.11

SCHEDULE OF DEVIATIONS - TECHNICAL

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BYPL's specifications:

Technical Deviations: -

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

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

Seal of the Bidder:

Signature:

Name:

BSES

ANNEXURE – 1.12

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

BSES

ANNEXURE – 1.13

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

BSES

ANNEXURE – 1.14

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

BSES

ANNEXURE – 1.15

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date: …….

Tender No.: …….

To

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

Sir,

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

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

Yours Sincerely,

For …….

Authorized Signatory

BSES

ANNEXURE – 1.16

SCHEDULE OF DEVIATIONS - COMMERCIAL

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BYPL's specifications:

Commercial Deviations: -

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

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

Seal of the Bidder:

Signature:

Name:

BSES

ANNEXURE – 1.17

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

BSES Yamuna Power Ltd (hereinafter referred to as **"BYPL"**) intends to use the reverse auction through the SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

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

Signature & seal of the Bidder

ANNEXURE – 1.18

VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labour and Human Rights

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

. Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

. Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

. Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

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

. Juvenile Labor - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

. Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any Disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

. Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law.

Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

. Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education are essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

. Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

. Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

. Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) is to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/ragout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

. Machine Safeguarding - Production and other machinery are to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

. Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

. Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

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

III. Environmental

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

The environmental standards are:

. Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
. Chemical and Hazardous Materials -Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement storage, recycling or reuse and disposal.
. Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
. Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
. Wastewater and Solid Waste - Wastewater and solid waste generated from operations industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
. Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

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

V. Management System

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

The management system should contain the following elements:
. Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.

. Management Accountability and Responsibility - Clearly identified company representative[s]responsible for ensuring implementation and periodic review of the status of the management systems.
. Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
. Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
. Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plan including a periodic assessment of Vendor's performance against those objectives.
. Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
. Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
. Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
. Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
. Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
. Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information

BSES Yamuna Power Limited

GENERAL CONDITIONS OF CONTRACT
(GCC – IMPLEMENTATION OF NAC)

BSES

BSES
BSES Yamuna Power Limited

GENERAL CONDITIONS OF CONTRACT (GCC)

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

1.0 General Instructions

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

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

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

1.04 The Purchaser reserves the right to request any additional information and also reserves the right to reject the proposal of any Bidder if, in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.

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

2.00 Definition of Terms:

2.01 "Purchaser" shall mean BSES Yamuna Power Limited, on whose behalf this bid enquiry is issued by its authorized representative/officers.

2.02 "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.

2.03 "Supply" shall mean the Scope of Contract as described.

2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Conditions, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.

2.05 "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.

2.06 "Month" shall mean the calendar month and "Day" shall mean the calendar day.

2.07 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.

2.08 "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.

2.09 "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.

2.10 "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".

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

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

a) The written acceptance of material by the inspector at suppliers works to ship the materials.
b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

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

4.0 Scope of Supply - General

4.01 The "Scope of Supply" shall be Implementation of Service Desk Management and Asset Management in BYPL and on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit. Please Refer **Volume-III** of this RFQ for detail scope of work.

4.02 Bidder shall have to quote for the Bill of quantities as listed in **Volume-II** of this RFQ.

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

4.04 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

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

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

5.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

5.04 On completion of manufacturing the items can only be dispatched after receipt of dispatch Instructions issued by the Purchaser.

5.05 All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third-party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

5.06 Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement/specification, the charges along with any other penalty that may be levied are to be borne by the bidder.

6.0 Inspection & Test Charges

6.01 GOODS shall be inspected by BUYER and/or third-party inspection agency nominated by BUYER. Inspection shall carry out stage-wise/final inspection as per agreed QA /QC procedure.
In addition, inspection of GOODS shall be carried out at our Site/stores. SELLER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.

6.02 Inspection charges are included in total order value; however, BUYER will bear third-party inspection charges. In case of a futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same shall be debited from the SELLER's invoices.

6.03 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.

6.04 Inspection call shall be raised a minimum of 7 (seven) days in advance from the delivery schedule mentioned in the PO and duly filled Format issued by BYPL

7.0 Handling and Storage

7.01 Material Safety Data Sheet (MSDS), detail handling & storage instruction sheet/manual, wherever applicable, to be furnished before the commencement of supply and one copy is to be submitted in store/site with First Lot.

8.0 Packing, Packing List & Marking

8.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/ boxes/ drums/ containers/ cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing- materials.

8.02 **Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

9.0 Prices/Rates/Taxes

9.01 **Price basis for supply of materials**

a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, and any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/sites.

c) Transit insurance will be arranged by Bidder

10.00 Taxes & Duties

10.01 Prices for Goods are on Ex- works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.

10.02 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.

10.03 GSTIN of BSES YAMUNA POWER LTD - 07AABCC8569N1Z0
CST No of BSES YAMUNA POWER LTD -07740254593
TIN NO of BSES YAMUNA POWER LTD - 07740254593
PAN NO of BSES YAMUNA POWER LTD - AABCC8569N

10.04 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month to which supply relates. Non-submission of the said request would be treated as good as the SELLER has no requirement for reconciliation.

11.0 Invoicing Instructions

11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.
MDCC will be released separately for Capex & Opex. Invoice will be submitted by the supplier as per the MDCC.

11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.

11.03 Invoice will be in the name of BSES YAMUNA POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice (GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.

11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.

11.05 Timely provision of invoices / Debit Notes / Credit Notes:

11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Notes, Purchase Returns, Debit Notes) shall be made within the timelines prescribed under the GST Laws.

11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.
Documents and devices to be carried by a person in charge of a conveyance under.

11.05.3 Any Vendors / Contractors / Service providers 'shall' mention the following minimum requirements in 'invoice' while furnishing Invoices with us:
1. Invoice / Credit Note Number and Date.
2. Address of supplier/service provider and GSTN.
3. Customer Name and Address as per GST Registration Certificate and GST registration Number.
4. 'Shipped to' and 'Billed to' addresses.
5. Place of Supply.
6. Description of Goods/Service along with unit of measurements.
7. HSN / SAC Code.
8. Taxable value (Gross & deduct Discount separately if allowed)
9. Rate and amount of Tax separately for CGST, SGST and IGST as applicable.
10. Signature of Supplier. (For e-invoices physical signature is not required)
11. Whether Reverse Charge is applicable or not.

11.06 E Way Bills/transit documents for movement of Goods:
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the movement of Goods and the logistic partner/transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any misdeclaration. The Supplier is responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

12.0 Terms of Payment and Billing

12.01 Payment shall be made as per following milestones:

S. No	Payment Milestone	Description
1	**MS-1:** 70% of total contract value	After successful supply and Installation of Hardware & Software including cost of policy enforcement license. The payment for partial delivery shall not be made. Payment will be released only against receipt of Performance Bank Guarantee.
2	**MS-2**: 20% of total contract value	After implementation of solution payment be released after 1 month of successful system run after completion
3	**MS-3:** 10% of total contract value	After three months Bug free of operation from date of sign off & submission of PBG

Note: Milestone payments shall be made after submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance BSES's Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by BSES's, submission of Letter issued by BSES's in

respect of completion of User Acceptance Test (UAT), documents as required by BSES like manual & documentation, training etc

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

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

12.02 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail of any tax credit due to any shortcoming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost. In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

12.03 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.

12.04 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

12.05 Where the supply of Goods is liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

13.0 Tax Indemnity Clause

13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

13.02 In case any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.

13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.

13.04 The parties agree to follow the following process in case any communication of demand, arising out of non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement), is received by Purchaser:

13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.

13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

14.0 The Micro, Small and Medium Enterprises (MSME)

14.01 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, he shall declare so within the bid of its status failing which it

will be presumed that it is a non-MSME unit. Also, submit a copy of Udyog Aadhaar (UA) & Udyam Registration Number.

15.00 Price Validity:

15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 180 days from the due date of submission. For awarded suppliers, the prices shall remain valid till contract completion.

16.0 Performance Guarantee

16.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of total Purchase Order value (including GST) valid for a period of Sixty months (60) from the date of the commissioning or Sixty-six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon receipt of the PBG by BYPL against contract, the EMD shall be released.

16.02 Bank guarantee shall be drawn in favour of BSES Yamuna Power Ltd as applicable. The performance Bank guarantee shall be in the format specified by BYPL.

17.0 Forfeiture

17.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BYPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition outlined in the Contract.

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

18.0 Release

18.01 All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 16.0) except for the case outlined in Clause 22.0.

19.0 Defects Liability Period/Guarantee/Warranty & Support

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

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

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

20.0 Return, Replacement or Substitution

20.01 BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may at its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case, BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to the Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid. BUYER at its sole discretion shall have the opinion to dispose of the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective date of commencement of contract

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

22.0 Time – The Essence of Contract

22.01 The time and the date of completion of the "Supply" as stipulated in the Letter of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

23.0 The Laws and Jurisdiction of Contract:

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

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

24.0 Events of Default

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

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

(b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof

(c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;

(d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BYPL.

25.0 Consequences of Default.

(a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.

(b) In the event of an Event of Default, BYPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

(i) Present for payment to the relevant bank the Performance Bond;

(ii) Purchase the same or similar Commodities from any third party; and/or

(iii) Recover any losses and/or additional expenses BYPL may incur as a result of Supplier's default.

26.00 Penalty for Delay

26.01 If supply of items/equipments is delayed beyond the supply schedule as stipulated in the purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the basic (ex-works) price for every week delay of undelivered units or part thereof for individual milestone deliveries.

26.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price of total undelivered units.

26.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

26.4 If the Penalty is levied as per the Order terms & conditions; BYPL will raise the Invoice for the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

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

27.0 Variation in Taxes, Duties & Levies

27.1 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. In case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

27.2 No other Taxes, Duties or levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes or duties imposed by the Competent Authorities by way of fresh notification(s) after the issue of PURCHASE ORDER but within the stipulated delivery period.

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

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

28.0 Taxes & Duties on raw materials & bought out components

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

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

29.0 Force Majeure

29.01 General

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

(i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.

(ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

(iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.

(iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken to comply with the above clause.

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

(i) The following events and circumstances:

a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.

b) Explosions or fires

(ii) War declared by the Government of India.

(iii) Dangers of navigation, perils of the sea.

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

29.03 Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:

i) Immediately notify the other party in writing of the force majeure events within 7 (seven) working days of the occurrence of the force majeure event

ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.

iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable

iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.

v) Provide prompt notice of the resumption of full performance or obligation to the other party.

29.04 Mitigation of Events of Force Majeure Each Party shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

29.05 Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the Parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

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

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

i. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.

ii. In case the Bidder commits any Act of Insolvency, or is adjudged insolvent

iii. Has abandoned the contract

iv. Has failed to commence work or has suspended the progress of works

v. Has failed to proceed with the works with due diligence and failed to make such due progress

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

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

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

29.10 Severability

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

30.0 Transfer and Sub-Letting

30.01 The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

31.0 Recoveries

31.01 Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by 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

32.0 Waiver

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

33.0 Indemnification

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

34.00 Termination for convenience of Purchaser

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

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

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

35.00 Documentation

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

36.0 Transit Insurance

36.01 Transit Insurance shall be arranged by the Bidder.

36.02 DAMAGE / LOSS OF CARGO IN TRANSIT: The vendor shall be solely responsible for coordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claims lodgment and settlement. Notwithstanding the insurance cover, in case of loss/damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and delivered to the Purchaser with new material and/or Goods within 30 days of such loss/damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and delivery in such circumstances.

37.0 Limitation of Liability

37.01 Except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Supplier:
(a) In cases of fraud, willful misconduct or illegal or unlawful acts, or
(b) In cases of acts or omissions of the Supplier that are contrary to the most elementary rules of diligence that a conscientious Supplier would have followed in similar circumstances.

38.0 Liability of Suppliers

38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:
(a) For any indirect or consequential loss or damage; and
(b) For any direct loss or damage that exceeds:
(i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
(ii) The insurance claim proceeds that the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.

38.2 This limitation of liability shall not affect the supplier's liability, if any, for damage to third-party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the supplier in executing the order.

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

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

39.0 Intellectual Property Rights and Royalties

39.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of an infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Supplier, the Supplier shall rectify, modify or replace, at its own cost, the Works, Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Supplier shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.

39.2 The Supplier shall be promptly notified of any claim made against the Purchaser. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise

from it. The Purchaser or the Purchaser's Representative shall not make any admission that might be prejudicial to the Supplier unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.

39.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know-how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.

39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third-party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third-party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.

39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its Sub-Supplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the supplier (or its Sub-suppliers) for any purpose other than with the prior written consent of the Purchaser.

39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual license or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the license or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Acceptance

40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.
The vendor undertakes that he shall adhere to the Vendor Code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.
In the event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.
The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of

general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.

40.03 Contractor and Company contractual obligations are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both parties.

40.04 We expect your services and supplies to be aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; https://www.bsesdelhi.com/web/bypl/about-bses.

BSES

BSES Yamuna Power Limited

BILL OF MATERIAL AND OFFICE CATEGORIZATION

n	Particulars	Description	Qty.	Specification	Tentative Delivery Schedule	Destination
1	Solution	Hardware Appliance, in case of appliance - based deployment **OR** Server hardware, (in case of VM based solution – H/W, OS and VM) for 5 Years	3	VOLUME – III	As per the schedule of implement ation	BYPL Delhi Office(s)/ Site(s)
2	Elements	Total Cost of NAC licenses for 5500 elements (Shall Include all the features AAA and Posturing). Any License required for DC and DR shall be provisioned from Day one for 5 Years	1			
3	Implementation	Implementation cost - DC & DR and other Office	1			
OPTIONAL CHARGES:						
4	Additional Cost of licenses	Additional Cost of NAC licenses for 100 elements (Shall Include all the features AAA and Posturing) Any License required fir DC and DR shall be provisioned from Day one for 5 Years.	1			

PROJECT PLAN OF IMPLEMENTATION

The Bidder will be expected to deliver to the BYPL one (1) physical copy and one (1) electronic copy of documentation deliverables and online context-sensitive help module included in the software to enable the BYPL's personnel to use and understand the operations of the deliverables. Following are the key project milestones and associated timeline, which will be revisited during due-diligence phase and mutually agreed basis the identified scope:

S. No	Milestone	Timeline
1	SRS and design finalization of complete project	Within 02 weeks
2	Implementation & Customization (NAC Solution)	Within 06 weeks
3	Implementation & Customization (NAC Solution)	Within 08 weeks
4	UAT Sign off for Both modules (NAC)	Within 10 weeks
6	Go Live of the project (NAC)	Within 12 weeks

BSES Yamuna Power Limited

APPENDIX II

ANNEXURE – 2.01

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shaktikiran Building, Karkardoa, Delhi 110032, India hereinafter referred to as the " Owner ", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).

2. AND WHEREAS the Owner has entered into a contract for _____(Please specify the nature of contract here) vide Contract No. _____dated _____(hereinafter referred to as the "Contract") with M/s._____, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.

3. AND WHEREAS as per clause ____of Conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from **[_____]** *pl. specify the name of Bank)* having its head/registered office at **[_____]** through its branch in _____*(pl. specify the name of Branch through which B.G is issued)* hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....*(in words)* without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such

demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.

8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.

9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:

(i) Vary and/or modify any of the terms and conditions of the Contract;

(ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or

(iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

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

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by

the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.

12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____*(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on _____*(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.

15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi,** India.

Dated this …… day of …….. …20XX at …….

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)
Attorney as per
Power of Attorney No.....
Date.....

ANNEXURE – 2.02

BYPL BANK DETAIL WITH IFSC CODE:

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

BSES

ANNEXURE – 2.03

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

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

Ref. Purchase Order No. :

Dear Sir,

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

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

Vendor Name & Signature

ANNEXURE – 2.04

UNDERTAKING GST

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

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

BSES Yamuna Power Limited

ANNEXURE – 2.05

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity	180 days from the date of submission of the bid	
2	Price basis	**"Firm"**, FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).	
3	Unloading	Unloading at stores/sites shall be in vendor's scope	
4	Transit insurance	Transit insurance in bidder's scope	
5	Payment terms	The payment terms shall be as per NIT Clause No. 12	
6	Delivery/ Completion Schedule	As per the schedule of implementation (Page no. 57 of this RFQ)	
7	Defect Liability Period	**i)** Offered solution should be with onsite warranty and support. Bidder required providing OEM warranty certificate. **ii)** 24x7, 4 hrs resolution, 5 years onsite Warranty (part and labor), support from OEM along with all patches for hardware and software.	
8	Penalty for delay	a) 1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units for Supply and Services. b) Penalty for Service Level Agreements shall be as per Annexure – A of NIT	
9	Performance Bank Guarantee	Performance Bank Guarantee within Twenty-eight (28) days, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty-six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period.	
10	Reverse Auction	In a bid to make our entire procurement process fairer and more transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

Seal of the Bidder:

Signature:

Name:

VOLUME – II

PRICE BID FORMAT

BSES

BSES Yamuna Power Limited

ALL PRICES IN INR (₹)

PART A: Implementation of Network Access Control (NAC)

S. No.	Particulars	Description	UoM	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/ UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D=B+C)	TOTAL LANDED VALUE (₹) (E=DXA)
						%	AMT		
1	Solution	Hardware Appliance, in case of appliance - based deployment **OR** Server hardware, (in case of VM based solution – H/W, OS and VM) for 5 Years	Nos						
2	Elements	Total Cost of NAC licenses for 5500 elements (Shall Include all the features AAA and Posturing). Any License required for DC and DR shall be provisioned from Day one for 5 Years	LS						
3	Implementation	Implementation cost - DC & DR and other Office	LS						
GRAND TOTAL (1+2+3) (₹)									
In words									

PART B: Optional Charges:

S. No.	Particulars	Description	UoM	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/ UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D=B+C)	TOTAL LANDED VALUE (₹) (E=DXA)
						%	AMT		
1	Additional Cost of licenses	Additional Cost of NAC licenses for 100 elements (Shall Include all the features AAA and Posturing) Any License required fir DC and DR shall be provisioned from Day one for 5 Years.	Nos						
GRAND TOTAL (₹)									
In words									

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

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

BSES Yamuna Power Limited

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

Date: Bidders Name:

Place: Bidders Address:

Signature: …… Designation: ……..

Printed Name: …… Common Seal: ……

BSES

ANNEXURE – A

SERVICE LEVEL AGREEMENT

[Penalty for Service Level Agreements includes UP Time, Degradation, Downtime of standby / HA components of NAC solution and NAC solution management]

BSES

Penalty for Service Level Agreements:

Sr. No.	Service Area	Accepted Service Level	Penalty
1	**UP Time of NAC solution or any component there of (**hardware, software, appliances, etc. supplied by selected Bidder). Impact on Production, demanding immediate attention. Leading to the complete disruption of the objective performed by the said solution.	99.995% and above	NA
		99.99% to 97.92%	1%
		97.91% to 95.83%	5%
		Less than 95.82%	10%
2	**Degradation of NAC solution** - Slowing down the operations of any component or NAC solution thereof resulting in delayed alerts, responses, report generations, etc.	Response and resolution time of 24 hours after reporting to SI/OEM support.	1% every four hours after the passage of Resolution time of 24 hours. The cap will be **10%.**
3	**Downtime of standby/ HA components**	Response and resolution time of 24 hours after reporting to SI/ OEM support.	1% every one hour after the passage of Resolution time of 24 hours. The cap will be **10%.**
4	**NAC solution** management – Version / Release/Upgrades / Patches	Bidder to inform BYPL team and ensure that all components of NAC – firmware, software, middleware, etc. are updated with latest firmware, patches, upgrades, release, version, etc. as per the BYPL policy(N-1).	Penalty of 2% for every fortnight for not informing of the BYPL of latest versions / release/upgrades/ patch for NAC solution upon its release. • Penalty of 2% for every week for not informing of critical security patches of NAC solution. • Penalty of 2% for every week of delayed updating/patching beyond mutually agreed upon time schedule for any component of NAC once notified by the BYPL. • Cap of 10%

BSES Yamuna Power Limited

VOLUME-III

TECHNICAL SPECIFICATION & SCOPE OF WORK

BSES

BSES Yamuna Power Limited

TECHNICAL SPECIFICATION:

S. No	NAC Solution Specifications	Compliance (Yes/No)	Remark
1	**OEM and Product Eligibility/Compliance**		
1.1	Network Access Control solution (NAC/NAC Solution/Solution) should do exactly what the name implies: - Controlled access to the network with defined policies, including pre-admission security posture policy checks and post-admission controls. Also provide quarantine, remediation and orchestration to maintain the security infrastructure.		
1.2	Element: - Elements referred here would mean PCs, laptops, printers, Scanner, Attendance Machine, CCTV cameras, Video Conferencing devices, networking devices, security devices, IOT, digital kiosks and any IP/MAC enabled device in the BYPL		
1.3	Captive web portals (A captive portal intercepts HTTP access to web pages, redirecting users to a web application that provides instructions and tools for updating their computer. Until their computer passes automated inspection, no network usage besides the captive portal is allowed)		
1.4	The solution shall be Common Criteria certified for Network Access Control (NAC), conforming to either the Network Device Collaborative Protection Profile (NDcPP) or the Extended Package for Authentication Servers. A copy of the certification shall be attached as a reference		
1.5	OEM shall be capable of providing direct onsite warranty service for the products procured. The warranty service datasheet shall be attached with the proposal		
1.6	The Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, posture, profiling, and guest management services on a single platform.		
1.7	BSES intends to procure the solution for 5,500devices covering endpoints, routers, switches, desktops, IP phone, printers, scanner, plotter, Attendance System IP Camera, Analog camera etc. The implementation should be at DC locations and there should be in HA.		
1.8	The proposed solution shall meet the technical specifications and Scope of work. Any hardware/software/licenses required to enable the functionality shall be provided from Day 1		
1.9	The proposed Network Access Control (NAC) solution shall provide AAA, secure, role-based and device-based access control for up to 5,500 endpoint devices at initial deployment. The solution must be scalable to support future expansion, accommodating up to 7,500 endpoint devices. Key functionalities should include endpoint posture assessment, guest self-onboarding with sponsor-based approval workflows, and seamless integration with third-party security solutions via standard APIs.		
1.10	The Solution should offer the flexibility to incorporate additional functionality for storage of asset inventory data and device posture history, allowing the BSES to retain asset inventory records for up to 180 days as BSES may need to search and monitor configuration changes and device posture to facilitate forensic investigations as needed.		

1.11	BSES reserve the right to conduct the onsite POC of Solution as a part of technical evaluation in live environment with 2,000 end pints. BSES Team may ask to demonstrate all or specific capabilities as per compliance sheet. Bidder/OEM must demonstrate the same within 7 working days. Bidder/OEM have to arrange POC Hardware & License of Solution. If Bidder/OEM fails to demonstrate such features, BSES may technically disqualify such solution/Bidder		
2	**Requirement Summary**		
2.1	Hardware appliance or Virtual Appliance with 1:1 or N:1 redundancy. If Virtual Appliance is proposed, it shall be offered with OEM recommended Hardware/VM Hypervisor		
2.2	It shall support minimum 100 authentications per second for 802.1x/RADIUS/TACACS+/Guest and minimum 30 clients/second for endpoint posture checking		
2.3	The proposed solution must include all necessary licenses from Day 1 to support a minimum of 5,500network-connected assets. This includes endpoints, routers, switches, desktops, IP phones, printers, and other devices. The licensing must enable comprehensive visibility and control, guest access management, and posture assessment functionality.		
2.4	5-Year 24x7 Hardware and Software Warranty		
3	**Device Profiling, Visibility Categorization and Assessment**		
3.1	The solution should provide comprehensive visibility by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services per endpoint of each & every device connected with the BSES's network and audit demands, regardless of device type, using contextual data and use this data for optimizing access policies		
3.2	Provide automatic detection and categorization of endpoints for security and audit demands, regardless of device type, using contextual data and use this data for optimizing access policies		
3.3	Stored profiling data should identify device profile changes and dynamically modify authorization privileges. For example, if a printer appears as a Windows laptop, the system can automatically deny access.		
3.4	Solution must get complete visibility of all open ports (TCP/UDP) of all connected device in the enterprise & help in Allows administrators to quickly take corrective action (Quarantine, Un-Quarantine, or Shutdown) on risk- compromised endpoints within the network.		
3.5	Solution should be able to detect, classify and restrict all endpoints dynamically mentioned above as soon as these are introduced to the BSES Generation Corporation's network based on various parameters (including and not limited to) as OS signature, OEM information, MAC address, IP address etc. Information may be fetched by querying the actual endpoints, or alternatively from the infrastructure, using MAC OUIs, using RADIUS, AD, HTTP, /Sflow, SPAN/Mirrored traffic, network scan, etc.		
3.6	Support passive device profiling methods such as DHCP, Span Ports, HTTP User-Agent, MAC OUI and TCP SYN-ACK handshakes		
3.7	Support active device profiling methods such as SNMP, Subnet Scan or SSH, WMI and NMAP Scan, Load balancing for profile scans, Scheduled Subnet scans & sFlow support.		

3.8	Agent or Agentless -The proposed solution must support both agent based & or Agentless deployment and provide complete posture analysis both with & without agent. BSES will be at its discretion to implement either agent based or Agentless solution at all endpoints.		
3.9	The Solution should support all the features& Functionalities like Profiling, Compliance check, Remediation, Blocking, reporting, alerting the device admin, notifying the end user etc. in both agent or Agentless mode (without installing any agents or executable files)		
3.10	The proposed solution must support central client installation on AD and non-AD endpoints with a zero touch deployment approach to the extent possible		
3.11	Internal device fingerprint dictionaries that provide a way to automatically or manually update periodically.		
3.12	Offer a comprehensive dashboard to see the total number of endpoints, and the number by category, family and device type.		
3.13	The propose solution should support Guest users on-boarding through self-register web portal (branding with BSES logo and images) and provide access of network as per the policy defined by the BSES to limit access to specific resources, length of connections and set automatic account expiry after a specified number of hours or days. User Credentials should be delivered through SMS or email.		
3.14	The proposed solution must support validation of endpoints through three methods: agentless (without installing any agents or executable files), persistent client-based agents, and dissolvable agents. It should ensure that endpoints comply with the company's posture policies, which include, but are not limited to, checks for: Latest OS patches Antivirus and antispyware software packages with up-to-date definitions Registry keys and values Installed applications Local firewalls Peer-to-peer (P2P) applications Disk encryption USB device checks		
3.15	The solution should provide comprehensive visibility by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services per endpoint of each & every device connected with the BSES's network.		
3.16	The solution should support both 802.1X and non-802.1X architecture and integration with BSES's existing network infrastructure without the need of any hardware and software upgrades required for 802.1X deployment. For Non-802.1X supported component it should support other Protocol viz. MAC Address based Authentication, SNMP, etc.		
3.17	The solution must automatically classify detected devices into categories based on their functions, such as Windows (all versions), Apple Mac, Printers, Network Devices, Linux, Unix, and IoT devices. This classification should be achieved without installing any agents or executable files on the endpoints.		

3.18	Solution should support auto-remediation of PC clients as well as periodic reassessment to make sure the endpoint is not in violation of company policies and must check the end device compliance before permitting access to the network.		
3.19	Solution must support discovery, classification and assessment with multiple IOT devices (e.g. IP Phone, IP Camera, IP Printers, IP Scanners etc.) without doing any changes in network infrastructure. Discovery of the IOT Devices with accurate classification (Based on OS, Vendor Model, MAC OUI, Network function) & assessment (where device are connected, how device is connected, Must be in appropriate segment, vulnerable (TCP/UDP) port assessment.		
3.20	The Solution must provide complete visibility of every connected devices in BYPL wired or wireless. Visibility must not only be limited to IP address, MAC address and Operating System but it should also include OS version.		
3.21	The solution must have ability to perform passive discovery of all IP-based devices such as Device type (computers, printers, network equipment).		
3.22	Solution must support functionality in both managed and un-managed switches. Solution must help in uncovering of unmanaged & unknown Switches through number of hosts detection, etc. and block non-compliant endpoints which are connected to un-managed switches.		
3.23	Solution must be able to detect all users (domain as well as local) including local admin across all endpoints.		
3.24	Solution must support controlling capabilities of USB devices (with Class level detection of Peripheral Devices like printer, imaging devices, WPD, Bluetooth, etc.) with and without endpoint agents.		
3.25	Solution should have option to create posture assessments policies by checking availability of latest OS patches, antivirus and antispyware software packages with current definition file variables (version, date, etc.), registries (key, value, etc.), and applications.		
3.26	Solution should have capability to establish user identity, location, and access history, which can be used for compliance and reporting.		
3.27	The solution must support all types of endpoints and devices used by BSES, regardless of vendor, operating system, or connection type (wired, wireless, VPN, etc.).		
3.28	The solution should support BSES's existing network infrastructure i.e. managed & unmanaged switches to block or limit the non-complied and rogue devices behind that.		
3.29	Solution should verify access by users to network resources according to an authorization scheme defined in an existing authorization system, such as Active Directory, RADIUS servers, TACACS etc. It shall allow enforcement of identity- based policies after an element is allowed in the network.		
3.30	Solution must be deployable in out-of-band model (with all feature& functionality) to ensure network keeps functioning even if the solution goes down for whatever reason.		
3.31	The proposed solution should be fully functional without requiring the deployment of a client, agent, or any executable file on endpoints with the support of AD Integration		
3.32	The solution should check for known vulnerabilities on Windows endpoints and remediate or handle the device as specified within the rule.		

3.33	The solution should be capable of performing IoT posture assessments by identifying all IoT devices, such as routers, switches, printers, IP cameras, and IP printers etc, that are using factory default credentials.		
3.34	The proposed NAC solution should provide Hardware/Asset Management information, including all TCP/UDP ports open in the network, hardware information of endpoints.		
3.35	The proposed solution should support vendor agnostic switch infrastructure and operate in a heterogeneous network with switches and routers from multiple OEMs such as Cisco, Juniper, 3com, Nortel, D-link etc. and legacy switches		
4	**Authentication, Authorization and Accounting (AAA)**		
4.1	Integrated scalable AAA services (authentication, authorization, and accounting) including access policy management with a complete understanding of context, such as user's role, device type, location, time of day etc.		
4.2	User and device authentication based on 802.1X, non-802.1X, and Web Portal access methods across multi-vendor wired networks, wireless networks, and VPNs. Should have RadSec support RADIUS/TLS, Per policy based Certificate support		
4.3	Usage of multiple authentication protocols concurrently, such as PEAP, EAP-FAST, EAP-TLS, EAP-TTLS, and EAP-PEAP-Public		
4.4	Fine-grained control using attributes from multiple identity stores, such as Microsoft Active Directory, Kerberos/LDAP-compliant directory/Open Database Connectivity (ODBC)-compliant SQL database/token servers/ internal databases across domains within a single policy		
4.5	Non-802.1X devices (such as printers, IP phones, IP cameras and IOT devices) can be identified as known, based on the presence of their MAC addresses in database, or unknown upon connecting to the network.		
4.6	Integrated TACACS+ server for secure authentication of device administrators, operators etc. RADIUS for user Authentication with varied privilege levels. It should keep a track of the changes made by the logged-in user		
4.7	Customizable Reporting with manual or scheduled reports in PDF/CSV/HTML formats, inventory dashboard showing details of learned devices, real-time monitoring of access requests and events, proactive alerts through Email/SMS		
4.8	HTTP/RESTful API's, syslog messaging and Extensions capability to exchange endpoint attributes with firewalls, SIEM, endpoint compliance suites and other solutions for enhanced policy management		
4.9	Mobile Device Management Integration to fetch information such as device manufacturer, model, OS Version, Jail-broken, presence of any black-listed application, MDM Agent installation status etc. and use this information in access policies		
4.10	The solution must support API-based integration with helpdesk software or ticketing tools to automatically generate a ticket when an endpoint is identified as non-compliant with defined security policies.		
4.11	Inbuilt utilities for interactive policy simulation and monitor mode for assessing the policies before applying to the production network		

4.12	Process inbound threat-related events (which are Syslog events received from any third-party vendor device, such as Firewall, SIEM) and perform enforcements and actions based on the defined enforcement policies and services.		
5	**Guest Access Management**		
5.1	Easy-to-use guest management solution for visitors, contractors, partners, etc. on wireless and wired networks using any type of device.		
5.2	Guest access through captive portal with extensive branding and customization including company logos, visual imagery and optional advertisements with multimedia content to extend organization's messaging		
5.3	Captive portal should have mobile device awareness to automatically size for smart phones, tablets and laptops		
5.4	Guest self-registration through the web portal, delivering username and password directly to the visitor's Web browser, or sent via email or SMS.		
5.5	Sponsor-based approval workflow to enable an internal employee to approve guest account before guest is allowed to access the network		
5.6	Customize guest access privileges to enforce access to specific resources, length of connections and set automatic account expiry after a specified number of hours or days		
5.7	Instead, guest access should be securely managed through sponsor-based approval, wherein an internal employee verifies and authorizes access by issuing login credentials via email or browser-based authentication. This approach ensures better security, accountability, and control over guest access.		
6	**Endpoint Posture Checking**		
6.1	Perform advanced endpoint posture assessments to ensure organization's compliance is met before devices connect		
6.2	Support the following operating systems and versions: Microsoft Windows 7 and above, Apple macOS 10.10 and above		
6.3	Users of unhealthy endpoints that do not meet compliance requirements, should receive a message about the endpoint status and instructions on how to achieve compliance		
6.4	Endpoint posture and health checks should include **(Not limited to)** Installed Applications, AntiVirus, Firewall, Network Connections, Patch Management, Peer to Peer applications, Virtual Machines, USB Devices etc,		
6.5	Provide persistent agent for operating system to provide continous monitoring of the end point with automatic remediation and control		
6.6	Offer web-based dissolvable agent for endpoint compliance check of personal and non IT-issued devices		
7	**Management:**		
7.1	Solution should have a Centralized Management for managing, monitoring & controlling for all the features of the NAC.		
7.2	Centralized Management solution must have executive, detail and customizable dashboard and support role-based users/admins.		
7.3	The solution should offer a built-in alerting mechanism through email & SMS based on the categorization of alerts.		
7.4	The solution should have a single web-based or client based. GUI console for admin users for managing the full functionalities of NAC solution.		

8	**Remediation & Control: Auto-remediation capability**		
8.1	Solution must be able to integrate with existing Antivirus for auto-remediation.		
8.2	Solution must validate list of blacklisted applications running on the machine.		
8.3	Solution must help BSES in enforcing security policies by blocking, isolating, and repairing non-compliant machines in a quarantine area without requiring administrator attention.		
8.4	Solution should help in checking assessment policies & should classify hosts as compliant & non-compliant. Auto-remediation should assist/ guide users through a self-remediation process.		
8.5	Solution must support auto-remediation on all the non- compliant end point like Update AV automatically, Update Patches automatically, Start Antivirus/ Patch Endpoint agent,		
8.6	The solution should be able to provide capability to run custom scripts on Windows endpoints to meet endpoint compliance.		
8.7	The solution should be able to provide capability to run custom scripts on Linux endpoints. Running a custom script or command is based on compliance policy or for auto- remediation.		
8.8	The solution should be able to provide capability to run custom scripts on windows/Apple devices. Running a custom script or command is based on compliance policy or for auto- remediation.		
8.9	Solution must provide a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, or tagging.		
9	**Continuous health check of endpoints**		
9.1	Solution should detect the behaviour of state-change on endpoints after authenticating and authorizing. Like after granting the access has to monitor the endpoint for any state change with respect to compliance requirement.		
9.2	The solution should be able to detect endpoint state changes (AV disabled, execution of an unauthorized application, etc.) and auto-remediation e.g. it should detect and disable unauthorized dual-homed endpoints. It should be done on a continuous basis rather than waiting for the next authentication event to happen.		
9.3	Solution should integrate seamlessly with BSES's existing IT infrastructure comprising of Routers, switches, firewalls, Antivirus solution, SIEM solution, Active Directory, vulnerability assessment tool, patch management solution etc		
9.4	The solution should support orchestration with various security solutions viz. firewalls, Antivirus solution, SIEM solution, Active Directory, vulnerability assessment tool, patch management solution etc. to dynamically control the rogue endpoints i.e. the endpoints should be quarantined, blocked, remediate by the solution without requiring administrator's attention. Eg: if any endpoint is notified as being rogue by antivirus solution or any other security solution, the NAC should dynamically block or quarantine the endpoint.		

9.5	In the event of complete failure of integrated solution which may impact in NAC solution working such as an Active Directory, the solution should be capable of ensuring business continuity with DR Solution to ensure BCP. Incase of NAC solution failure, operation should bypass the NAC Solution to seamless business operations		
10	**Reporting and administration**		
10.1	Solution must have built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations.		
10.2	Solution must collect and keep forensic evidence on any unauthorized access activity within the network as follow: Event timestamp, network events in sequence, host info, IP address, MAC address, switch info, etc.		
10.3	The solution must support the capability to generate reports on: All TCP/UDP open ports in the network		
10.4	Solution must be able to display information notifications in an interactive manner viz. email, etc.		
10.5	Solution should have built-in web console for monitoring, reporting, and troubleshooting to assist help-desk and network operators in quickly identifying and resolving issues. It also supports comprehensive historical and real-time reporting for all services, logging of all activities, and real-time dashboard metrics of all users and endpoints connecting to the network.		
10.6	The solution must include predefined, out-of-the-box reports that can be customized to meet the specific needs of BSES. It should support generating reports on a scheduled basis and on-demand in real-time. Additionally, it should have the capability to send these reports via email from the console to ensure timely access to critical information.		
10.7	The solution must bi-directionally integrate with Software deployement Software like BigFix/Intune/SCCM and help to do auto remediation for endpoint device.		
10.8	The solution should be able to integrate with BSES's existing SIEM solution		
10.9	The solution must be able to generate report on different parameters. i.e. Compliance, Non-Compliance, corporate, Guest, BYOD, Mobile Devices, IOT's etc.		
10.10	Solution should have ability to generate reports in different formats, such as CSV/ PDF/ Excel, etc.		
10.11	The solution should able to detect the endpoint at the instant it connects to BSES network		
10.12	The solution should provide complete details about endpoints connected.		
10.13	The solution should provide all the capabilities mentioned in all the above sections		
10.14	The solution should able to restrict communication to a non-compliant device which is connected to a hub/unmanaged switch, while another compliant device which should remain functional.		
11	**Support requirements**		
11.1	OEM of the solution must have its own technical support center in India		
11.2	The OEM should offer 24/7 remote support for the software,		
11.3	Bidder has to maintain the Security solutions and its related components and BSES should have direct access to OEM TAC support on 24x7x365 basis throughout the period of the contract with the BSES i.e. for 5 years.		

SCOPE OF WORK:

S. No	The Scope of Work includes the following components
1	The SI shall ensure that all the supplied hardware /software and upgrades for the solution shall have a support upto next 7 years from the date of issue of Contract Order.
2	The NAC solution license preferred perpetual, if perpetual not be available subscription license can also provide for 5 years.
3	BSES Yamuna intends to procure Network Access Control solution (NAC) for securing BYPL elements at various locations. The proposed solution must include at least five years maintenance support, update and upgrade directly from the manufacturer.
4	Network Access / Admission Control solution (NAC Solution) should do exactly what the name implies—control access to the network with policies, including pre-admission endpoint security policy checks and post-admission controls over where users and devices can access the BYPL's network. The management of the solution should be done centrally through a Central End Point Manager to be delivered by the successful bidder
5	Successful bidder should provide/deliver the physical appliance-based NAC solution and the hardware/appliance should support 5,500elements from day one of implementation and scalable up to 7,500 for next 5 years without any commercial impact
6	The successful bidder should have back-to-back agreement with the OEM for Hardware and Software related issues, troubleshooting, patching, support through call centre or customer web portal and any other services which BYPL is entitled to obtain from the OEM. The Bidder and BYPL should be able to log a call with the OEM directly.
7	Successful Bidder will provide detailed solution architecture, design, traffic flow and plan of implementation before final deployment of the NAC solution in our BYPL. The Successful bidder should submit the required technical details, brochure of all the products offered duly supported by schematic diagrams, solution document and technical specifications of each component offered should be furnished as part of the Technical Bid. The same should be verified & certified by OEM. Bidder must submit, along with the technical bid, the deployment plan with hardware sizing as per BYPL environment, all the pre-requisites required for solution deployment which may include the list of Ports and Services required to be opened on the Network equipment like Firewall, Router etc. at all the locations for implementing the solution, configuration changes required at router or switch level, integration requirements with Active Directory Solution, SIEM, EDR, reporting and backup features, proposed solution's scope in case of disaster, etc.
8	The successful bidder needs to coordinate with the respective BYPL officials at Branches/Circle Office/ Division Office in respect of installation and operationalization of the solution under the scope of this RFP. The successful bidder has to provide detailed SOP and checklist for implementation at branches/Circle office/ Division Office/Head Office/training centres.
9	The successful bidder needs to ensure that all BYPL IP devices including but not limited to PCs, laptops, printers, scanners, VC devices, IP phones, printers/kiosks, Attendance Machine, IP cameras etc. are brought into purview of NAC before the installation is deemed to be complete. Successful bidder to provide hardware replacement and Software support within 4 working hours, as per terms and conditions of the RFP.
10	Successful bidder's technical/implementation team will be onsite at BYPL till complete installation, implementation and project signoff. The Project Sign off will be given only when all the eligible elements/devices are covered under NAC solution with full functionalities. Project shall be supervised by the OEM and project sign off shall be given only after getting satisfactory report of implementation of this project from the OEM and the BYPL.

11	During the implementation, the performance or security of the existing network setup should not be compromised.
12	The successful bidder shall handle all matters including the configuration, implementation, operation, monitoring, management and maintenance of the NAC devices.
13	The bidder shall also be responsible for other related activities such as unpacking, operation, inspection, POST etc. Integration involves changes need to be made in configuration of the supplied equipment to enable all the functional features to work in tandem with the existing devices.
14	No changes without the permission of the BYPL, in the existing BYPL infrastructure should be made for NAC deployment. The deployment should support a zero-touch deployment approach. Deployment should be done with no downtime and minimum impact to the working of BYPL offices while considering the existing network resources and infrastructure available with the BYPL.
15	The solution should support incremental and full back up of the solution.
16	The successful bidder has to notify, provide and install any updates, patches, signatures and upgrades for the solution as and when released by the OEM & has to ensure installation of the updates, patches, signatures, version upgrades and any other upgrades for the solution as and when released by the OEM after due approval from the BYPL during the contract period with no additional cost to the BYPL. If the BYPL suffers any kind of material/financial loss due to non-compliance of this clause, the successful bidder will be penalized @ 1 % of PO (Purchase Value) value for reputational / material loss and equivalent amount in INR in case of financial loss.
17	The Successful bidder should participate and provide necessary support during the DC- DR Drill, during real disaster or any other location as desired by the BYPL
18	The OEM should provide 24x7 technical support through phone and Web portal for Support, Product Updates, Patches, Signatures and access to Technical Library and Product Documentation during the entire contract period with no additional cost to the BYPL. It will be the responsibility of the successful bidder to ensure this.
19	Bidder has to design solution as per BYPL infrastructure & scalability as defined in the RFP & provide, install, configure the devices / solution accordingly. In case existing devices reached to threshold value of 75 %, bidder has to replace the same with higher capacity model or need to upgrade the existing model to take care any future load without any extra cost to the BYPL.
20	BYPL requires similar set up at DR site also (located at SRD) which should cater to the requirement defined in the RFP. DC & DR site will run in Active-Passive mode or Active –Active mode (as desired by the BYPL at any point of time). Any software required to sync DC setup & DR setup of this solution should be provided by the bidder.
21	Successful bidder has to integrate with other security solution of the BYPL such as Firewalls at DC & DRS, IPS, SIEM Solution, EDR, VA/PT Tool, Active Directory (Microsoft), Desktop & patch Management, etc. and perform the Orchestration as per requirement of BYPL. The bidder should provide necessary licenses as a part of the solution if required to connect / integrate with other above solutions.
22	Bidder should provide the base line security document for configurations of devices/solution as per the BYPL suitable environment.
23	Bidder has to comply the audit observations conducted by the BYPL or any controlling authorities during the contract period.
24	The Bidder shall have well-defined call escalation matrix and shall update it on regular basis and updated list be submitted on half yearly basis or whenever there is update.
25	During the contract period, the successful bidder will also provide & install the latest versions of software at no extra cost to the BYPL.
26	All necessary entitlements, papers of license, etc. for both hardware and software should be provided to the BYPL at designated Email ID.

27	Bidder to arrange and provide exhaustive training at OEM's lab (Prior to the implementation) to the BYPL nominated persons (not more than 5). Training plan, scope and duration of the same to be shared with the BYPL and has to be mutually agreed before finalizing the training/refresher course.	
28	The successful bidder will arrange for team of experts for the solution from OEM to carry out trouble shooting if required, at the time of proof of concept and at the time of installation or in case of any issues with the installed solution in coordination with the IT.	
29	The successful bidder including OEM will be required to submit an undertaking, explicitly stating their commitment to provide full technical support, operational and maintenance support to BYPL during the warranty period.	
30	BYPL may conduct the VA/PT with the offered solution after implementation and bidders need to close all the finding.	
31	The bidder shall ensure an annual review of the NAC solution to fine-tune performance, address any gaps, and implement necessary upgrades throughout the 5-year period—without any additional commercial impact.	
Training Requirement	The Bidder will be responsible for training the BYPL's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas	
	a. Functionality available in the solution, b. New functionality customized (if any), c. Parameterization, d. Impact Analysis, e. Generating various MIS/EIS reports from the solution provided, f. System and Application administration, g. Log analysis and monitoring	
	All the trainings would be held at the appropriate sites (Bidder and BYPL premises as identified at the time of training) and the Bidder has to organize the trainer from OEM.	
	The above training has to be conducted within one months of signoff and is exclusive of OEM trainer. OEM training is to be provided every year to the BYPL team	
Project Plan for Implementation	The Bidder will be expected to deliver to the BYPL one (1) physical copy and one (1) electronic copy of documentation deliverables and online context-sensitive help module included in the software to enable the BYPL's personnel to use and understand the operations of the deliverables. Following are the key project milestones and associated timeline, which will be revisited during due-diligence phase and mutually agreed basis the identified scope.	
	Milestone	**Timeline**
	1. SRS and design finalization of complete project	Within 2 weeks
	2. Implementation & Customization (NAC Solution)	Within 6 Weeks
	3. Implementation & Customization (NAC)	Within 8 Weeks
	4. UAT Sign off for Both modules (NAC)	Within 10 Weeks
	5. Go Live of the project	Within 12 Weeks