

Tender Document

“Supply, Software & Subscriptions and Services for Firewall”

NIT NO:- CMC/BY/20-21/RB/KD/30 on dated 13.01.2021

Due Date for Submission: 02.02.2021, 02:00 PM

**BSES YAMUNA POWER LIMITED (BYPL)
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032
CIN: U40109DL2001PLC111525
GST No. 07AABCC8569N1Z0
TEL: 011 4124 9808
WEBSITE: www.bsedelhi.com**

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SECTION – I
REQUEST FOR QUOTATION (RFQ)

1.00 Event Information

- 1.01** BYPL invites sealed tenders in 2 envelopes from reputed manufacturers or their authorized distributor/dealer. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly superscribed as – “BID FOR AWARD OF Contract for “Supply, Software & Subscriptions and Services for Firewall” in BYPL

” NIT NO CMC/BY/20-21/RB/KD/30 DUE ON 02.02.2021, 02:00 PM”.

Sl. No	Item Description	Technical Specification	Estimated Cost	EMD Cost	Delivery location
1	Supply, Software & Subscriptions and Services for Firewall	As per “Section IX”	₹ 95.00 Lakhs	₹ 1.90 Lakhs	BYPL’s Offices/ Stores

- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of ₹ **1180/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto **02.02.2021, 02:00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD-->Tenders --> Open Tenders**.
In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.
- a) Offers will be received upto **02.02.2021, 02:00 PM**. at the address given below. Part A of the Bid shall be opened on **03.02.2021, 03:30 PM** Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

Head of Department
Contracts & Materials Dept.
BSES Yamuna Power Ltd
3rd Floor, A Block
Shakti kiran Building, Karkardooma
Delhi 110032

- 1.04 BYPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents.
- 1.05 Tender will be summarily rejected if:
- (i) **Earnest Money Deposit (EMD)** of value ₹ 1,90,000/- is not deposited in shape of BG drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
 - (ii) The offer does not contain “FOR NEW DELHI” prices indicating break-up towards all GST.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender is received after due date and time.
 - (v) Tender is not serially numbered and is not induplicate copy.

2.0 Qualification Criteria:-

1. The bidders are OEM/ OEM Channel partner should have minimum average turnover of ₹ 2.5 Cr per annum out of Indian operation from the sale of firewall during the last two (2) years ending March 2020.
2. The bidders are OEM/ OEM Channel partner shall have executed 2 no order of min 50 Lakh or 1 Cr orders of 2 Cr in India in the last 2 years.
3. The bidders are OEM/ OEM Channel partner must have successfully implemented at least 2 (two) projects of firewalls in last 2 years.
4. The bidders /OEM Channel partner should have submitted Manufacturer Authorization Form **(MAF)** along with bid documents.
5. BYPL reserves the right to waive minor deviation if they do not materially affect the ability of the bidder/ OEM to perform the order.
6. The bidders are OEM/ OEM Channel partner should have adequate experience in the field of firewall.
7. Bid without proof of the above certificate will be disqualified.
8. The bidders are OEM/ OEM Channel partner should have not been debarred/ blacklisted in other utilities in India. No joint ventures/ consortiums are allowed

3.00 Bidding and Award Process

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

3.01 BID SUBMISSION

The bidders are required to submit the bids in 2(two) parts and submitted in 1 original + 1 duplicate to the following address

**Head of Department
Contracts & Materials Dept.
BSES Yamuna Power Ltd
3rd Floor, A Block
Shakti kiran Building, Karkardooma
Delhi 110032**

PART A : **TECHNICAL BID** comprising of following

- EMD
- Non-refundable demand draft for ₹ 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria i.e, Copies of the following for last 3 years duly notarized and certified by C.A.
i) Balance sheet ii) Annual profit & loss statement iii) Annual turnover, iv) Capacity.
- Copies of Performance Certificates, & other documents to support the QC as per Clause 2.0
- Technical Literature/test report etc
- Original Tender documents duly stamped & signed on each page as token of acceptance
- Power-of-Attorney for signing the bid
- Acceptance to Commercial T & C viz Delivery period, Payment terms, PBG, Warranty, Liquidated Damages etc
- Authorized certificate in case of dealer/distributor.

- PART B : **FINANCIAL BID** comprising of
- Price strictly in the Format indicated later indicating Break up of basic price, taxes & duties, Freight etc

3.02 TIME SCHEDULE

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

S. No.	Steps	Due date
1	Date of Sale of Bid Documents from	13.01.2021, 02:00 PM
2	Last Date of Queries, if any	02.02.2021, 02:00 PM
3	Last Date of Receipt of Bid Documents	02.02.2021, 02:00 PM
4	Date & Time of Opening of PART A - Technical and Commercial Bid	03.02.2021, 03:30 PM
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

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

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

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

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

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

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

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

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

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

4.00 Award Decision

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without citing any reason.
- 4.03 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

4.04 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.

4.05 **QTY VARIATION:** The purchaser reserves the rights to vary the tender quantity.

5.00 Market Integrity

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

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

6.00 Supplier Confidentiality

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

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

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

7.0 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address. The same shall not be communicated through email/phone. Any corrigendum/addendum/modifications in the tender documents shall be uploaded in website

	Technical	Commercial
Contact Person	Ashwani Aggarwal	Rakesh Bansal
Email Id	Ashwani.Aggarwal@relianceada.com	Rakesh.Bansal@relianceada.com
Address	3rd Floor, B Block, Shakti Kiran Building, Karkardooma, Delhi-32	3 rd Floor , A-Block, Shakti kiran Building, Karkardooma, Delhi 110032
Phone	011-39999636	011-39999230

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1.0 This BSES Yamuna Power Ltd, hereinafter referred to as “The Purchaser“ are 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.

2.0 SCOPE OF WORK

The scope shall include Design, Manufacture, Testing, Commissioning and Integration at works conforming to the Technical Specifications/TS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser’s stores/site

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 own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

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

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

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

- | | |
|--|----------------|
| (a) Request for Quotation (RFQ) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section - II |
| (c) Terms & Conditions of Contract (T&C) | - Section -III |
| (d) Delivery schedule | - Section IV |

- | | |
|-------------------------------------|----------------|
| (e) Bid Form | - Section V |
| (f) Price Format | - Section VI |
| (g) EMD Format | - Section VII |
| (h) Commercial Terms And Conditions | - Section VIII |
| (i) Technical Specifications (TS) | - Section –IX |

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 will may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

6.04 Purchaser shall reserve the rights to following:

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

6.05 **Bidders are requested to visit 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) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by authorized signatory.

9.0 BID FORM

9.01 The Bidder shall submit one "Original" and one "Copy" of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD amounting to 2% of the total bid value (FOR Destination) i.e. ₹ 1,90,000/-. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

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

- (a) Bank guarantee in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for One Twenty (120) days after due date of submission drawn in favour of BSES Yamuna Power Ltd

The EMD may be forfeited in case of:

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

or

- (b) The case of a successful Bidder, if the Bidder does not

- (i) Accept the Purchase Order, or

- (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Supply 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, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

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

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

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.
- 14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —"Technical Bid & EMD". The price bid shall be inside another sealed envelope with superscribed "Financial Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be superscribed with —"Tender Notice No. & Due date of opening".
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Purchaser.

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date 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 9.0, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will then-after is subject to the deadline as extended.

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant

to Clause 16.0, will be declared "Late" and may be rejected

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

- 19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission subject to any corrigendum/addendum/modifications in the tender documents uploaded in 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 in order 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.

23.0 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 would be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders would be evaluated.

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

23.03 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 Bidding Documents shall be evaluated. **The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.**

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

24.01 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.

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

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

26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order to other bidders in the tender, provided it is required for timely execution of 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 3 days of issue of the letter of intent /Notification of Award by Purchaser.

29.0 PERFORMANCE BANK GAURANTEE

Within 1 month of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the total basic (Ex-works) value of Contract. The Performance Bond shall be valid for a period of 60 months from the date of LOI plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRADULENT 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 the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION – III

TERMS AND CONDITIONS (T&C)

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

2.0 Definition of Terms

- 2.01** "Purchaser" shall mean BSES 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 & Condition, and 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 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 on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.
- 4.03** Quantity variation and additional requirement 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 standards / values and get the approval of Purchaser before proceeding further. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier 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 which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.
- 5.07** Authorized distributor shall arrange to visit/inspect the items at manufacturer's site / lab during manufacturing (if desired by purchaser).

6.0 Packing, Packing List & Marking

- 6.01 Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit.
- 6.02 Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

7.0 Prices/Rates/Taxes

7.01 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, any other local charges.
- b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/site.
- c) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

8.0 Terms of payment and billing

- 8.01** For Supply of Equipments:
100% payment shall be made within 30 days from the date of receipt & acceptance of material at store/site and installation.
- 8.02** Bidder to submit the following documents against dispatch of each consignment:
- i. Consignee copy of LR
 - ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
 - iii. Original certificate issued by BYPL confirming receipt of material at site and acceptance of the same.
 - iv. Dispatch clearance & inspection report issued by the inspection authority
 - v. Packing List.
 - vi. Test Reports
 - vii. Guarantee Certificate.

9.0 Price Validity

- 9.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days from the due date of submission. For awarded suppliers, the prices shall remain valid and firm till contract completion.

10.0 Performance Bank Guarantee

10.01 To be submitted along with the invoice, supplier shall establish a performance bond in favor of BYPL in an amount not less than ten percent (10%) of the total price (without GST) of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of 60 months from the date of supply plus 3 months claim period.

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

11.0 Forfeiture

11.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by 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 set forth in the Contract.

11.02 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 set forth in the contract.

12.0 Release

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

13.0 Warranty/Defects Liability Period

13.01 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 15 days from the date of receipt of intimation.

14.0 Return, Replacement or Substitution.

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

15.0 Effective Date of Commencement of Contract:

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

16.0 Time – The Essence of Contract

16.01 The time and the date of completion of the “Supply” as stipulated in the Letter of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the “Contract”. The Supply has to be completed no later than the aforesaid Schedule and date of completion of supply.

17.0 The Laws and Jurisdiction of Contract:

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

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

18.0 Events of Default

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

- (a) Supplier fails or refuses to pay any amounts due under the Contract;
- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (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.

19.0 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.

20.0 Penalty for Delay

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

20.02 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

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

21.0 Statutory variation in Taxes and Duties

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

22.0 Force Majeure

22.01 General

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

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

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

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

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

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.

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

22.04 Mitigation of Events of Force Majeure Each Party shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

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

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

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

22.08 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.

22.09 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 failure to perform such obligations shall be due to an event of Force Majeure."

23.0 Transfer and Sub-Letting

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

24.0 Recoveries

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

25.0 Waiver

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

26.0 Indemnification

26.01 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.

SECTION – IV

QUANTITY AND DELIVERY REQUIREMENT

Sl. No.	Item Description	Specification	Required Delivery Schedule	Delivery location
1	Supply, Software & Subscriptions and Services for Firewall	As per “Section IX”	30 days from the date of PO	BYPL’s Offices/ Stores

Note:

Quantity may vary to any extent of +/- 30% of above mentioned total quantity.

SECTION – V

BID FORM

To

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Ltd
Shakti kiran Building, Karkardooma,
Delhi 110032

Sir,

1 We understand that BYPL is desirous of procuring..... for its 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 of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission 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 supply of equipments/materials and the prices have been quoted accordingly.

7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance 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, in accordance with the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

BID SUBMISSION FORM

Offer No.:

Date:

To,

Head Contract and Material
BSES YAMUNA POWER LIMITED
3rd Floor "A" Block, Shakti Kiran Building,
Delhi-110032 (INDIA).

Dear Sir,

In response to your Tender No. CMC/BY/20-21/RB/KD/30 for Supply and Services for firewalls" for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.

1. Bidder Name :
2. Website Address :
3. Email Address :
4. Address for Communication :

.....
.....

5. Telephone Number :
6. Fax/Telefax Number :
7. Authorized Person - Name :

a. Designation:.....

b. Mobile No. :

c. Email-ID :

8. Authorized Person for E-Auction -Name :

a. Designation:.....

b. Mobile No. :

c. Email-ID :

9. PAN Number :

10. TIN Number :

11. Service Tax Regn. No. :

12. ECC Number :

13. Particulars of EMD

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

14. Particulars of Tender Fee

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

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

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2017-2018		
2018-2019		
2019-2020		
Average Turnover		

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

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

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

- i)
- ii)
- iii)

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our Knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains No. of pages including all Annexure and Enclosures.

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

SECTION – VI

PRICE FORMAT

(A) SUPPLY PART- MAIN								
S.NO.	Material	UoM	QTY	Unit Basic Rate	GST Rate (In %age)	GST Rate (In Value)	Unit Rate with tax	Total Amount
1	Cisco Firepower 2130 (As per BOQ attached in Technical Specification)	Nos	2					
2	Cisco Firepower 2120 (As per BOQ attached in Technical Specification)	Nos	2					

(B) Software & Subscriptions									
S.NO.	ITEM	Description	Period in month	QTY	Unit Basic Rate	GST Rate (In %Age)	GST Rate (In Value)	Unit Rate with tax	Total Amount
1	SF-FMC-VMW-10-K9	Cisco Firepower Management Center, (VMWare) for 10 devices	-	1					
2	L-FPR2130T-TM	Cisco FPR2130 Threat Defense Threat and Malware License	-	2					
3	L-FPR2130T-TM-5Y	Cisco FPR2130 Threat Defense Threat and Malware 5Y Subs	60	2					
4	L-FPR2120T-TM=	Cisco FPR2120 Threat Defense Threat and Malware License	-	2					
5	L-FPR2120T-TM-5Y	Cisco FPR2120 Threat Defense Threat and Malware 5Y Subs	60	2					

(C) SERVICES									
S.NO.	ITEM	Description	Period in month	QTY	Unit Basic Rate	GST Rate (In %age)	GST Rate (In Value)	Unit Rate with tax	Total Amount
1	CON-ECMU-SFFMCK9VC	SWSS UPGRADES Cisco Firepower Management Center, (VMWare)	60	01					
2	CON-SNTP-FPR2130W	SNTC-24X7X4 Cisco Firepower 2130 NGFW Appliance, 1U,)	60	02					
3	CON-SNTP-FPR21GFN	SNTC-24X7X4 Cisco Firepower 2120 NGFW Appliance, 1U	60	02					
4	One time Installation & Configuration charges (Professional Charges)		-	01					

Date:

Signature with Seal

Place :.....

Note:

1. Prices shall be Firm
2. The prices received without break up of ex-works, Freight, GST are liable for rejection
3. Please indicate the exact percentage of taxes in figures and words
4. If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail

Reverse Auction Event

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

Signature & seal of the Bidder

SECTION VII

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of 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 twenty (120) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

SECTION VIII

COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of offer	
2	Price basis	a) "Firm" , FOR Delhi store basis. Prices shall be inclusive of GST, freight upto Delhi stores. b) Unloading at BYPL stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	100% payment within 30 days after receipt & acceptance of material at stores/site and installation	
4	Delivery schedule	Within 30 days from the date of PO	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	(one) 1% of the basic(ex-works) PO value per week of delay or part thereof, subject to maximum of (Ten)10% of the total basic(ex-works) PO value of undelivered units.	
7	Performance Bank Guarantee	10% of total PO value (w/o tax value) valid for 60 months after supply plus 3 months towards claim period	
8	Reverse Auction Event	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-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.	

Bidder should furnish the below details for future communication:-

General Information

Full Name of the Company:

Postal Address:

For Commercial Clarification(s)

Name:

Designation:

E-Mail:

Mobile No.:

Telephone No.:

Communication Details

Bidder should furnish the below details for future communication:-

<u>GENERAL INFORMATION</u>	
NAME OF COMPANY	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON:	NAME:	DESIGNATION:
E-MAIL:	MOBILE NO:	TELEPHONE NO:

FOR COMMERCIAL QUERY:		
CONTACT PERSON:	NAME:	DESIGNATION:
E-MAIL:	MOBILE NO:	TELEPHONE NO:

Tender No: CMC/BY/20-21/RB/KD/30

NO DEVIATION SHEET- TECHNICAL

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

NO DEVIATION SHEET- COMMERCIAL

SL NO	SL NO OF COMMERCIAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

QUALIFICATION CRITERIA

S No	Qualification Criteria	Description by bidder with qualifying the fulfillment	Documentary Evidence attached page no. detail
1	The bidders are OEM/ OEM Channel partner should have minimum average turnover of ₹ 2.5 Cr per annum out of Indian operation from the sale of firewalls during the last two (2) years ending March 2020.		
2	The bidders are OEM/ OEM Channel partner shall have executed 2 no order of min 50 Lakh or 1 Cr orders of 2 Cr in India in the last 2 years.		
3	The bidders are OEM/ OEM Channel partner must have successfully implemented at least 2 (two) projects of firewalls in last 2 years.		
4	The bidders /OEM Channel partner should have submitted Manufacturer Authorization Form (MAF) along with bid documents		
5	BYPL reserves the right to waive minor deviation if they do not materially affect the ability of the bidder/ OEM to perform the order.		
6	The bidders are OEM/ OEM Channel partner should have adequate experience in the field of firewall.		
7	Bid without proof of the above certificate with be disqualified.		
8	The bidders are OEM/ OEM Channel partner should have not been debarred/ blacklisted in other utilities in India. No joint ventures/ consortiums are allowed		

The manufacture should send the compliance of above mentioned parameters in technical offer and has to give an under about no objection to verify his manufacturing facility as a part of tender process.

SECTION IX

TECHNICAL SPECIFICATIONS (TS)

Firewall		
Sr.No.	Specification	Description
1	Type	Data Center Firewall(Internal)
2	NGFW firewall connections	1 Million
3	NGFW throughput (Mbps) with IPS	2-3 Gbps
4	NGFW new connections/second	35K
5	Max Packets per second (64 byte)	1 Million
6	Memory	16GB
7	System Flash Memory	8GB
8	Integrated ports	4-10/100/1000 and 4-10G Port + 1 Mgmt Port
9	Maximum VLANs	200
10	Intrusion Prevention	Required
11	Content Security (anti-virus, anti-spyware, file blocking)	Required
12	Application-layer firewall services	Required
13	Layer 2 transparent firewall	Required
14	High availability support	Active/Standby & Active/Active or Clustering
15	Latest Software version	Updated
16	SSL and IPsec VPN services	Not Required
17	Number of Policy	12000
18	Centralized Management	Centralized configuration, logging, monitoring, and reporting
19	Redundant Power Supply	Required
20	IPS	Required
21	Advanced Malware Protection	Required
22	Routing protocols support	BGP/OSPF & Static Routing

Services	
Sr. No.	Job Description
	Supply of Material
1	Delivery of 2 Firewalls at Karkardooma Data Center
2	Delivery of 2 Firewalls at Shankar Road SCADA Center.
	Study & Design:
1	Understand the current Setup.
2	Study of existing firewall configuration
3	Recommendation on Firewall placing & change in network architecture
4	Additional Security features apart from existing firewall
	Powering on Devices & Configuration of Firewalls
1	Assembling hardware
2	Powering on devices
3	Installation & configuration of Cisco FMC on VM
4	Deploying licenses
5	Migration of configuration from current to supplied devices
6	Creating & applying threat defense & malware policy
7	Testing of High availability between devices
	Installation of Firewalls
1	Mounting of first firewall in place of old standby firewall
2	Cabling on first firewall as per configuration
3	Shifting of live traffic on New Firewall by removing old Active firewall
4	Introducing second firewall in place of old active firewall
5	Cabling on second firewall as per configuration
6	High availability testing
7	Testing of all services as per firewall policy
	Training & Sign Off
1	Training on Security features, FMC & Threat defense policies

BOQ (BILL OF QUANTITY)

Inclusive but not limited of the followings

(A) SUPPLY PART- MAIN				
S.NO.	ITEM	Description	UoM	QTY
1	FPR2130-FTD-HA-BUN	Cisco Firepower 2130 Threat Defense Chss,Subs HA Bundle	Nos	1
2	FPR2130- NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	Nos	2
3	PWR-CORDIND-D	Power Cord for India	Nos	4
4	SF-F2K-TD6.3- K9	Cisco Firepower Threat Defense software v6.3 for FPR2100	Nos	2
5	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise Class	Nos	8
6	FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140	Nos	2
7	FPR2K-SLIDERAILS	Firepower 2000 Slide Rail Kit	Nos	2
8	FPR2K-NMBLANK	Firepower 2000 Series Network Module Blank Slot Cover	Nos	2
9	FPR2K-FAN	Firepower 2000 Series Fan Tray	Nos	2
10	FPR2K-PWRAC-400	Firepower 2000 Series 400W AC Power Supply	Nos	4
11	FPR2K-SSDBBLKD	Firepower 2000 Series SSD Slot Carrier	Nos	2
12	CVR-QSFP-SFP10G	QSFP to SFP10G adapter	Nos	4
13	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise- Class	Nos	4
14	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	Nos	2
15	FPR2120-FTD-HA-BUN	Cisco Firepower 2120 Threat Defense Chss,Subs HA Bundle	Nos	1
16	FPR2120-NGFW-K9	Cisco Firepower 2120 NGFW Appliance, 1U	Nos	2
17	PWR-CORD-IND-D	Power Cord for India	Nos	2
18	SF-F2K-TD6.3-K9	Cisco Firepower Threat Defense software v6.3 for FPR2100	Nos	2
19	GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	Nos	8
20	FPR2K-SSD100	Firepower 2000 Series SSD for FPR-2110/2120	Nos	2
21	FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	Nos	2

(B) Software & Subscriptions				
S.NO.	ITEM	Description	Period in month	QTY
1	SF-FMC-VMW-10-K9	Cisco Firepower Management Center, (VMWare) for 10 devices	-	1
2	L-FPR2130T-TM	Cisco FPR2130 Threat Defense Threat and Malware License	-	2
3	L-FPR2130T-TM-5Y	Cisco FPR2130 Threat Defense Threat and Malware 5Y Subs	60	2
4	L-FPR2120T-TM=	Cisco FPR2120 Threat Defense Threat and Malware License	-	2
5	L-FPR2120T-TM-5Y	Cisco FPR2120 Threat Defense Threat and Malware 5Y Subs	60	2

(C) SERVICES				
S.NO.	ITEM	Description	Period in month	QTY
1	CON-ECMU-SFFMCK9VC	SWSS UPGRADES Cisco Firepower Management Center, (VMWare)	60	1
2	CON-SNTP-FPR2130W	SNTP-24X7X4 Cisco Firepower 2130 NGFW Appliance, 1U,)	60	2
3	CON-SNTP-FPR21GFN	SNTP-24X7X4 Cisco Firepower 2120 NGFW Appliance, 1U	60	2
4		One time Installation & Configuration charges (Professional Charges)	-	1

Technical Bid Submission Check List			
S. No.	Description	BYPL Requirement	Bidder's Compliance
1	Tender No.	Required	CMC/BY/20-21/RB/KD/30
2	Technical Specification reference number	Required	
3	Communication Details		
3.1	Name of the Bidder	Required	
3.2	Name of Authorized contact person	Required	
3.3	Contact No. of Authorized contact person	Required	
3.4	E-mail id of Authorized contact person	Required	
4	Document Submission Format		
4.1	Documents shall be submitted in Box file/spiral binding. Any other format is not acceptable	Required	
4.2	Index of documents with page numbers for each document	Required	
4.3	Separator with document description shall be provided before each document	Required	
5	Qualifying Requirement Compliance		
5.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Not-Required	
5.2	Detailed Documents supporting compliance of qualifying criteria	Not-Required	
6	Drawings/ Documents as per Technical Specification.		
6.1	Signed copy of technical specification	Required	
6.2	Deviation Sheet	Required	
6.3	Other drawing/ documents mentioned in technical specification	Required	
7	Soft copy of complete technical bid through E-mail	Required	
<p>Note: Submission of Technical bid check list along with all items mentioned in the check list is mandatory. Order of documents shall be strictly as per the technical bid check list. Bids with incomplete/ wrong information are liable for rejection.</p>			

BID SUBMISIION CHECK LIST

SI No	Item Description	BYPL Requirement	Bidder's Compliance (YES/NO)
1	INDEX	Required	
2	COVERING LETTER	Required	
3	BID FORM (UNPRICED) DULY SIGNED	Required	
4	BILL OF MATERIAL (UNPRICED)	Required	
5	TECHNICAL BID	Required	
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	Required	
7	FINANCIAL BID (IN SEALED ENVELOPE)	Required	
8	EMD IN PRESCRIBED FORMAT	Required	
9	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	Required	
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	Required	