

**NOTICE INVITING TENDER (NIT)**

**FOR**

**PROCUREMENT OF VMWARE LICENSE**

**NIT: CMC/BY/22-23/RS/SS/20**

**Date : 17.06.2022**

**Due Date for Submission of Bids :07.07.2022**

**BSES YAMUNA POWER LTD (BYPL)**

**BSES YAMUNA POWER LTD (BYPL)  
CONTRACTS & MATERIALS DEPT.,  
SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032  
CIN: U40109DL2001PLC111525  
WEBSITE: [www.bsedelhi.com](http://www.bsedelhi.com)  
GSTIN: 0711BCC8569N1Z0**

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**INDEX**

S.NO	DOCUMENT DESCRIPTION	PAGE NO
<b>VOLUME-I</b>		
1	<b>SECTION - I : REQUEST FOR QUOTATION (RFQ)</b>	4-7
2	<b>SECTION - II: INSTRUCTIONS TO BIDDER (ITB)</b>	8-15
3	<b>SECTION - III: GENERAL CONDITIONS OF CONTRACT(GCC)</b>	16-25
4	<b>SECTION - IV: QUANTITY AND DELIVERY REQUIREMENT</b>	26
5	<b>SECTION - V: TECHNICAL SPECIFICATION (TS)</b>	27-30
6	<b>SECTION - VI: VENDOR CODE OF CONDUCT</b>	31-35
<b>VOLUME-II</b>		
7	<b>ANNEXURE - I: BID FORM</b>	37
8	<b>ANNEXURE - II: EMD FORMAT</b>	38
9	<b>ANNEXURE - III: PRICE FORMAT</b>	40
10	<b>ANNEXURE - IV: COMMERCIAL TERMS &amp; CONDITIONS</b>	41
11	<b>ANNEXURE - V: SCHEDULE OF DEVIATIONS</b>	42
12	<b>ANNEXURE - VI: QUALIFICATION CRITERIA</b>	43
13	<b>ANNEXURE - VII: REVERSE AUCTION EVENT</b>	44
14	<b>ANNEXURE - VIII: MANUFACTURE'S AUTHORIZATION LETTER</b>	45
15	<b>ANNEXURE - IX: BIDDER DETAILS FORM</b>	46-48
16	<b>ANNEXURE - X: SELF DECLARATION FORM</b>	49

**VOLUME - I**

**SECTION - I**

**REQUEST FOR QUOTATION**

**FY 22-23**

**Tender Notification : CMC/BY/22-23/RS/SS/20**

**Date : 17.06.2022**

**PROCUREMENT OF VMWARE LICENSE**

**REQUEST FOR QUOTATION****1.00 Event Information**

**1.01** BYPL invites Sealed tenders for Procurement of VMWare License from reputed supplier.

The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — **“PROCUREMENT OF VMWARE LICENSE AS PER SPECIFICATION TENDER NOTICE CMC/BY/22-23/RS/SS/20. DUE DATE FOR SUBMISSION ON 07.07.2022.**

S.no	Material Description	Technical Specification	Estimated Cost (Rs)	EMD Cost (Rs)
1	Procurement of VMWare License	Section V	Rs. 1.10 Crore	Rs. 2.20 Lakhs

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

**Bid shall be submitted in two (02) parts. Details of part are as follow:**

**Part A – Techno Commercial Bid**

**Part B – Price Bid**

**1.02** The schedule of specifications with detail terms & conditions can be obtained from address given below against Demand Draft of **Rs. 1180 per set-** drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The tender documents can also be downloaded from the website **“www.bsedelhi.com --> BSES Yamuna Power Ltd --> Tenders -->Open Tenders”**. However, it is advisable to inform BYPL about your interest in tender.

In case tender papers are downloaded from the above website, then the bidder has to enclose a Demand Draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription — **“Cost of Bid Documents:Tender Notice Ref: CMC/BY/22-23/RS/SS/14.** This envelope should accompany the Bid Documents.

**1.03** Bids will be received upto **07.07.2022 , 15:00 Hrs** at the address given below:

**HEAD OF THE DEPARTMENT,  
3rd FLOOR, ‘A’ BLOCK,  
CONTRACTS & MATERIALS DEPARTMENT,  
BSES YAMUNA POWER LTD,  
SHAKTI KIRAN BUILDING,  
KARKARDOOMA, NEW DELHI-110032**

**Part-I (Technical Bids)** of the bids shall be opened on **08.07.2022 at 17:00 Hrs.** **Part-II (Price Bid)** shall be opened only of the Techno-Commercially qualified bidders and the date and time of Opening will 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 due date.

**1.04** BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof. Bids shall be liable for rejection in the following events:

- a) Tender is received after due date and time.
- b) Tender fee of requisite amount is not paid
- c) Earnest Money Deposit (EMD) of requisite value & validity is not deposited in the form of Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through NEFT/RTGS.

- d) Price Bid as per the Price Schedule format mentioned in Annexure-III.
- e) Incomplete Bids.
- f) Necessary documents against compliance to Qualification Requirements mentioned at Section 1 Clause 2.0 of this Tender Document.
- g) Complete Technical details are not enclosed as per the Technical Bid Submission Checklist.
- h) Schedule of Deviations if any, not filled properly as per Annexure-V.

**2.0 Qualification Criteria:-**

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

**TECHNICAL CRITERIA:-**

Qualifying Criteria		
SL	Criteria	Documents Required along with Bid
1	The Bidder should be OEM or Advance Level Partner of VMware as on the date of the tender with an authority to sell, upgrade, supply, service and maintain the proposed products	1. In case bidder is an authorized partner of OEM, Manufacturer Authorization Form (MAF) in the format specified 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. Valid documentary proof that vendor is an Advanced Level Partner of OEM
2	The Bidder should have executed at least two data center VMWare Implementation Projects / Migration from Hyper-V to VMWare during the last five years, each of order value not less than Rs 1 Cr.	a. Purchase Order copies b. List of references and contact information for similar projects c. Completion certificates
3	The Bidder shall have performance certificates from at least two clients for satisfactory performance of the projects executed during last five years	Copy of performance certificates.
4	The bidder must have registered office in India	Address and Contact details

**COMMERCIAL CRITERIA:-**

Qualifying Criteria		
SL	Criteria	Documents Required
1	The Bidder must have average annual turnover of Rs 50 Crore or more during the last three Financial years (2019-20, 2020-21 & 2021-22).	Audited balance sheets / Duly certified CA certificate with UDIN to be submitted
2	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies	Self-undertaking
3	The Bidder shall not be blacklisted/debarred by any central/state government institution /electricity utilities as on the date of submission of the bid.	Self-undertaking
4	The bidder must have valid PAN No., GST registration in addition to other statutory compliance.	The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.

The bidder should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about **No Objection** to verify his manufacturing facility as a part of tendering process.

### 3.00 Bidding and Award Process

Bidders are requested to submit their offers strictly in line with Tender document and No Deviation is acceptable. BYPL will respond to the questions raised by various bidders and will be uploaded on BYPL website.

#### a. Time schedule of the bidding process

The bidders on this RFQ package should complete the following within the dates specified as under:

Sl. No.	Activity	Due Date & Time
1.	Last Date for sale of Bid Document	04.07.2022, 15:00 Hrs
2.	Last Date for receipt of Queries	04.07.2022, 15:00 Hrs
3.	Pre-Bid Meeting (Over zoom meeting)	01.07.2022, 11:00 Hrs
4.	Due Date and Time for Bid submission	07.07.2022, 15:00 Hrs
5.	Date and Time of Opening Technical bids	08.07.2022, 17:00 Hrs

This is a two part bid process. Bidders are to submit the bids in two parts a) PART-I Technical Bid, b) PART-II Financial Bid.

Both these parts should be furnished in separate sealed covers superscribing NIT No. , Due date for bid submission with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and **Part-II "Financial bid"** and these sealed envelopes should again be placed in another sealed cover superscribing NIT No. Due date for bid submission which shall be submitted before the due date & time specified.

Bidders are requested to submit the Techno-Commercial bid in one Original plus one copy in duplicate (Soft copy in Pen drive).

**Part – I** Technical Bid should not contain any cost information whatsoever.

**Part – II Financial:** This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified bidders. Prices shall be in the format enclosed in **Annexure III** indicating break up of basic prices, taxes duties, freight etc.

**Reverse Auction Clause** : Purchaser reserves the right to use the online reverse auction 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.

### 4.00 Award Decision

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

4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequently 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.

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

4.04 Rate shall remain FIRM till the validity of Contract.

4.05 Quantity Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity .

4.06 Quantity Splitting: The purchaser reserves the right to distribute the procurable quantity among one or more eligible bidders. If the quantity is to be split, quantity distribution shall be in the manner detailed below:

- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
- b) If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 on L1 price.

## 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. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

## 6.00 Supplier Confidentiality

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

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

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

## 7.0 Contact Information

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

Address	Name/ Designation	E-mail Address
<b>Technical</b>		
IT Dept 3 <sup>rd</sup> Floor, C Block, Shakti Kiran Building, Karkardooma, Delhi-32	Ashwani Aggarwal HOD-IT	Ashwani.Aggarwal@relianceada.com
	Rakesh Nayak GM (IT)	Rakesh.nayak@relianceada.com
<b>Commercial</b>		
C&M Dept. 3rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Robin Sebastian HOD-C&M	robin.sebastian@relianceada.com
	Santosh Singh Head-Procurement	santosh.kum.singh@relianceada.com
	Sisir Kumar Sahu Buyer	sisir.sahu@relianceada.com

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

**SECTION – II**

**INSTRUCTION TO BIDDERS (ITB)**

**PROCUREMENT OF VMWARE LICENSE**

**NIT: CMC/BY/22-23/RS/SS/20**

**Dated : 17.06.2022**



## **A. GENERAL**

**1.00** BSES YAMUNA POWER LIMITED, hereinafter referred to as the Purchaser “are desirous of implementing the various System Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement of licenses as notified earlier in this bid document.

### **2.00 SCOPE OF WORK**

The scope shall include of Procurement of VMWare License conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser’s stores/ premises.

### **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 arising 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:

### **Volume -I**

- Request for Quotation (RFQ) - Section – I
- Instructions to Bidders (ITB) - Section – II
- General conditions of Contract - Section – III
- Quantity and delivery requirement - Section – IV
- Technical Specifications (TS) - Section – V
- Vendor code of Conduct - Section –VI

**Volume - II**

- Bid Form - Annexure -I
- EMD Format - Annexure -II
- Price Format - Annexure -III
- Commercial Terms & Conditions - Annexure -IV
- Schedule of Deviation - Annexure - V
- Qualification Criteria - Annexure - VI
- Reverse Auction Event - Annexure - VII
- Manufacture's authorization letter - Annexure - VIII
- Bidder Details form - Annexure - IX
- Self Declaration form - Annexure - X

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 website [www.bsedelhi.com](http://www.bsedelhi.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.bsedelhi.com](http://www.bsedelhi.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 Clause 9.0, 10.0, 11.0 and Technical Specification ;

- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) **Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.**

9.0 **BID FORM**

9.01 The Bidder shall complete an "Original" and another one "Copy" of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e **Rs 2,20,000/-**. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

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

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of 120 days from the due date of bid submission
- (b) Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

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

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

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 quotation will be treated as non -responsive and rejected.**

11.0 **BID CURRENCIES**

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

**12.0 PERIOD OF VALIDITY OF BIDS**

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

12.02 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 by Fax/e-mail.

**13.0 ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions 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 5.0), clearly marked "Original Bid" plus Duplicate Soft copy in USB flash drive 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-Authority 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 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 word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation 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 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 & EMD**". The Financial bid shall be inside another sealed envelope with superscription — "**Financial Bid**". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be superscribed with —"**Tender Notice No, Due date of submission, Tender opening date.**"

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

Agents etc shall be entertained by the Purchaser.

15.04 The Bidder, along with the bid documents has to detailed specification.

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified not **later than 15:00 Hrs on 07.07.2022.**

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 thereafter be subject to the deadline as extended

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

19.01 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.

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

24.02 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

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

### 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 & progress of project and 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 reason 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 issue of the letter of intent /Notification of Award by Purchaser.

#### 29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee within fifteen(15) days, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

#### 30.0 CORRUPT OR FRAUDULENT PRACTICES

30.01 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 forward 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 General Conditions of Contract.

**SECTION – III**  
**(GENERAL CONDITION OF CONTRACT)**  
**PROCUREMENT OF VMWARE LICENSE**  
**NIT: CMC/BY/22-23/RS/SS/20**  
**Dated : 17.06.2022**



## **GENERAL TERMS AND CONDITION**

### **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" and " shall mean the Scope of Contract as described.
- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance".

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

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

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

### **3.0 Contract Documents & Priority**

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

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

### **4.0 Scope of Supply -General**

**4.01** 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 NIT/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 with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.

**5.02** 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 be dispatched only after getting the clearance from IT department.

- 5.05 All testing and inspection shall be done with out any extra cost.
- 5.06 Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidders representative.

## 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 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 minimum 15(fifteen) days in advance from delivery schedule mentioned in 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 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.
- 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, 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/site.
- c) Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL

**10.0 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 of which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of 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 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 Note, Purchase Returns, Debit Notes) shall be made within the time lines 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.
- 11.06 E Way Bills / transit documents for movement of Goods:

Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for 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 mis-declaration. The Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply from the contractual date due to seizure of goods shall also attract liquidated damages.

## **12.0 Terms of payment**

- i. 25% Payment within 45 days of successful supply of required software licenses
- ii. 50% Payment within 45 days of successful supply and installation, commissioning and implementation and data migration of required Licenses along with department acceptance and confirmation.
- iii. Balance 25% Payment within 45 days after the issuance of final acceptance certificate by User department for Installation, commissioning, implementation and data migration from Hyper V to VMware

### **12.02 Bidder to submit the following documents against dispatch of each consignment:**

- i. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- ii. Original certificate issued by BYPL confirming receipt of material at site and acceptance of the same.
- iii. Guarantee Certificate.

## **13.0 Price Validity**

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

## **14.0 Performance Guarantee**

**14.01** Supplier shall establish a performance bond in favor of BSES YAMUNA POWER LIMITED for an amount equivalent to Ten percent (10%) of the total Contract value. The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Performance bond will be in the form of Bank guarantee from any nationalized bank in favor of BSES YAMUNA POWER LIMITED. The performance Bank guarantee shall be in the format as specified by BYPL.

It shall be in accordance with one of the following terms:

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

## **15.0 Forfeiture**

**15.01** 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 ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

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

**16.0 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.

**17.0 Warranty & Support**

Warranty & support period shall be 36 months from supply or 42 months from Installation, whichever is earlier.

**18.0 Return, Replacement or Substitution.**

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

**19.0 Effective Date of Commencement of Contract:**

**19.01** The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

**20.0 Time – The Essence Of Contract**

**20.01** 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 .

**21.0 The Laws and Jurisdiction of Contract:**

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

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

**22.0 Events of Default**

**22.01** 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.

### **23.0 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.

### **24.0 Penalty for Delay**

- 24.01** If supply of items / equipment 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 contract price (ex-work value) for every week delay or part thereof for individual mile stone deliveries.
- 24.02** The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price (ex-work value).
- 24.03** 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.

### **25.0 Force Majeure**

#### **25.01 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.

**25.02** 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.

**25.03** 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.

**25.04** 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.

**25.05** 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.

**25.06** 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.

- 25.07** 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.
- 25.08** 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.
- 25.09** 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 and event of Force Majeure."

## **26.0 Transfer And Sub-Letting**

- 26.01** 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/Concern User.

## **27.0 Recoveries**

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

## **28.0 Waiver**

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

## **29.0 Indemnification**

- 29.01** 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.

## **30.0 INSURANCE POLICY FOR LIFE COVER:**

Before commencing the execution of the work the CONTRACTOR shall take Life insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY.

The policy shall have coverage of Rs. 10 Lakhs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be in contractor scope. The policy document shall be submitted before commencement of the work by the contractor.

**SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT**

<b>S.No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Delivery period</b>
1	VMWare ESXi v Cloud Advance License (CPU Based License)	31	Nos	Delivery and installation within 2 weeks from the date of issue of the Purchase Order
2	VMWare ESXi v Cloud Advance Support License for 3 Years	31	Nos	
3	vCenter License (CPU Based License)	1	Nos	
4	vCenter License Support for 3 years	1	Nos	
5	SI Migration Microsoft Hyper V to VMWare	1	Nos	

**SECTION - V**  
**(TECHNICAL SPECIFICATION)**  
**PROCUREMENT OF VMWARE LICENSE**  
**NIT: CMC/BY/22-23/RS/SS/20**  
**Dated : 17.06.2022**

## 1. Scope of Work:

- 1.1. Supply, Installation, Commissioning and Training of VMWare License.
- 1.2. Vendor to provide technical solution document along with license details and compliance sheet.
- 1.3. Vendor should provide all licenses or any other requirement for license as per detailed specifications.
- 1.4. Configuration of customized reports as per requirement if not standard. Reports should be scheduled through email.

## 2. Detailed Specifications:

SPECIFICATIONS - VMWare License		
S.N	SPECIFICATIONS	COMPLIANCE (Comply/ Partially comply/ Not available)
1	VMWare ESXi vCloud Advance License (CPU Based License) Each VMWare ESXi vCloud Advance License contains - vSphere Enterprise Plus and vRealize Suite Advanced	
2	VMWare ESXi vCloud Advance Support License for 3 Years	
3	vCenter License Standard (CPU Based License) Manage the VMWare vCloud Advance	
4	vCenter License Standard Support for 3 years	
5	SI Migration Microsoft Hyper V to VMWare	

## 3. Documentation & Training

- 3.1. The bidder shall provide the required Documentation specified in the document for all the proposed equipment and systems.
- 3.2. The Bidder shall be responsible for training the SSL'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:
  1. Functionality available in the solution,
  2. New functionality customized (if any),
  3. Parameterization,
  4. Impact Analysis,
  5. Generating various MIS/EIS reports from the solution provided,
  6. System and Application administration,
  7. Log analysis and monitoring
- 3.3. The documentations shall include but not limited to the followings: -
  - 3.3.1. User guides for those who shall be using the system
  - 3.3.2. Operational guides for administrators and technical support officers;
  - 3.3.3. Installation, configuration, fine-tuning and maintenance guides;

3.3.4. Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.

3.4. Technical hands-on training for Administrator and Operational teams of BYPL, at the appropriate sites (Bidder and SSL premises as identified at the time of training) and the Bidder has to organize the trainer from OEM

#### **4. Commissioning and Acceptance Test**

4.1. The bidder shall submit full documentation and status report on the commissioning and handover to BYPL.

4.2. The bidder shall propose, design, implement and perform Commission and Acceptance test plan with the BYPL.

4.2.1. Bidder shall prepare criteria for commissioning and acceptance for the various systems in consultation and approval of BYPL.

4.2.2. The criteria shall be vetted and approved by BYPL.

4.3. The criteria shall be attached as appendix with the commissioning and acceptance documents.

#### **5. Technical Specification and Scope of Work (SoW) for VMware**

##### **5.1 Infrastructure Migrate Assessment & Health Check**

5.1.1 Assessment of existing infrastructure for Migrate MS Hyper V to VMWare.

5.1.2 Install and configure of vCenter latest version (N or N-1) at KKD DC

5.1.3 Migrate Windows and Linux Hyper-V to VMware.

5.1.4 Perform a health check and provide design recommendations and SOP to remediate them

5.1.5 Validation of the post upgrade and design remediation's.

##### **5.2 vCloud Suite Advance Design & Deploy**

###### **5.2.1 Design and Deploy of vCloud Suite Advance Components:**

5.2.1.1 vRealize Automation

5.2.1.2 vRealize Operations Manager

5.2.1.3 vRealize Log Insight

###### **5.2.2 Design and Deploy following vRealize Automation Use cases for Data Center**

5.2.2.1 Automated VM Provisioning

5.2.2.2 Configuration of network profiles using the existing application networks created

5.2.2.3 Design and Configure at least the following blueprints:

- 5.2.2.3.1 Windows
- 5.2.2.3.2 RHEL
- 5.2.2.3.3 CentOS
- 5.2.2.4 Setup Approval policies
- 5.2.2.5 Setup VM lifecycle automation and provide day 2 operations to end users using self-service portal
- 5.2.2.6 Integration with vROPs using vCenter Tags for generating application and department wise details

### **5.2.3 Monitoring and Reporting**

- 5.2.3.1 Design and Deploy VMware vRealize Operations and vRealize Log Insight to monitor the DC and DR
- 5.2.3.2 Design Dashboards and Reports to provide application, wise resource utilization, capacity, health
- 5.2.3.3 Create Resource Reclamation dashboards
- 5.2.3.4 Setup Dashboards to monitor vSphere compliance and drift
- 5.2.3.5 Setup projects using What-If Scenarios to help plan capacity augmentation
- 5.2.3.6 Import VMware & 3rd party Management packs available
- 5.2.3.7 Integrate with vRealize Automation
- 5.2.3.8 Integrate Log Insight with vSphere setup at each location
- 5.2.3.9 Import content packs available for VMware and 3rd party solutions deployed
- 5.2.3.10 Write queries to monitor VMware setup and applications deployed in the VMs.

**SECTION - VI**  
**(VENDOR CODE OF CONDUCT)**  
**PROCUREMENT OF VMWARE LICENSE**

**NIT: CMC/BY/22-23/RS/SS/20**

**Dated : 17.06.2022**

## 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 labor 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 is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- . Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- . Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- . Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- . Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- . Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- . Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent, 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 an Vendor and in legal action.
- . Disclosure of Information - Vendors must disclose information regarding its business activities, structure financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- . No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- . Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- . Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- . Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- . Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### **V. Management System**

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

The management system should contain the following elements:

- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . 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 plans including a periodic assessment of Vendor's performance against those objectives.
- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.

- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

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

**VOLUME - II**

**PROCUREMENT OF VMWARE LICENSE**

**NIT: CMC/BY/22-23/RS/SS/20**

**Date : 17.06.2022**

**Due Date for Submission of Bids :07.07.2022**

**ANNEXURE - I**

**BID FORM**

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

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

Dated this..... day of..... 20....  
Signature..... In the capacity of .....  
.....duly authorized to sign for and on behalf of  
(IN BLOCK CAPITALS) .....

**ANNEXURE - II**

**FORMAT FOR BID SECURITY BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including 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

**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 110032
3. Branch Code: 055
4. Bank Account No: 911020005246567
5. IFSC Code: UTIB0000055

**PRICE FORMAT**

S.No.	Description	Qty	UoM	HSN/ SAC	Basic Rate	GST %	GST Amt	Unit Landed Cost	Total Value
		<b>A</b>			<b>B</b>	<b>C</b>	<b>D=B*C</b>	<b>E=B+D</b>	<b>E*A</b>
1	Supply & Installation of VMWare ESXi v Cloud Advance License (CPU Based License)	31	Nos						
2	Supply & Installation of VMWare ESXi v Cloud Advance Support License for 3 Years	31	Nos						
3	Supply & Installation of vCenter License (CPU Based License)	1	Nos						
4	Supply & Installation of vCenter License Support for 3 years	1	Nos						
5	Supply & Installation of SI Migration Microsoft Hyper V to VMWare	1	Nos						
	<b>Grand Total Value</b>								

Note:

1. Prices shall be Firm
2. The prices received without break up of ex-works, 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.



**ANNEXURE - IV**

**COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of GST & freight up to Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
2	Validity of prices	120 days from the date of offer	
3	Payment terms	100 % of order value shall be released within 45 days from date of receipt material at store/ site after Submission of PBG for 10% of contract value	
4	Delivery schedule	Successful Bidder shall deliver and install the goods/services within 2 weeks from the date of issue of the Purchase Order. For any delays in delivery, installation and commissioning period mentioned in the Purchase Order, the Vendor will be liable for penalties as mentioned in this tender.	
5	Warranty & Support	Warranty & Support period shall be 36 months from supply or 42 months from Installation, whichever is earlier.	
6	Penalty for delay	1% per week of delay of undelivered units part thereof subject to maximum of 10% of total PO (ex-work) value of undelivered units	
7	Performance Bank Guarantee	Performance Bank Guarantee within fifteen (15) days, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Thirty Six months (36) from the date of the commissioning or Forty Two months (42) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period.	
8	Reverse Auction	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.	
9	SSI/MSME	If yes (Bidder shall attached document)	

**ANNEXURE - V****SCHEDULE OF DEVIATIONS**

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:-**

SL NO	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

**COMMERCIAL DEVIATIONS:-**

SL NO	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

**SIGNATURE & SEAL OF BIDDER****NAME OF BIDDER**

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

**QUALIFICATION CRITERIA**

**TECHNICAL CRITERIA:-**

Qualifying Criteria			
SL	Criteria	Documents Required along with Bid	Ref document Page no (Should mention by bidder)
1	The Bidder should be OEM or Advance Level Partner of VMware as on the date of the tender with an authority to sell, upgrade, supply, service and maintain the proposed products	1. In case bidder is an authorized partner of OEM, Manufacturer Authorization Form (MAF) in the format specified 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. Valid documentary proof that vendor is an Advanced Level Partner of OEM	
2	The Bidder should have executed at least two data center VMware Implementation Projects / Migration from Hyper -V to VMware during the last five years, each of order value not less than Rs 1 Cr.	a. Purchase Order copies b. List of references and contact information for similar projects c. Completion certificates	
3	The Bidder shall have performance certificates from at least two clients for satisfactory performance of the projects executed during last five years	Copy of performance certificates.	
4	The bidder must have registered office in India	Address and Contact details	

**COMMERCIAL CRITERIA:-**

Qualifying Criteria			
SL	Criteria	Documents Required	Ref document Page no (Should mention by bidder)
1	The Bidder must have average annual turnover of Rs 50 Crore or more during the last three financial years (2019-20, 2020-21 & 2021-22).	Audited balance sheets / Duly certified CA certificate with UDIN to be submitted	
2	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies	Self-undertaking	
3	The Bidder shall not be blacklisted/debarred by any central/state government institution /electricity utilities as on the date of submission of the bid.	Self-undertaking	
4	The bidder must have valid PAN No., GST registration in addition to other statutory compliance.	The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.	

The bidder should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about **No Objection** to verify his manufacturing facility as a part of tendering process.

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

Signature & seal of the Bidder

**ANNEXURE - VIII**

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)**

Ref. No. & Date:

To,  
HOD C&M  
BSES YAMUNA POWER LTD.  
Shakti Kiran Building, Karkardooma  
Delhi-110032

**Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s.

\_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[

Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarized power of attorney should also be furnished.

**BIDDER DETAILS FORM**

**Offer No.:** .....

**Date:** .....

To,

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

Dear Sir,

**In response to your Tender No. CMC/BY/22-23/RS/SS/20 dated 17.06.2022 for Procurement of VMWare License 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. Reverse Auction Person -
  - a. Name : .....
  - b. Designation : .....
  - c. Mobile No. : .....

- d. Email-ID : .....
9. PAN Number : .....
10. TIN Number : .....
11. GST 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)
2019-2020		
2020-2021		
2021-2022		
<b>Average Turnover</b>		

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:  
Date:

Sign: (Authorized Signatory)

Name:

Designation:

Seal:



**SELF DECLARATION FORM**

To,  
The HOD  
Contract & Material Dept  
BSES Yamuna Power LTD  
Karardooma Delhi-110032

**Subject: Declaration for Not blacklisted**

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material/ Services or in the performance of the contract entrusted to us in any of the State Government, Central Government or any other public sector undertaking or a corporation or Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation/ cancellation/ termination without any notice at the sole discretion of the purchaser.

Yours faithfully

Place:  
Date:

Signature of the bidder with seal

(This form shall be duly signed by the bidder & submitted along with the original copy of the bid.)

**LITIGATION HISTORY**

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

**CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

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

**CHECK LIST**

SL. No.	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNPRICED) DULY SIGNED	Yes/no
4	Bill of Material (UNPRICED)	Yes/No
5	TECHNICAL BID in hard copy and soft copy in pen drive	Yes/no
6	ACCEPTANCE TO COMMERCIAL TERM AND CONDITIONS	Yes/No
7	FINANCIAL BID (IN SEALD ENVELOPE)	Yes/no
8	EMD IN PRESCRIBED FORMET	Yes/No
9	DEMAND DRAFT OF Rs 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	Yes/No
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No