

Volume - I

Tender Notification for

Web application firewalls to strengthen Cyber Security

NIT: CMC/BY/21-22/RS/KD/31

Date : 25.10.2021

Due Date for Submission of Bids :15.11.2021

BSES YAMUNA POWER LTD (BYPL)

SECTION - I

REQUEST FOR QUOTATION

FY 21-22

Tender Notification : CMC/BY/21-22/RS/KD/31

**Supply, Installation, commissioning and Training of Web
Application Firewalls to strengthen Cyber Security**

Date : 25.10.2021

INDEX

SECTION – I: REQUEST FOR QUOTATION.....	4-7
SECTION – II: INSTRUCTIONS TO BIDDER	8-15
SECTION – III: GENERAL CONDITIONS OF CONTRACT.....	16-25
1.0 GENERAL INSTRUCTIONS.....	17
2.0 DEFINITION OF TERMS.....	17
3.0 CONTRACT DOCUMENTS & PRIORITY.....	18
4.0 SCOPE OF SUPPLY -GENERAL.....	18
5.0 QUALITY ASSURANCE AND INSPECTION.....	18
6.0 PACKING, PACKING LIST & MARKING.....	19
7.0 PRICES BASIS FOR SUPPLY OF MATERIALS.....	19
8.0 VARIATION IN TAXES, DUTIES & LEVIES.....	19
9.0 TAXES & DUTIES ON RAW MATERIAL & BOUGHT OUT COMPONENTS.....	19
10.0 TERMS OF PAYMENT AND BILLING.....	20
11.0 PRICE VALIDITY.....	20
12.0 PERFORMANCE GUARANTEE.....	20
13.0 FORFEITURE.....	20
14.0 RELEASE.....	21
15.0 WARRANTY & SUPPORT.....	21
16.0 RETURN, REPLACEMENT OR SUBSTITUTION.....	21
17.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:.....	22
18.0 TIME – THE ESSENCE OF CONTRACT.....	22
19.0 THE LAWS AND JURISDICTION OF CONTRACT:.....	22
20.0 EVENTS OF DEFAULT.....	22
21.0 CONSEQUENCES OF DEFAULT.....	22
22.0 PENALTY FOR DELAY.....	23
23.0 FORCE MAJEURE.....	23
24.0 TRANSFER AND SUB-LETTING.....	24
25.0 RECOVERIES.....	25
26.0 WAIVER.....	25
27.0 INDEMNIFICATION.....	25
SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT.....	26
SECTION – V: TECHNICAL SPECIFICATION	27-31
VOLUME – II: ANNEXURE	32-48

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

1.01 BYPL invites invites Sealed tenders for Web application firewalls to strengthen Cyber Security 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 — **“Web application firewalls to strengthen Cyber Security AS PER SPECIFICATION TENDER NOTICE CMC/BY/21-22/RS/KD/31. DUE FOR SUBMISSION ON 15.11.2021.**

S.no	Material Description	Technical Specification	Estimated Cost	EMD Cost
1	Supply , Installation, Commissioning & Training of Web application firewalls to strengthen Cyber Security	Section V	Rs. 118 Lakhs	Rs. 2.36 Lakhs

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

1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of **Rs 1180 per set-** drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 25.10.2021 onwards on all working days upto 15.11.2021 The tender documents can also be downloaded from the website **“www.bsedelhi.com”**. 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/21-22/RS/KD/31.** This envelope should accompany the Bid Documents.

1.03 Offers **will be received on or before 15:00 Hrs on dated 15.11.2021** as indicated earlier **will be opened on dated 16.11.2021 at 16:00 Hrs** at the address given below in the presence of authorized representatives of the bidders. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

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

1.04 BYPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. **Tender will be summarily rejected if:**

- (i) Earnest Money Deposit (EMD) of requisite value & validity is not deposited in shape of Bank Guarantee executed on favour of BSES YAMUNA POWER LIMITED.
- (ii) Not submitted Tender fee of requisite value.
- (iii) The offer does not contain **“FOR NEW DELHI”** prices indicating break-up towards all taxes & duties.
- (iv) Complete Technical details are not enclosed.
- (v) Tender is received after due date and time.

2.0 Qualification Criteria:-

Qualification criteria for bidders		
Parameter	Requirement Description	Supporting documents
Financial stability of the bidder	1. The bidder should have minimum annual turnover of Rs. 07 Crore in at least three financial years out of last five years (i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21).	Documentary evidence in form of certificate from CA in practice
	2. The firm should have a positive net worth in each of the last three financial years (i.e. 2018-19, 2019-20, 2020-21)	Documentary evidence in form of certificate from CA in practice
Taxes and compliance	1. The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.	Documentary evidence of certificates
	2. The bidder should have a valid Registration/ GST Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties in India	Documentary evidence of certificates
Blacklisted	The company should not be currently blacklisted by any Govt. Department or PSU Enterprise in India or abroad	Self-declaration by bidder
Existence	Company should have been in existence in the last 7 years	Certificate of incorporation
Local Presence	The Bidder should be preferred having office in Delhi NCR	Shops & Establishment Certificate from Appropriate Authority
OEM vendor authorization	In case the company is not an OEM	Authorization certificate/ letter of Product from the Product Vendor
Full Cycle Implementation Experience as Primary Contractor	The Bidder must have full cycle experience of implementation of Web Application Firewall (WAF) at least three organizations in last Five years (period ending Bid submission date)	Self-declaration by bidder along with Client name and project details
Availability of Manpower	The bidder should have experience in providing 24x7x365 Technical support service for WAF and should have in-house L3 technical expertise certified from OEM	CV's of In-House resources planned for deployment on the project to be attached

Note:- The bidder shall be required to submit the documentation and proof with contact details for above requirements and purchaser may at his discretion make additional checks for the same including visit to site to check project implementation and current performance.

3.00 Bidding and Award Process

3.01 The Bidders are requested to submit the bids in 2(Two) parts and submission in 1 original + 1 duplicate (except price bid) to the following address.

**HEAD OF THE DEPARTMENT,
3rd FLOOR, 'A' BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES YAMUNA POWER LTD,
SHAKTI KIRAN BUILDING,
KARKARDOOM, NEW DELHI**

PART A : Technical Bid comprising of following

- EMD
- Non-refundable demand draft for Rs 1180 /- in case the forms are downloaded from website.
- Documentary evidence in support of qualifying criteria ,
- Technical literature etc.
- Original Tender documents duly stamped & signed on each page as token of acceptance.

- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, Liquidated Damages etc.
- Soft copy in pen drive

PART B : Financial Bid comprising of

- Price strictly in the format enclosed in Section V indicating break up of basic price, taxes & duties, freight etc.

3.2 Time schedule

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

S. No.	Steps	Due date
1	Last Date of Sale of Bid Documents	15.11.2021, 15:00 Hrs
2	Last Date of Queries, If any	15.11.2021, 15:00 Hrs
3	Last Date of Receipt of Bid Documents	15.11.2021, 15:00 Hrs
4	Date & Time of Opening of PART A- Technical and Commercial Bid	15.11.2021, 15:00 Hrs
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

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

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Price Bid.

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

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

The Part – I Eligibility and Technical Bid should not contain any cost information whatsoever.

In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II "Financial Bid" will be returned unopened.

The 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 strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc.

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

REVERSE AUCTION CLAUSE : Purchaser reserves the right to use the online reverse auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse auction. Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

4.00 Award Decision

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance 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.

The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

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

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

QTY VARIATION: The purchaser reserves the rights the tender quantity.

Bidders are requested to quote their No-Regret prices in RA.

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

	Technical	Commercial
Contact Name	Ashwani Aggarwal	Robin Sebastian
Address	3 rd Floor, C Block, Shakti Kiran Building, Karkardooma, Delhi-32	3 rd Floor, A Block, Shakti Kiran Building, Karkardooma, Delhi-32
Contact No.	011-41249768	011-41249230
Email Id	Ashwani.Aggarwal@relianceada.com	Robin.Sebastian@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)

Web application firewalls to strengthen Cyber Security

NIT: CMC/BY/21-22/RS/KD/31

Dated : 25.10.2021

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 Web application firewalls as notified earlier in this bid document.

2.00 SCOPE OF WORK

The scope shall include Design, Supply, Installation, Commissioning & Training of Web application firewalls to strengthen Cyber Security 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

5.0 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

Volume - II

- Bid Form - Annexure -I
- EMD Format - Annexure -II
- Price Format - Annexure -III
- Commercial Terms & Conditions - Annexure-IV
- No Deviation Sheet - Annexure- V
- Qualification Criterion - Annexure- VI
- Reverse Auction Event - Annexure- VII
- Manufacture's authorization letter - Annexure- VIII

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 writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid and 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.

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 2,36,000/-**. 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 thirty (30) days beyond the validity of the bid

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible as 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 ALERNATIVE 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 of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0, clearly marked "Original Bid", plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —“**Technical & 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 15.11.2021**.

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.

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) Supply Schedule

(b) 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

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 other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

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 for an amount of 10% (Ten percent) of the Total Contract value in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. 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 FRADULENT PRACTICES

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

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

(i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so,by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders(prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition .

(b) Will reject a proposal 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)

Web application firewalls to strengthen Cyber Security

NIT: CMC/BY/21-22/RS/KD/31

Dated : 25.10.2021

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.
- 5.07 Bidder has to sign quality agreement before supply of the material.

6.0 Packing, Packing List & Marking

- 6.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL without undue risk of damage in transit.
- 6.02 **Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight and the extreme outside dimensions (length, width and height) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items.

For Supply to BYPL Delhi the price shall be inclusive of packing, forwarding, and Freight. GST shall be extra.

The above supply prices shall also **include unloading** at site stores.

Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL.

8.0 Variation in taxes, duties & levies:

- 8.01 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 8.02 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 8.03 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

9.0 Taxes & Duties on raw materials & bought out components:

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

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

10.0 Terms of payment & Milestone

10.01 Milestone:

Milestone Number	Milestone Description
MS-1	60 % of order value shall be released on receipt of material at store/ site after Submission of PBG for 10% of contract value
MS-2	30% of the order value shall be released after satisfactory installation / commissioning and handover of the equipment's in faultless working condition for period of 30 days from the date of satisfactory installation and submission of the test report.
MS-3	Balance 10% of the order value shall be released after the project handover, closer and successful run of one month.

Note: Milestone payments shall be made in full upon the successful completion of the milestone. In the event that only a minor portion of a milestone is not fully completed, invoicing for partial payment of the milestone will be entirely to BYPL discretion. Payment terms shall be within 30 days from receipt of invoice supported by BYPL certification of completion of milestone.

10.02 Bidder to submit the following documents against dispatch of each consignment:

- i. Consignee copy of LR
- ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- iii. Original certificate issued by BYPL confirming receipt of material at site and acceptance of the same.
- iv. Dispatch clearance / inspection report in original issued by the inspection authority
- v. Packing List.
- vi. Test Reports
- vii. Guarantee Certificate.

11.0 Price Validity

11.01 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.

12.0 Performance Guarantee

12.01 Supplier shall establish a performance bond in favor of BSES YAMUNA POWER LIMITED in an amount not less than Ten percent (10%) of the 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.

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.

13.0 Forfeiture

13.01 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.

13.02 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.

14.0 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.

15.0 Warranty & Support

15.01 Offered solution should be with onsite warranty and support

15.02 The proposed system including hardware and software shall have Three (3) year warranty and support, which includes comprehensive maintenance and support of the entire proposed WAF along with software updates.

15.03 The solution should be proposed along with technical support services as per requirement for Three (3) years

15.04 The proposed Hardware & Software should have life of minimum 7 years. The OEM must support the same for next 7 years. Bidder shall provide certificate of the same.

15.05 During warranty period the hardware and software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too)

15.06 Warranty/ Support should be 2hrs response, 7 days/week, 24 hours/day.

15.07 System design should be with 99.9% availability annually. OEM to vet the design and provide the confirmation on system availability as totality.

15.08 Support should cover quarterly Preventive Maintenance Service / health checkup of the system.

15.09 A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least four times for one calendar year.

16.0 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.

17.0 Effective Date of Commencement of Contract:

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

18.0 Time - The Essence Of Contract

18.01 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 .

19.0 The Laws and Jurisdiction of Contract:

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

19.02 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

20.0 Events of Default

20.01 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.

21.0 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.

22.0 Penalty for Delay

22.01 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.

22.02 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).

22.03 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.

23.0 Force Majeure

23.01 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.

23.02 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.

- 23.03** 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.
- 23.04** 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.
- 23.05** 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.
- 23.06** 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.
- 23.07** 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.
- 23.08** 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.
- 23.09** 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."
- 24.0 Transfer And Sub-Letting**
- 24.01** 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.

25.0 Recoveries

25.01 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.

26.0 Waiver

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

27.0 Indemnification

27.01 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.

28.0 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

S.No.	Description	Qty	Unit	Delivery period
Part-A (Supply)				
1	Web Application Firewall (Price break up of each hardware and software component shall be shared separately, attach separate sheet)	4	Nos	6 months from the date of LOI/Order
Part-B (Installation, Commissioning and Testing)				
2	Set-up of Web Application Firewall with required professional services	4	Nos.	

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

SECTION - V

(TECHNICAL SPECIFICATION)

Web application firewalls to strengthen Cyber Security

NIT: CMC/BY/21-22/RS/KD/31

Dated : 25.10.2021

1. Scope of Work:

- 1.1. Design, Supply, Installation and Training of Web Application Firewall
- 1.2. Bidder to provide technical solution document along with WAF details and compliance sheet
- 1.3. WAF should be provided with all licenses like security services, IP reputation, Credential stuffing defense service, Cloud based sandbox, Application load balance or any other required for WAF as per detailed specifications.
- 1.4. Configuration of customize reports as per requirement if not standard. Reports schedule through email.

2. Detailed Specifications:

SPECIFICATIONS - Web Application Firewall (WAF)		
Approved OEM Makes: F5, Akamai, Imperva, Fortinet, Barracuda		
PARAMETERS	SPECIFICATIONS	COMPLIANCE (Comply/ Partially comply/ Not available)
General	Web application firewall should be on- premise rack mountable appliance, which should provide specialized application threat protection.	
	Solution should protect against common threats as those identified in the OWASP top 10	
	Should be ICSA lab Certified & should be part of Leaders/Challengers of Gartner MQ for Web Application Firewall	
	Should protect against application-level attacks targeted at web applications.	
	Solution should be certified "Recommended" by NSS Lab's independent testing in last 2 reports	
	Should provide controls to prevent identity theft, financial fraud and corporate espionage.	
	Dual-stack support for both IPv4 and IPv6	
	Should monitor and enforce government regulations, industry best practices, and internal policies.	
Performance	WAF Should deliver 400 Mbps of HTTPS throughput and not just L7 throughput. The bidder shall submit the performance test report from the Global Product Engineering department / Global Testing Department of OEM to certify the mentioned performance or produce public link / datasheets.	
	WAF should support 30,000 HTTP transactions per second	
	WAF should support 17,000 HTTPS transactions per second with 4096 bit RSA/SSL key	
	Device should have Sub Millisecond Latency	
Hardware Details	Should support minimum 4 no's of 1G copper Interfaces and scalable to 8 x 1G ports in future. There should be a provision for internal / external bypass for 2 ports from day 1	

	Should support 450 GB SSD for on-board log storage	
	Should Include Redundant Power supply	
Features	Should support different deployment modes: Inline Transparent, Reverse Proxy and Non-Inline Sniffing	
	The Solution should atleast include the predefined signatures for the below Cross-Site Scripting (XSS) SQL Injection and other code injection Remote File Inclusion (RFI) Local File Inclusion (LFI) OS Commands Trojans/Virus Exploits Sensitive Information Disclosure Credit Cards Data Leaks	
	Should have a Web Vulnerability Scanner inbuilt feature or integration with 3rd party Scanners to detect existing vulnerabilities like SQL Injection, Cross Site Scripting, Source code disclosure, OS Commanding in the web applications.	
	Should have Data Leak Prevention module to analyze all outbound traffic by alerting/blocking any credit card leakage and information disclosure	
	Provide controls to meet PCI compliance requirements for web application servers	
	Solution Should have the ability to prevent, detect and restore web defacement using Anti Web Defacement feature	
	Solution should copy the content of the webserver to its own hard drive and compare on a definable time schedule if files have been changed on the webserver	
	Should enforce strict RFC compliance check to prevent attacks such as encoding attacks, buffer overflows and other application specific attacks.	
	Should support automatic signature updates to protect against known and potential application security threats.	
	Solution Should support XML Application protection	
	Ability to define different policies for different applications, create custom attack signatures or events and to combine detection and prevention	
	Solution Must provide ability to allow or deny a specific URL access.	
	Solution should support Normalization methods such as URL Decoding, Null Byte string, termination, Converting back slash to forward slash character etc..	
	Should be having an option to validate the inputs. There should be customizable option to prevent tampering web sites with hidden inputs	
	Should have the capability to Automatically and dynamically build a security model of protected applications by continuously monitoring realtime user activity.	
	Should provide a statistical view on collected application traffic	
	Default policies should be available in various classifications, Alert Only, Medium Security, High Security	
The solution should offer Layer 7 DDOS capabilities		

	The solution should offer an on-board Anti-Virus solution with provision and the database should be updated automatically and to be integrated with on-premise or cloud Sandbox from day one. If the solution does not have integrated AV, external AV solution to be proposed along with the solution from day one	
	The AV database has to come from a 3rd party tested vendor like VB100 with high rankings (> 99 %) for effectiveness and false-positive avoidance. Vendor must attach the 3rd party test report for reference	
	Solution should be capable of detecting and distinguishing two sets of Bots from the Internet: Known search engines, Bad bots (scanners, crawlers, spiders)	
	Solution should have the option to verify the HTTP RFC standards	
	WAF appliance should have application-aware load-balancing engine to distribute traffic and route content across multiple web servers.	
	The solution should have configurable persistency features to maintain sessions to the load balanced backend servers	
	The solution should support a connection draining mode in order to allow maintenance of a protected server without disrupting the client experience with the application	
	The solution should be capable of publishing web applications and offering backend Single Sign On access	
	The solution should support different authentication schemes such as Local, LDAP, NTLM and RADIUS for the web applications	
	The solution Allows efficient bandwidth utilization and response time to users by compressing data retrieved from web servers	
	The solution should be able to terminate SSL	
	Should Passively decrypt SSL	
	All major cipher suites should be supported by the SSL v3 implementation.	
High Availability	Should support High Availability in Active-Passive, Active-Active Configuration Sync modes. Currently 4 independent WAF Units are asked in the RFP.	
Administration	Should support Secure Administrative Access using HTTPS and SSH	
	Should support Role Based Access Control for Management	
Zero Day Attack Prevention	Should have a tight Integration with in house / 3rd party AV and APT Solution where files can be submitted for Zero Day Analysis	
Credential Stuffing Defense	Prevention against compromise if users use same username/password combination on Corporate Application & Social Media Websites	
Machine Learning	Machine Learning Mathematical Models to automatically tune WAF Appliance as per changes in backend Applications. Proposed OEM to explain in detail all Mathematical Model used for Machine Learning. Renaming of traditional Auto-Learning to Machine Learning will not be accepted	
API Protection	Protection for REST APIs, filters malicious inputs in requests with JSON payloads.	
Man in the Browser Protection	Protection against client side Browser compromise vulnerabilities	
Advance File Scanning	Attachment scanning for ActiveSync/MAPI applications, OWA,	
Anti-Bot Detection	Proposed WAF Solution should have following Anti-Bot Mechanisms	

	Bot Deception: Provides a deception technique to identify bots. It inserts a hidden link into response pages. Clients that fetch the URL can accurately be classified as bots	
	Biometrics Based Detection: Verify whether a client is a bot by monitoring events such as mouse movement, keyboard, screen touch, and scroll, etc	
	Threshold Based Detection: Default rules to identify various scan types using thresholds such occurrence, time period, etc	
	Mobile Application Identification: For mobile clients that cannot execute Java script or CAPTCHA, Solution should verify the request is legitimate by verifying the JWT-token a mobile application carries when it access a web server	

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 documentations shall include but not limited to the followings: -
 - 3.2.1. User guides for those who shall be using the system
 - 3.2.2. Operational guides for administrators and technical support officers;
 - 3.2.3. Installation, configuration, fine-tuning and maintenance guides;
 - 3.2.4. Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.
 - 3.2.5. System Flows and Description in the respect of functional and operational requirements.
 - 3.2.6. General and technical information of the individual equipment;
 - 3.2.7. Inventory documents of the entire proposed equipment
- 3.3. Technical hands-on training for Administrator and Operational teams of BYPL

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.

Volume - II

Web application firewalls to strengthen Cyber Security

NIT: CMC/BY/21-22/RS/KD/31

Date : 25.10.2021

Due Date for Submission of Bids :15.11.2021

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)

BIDDER DETAILS FORM

Offer No.:

Date:

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

Dear Sir,

In response to your Tender No. CMC/BY/21-22/RS/KD/31 dated 25.10.2021 for Web application firewalls to strengthen Cyber Security 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. Authorised Person - Name :.....
 - a. Designation:.....
 - b. Mobile No. :
 - c. Email-ID :
8. Reverse Auction Person - Name :.....
 - a. Designation:.....
 - b. Mobile No. :
 - c. Email-ID :
9. PAN Number :

10. TIN Number :

11. Service Tax Regn. No. :

12. ECC Number :

13. Particulars of EMD

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

14. Particulars of Tender Fee

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

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

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2018-2019		
2019-2020		
2020-2021		
Average Turnover		

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

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

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

- i)
- ii)
- iii)

DECLARATION

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

Place:
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

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

PRICE FORMAT

S.No.	Description	Qty	UoM	HSN/ SAC	Bidder Quoted make	Basic Rate	GST %	GST Amt	Unit Landed Cost	Total Value
		A				B	C	D=B*C	E=B+D	E*A
Part-A (Supply)										
1	Web Application Firewall (Price break up of each hardware and software component shall be shared separately, attach separate sheet)	4	Nos							
Part-B (Installation, Commissioning and Testing)										
2	Set-up of Web Application Firewall with required professional services	4	Nos							
	Total Value (A+B)									

Note:

- Prices shall be Firm
- The prices received without break up of ex-works, GST are liable for rejection
- Please indicate the exact percentage of taxes in figures and words
- If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
- Bidder should provide the installation cost separately (if any).
- Bidder should provide the rates of accessories required for installation (if any).

COMMERCIAL TERMS AND CONDITIONS

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	120 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	<ul style="list-style-type: none"> ● MS-1: 60 % of order value shall be released on receipt of material at store/ site after Submission of PBG for 10% of contract value ● MS-2: 30% of the order value shall be released after satisfactory installation / commissioning and handover of the equipment's in faultless working condition for period of 30 days from the date of satisfactory installation and submission of the test report. ● MS-3: Balance 10% of the order value shall be released after the project handover, closer and successful run of one month. 	
4	Delivery schedule	6 months from the date of LOI/Order	
5	Warranty & Support	<p>I. Offered solution should be with onsite warranty and support.</p> <p>II. The proposed system including hardware and software shall have Three (3) year warranty and support, which includes comprehensive maintenance and support of the entire proposed WAF along with software updates.</p> <p>III. The solution should be proposed along with technical support services as per requirement for Three (3) years.</p> <p>IV. The proposed Hardware & Software should have life of minimum 7 years. The OEM must support the same for next 7 years. Bidder shall provide certificate of the same.</p> <p>V. During warranty period the hardware and software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too)</p> <p>VI. Warranty/ Support should be 2hrs response, 7 days/week, 24 hours/day.</p> <p>VII. System design should be with 99.9% availability annually. OEM to vet the design and provide the confirmation on system availability as totality.</p> <p>VIII. Support should cover quarterly Preventive Maintenance Service / health checkup of the system.</p> <p>IX. A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least four times for one calendar year.</p>	
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 for an amount of 10% (Ten percent) of the Total Contract value in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. 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

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SL NO	SL NO OF COMMERCIAL TERMS	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note: Technical bid should comprise of point wise compliance/deviation sheet against each clause mentioned in this specification. In event of deviation, logic for the same and details of alternate offer shall be clearly given.

Annexure - VI

QUALIFICATION CRITERIA

Qualification Criteria for bidders		
Parameter	Requirement Description	Supporting documents
Financial stability of the bidder	3. The bidder should have minimum annual turnover of Rs. 07 Crores in at least three financial years out of last five years (i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21).	Documentary evidence in form of certificate from CA in practice
	4. The firm should have a positive net worth in each of the last three financial years (i.e. 2018-19, 2019-20, 2020-21)	Documentary evidence in form of certificate from CA in practice
Taxes and compliance	3. The bidder should be a public/private limited company registered under Companies Act, 1956 for a minimum period of seven years in India.	Documentary evidence of certificates
	4. The bidder should have a valid Registration/ GST Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties in India	Documentary evidence of certificates
Blacklisted	The company should not be currently blacklisted by any Govt. Department or PSU Enterprise in India or abroad	Self-declaration by bidder
Existence	Company should have been in existence in the last 7 years	Certificate of incorporation
Local Presence	The Bidder should be preferred having office in Delhi NCR	Shops & Establishment Certificate from Appropriate Authority
OEM vendor authorization	In case the company is not an OEM	Authorization certificate/ letter of Product from the Product Vendor
Full Cycle Implementation Experience as Primary Contractor	The Bidder must have full cycle experience of implementation of Web Application Firewall (WAF) at least three organizations in last Five years (period ending Bid submission date)	Self-declaration by bidder along with Client name and project details
Availability of Manpower	The bidder should have experience in providing 24x7x365 Technical support service for WAF and should have in-house L3 technical expertise certified from OEM	CV's of In-House resources planned for deployment on the project to be attached

Note:- The bidder shall be required to submit the documentation and proof with contact details for above requirements and purchaser may at his discretion make additional checks for the same including visit to site to check project implementation and current performance.

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.

The bidders must furnish following information:

1. Details to support of Eligibility Criteria to be furnished along with the RFP:

Details of atleast two call center supply/ implementation done:

1	Name and address of customer
2	Name and address of contact person (with phone , fax & email)
3	Nature of services being provided
4	Brief description of network setup

Please attach copies of the PO

2. Bidders details:

1	Office address, telephone fax nos. dealing this RFP
2	Details of official dealing with BYPL for this RFP

3. Deviations from objectives:

The bidder must specify the deviations / infeasibility, if any, from the expectations in this tender document as given in the deviation sheet Annexure V. In case nothing is specified under this heading, it will be assumed that there are no deviations from the requirement described in this document.

4. Detailed technical solution- please attach with all details.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

SELF DECLARATION FORM

Tender No: CMC/BY/21-22/RS/KD/31

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 debaring 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.)

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 with egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

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

III. Environmental

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

The environmental standards are:

- . Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.

- . Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

- . Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

- . Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to 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

VENDOR DATA FORM

1. Name of the company: _____

2. Address of the company: _____

3. During the time the tender enquiry is received and the tender is submitted by us to your office, we authorize following person/ persons whose signatures are attested below to deal with BYPL on our behalf for any clarifications:

S.No	Name & Designation	Contact Telephone & fax	E-mail Address	Specimen Signature
1				
2				
3				

Yours faithfully

Place:

Date:

Signature of the bidder with seal

CHECK LIST

Sno	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNORICED) 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