

**NOTICE INVITING TENDER (NIT)**

**FOR**

**IMPLEMENTATION OF REAL-TIME UNIFIED ENTERPRISE  
MANAGEMENT SYSTEM (EMS) AND NETWORK MANAGEMENT  
SYSTEM (NMS) ON A TURNKEY BASIS IN BYPL**

**NIT NO: CMC/BY/25-26/RS/SkS/APT/37**

**[RFx Number: 2200000165]**

**Due Date for Submission: 23.01.2026, 15:00 HRS**

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

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## **VOLUME – I: INFORMATION TO BIDDER (ITB)**

## SECTION – I: REQUEST FOR QUOTATION

### 1.00 EVENT INFORMATION

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

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	Delivery at
Implementation of Real-Time Unified Enterprise Management System (EMS) and Network Management System (NMS) on a turnkey basis in BYPL	1,180	1.88 Crore	3.77 Lakhs	Delhi Office(s)/ Site(s)

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

- 1.02 The tender document is available for downloading from our website [www.bsesdelhi.com](http://www.bsesdelhi.com) --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders** or through our E-Tendering portal link (<https://srmpportal.bsesdelhi.com>).
- 1.03 **Tender Fee:** The bidder has to compulsorily submit the non-refundable tender fee of ₹ 1,180/- as demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS covering the cost of bid documents. Any such bid submitted without this Fee shall be rejected.
- 1.04 **Earnest Money Deposit (EMD)** of ₹ 3,77,000/- (Rupees Three Lakh and Seventy-seven Thousand only) valid for 120 days from the due date of bid submission in the form of BG/FD/online transfer of the requisite amount through IMPS/NEFT/RTGS. Any such bid submitted without EMD shall be rejected.

### 1.05 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	23.01.2026 up to 15:00 Hrs
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the MS team Meeting link: <a href="https://teams.microsoft.com/join/19%3ameeting_ZjkzMmQxMDktMWY0Zi00ZGExLTk0NjAtYTFjNWlxZGVjYzgw%40thread.v2/0?context=%7b%22Tid%22%3a%22fa1a577f-3ac1-41e0-90d9-1b19c394aaf8%22%2c%22Oid%22%3a%226225bf6f-f382-428e-a886-405df8a3e003%22%7d">https://teams.microsoft.com/join/19%3ameeting_ZjkzMmQxMDktMWY0Zi00ZGExLTk0NjAtYTFjNWlxZGVjYzgw%40thread.v2/0?context=%7b%22Tid%22%3a%22fa1a577f-3ac1-41e0-90d9-1b19c394aaf8%22%2c%22Oid%22%3a%226225bf6f-f382-428e-a886-405df8a3e003%22%7d</a> After registering, you will receive a confirmation email containing information about joining the meeting.	13.01.2026, 11:00 Hrs
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	15.01.2026 up to 18:00 Hrs
4	Last Date of replies to all the pre-bid queries as received	19.01.2026 up to 17:00 Hrs
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	23.01.2026 up to 15:00 Hrs
6	Date & Time of Opening of PART A – EMD and Technical Bid	23.01.2026 up to 15:45 Hrs
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail

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

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

**Part A – Techno Commercial Bid**

**Part B – Price Bid**

Bids will be submitted online and received up to **23.01.2026, 15:00 Hrs.** at the address given below.

Part A of the Bid shall be opened online on **23.01.2026, 15:45 Hrs.**

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

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

All documents shall be duly superscripted as bid for “Implementation of Real-Time Unified Enterprise Management System (EMS) and Network Management System (NMS) on a turnkey basis in BYPL” **“NIT NO: CMC/BY/25-26/RS/SKS/APT/37 [RFx Number: 2200000165] DUE ON 23.01.2026, 15:00 Hrs.”**

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

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

## **2.00 QUALIFICATION CRITERIA**

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

### **2.01 Technical Criteria:**

<b>S. No.</b>	<b>Criterion</b>	<b>Documents to be submitted by bidder along with Bid in support of Qualification Criteria</b>
1	The Bidder should be OEM or Authorized channel Partner of the OEM as on the date of tender with an authority to sell, upgrade, supply, service and maintain the proposed products	In case bidder is an authorized partner of OEM, Manufacturer Authorization Form (MAF) from OEM stating that bidder is an authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract

		during the contract period, contracted services will be provided by OEM within the stipulated time
2	The bidder's company should have been in existence for more than <b>5 years</b> and bidder/ OEM must have experience of project execution of similar work as per tender requirement in Govt sector/ PSU/ Large Corporate/ BFSI/ Utility Companies in last <b>5 years</b> .	<b>Bidder shall provide:</b> a. Certificate of Incorporation. b. Self-declaration by Authorized bidder or OEM along with Client name and project details. If bidder is an authorized partner of OEM, credentials of OEM shall be considered for similar project execution experience.
3	The bidder should have Supplied and implemented EMS and NMS Solutions in at least <b>two</b> Organizations including Utility/BFSI/ PSU/ Government/ Enterprise Organizations in India, during last <b>five (5) years</b> as on bid submission date.  Out of these two, <b>one</b> solution should be of the <b>same OEM</b> as is being offered to BYPL.  In <b>each</b> of these solutions bidder should have implemented EMS/NMS in minimum <b>500 elements</b> which should include discovery & policy enforcement.	<b>Bidder shall provide:</b> a. Purchase Order copies b. Performance Certificate/ Completion certificate/ Invoice Copies If bidder is an authorized partner of OEM, credentials of OEM shall be considered.
4	The bidder/OEM should have prior experience of minimum <b>5 years</b> from the date of RFP in the product category of the proposed solution with any <b>Gartner recognitions</b> for "IT Infrastructure Monitoring Tools / Network Performance Monitoring"	Gartner Magic Quadrant shall be provided by bidder
5	The proposed solution should support IPv4 & IPv6	An undertaking is required on OEM's letter head.
6	Bidder must comply with the technical specification and scope of work as per NIT	Technical confirmation on OEM Letter head with Authorized signatory
7	The bidder and OEM shall have valid certifications as on the date of submission of bid: a) ISO 9001:2015 b) ISO 27001	Bidder shall furnish the copies of valid certificates
6	The Bidder shall have office in NCR.	Valid Address proof for presence in NCR

## 2.02 Commercial Criteria:

S. No.	Criteria	Documents to be submitted by the bidder
1	Bidder should have Average Annual Sales Turnover of Rupees <b>20 Crore</b> or more in last three (3) Financial Years (i.e. FY 2022-23, 2023-24 and 2024-2025).	Balance Sheet / Copy of Audited P&L Account / Duly certified CA certificate having UDIN to be submitted
2	Bidder should have positive Net Worth for the last three financial years (2022-23, 2023-24 and 2024-2025).	Bidder should furnish a Certificate from the Chartered Accountant (CA) for Net Worth
3	The bidder should be a public/private limited company/ partnership/ limited liability partnership, corporation registered under Indian Companies Act, 1956/ 2013/ Indian Partnership Act, 1932.	The bidder must submit the copy of registration

4	The bidder must have valid PAN No. GST registration in addition to other statutory compliance.	The bidder must submit the copy of PAN and GST registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.
5	The Bidder shall submit an undertaking that “No Litigation” is pending with BYPL or its Group/Associates Companies as on the date of bid submission	Self-undertaking on bidder's letterhead
6	The Bidder shall not be blacklisted/debarred by any central/state government institution /PSU/ electricity utilities as on the date of submission of the bid.	Self-undertaking on bidder's letterhead

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

### 3.00 BIDDING AND AWARD PROCESS

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

#### 3.01 BID SUBMISSION:

##### **BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:**

BSES will carry out E-Procurement through its e-procurement SRM portal <https://srmpdportal.bsesdelhi.com>.

Interested non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: [Rakesh.Ku.Sharma@reliancegroupindia.com](mailto:Rakesh.Ku.Sharma@reliancegroupindia.com),
2. Mr Anup Toppo, E-mail: [Anup.toppo@reliancegroupindia.com](mailto:Anup.toppo@reliancegroupindia.com), with your details as per below:

- a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available): .....
- b) Trade Name: .....
- c) Address of Principal Place of Business: .....
- d) Contact Person's Name: .....
- e) Contact Person's Designation: .....
- f) Contact Person's Mobile No.: .....
- g) Contact Person's email ID: .....
- h) Also, attach a valid copy of the Power of Attorney in favour of the above-mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

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

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

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

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

If required; Please mention our NIT Number: - ..... on envelope of the above mentioned documents and drop the same in our Tender Box placed at **BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032**

The documents and the outer envelope shall be addressed to the following:

**Head of Department**

**Contracts & Materials Deptt.**

**BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032**

Kindly Note:

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

This is a two-part bid process. Bidders are to submit the bids online in 2(Two) parts through the BYPL SRM portal.

**PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and shall be submitted before the due date & time specified.

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

S. No.	Descriptions	Type of Documents/Format
<b>A.1</b>	<b>Bid Details</b>	
1	<b>Bid Index for Part-A (Technical Bid)</b>	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	<b>Cover Letter, if any</b>	Standard Format
3	<b>Bid Form (Un-priced) Duly Signed</b>	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	<b>Tender Fee</b>	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	<b>EMD</b>	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	<b>Power-of-Authority/ Authorization Letter</b>	In the standard stamp paper/letter
<b>A.2</b>	<b>Technical Bid</b>	
7	<b>Communication Details of the Bidder</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	<b>Manufacturer Authorization Form (as applicable)</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	<b>Technical Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	<b>Schedule of Deviations - Technical</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11



11	<b>Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification</b>	Bidder shall submit duly filled GTP with all Technical documents (If Applicable)
12	<b>Technical Drawings as per specification</b>	Bidder shall submit all Drawings as per the specification (If Applicable)
13	<b>Type Test Reports</b>	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12 (If Applicable)
14	<b>Sample Submission Details (if applicable as per specification)</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13 (If Applicable)
15	<b>Product Catalogue (If applicable)</b>	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	<b>Manufacturer's Quality Assurance Plan</b>	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	<b>Other drawings/ documents mentioned in technical specification</b>	Bidders shall submit a copy of documents in their technical bids in support of technical specifications (If Applicable)
18	<b>Testing Facilities</b>	Bidder shall submit the details of testing facilities available at their works/factory.
<b>A.3</b>	<b>Commercial Bid</b>	
19	<b>Company Profile, Organization Chart &amp; Manpower Details.</b>	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	<b>Commercial Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	<b>Undertakings</b>	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	<b>Schedule of Deviations - Commercial</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	<b>Acceptance Form For Participation in Reverse Auction Event</b>	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	<b>Commercial Terms and Conditions</b>	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/ Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05
25	<b>Un price Bid Duly Signed</b>	Item wise marked as “Quoted” & Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT
26	<b>Signed Tender document</b>	Original Tender documents duly stamped & signed on each page as a token of acceptance

**PART B: FINANCIAL BID** comprising of

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

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

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

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

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

**4.00 AWARD DECISION:**

- 4.01 Purchaser intends to award the business on the lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place a Rate Contract/Purchase Order/LOI solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by the purchaser (and/or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay the purchaser (and/or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award may be cancelled and BYPL reserves the right to award other suppliers who are found fit.
- 4.04 Rate Contract: Not Applicable.
- 4.05 Rate shall remain FIRM till the validity of the Contract.
- 4.06 **Quantity Variation:** The purchaser reserves the right to vary the quantity by (+/-) 25% of the tender quantity during the execution of the contract. All quantities are indicative and will be get finalized on quantity and type of camera after actual site survey carried at the locations
- 4.07 Quantity Splitting: Not Applicable.

**5.00 MARKET INTEGRITY**

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

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

**6.00 SUPPLIER CONFIDENTIALITY**

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

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

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

## 7.00 CONTACT INFORMATION

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

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

## SECTION – II: INSTRUCTION TO BIDDERS

### A. GENERAL

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

### 2.00 SCOPE OF WORK

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

### 3.0 DISCLAIMER

- 3.01 This document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their interest.
- 3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or

damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise 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 the Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

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

#### **4.0 COST OF BIDDING**

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

#### **B. BIDDING DOCUMENTS**

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

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

#### **6.0 AMENDMENT OF BIDDING DOCUMENTS**

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on the website [www.bsesdelhi.com](http://www.bsesdelhi.com) and the same will be binding on them.

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

6.04 Purchaser shall reserve the rights to the following:

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

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

#### **C. PREPARATION OF BIDS**

##### **7.0 LANGUAGE OF BID**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the

Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## 8.0 DOCUMENTS COMPRISING THE BID

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

- (a) All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.
- (b) PART A – Technical Bid and
- (c) PART B - Financial Bid

## 9.0 BID FORM

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

### 9.02 EMD

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

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

- (a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or
- (b) Fixed Deposit (lien marked in favour of BSES Yamuna Power Limited) payable at Delhi.
- (c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in Appendix II - **BYPL BANK DETAILS WITH IFSC CODE.**

EMD shall be valid for One Hundred Twenty (120) days after the due date of submission drawn in favour of BSES Yamuna Power Ltd.

The EMD may be forfeited in the case of:

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

or

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

## 10.0 BID PRICES

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

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

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

#### **11.0 BID CURRENCIES**

- 11.01 Prices shall be quoted in Indian Rupees Only.

#### **12.00 PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder’s consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier/E-mail.

#### **13.00 ALTERNATIVE BIDS**

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

#### **14.0 FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the words ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designations without disclosing his principal will be rejected.

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

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

### **D. SUBMISSION OF BIDS**

#### **15.0 SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.
- 15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission. The Technical Documents and the

EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — “EMD”. All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — “Tender No. & Due date of opening”.

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

**16.00 DEADLINE FOR SUBMISSION OF BIDS**

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

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

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

**E. EVALUATION OF BID**

**20.0 PROCESS TO BE CONFIDENTIAL**

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

**21.0 CLARIFICATION OF BIDS**

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

**22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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



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

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

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

### 23.00 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

- (a) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

## F. AWARD OF CONTRACT

### 24.00 CONTACTING THE PURCHASER

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

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

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



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

**26.00 AWARD OF CONTRACT:**

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

**27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES**

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

**28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

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

**29.0 PERFORMANCE BANK GUARANTEE (PBG)**

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

**30.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

(c) Will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time

determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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

### 31.0 STATUTORY GUIDELINES & REGULATIONS

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

### 32.00 SAFETY

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

### 33.00 PRIORITY OF CONTRACT DOCUMENTS

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

i) Contract Agreement/Purchase Order.

(a) Special Conditions of Contract

(b) General Conditions of Contract

(ii) The Letter of Acceptance/ Intent

(iii) Agreed Minutes of the Tender Negotiation Meetings

(iv) Agreed Minutes of the Tender Technical Meetings

(v) The Priced Bill of Quantities

(vi) The Technical Specifications / Scope of work

(vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

## APPENDIX I

ANNEXURE – 1.01

### BID INDEX FOR PART-A (TECHNICAL BID)

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

NIT & RFX No.:

Bidder's Name:

Bidder's Bid Reference No. & Date:

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

**BID FORM**

To

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

Sir,

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

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

Signature..... In the capacity of .....

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

(IN BLOCK CAPITALS) .....

**TENDER FEE DETAILS**

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

**EMD DETAILS**

- a. EMD Amount (Rs.) : .....
- b. Mode of Payment : BG/FD/online transfer through IMPS/NEFT/RTGS (select any one)
- c. BG/FD/UTR No. (As applicable) : .....
- d. Dated : .....
- e. BG valid up to : .....
- f. BG Claim period up to : .....
- g. Bidders Bank Account No. : .....
- h. Name of the Bank : .....
- i. Address of the Bank : .....
- j. IFSC Code of the Bank : .....

**(FORMAT FOR EMD BANK GUARANTEE)**

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

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

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

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

The conditions of this obligation are:

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

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

This guarantee will remain in force up to and including One Hundred Eighty (180) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

**COMMUNICATION DETAILS OF THE BIDDER**

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



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

Date: .....  
Tender No.: .....

To

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

Sir,

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

..... and to subsequently negotiate and sign the Contract.

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

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

Yours Sincerely,  
For .....

Authorized Signatory

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

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

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

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

**Note –**

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

**SCHEDULE OF DEVIATIONS - TECHNICAL**

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

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

**Technical Deviations: -**

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

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

**Seal of the Bidder:**

**Signature:**

**Name:**

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

## ANNEXURE – 1.13

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

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



**UNDERTAKINGS**  
*(To be submitted on Bidders Letter Head)*

Date: .....

Tender No.: .....

To

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

Sir,

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

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

Yours Sincerely,

For .....

Authorized Signatory

**SCHEDULE OF DEVIATIONS - COMMERCIAL**

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

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

**Commercial Deviations: -**

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

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

**Seal of the Bidder:****Signature:****Name:**

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed and stamped by the bidder)

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

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

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

Signature &amp; seal of the Bidder

**VENDOR CODE OF CONDUCT**

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

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

**I. Labour and Human Rights**

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

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

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

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

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

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

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

- . Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

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

## **II. Health and Safety**

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

The health and safety standards are:

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

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

. Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) is to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/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 are to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

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

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

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

## **III. Environmental**

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

The environmental standards are:

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

#### **IV. Ethics**

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

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

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

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

The management system should contain the following elements:

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

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

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

**GENERAL CONDITIONS OF CONTRACT  
(GCC – IMPLEMENTATION OF EMS & NMS)**



## **GENERAL CONDITIONS OF CONTRACT (GCC)**

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

### **1.0 General Instructions**

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

### **2.00 Definition of Terms:**

- 2.01 "Purchaser" shall mean BSES Yamuna Power Limited, on whose behalf this bid enquiry is issued by its authorized representative/officers.
- 2.02 "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03 "Supply" shall mean the Scope of Contract as described.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Conditions, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08 "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09 "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.

- 2.10 “Contract Price” shall mean the price referred to in the “Letter of Acceptance/Purchase Order”.
- 2.11 “Contract Period” shall mean the period during which the “Contract” shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of the extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12 “Acceptance” shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
  - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
  - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

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

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

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

- 4.01 The “Scope of Supply” shall be **Implementation of Real-Time Unified Enterprise Management System (EMS) and Network Management System (NMS) on a turnkey basis** in BYPL and on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit. Please Refer **Volume-III** of this RFQ for detail scope of work.
- 4.02 Bidder shall have to quote for the Bill of quantities as listed in **Volume-II** of this RFQ.
- 4.03 Quantity variation and additional requirements if any shall be communicated to successful bidder during project execution.
- 4.04 All relevant drawings, data and instruction manuals.

### **5.0 Quality Assurance and Inspection**

- 5.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan/test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance of standards/values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of supplier’s in-house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 5.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier is to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.
- 5.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement

documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

- 5.04 On completion of manufacturing the items can only be dispatched after receipt of dispatch Instructions issued by the Purchaser.
- 5.05 All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third-party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.
- 5.06 Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement/specification, the charges along with any other penalty that may be levied are to be borne by the bidder.

## **6.0 Inspection & Test Charges**

- 6.01 GOODS shall be inspected by BUYER and/or third-party inspection agency nominated by BUYER. Inspection shall carry out stage-wise/final inspection as per agreed QA /QC procedure. In addition, inspection of GOODS shall be carried out at our Site/stores. SELLER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.
- 6.02 Inspection charges are included in total order value; however, BUYER will bear third-party inspection charges. In case of a futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same shall be debited from the SELLER's invoices.
- 6.03 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.
- 6.04 Inspection call (if required) shall be raised a minimum of 7 (seven) days in advance from the delivery schedule mentioned in the PO and duly filled Format issued by BYPL

## **7.0 Handling and Storage**

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

## **8.0 Packing, Packing List & Marking**

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

## **9.0 Prices/Rates/Taxes**

- 9.01 **Price basis for supply of materials**

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

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

c) Transit insurance will be arranged by Bidder

#### **10.00 Taxes & Duties**

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

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

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

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

#### **11.0 Invoicing Instructions**

11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.

MDCC (if applicable) will be released separately for Capex & Opex. Invoice will be submitted by the supplier as per the MDCC.

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

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

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

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

- 11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Notes, Purchase Returns, Debit Notes) shall be made within the timelines prescribed under the GST Laws.
- 11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice. Documents and devices to be carried by a person in charge of a conveyance under.
- 11.05.3 Any Vendors / Contractors / Service providers 'shall' mention the following minimum requirements in 'invoice' while furnishing Invoices with us:
1. Invoice / Credit Note Number and Date.
  2. Address of supplier/service provider and GSTN.
  3. Customer Name and Address as per GST Registration Certificate and GST registration Number.
  4. 'Shipped to' and 'Billed to' addresses.
  5. Place of Supply.
  6. Description of Goods/Service along with unit of measurements.
  7. HSN / SAC Code.
  8. Taxable value (Gross & deduct Discount separately if allowed)
  9. Rate and amount of Tax separately for CGST, SGST and IGST as applicable.
  10. Signature of Supplier. (For e-invoices physical signature is not required)
  11. Whether Reverse Charge is applicable or not.
- 11.06 E Way Bills/transit documents for movement of Goods:  
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the movement of Goods and the logistic partner/transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any misdeclaration. The Supplier is responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

## 12.0 Terms of Payment and Billing

12.01 Payment shall be made as per following milestones:

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

**Note:** Milestone payments shall be made after submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance BSES's Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by BSES's, submission of Letter issued by BSES's in respect of completion of User Acceptance Test (UAT), documents as required by BSES like manual & documentation, training etc

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

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

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

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

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

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

### 13.0 Tax Indemnity Clause

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

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



laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.

- 13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.
- 13.04 The parties agree to follow the following process in case any communication of demand, arising out of non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for this agreement), is received by Purchaser:
- 13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.
- 13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.
- 13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.
- 13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

#### **14.0 The Micro, Small and Medium Enterprises (MSME)**

- 14.01 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, he shall declare so within the bid of its status failing which it will be presumed that it is a non-MSME unit. Also, submit a copy of Udyog Aadhaar (UA) & Udyam Registration Number.

#### **15.00 Price Validity:**

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

**16.0 Performance Guarantee**

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

**17.0 Forfeiture**

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

**18.0 Release**

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

**19.0 Defects Liability Period/Guarantee/Warranty & Support**

- 19.01 Offered solution should be with onsite warranty and support (Software/License). Bidder required to provide OEM warranty certificate.
- 19.02 24x7, 4 hrs resolution, 5 years onsite Warranty (part and labor), support from OEM along with all patches for hardware and software
- 19.03 The offered products should be the latest version and should not be at the end of life for next seven (07) years. However, if any product is declared End of life by OEM during the supply period of material, the bidder should supply replaced model or next higher model/ version of the Product without any cost implication to BYPL.

**20.0 Return, Replacement or Substitution**

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



dispose of the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

**21.0 Effective date of commencement of contract**

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

**22.0 Time – The Essence of Contract**

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

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

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

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

**24.0 Events of Default**

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

- (a) Supplier fails or refuses to pay any amounts due under the Contract;
- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BYPL.

**25.0 Consequences of Default.**

- (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BYPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
  - (i) Present for payment to the relevant bank the Performance Bond;

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

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

**26.00 Penalty for Delay**

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

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

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

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

**26.5 For Service Line Agreement (SLA) - Please refer Volume-II for detail terms of penalty for SLA.****27.0 Variation in Taxes, Duties & Levies:**

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

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

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

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

**28.0 Taxes & Duties on raw materials & bought out components**

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

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

**29.0 Force Majeure**

**29.01 General**

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

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

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

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

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

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

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

**29.04 Mitigation of Events of Force Majeure** Each Party shall:

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

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

- 29.06 Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.
- The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of the following occurs:
- i. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.
  - ii. In case the Bidder commits any Act of Insolvency, or is adjudged insolvent
  - iii. Has abandoned the contract
  - iv. Has failed to commence work or has suspended the progress of works
  - v. Has failed to proceed with the works with due diligence and failed to make such due progress
- 29.07 Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because the cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.
- 29.08 Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.
- 29.09 Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as the failure to perform such obligations shall be due to an event of Force Majeure."
- 29.10 Severability  
If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.
- 30.0 Transfer and Sub-Letting**
- 30.01 The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.
- 31.0 Recoveries**
- 31.01 Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by 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
- 32.0 Waiver**
- 32.01 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.
- 33.0 Indemnification**
- 33.01 Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser

and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

**34.00 Termination for convenience of Purchaser**

- 34.1 Purchaser at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Supplier. Purchaser shall pay the Supplier for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Supplier to that effect.
- 34.2 Payment of such compensation is the sole and exclusive remedy of the supplier for termination of this Agreement by Purchaser hereunder and the supplier shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.
- 34.3 Supplier hereby agrees that substantiation for settlement of any claims submitted by supplier shall be complete and in sufficient detail to allow Purchaser's evaluation. Terminate all sub-contracts except those that have been/ to be assigned to the Purchaser all rights, titles and benefits of the Suppliers/Vendor as the case may be.

**35.00 Documentation**

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

**36.0 Transit Insurance**

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

**37.0 Limitation of Liability**

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

**38.0 Liability of Suppliers**

- 38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall

not be liable to the Purchaser for the following:

(a) For any indirect or consequential loss or damage; and

(b) For any direct loss or damage that exceeds:

(i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or

(ii) The insurance claim proceeds that the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.

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

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

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

### **39.0 Intellectual Property Rights and Royalties**

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

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

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

39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third-party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third-party



licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.

- 39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its Sub-Supplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the supplier (or its Sub-suppliers) for any purpose other than with the prior written consent of the Purchaser.
- 39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual license or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the license or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

#### **40.0 Acceptance**

- 40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL ([www.bsesdelhi.com](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract/PO/WO.  
The vendor undertakes that he shall adhere to the Vendor Code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.  
In the event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.  
The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.
- 40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.
- 40.03 Contractor and Company contractual obligations are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both parties.
- 40.04 We expect your services and supplies to be aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; <https://www.bsesdelhi.com/web/bypl/about-bses>.

**BILL OF MATERIAL AND OFFICE CATEGORIZATION**

S. No.	Particulars	Description	Qty. (Lot)	Specification	Tentative Delivery Schedule	Destination
1	Supply	EMS/NMS enterprise Software licenses for 5 years with detail breakup	01	VOLUME – III	Complete project will be delivered in 3 months from date of start of project	BYPL Delhi Office(s)/ Site(s)
3	Installation Testing & Commissioning	Set-up of EMS/NMS solution with required professional services	01			



**APPENDIX II****ANNEXURE – 2.01****FORMAT OF PERFORMANCE BANK GUARANTEE****(To be executed on a Non-Judicial Stamp Paper of appropriate value)**

This Guarantee made at \_\_\_\_\_ this [\_\_\_\_] day of [\_\_\_\_] 20XX

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shaktikiran Building, Karkardoa, Delhi 110032, India hereinafter referred to as the “ Owner ”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for \_\_\_\_\_ (Please specify the nature of contract here ) vide Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Contract”) with M/s. \_\_\_\_\_, (hereinafter referred to as “the Supplier”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause \_\_\_\_ of Conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [\_\_\_\_\_] *pl. specify the name of Bank* having its head/registered office at [\_\_\_\_\_] through its branch in \_\_\_\_\_ *pl. specify the name of Branch through which B.G is issued* hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs. \_\_\_\_\_] *(in words)* without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive

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

6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
  - (i) Vary and/or modify any of the terms and conditions of the Contract;
  - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
  - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to \_\_\_\_\_ *(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on \_\_\_\_\_ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

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

(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

**BYPL BANK DETAIL WITH IFSC CODE:**

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

BSES

**FORMAT OF WARRANTY/GUARANTEE CERTIFICATE**

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

Ref. Purchase Order No. :

Dear Sir,

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

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

Vendor Name & Signature

**UNDERTAKING GST**

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

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

**SUMMARY OF COMMERCIAL TERMS AND CONDITIONS**

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of submission of the bid	
2	Price basis	<b>“Firm”</b> , FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).	
3	Unloading	Unloading at stores/sites shall be in vendor's scope	
4	Transit insurance	Transit insurance in bidder's scope	
5	Payment terms	The payment terms shall be as per NIT Clause No. 12	
6	Delivery/ Completion Schedule	The complete project will be delivered in 3 months from date of start of project.	
7	Defect Liability Period	<p><b>i)</b> Offered solution should be with onsite warranty and support. Bidder required providing OEM warranty certificate.</p> <p><b>ii)</b> 24x7, 4 hrs resolution, 5 years onsite Warranty (part and labor), support from OEM along with all patches for hardware and software.</p>	
8	Penalty for delay	<p><b>a)</b> 1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units for Supply and Services.</p> <p><b>b)</b> Penalty for Service Level Agreements shall be as per Annexure – A of NIT</p>	
9	Performance Bank Guarantee	Performance Bank Guarantee within Twenty-eight (28) days, for an amount of 10% (Ten percent) of the Total Contract value. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty-six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period.	
10	Reverse Auction	In a bid to make our entire procurement process fairer and more transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

**Seal of the Bidder:**

**Signature:**

**Name:**

**VOLUME – II**

**PRICE BID FORMAT**

**ALL PRICES IN INR (₹)**

**Price Bid Format:**

S. No.	Particulars	Description	UoM	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/ UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D=B+C)	TOTAL LANDED VALUE (₹) (E=DXA)
						%	Amount		
1	Supply	EMS/NMS enterprise Software licenses for 5 years with detail breakup	Lot	01					
2	Installation Testing & Commissioning	Set-up of EMS/NMS solution with required professional services	Lot	01					
GRAND TOTAL (1+2) (₹)									
In words .....									

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

The Un-priced bid should be marked as **“Quoted”** and be submitted with Part – A (Technical Bid).

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

Date:

Bidders Name:

Place:

Bidders Address:

Signature : .....

Designation : .....

Printed Name : .....

Common Seal : .....



**ANNEXURE – A**

**SERVICE LEVEL AGREEMENT**

[Penalty for Service Level Agreements EMS and NMS]

**Penalty for Service Level Agreements:**

Selected Bidder will sign Service Level Agreement (SLA) with BYPL to ensure minimum uptime for entire solution and Uptime for individual site as per SLA's mentioned below.

1. The solution will be fully managed by the bidder. Bidder shall provide SLA compliance tool and reports.
2. The selected bidder shall submit quarterly SLA reports to BYPL or the authorized representative appointed by BYPL for verification
3. The Selected Bidder shall enter into a detailed Service Level Agreement with BYPL. SLA will include essential parameters as given below:

- **Working days:** Seven days a week (Monday to Sunday).
- **Application Availability Requirements:** 24 hours for IT DC

**1. SLA Metrics:**

Severity	Description	Response Time	Resolution Time
Sev-1	Complete system outage	15 minutes	4 hours
Sev-2	Partial degradation	30 minutes	8 hours
Sev-3	Minor issue	2 hours	24 hours

**2. Penalties:**

Application Uptime: The percentage uptime shall be calculated on quarterly basis as follows:

Availability =  $\frac{\text{Total no of Hours in month} - \text{Total Outage Hours in month}}{\text{Total No of Hours in month}} \times 100\%$   
(IT & OT DC 24 Hours)

**Note:** All penalties should be linked to the overall project cost and adjusted against the PBG submitted by the bidder, on a quarterly basis, with final settlement done annually.

**3. Uptime for EMS and NMS Application:**

Bidder shall give uptime guarantee of 99.5% on monthly basis for all DC IT and DC OT devices. In case uptime falls below the guaranteed level, BYPL will impose a penalty of 10% of the monthly amount for each percent below the guaranteed level for the respective device. Refer table – a for penalty percentage details. Further, if uptime for any device during any month is less than 95%, BYPL will not make any payment for the month for that location.

**4. Maximum Penalty:**

The maximum penalty shall not exceed beyond 10% of quarterly contract value in any quarter of operations. If maximum penalty is levied for more than 3 quarters or if total penalty crosses 10% of overall project cost, BYPL reserves the right to terminate and recover the financial losses in addition to the LD clause from the bidder.

All penalties should be linked to the overall project cost and adjusted against the PBG submitted by the bidder, on a quarterly basis, with final settlement done annually.

Technical bid should comprise of pointwise 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

**VOLUME-III**  
**TECHNICAL SPECIFICATION & SCOPE OF WORK**

## **SCOPE OF WORK**

### **1. Introduction**

BSES Yamuna Power Limited (BYPL) intends to procure, implement, and operate a **Real-Time Unified Enterprise Management System (EMS) and Network Management System (NMS)** on a **turnkey basis** to monitor, manage, and optimize its IT infrastructure across Data Center (DC), Disaster Recovery (DR), and remote locations.

The EMS/NMS solution shall provide **centralized visibility, proactive monitoring, intelligent alerting, automation, analytics, and reporting** for servers, network devices, applications, databases, security devices, and virtualization platforms.

### **2. Objectives**

The proposed EMS/NMS solution shall enable BYPL to:

- Establish a centralized monitoring platform covering DC, DR, and remote locations for minimum 850 IT endpoints (with 10% scalability headroom).
- Provide real-time fault, performance, availability, event, and log monitoring.
- Monitor servers, network devices, firewalls, WAF, databases, applications, storage, Wi-Fi, ISP links, and virtualization platforms.
- Enable SLA measurement, SLA breach alerts, and automated SLA reporting.
- Reduce downtime through intelligent correlation, root cause analysis, and automated alerts.
- Support capacity planning, trend analysis, and forecasting.
- Integrate with ITIL v3 compliant service desk systems for automated ticket creation.
- Provide vulnerability assessment and management for network and server devices.
- Ensure five (5) years of comprehensive support and maintenance post Go-Live.

### **3. Scope of Work**

- BYPL operates two Data Centers with multiple enterprise applications, servers, network devices, and security systems. The selected bidder shall provide a robust, scalable, secure, and integrated **EMS/NMS solution**, including the technical scope:
- The OEM will lead the project during the implementation phase, installation and configuration and reporting at BYPL site offices
- The SI shall ensure that all the supplied software and upgrades for the solution shall have a support upto next 7 years from the date of issue of Contract Order.
- VAPT and hardening will carry by OEM/SI.
- Overall Project Management responsibility will be own oy OEM along with SI.

- BYPL reserves the right to validate and test the proposed product features and functionality at any stage, both prior to and after issuance of the LOI. Upon request, the bidder shall arrange a demonstration within two working days.

### **3.1 Turnkey Responsibility**

- The selected Bidder / System Integrator (SI), along with the OEM, shall be responsible for **end-to-end delivery**, including:
- Solution design and sizing
- Supply of EMS/NMS software and licenses
- Installation, configuration, integration, testing, and commissioning
- Documentation, training, and knowledge transfer
- Post-implementation support and maintenance
- BYPL shall provide **hardware and operating systems**, unless otherwise specified and cover in project.

### **3.2 Solution Sizing & User Access**

- EMS/NMS shall support minimum 850 monitored endpoints, with 10% additional scalability.
- Solution shall support:
- Minimum 6 Admin users
- Minimum 10 concurrent monitoring users
- Role-based access control (RBAC) shall be implemented.

### **3.3 Licensing**

- All licenses shall be perpetual in nature.
- OEM shall provide certificate confirming perpetual licensing.
- All licenses shall be issued in the name of BYPL.
- Licenses shall cover DC, DR, and remote sites.
- No hidden or subscription-based license components shall be allowed.

### **3.4 Architecture & High Availability**

- EMS/NMS shall support High Availability (HA) in:
- Active-Active or
- Active-Passive mode within the same Data Center.
- Solution shall support centralized, distributed, and hybrid deployment models.
- HA shall cover application services, collectors, databases, and dashboards.

### **3.5 Integration Requirements**

- The solution shall integrate seamlessly with:
- HCL SX Service Desk / standard ITSM tools
- Email Gateway
- SMS Gateway
- Active Directory / LDAP
- APIs for third-party integration
- SNMP, Syslog, WMI, REST APIs

#### 4. Functional Coverage (Mandatory)

The EMS/NMS solution shall include, but not be limited to, the following modules:

- Network Performance Monitoring (NPM)
- Network Configuration Management (NCM)
- Network Traffic Analyzer (NTA)
- IP Address, DNS & DHCP Management (IPAM)
- Server & Application Monitoring (SAM)
- Virtualization Monitoring (VMware & Hyper-V)
- Log Analyzer
- Database Performance Monitoring
- WAN & VoIP Monitoring
- Switch Port & User Device Tracking
- Firewall & Security Device Monitoring

(All detailed technical specifications listed in the document remain **mandatory and unchanged.**)

#### 5. Deliverables

The bidder shall provide:

- Detailed **Bill of Materials (BoM)** including software, licenses, and sizing
- Solution Architecture & Design Document
- Implementation & Integration Plan
- Configured dashboards, alerts, reports, and policies
- Vulnerability assessment reports
- SOPs, admin guides, and user manuals
- Knowledge transfer and training
- Dedicated person to look into this project at on site.
- Final commissioning & acceptance sign-off

## 6. Responsibilities

Responsibility	BYPL	Bidder / OEM
Hardware & Operating System	Provided by BYPL	—
EMS/NMS Software & Components	—	Supplied by Bidder
Database and other software (If required)	—	Supplied by Bidder
Installation, Configuration, Integration	—	OEM
Dashboards, Reports, Tuning & Fine-Tuning	—	OEM

The **OEM must take full responsibility** for successful onsite installation, configuration, and operational readiness of the solution.

## 7. Solution Sizing

S.No	Description	IT Network
1	Router	155
2	Switch	67
3	Firewall	12
4	WAF	2
5	Physical Server	110
6	NTP	2
7	Avaya GW	11
8	Vmware and HyperV	202
9	Data Base (Oracle, MS SQL, MySQL, PostgreSQL, Mango DB, Apache Solr)	21
10	Application	205
11	Storage	5
12	Wi-Fi AP	60

## 8. System Specific requirements

Module	Feature	Description
Network Performance Monitor(NPM)	Fault, Performance, and Availability Monitoring	Quickly detect, diagnose, and resolve network performance issues and avoid downtime with network optimization software.
	Dynamic Network Discovery and Mapping	Automatically discover and map devices, performance metrics, link utilization, and wireless coverage
	SD-WAN Monitoring	Enable SD-WAN Orchestrator dashboards and edge device monitoring
	NetPath: Hop-by-hop Analysis Along Critical Paths	View performance, traffic, and configuration details of devices and applications that are on-prem, in the cloud, or across hybrid environments.
	PerfStack: Cross-stack Network Data Correlation	Accelerate identification of root cause by dragging and dropping network performance metrics on a common timeline for immediate visual correlation across all your network data
	Customizable Topology- and Dependency-aware Intelligent Alerts	Respond to multiple condition checks, correlated events, network topology, and device dependencies
	Automated Capacity Forecasting, Alerting, and Reporting	Automatically calculate exhaustion dates using customizable thresholds based on peak and average usage
	Logical and Physical Network Monitoring in One Tool	Monitor logical components of the SDN environment, including APICs, tenants, application profiles, endpoint groups, and physical entities with Cisco ACI support
	Monitor Cloud vNet Gateway Visibility	NPM gives organizations the ability to troubleshoot VPN issues with a clear picture of both sides of their VPNs for improved connectivity.
	Intelligent Maps	Intuitive aggregation and visualization of data helps you get to the root cause of issues faster, even in complex environments.
	Comprehensive Monitoring for Advanced Network Devices	Visualize and gain insight into the health and performance of our Fortinet/Cisco FTD/PaloAlto/ Fortinet WAF/load balancers, Cisco ASA and Palo Alto Networks® firewalls, and Cisco Nexus® switches with Network Insight features.
	End-user Quality of Experience with Packet Capture and Analysis	Determine if changes in end-user experience are caused by the application or the network
	Dynamic Statistical Network Performance Baselines	Dynamically calculate baseline thresholds from historical network performance data



	Hardware Health Monitoring	Monitor, alert, and report on key device metrics, including temperature, fan speed, and power supply
	Customizable Performance and Availability Reports	Schedule and generate custom network performance reports with one of over 100 out-of-the-box templates
Network Configuration Manager(NCM)	Configuration Backup and Restore	Be able to quickly recover from a configuration change or catastrophic device failure by having the latest device configuration archives to restore.
	Configuration Change Automation	Get help simplifying and standardizing recurring or complex configuration changes by creating a single vendor-neutral script that can be scheduled and executed on routers, switches, and other network devices from Cisco, Palo Alto Networks, Cisco Nexus, Juniper, HP, Dell®, Brocade®, Aruba, and more
	Config-to-Config Diff View	With NCM, you can now see config-to-config diff views in addition to baseline-to-config diff views. Leverage the diff viewer to help quickly identify changes within those configs.
	Change Monitoring	Be able to know when a configuration has changed. An alert signals you to trace the change down to the device and allows you to view what specific changes were made.
	Change Management and Firmware Upgrades	Be able to prevent mistakes by reviewing and approving proposed changes using integrated change approval workflow. Use role and access permissions to improve delegation and collaboration by controlling who can make changes to devices and configurations.
	Baseline and Configuration Drift	Be able to save time identifying out-of-compliance configurations using multi-device baselines. Use a single baseline or multiple across your network to monitor the configs critical to you and leverage the baseline diff viewer to help quickly identify changes within those configs
	Network Insight for Cisco Nexus/HP/Fortinet/Versa/paloAlto	Review interface configs alongside performance metrics—filter, search, and identify config changes for access control lists (ACLs)—and get monitoring and backup for every virtual device context.
	Network Insight for Cisco FirePower//HP/Fortinet/Versa/PaloAlto	Gain the ability to: discover security contexts, backup and restore config files, discover, visualize, and audit access control lists, and easily manage firmware upgrades for Cisco ASAs.
	Network Insight for Cosco/Fortinet/Versa/palo Alto Networks	Gain a deeper understanding of policy configurations, policy and interface config snippets, config diff for policies, and policy management for Palo Alto Network firewalls.
	IOS Vulnerability Scanning	Improve network security by automatically identifying IOS vulnerabilities and easily upgrading IOS firmware

	Compliance Assessment and Enforcement	Leverage out-of-the-box compliance assessments and reports for critical security standards like DISA STIG, NIST FISMA, HIPAA, PCI DSS, and more—then use automated remediation scripts to correct violations.
Network Traffic Analyzer (NTA)	Bandwidth Usage by Application	Provides valuable insights into which applications are consuming the most network bandwidth, and tracks application traffic arriving from designated ports, source IPs, destination IPs, and even protocols
	Bandwidth Usage by IP Groups	Analyzes network traffic with custom overlapping IP address groups. Create your own IP address groups to view network traffic the way you want to see it
	Bandwidth Threshold Alerting	Delivers an instant alert notification, including a list of top talkers when an interface exceeds its bandwidth utilization threshold
	Traffic Analysis Dashboard	Delivers a comprehensive, customizable view of your network traffic on a single pane of glass, helping you spot potential problems quickly with top-ten views of network traffic data. Get to the root cause of bandwidth issues with an intuitive point-and-click interface.
	Cross-Stack Network Data Correlation	Accelerate identification of root cause by dragging and dropping network performance metrics on a common timeline for immediate visual correlation across all your network data
	CBQoS Performance Views	Enables you to view network traffic segmented by Class of Service methods, measure effectiveness of your CBQoS policies, and quantify bandwidth consumption by class map
	Port 0 Monitoring	TCP/UDP monitoring of port 0 traffic highlights any flows directed to port 0, so you can identify intrusive traffic.
	Top-Talker Optimization	Determines which flows are representative of the majority of bandwidth usage. Boost overall performance of SolarWinds NTA up to 10x when capturing flows representing 95% of the total network traffic
	Flow Navigator	Build complex, multi-variable filters to help you answer questions faster.
	Flow-Based Reporting	Enables you to create in-depth network traffic reports with a few clicks, or schedule automatic weekly delivery to your team
IP Address Manager (IPAM)	IPv4 and IPv6 Address Management	IPAM actively identifies and manages IPv4 and IPv6 addresses and uses active scanning to discover and track subnets and associated address blocks
	Integrated DHCP and DNS Configuration Management	IPAM works with your multi-vendor DHCP and DNS services—no additional proprietary software or hardware is required for management. You can easily unify and manage your Microsoft, Cisco, and ISC open-source DHCP servers and your BIND and Microsoft DNS servers.

	Infoblox Monitoring	IP Address Manager can monitor your Infoblox DHCP and DNS resources, allowing you to view subnets, DNS zones, and DHCP scopes in one place.
	API Support	IPAM offers IPv4 and IPv6 API support with create, read, update, and delete (CRUD) operations to provide two-way integration with third-party software. With CRUD operations, you can automate the creation, modification, and deletion of IP records. Additionally, you can create new subnets in IPAM and create/update/remove DNS entries through the API.
	IP Request Form	The IP request form automates IP address requests from users to help save time and enhances network reliability. It allows those with the necessary permission to select the subnet on which they want their IP addresses, and then IPAM will automatically reserve them.
	IP Conflict Detection Resource	Quickly tend to IP conflict issues and help avert network downtime. IPAM alerts you when there's an IP conflict on the network.
	Global IP Address Search	IPAM can track down a specific IP address on your network typically in seconds by performing a global search
	Subnet Allocation Wizard	You can specify supernet and subnet sizes so IPAM can automatically allocate the correctly sized subnet. The Subnet Allocation Wizard helps you efficiently organize your managed IP address space into subnets sized appropriately for the extent and traffic of your network.
	Automated IPv4 Subnet Discovery	SolarWinds IPAM helps you create an up-to-date IP address map of your network by directly pulling data from router configurations and connected machines. The Automatic Subnet Discovery uses SNMP credentials for polling devices and discovers subnets from the routing table of the router.
	Automated IP Address Scanning	IPAM allows you to easily set up scheduled, automatic scanning for both your IPv4 and IPv6 address space. Reduce manual errors and help ensure your network's IP address information is up-to-date. Scheduled IP address scanning also helps you avoid IP address conflicts by recognizing transient IP status.
	DHCP Split Scope Functionality	IPAM gives you quick and easy DHCP split scope configuration for high availability and load balancing of your critical DHCP services
	Detailed Event Recording	IPAM automatically records all IP-related events and keeps a detailed activity log showing what changed and when for quick and easy troubleshooting.

	DNS Record Mismatch Detection, A and PTR Record Pairing	IPAM automatically detects and points out any mismatch in DNS forward and reverse record entries. IPAM highlights any disparity in the record for easy identification, allowing you to quickly fix it.
	Advanced DHCP Configuration Options	IPAM allows you to directly configure standard DHCP options for your multi-vendor DHCP servers without having to log in to the DHCP server or deal with complicated CLI commands.
User Device Tracker(UDT)	Automated Switch Port Discovery	SolarWinds UDT begins monitoring devices immediately and saves you time and effort on tracking devices operating on the network. You can schedule regular scans to automatically discover new devices and ensure you have an up-to-date view of your network
	Device Whitelisting	Constantly monitor device/user network access with the whitelisting feature. Identify “safe” and “rogue” devices attempting to access the network. Devices not on the whitelist appear in the Rogue Devices resource list and an alert is generated automatically.
	Remote Port Shutdown	UDT allows you to remotely shut down a compromised network device port with point-and-click simplicity
	Map and Monitor Switch Ports	UDT allows you to easily discover switches operating at near capacity, as well as switches from which you can reclaim unused ports
	Trace and Block Unauthorized Users	Easily identify and locate unauthorized users. SolarWinds UDT helps you quickly find rogue users on the LAN or wireless network. By retrieving current and past connection information, you can quickly verify if the device is unauthorized
	Quickly Locate Network Devices	Manually tracking and locating a missing or unknown device takes hours of searching, and may or may not be successful. Quickly find network devices and retrieve switch name, port, port description, VLAN, VRF data, vendor information, and more. UDT helps you easily track down device locations on your LAN and wireless network.
VoIP Network Quality Manager (VNQM) &	IP SLA Operations Setup	Allows defining Cisco IP SLA operations directly from the Orion console — like UDP jitter, ICMP echo, and HTTP tests.
	Real-Time VoIP Quality Monitoring	Collects live call metrics (jitter, latency, packet loss) for each VoIP path or call.
	Call Detail Record (CDR) Import	Integrates with CUCM/Avaya to import and analyze individual call data.
	Call Path Visualization	Graphical map showing call paths and related network elements
	VoIP Gateway & Trunk Monitoring	Monitors gateway health and call routing across trunks
	WAN Performance Measurement	Monitors WAN circuits for delay, packet loss, and jitter

Server and Application Monitor (SAM)	Application Availability and Performance Monitoring	Over 249 application, system, infrastructure, and , including Windows, Linux, Java, Active Directory, more
	Application Infrastructure Dependency Mapping	The built-in AppStack™ dashboard gives you a contextual view of how applications are linked to other components within the IT infrastructure, including servers, virtual machines, and storage systems
	Dynamic Maps	SAM can automatically discover the relationships between applications and servers based on active application communication and collect network connection statistics, such as packet loss and latency.
	Https/http Monitor	URL Status Monitoring
	Services and Process Monitor	Monitor services and process across applications
	Script based Monitoring	Powershell/SSH/perl etc based monitoring
	Deep Monitoring of Microsoft Active Directory, IIS, Oracle and SQL Server	The built-in ApplInsight monitoring templates are designed to deliver deep visibility to help you identify complex performance issues in Active Directory, Microsoft Exchange, IIS, and SQL Server.
Server Monitor	Real-Time Server Monitoring	Real time server Monitoring for, CPU, RAM, DISK, Network and OS
	Operationalize Your Compliance Policy Monitoring	Monitoring your server configurations against compliance policies can be cumbersome.
	Manage Your Hardware and Software Inventory	SCM automatically discovers your servers and application for you, keeping your hardware and software inventory information up to date.
Virtualization Manager (VMAN)	Complete visibility into your entire environment	Monitor VMware vSphere, and Microsoft Hyper-V environments, whether on-premises or in theCo Location—with a single tool. VMAN can also deliver visibility into how your virtualization environment connects to application, server, and storage infrastructure for faster troubleshooting.
	Address virtualization issues efficiently	The VMAN console can execute a variety of management actions, including power on/off, suspend and reboot a VM, or take and delete snapshots. You can migrate VMs to a different host and VM disks to a different datastore or shared cluster volume. These actions can be triggered manually or through customized alerts or scripts, which can help you optimize your resources without jumping to a separate tool
	Reclaim resources for improved performance and cost savings	You can reclaim virtual resources quickly with VM sprawl alerts and recommendations. VMAN can automatically find idle, stale, and zombie VMs and orphaned VMDKs to help you free up storage space and improve overall performance. VMAN can guide you in rightsizing your VMs to recapture CPU and

		memory resources for further savings.
	Virtualization Capacity planning simulation	know more about hype-v performance and efficiency to create more VMs
	Virtualization Sprawl	Know about under/over allocated resources.
	Assign costs to specific workloads	VMAN delivers easy-to-use chargeback reporting to calculate the computing costs of specific virtual workloads. With this information, you can clearly communicate virtual infrastructure cost information for more effective budgeting
Log Analyzer (LA)	Event log collection and analysis	Your infrastructure and applications are constantly generating log data to provide performance insight. Whether they're Syslog, SNMP traps, Windows, or VMware® events, they can often provide crucial insight to help troubleshoot
	Search and filter log data	Log data piles up fast, and it can be tricky to find the right bit of information. Log Analyzer helps you quickly perform searches and apply filters to refine your results. Use color-coded tags to your log data to aid with filtering, searching, and identifying performance issues.
	Real-time log stream	With SolarWinds Log Analyzer, you can also see an interactive, real-time log stream. Ease troubleshooting by watching the log data to identify potential issues as they occur and filter for keywords like event IDs or error codes
	Intelligent alert actions	Log Analyzer integrates with the SolarWinds Platform intelligent alert engine to provide customizable alerts and delivery options, including email notifications, ServiceNow® and SolarWinds Service Desk integration, and the ability to trigger an external script.
Database Performance Analyzer (DPA)*	Wait-Time Analysis	Measures query response time based on what the DB engine is waiting on — CPU, memory, I/O, locks, or network.
	Query Performance Analytics	Ranks SQL queries by impact, execution time, and wait events.
	Blocking and Deadlock Detection	Monitors locks and deadlocks between sessions
	Real-Time & Historical Monitoring	Displays both live and historical performance trends.
	Resource Utilization (CPU, Memory, I/O)	Tracks host resource consumption per database instance
	Query Tuning Recommendations	Provides SQL tuning insights, index suggestions, and execution plan data
	Multi-Platform Support	Monitors multiple DB types from one console (Oracle, SQL, MySQL, PostgreSQL, etc.).
	Query Advisors & Historical Baselines	Helps track query behavior changes over time

Firewall Management	Firewall Cico/Fortinet/PaloAlto/Versa Management	The Solution should provide Security Best Practices report which provides the ability of organization with best security controls.
	F/w Optimization and Cleanup	The Solution should Optimized and cleanup VPN Rules. It should obtain active VPN users, user-specific & user group specific VPN usage, sessions.
	mitigation of vulnerability pertaining to the solution	The partner and OEM should have to support prioritization of the mitigation of vulnerability pertaining to the solution as per the organization policy/process/regulatory and contractual requirements.



## TECHNICAL SPECIFICATION:

### A. Performance Monitoring:

S.No	Description	Compliant/ non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to monitor: (a) Routers (b) Switches (c) Firewalls (d) Wireless devices (e) Servers (e) Other SNMP-enabled devices		
1.2	Should automatically provide real-time, in-depth network performance statistics after discovery/configuration of devices, including but not limited to, (a) CPU load (b) Memory utilization (c) Interface utilization (d) packet loss		
1.3	Should show statistics like interface bandwidth, current traffic in bps, total bytes received/transmitted etc.		
1.4	Should be able to discover and troubleshoot network paths hop-by-hop for both on premises and cloud environment for specific TCP connections		
1.5	Should display information including alerting for major routing protocols (BGP, OSPF, RIP, EIGRP) with options to view and search routing tables including VRFs, changes in default routes and flapping routes, router topology and neighbor statuses		
1.6	Should help with multicast traffic information monitoring, alerting including topology information, multicast information, route information, multicast errors etc.		
1.7	Should display device status and interface status by different colors to represent warning and critical status		
1.8	Should monitor hardware health for popular vendors like Cisco, DELL, F5, Juniper, HP etc. and should allow alerting and reporting on hardware health monitoring		
1.9	Should show both realtime details and historical details in form of charts with option to choose the timeperiods		
1.10	Should be able to discover and monitor both IPv4 and IPv6 devices		
1.11	Should have options to poll using SNMP v1, v2c and v3 and WMI		
1.12	Should have options to configure polling intervals as needed		
1.13	Should have options to specify data retention periods		
1.14	Should have the option to determine device availability using SNMP only		
<b>2</b>	<b>Network Discovery</b>		
2.1	The proposed monitoring solution should be able to discover devices in the network with SNMP and ICMP capabilities automatically, on input of, (a) IP address ranges (b) subnets (c) individual IP addresses (d) Active Directory		
2.2	Should not add devices with multiple IP addresses as duplicate nodes but should list all known IP addresses for the node		
2.3	Should allow interface filtering on discovery results to exclude virtual interfaces and access ports and select interfaces based on pattern matching		



2.4	Should have option to automate and schedule discovery process		
2.5	Should be able to automatically imports discovered devices		
2.6	Should prompt in web console on discovery of new devices in network		
2.7	Should use discovered information for creating topology maps		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface with asynchronous view refreshing		
3.2	This web console should be accessible centrally or remotely		
3.3	The web console should allow multiple users to log in at the same time		
3.4	It should have horizontal scaling options available if too many users login at same time		
3.5	It should allow customization by having options to add/remove sections in web pages as necessary		
3.6	It Should provide a unified view of alerts, traps, events, syslog messages in a single page		
3.7	It should give a single unified view of multicast information, route information and device information for a device.		
3.8	It should quickly highlight devices with issues, based on different properties like response time, cpu load, memory usage, high interface usage etc.		
3.9	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access		
3.10	It should log user actions and events in the web console for audit purposes and they should be available for alerting and reporting		
3.11	It should allow interactive charting for node, interface, volume charts etc.		
3.12	It Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable in tabular format		
3.13	It should allow export of any web page in console to PDF format		
3.14	It should integrate with Active Directory for user login purposes		
3.15	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Should be able to generate / create the report via the web console		
4.3	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.4	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.5	Should allow advanced customization by providing options to enter custom queries to query the database directly		
4.6	Should have options to save the customized reports permanently and have them accessible in web console		
4.7	Should allow reports to be sent out on schedule as daily, weekly, monthly		

	reports		
4.8	Should allow emailing of dashboards created in web console		
4.9	should be able to configure both charts and tables into a single report.		
4.10	Should have options to import/exports reported created by other users		
4.11	Should support multiple formats such as pdf, HTML and CSV		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to manage and display events/alerts in the web console		
5.2	The alerts and events information should be logged into the database for future reference		
5.3	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.4	It should allow custom queries to be entered to create rules against the database		
5.5	It should allow creation of new alerts from scratch and also customizable threshold limits		
5.6	It should allow creation of alerts based on sustained states		
5.7	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.8	Should have support for variables in alert email message to make the content more self-explanatory		
5.9	Should have the ability to dynamically baseline statistics and automatically set Warning and Critical threshold		
5.10	Should allow alerts suppression during scheduled maintenance		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered		
6.2	Should also allow adding members to groups on-the-fly by specifying a property which can dynamically change values, like volumes reaching low free space		
6.3	Should be able to define dependencies and relationships between connected devices and interfaces to avoid false-positive email alerts in case of outage.		
6.4	Should be able to calculate group availability by averaging the availability of the group members.		
<b>7</b>	<b>Network Maps</b>		
7.1	The proposed monitoring solution should be able to represent the network pictorially and display performance details of devices in real time		
7.2	Should allow customization of background, icons etc. and should allow multiple network maps to be nested with drill-down capabilities		
7.3	Should be able to display not just the device status on the map but also status of any other detail obtained through custom MIB polling		

7.4	Should have the capability to display the status of nodes or an aggregated group of nodes over dynamically updated street data.		
7.5	Should be able to automatically connect devices by means of topology information gathered during discovery, like Cisco Discovery Protocol or Link Layer Discovery Protocol		
7.6	Should be able to view multicast topology using upstream and downstream device list information		
7.7	Should be able to display devices location on the geographical level and down to street level		
7.8	Should have the ability to show the link utilisation as a 'weather map'		
<b>8</b>	<b>Multi-vendor Support</b>		
8.1	The proposed monitoring solution should not be vendor-specific		
8.2	The discovered devices should be detected as that of a specific vendor and categorized automatically		
<b>9</b>	<b>Extensibility</b>		
9.1	The proposed monitoring solution should allow gathering of custom properties from SNMP-enabled devices by specifying the OID of the properties		
9.2	Should be able to fetch properties from devices without need to import device MIBs into MIB database		
9.3	Should be able to get realtime values, charts and also alerts on these custom properties		
9.4	Should have APIs available to programmatically import/export nodes and do similar functionality		
<b>10</b>	<b>Application Aware Network Performance Monitoring</b>		
10.1	Should be able to provide Network Response Time (NRT) and Application Response time (ART) for critical applications		
10.2	Should be able to identify and classify ~1200 applications out of the box		
10.3	Should have the ability to display aggregate volume metrics per application / node		
10.4	Should have the ability to create custom HTTP applications		
10.5	Should be able to contextually provide QoE data for nodes in Node Details subview		
<b>11</b>	<b>Additional Components</b>		
11.1	Should have utilities to view the database, to stop and start application services		
11.2	Should have options to receive, display and alert on syslog messages and traps from devices		
11.3	Should have wireless reporting option to display wireless thin and autonomous access points and their associated clients		
11.4	Should have customized mobile views of console for administrators' immediate viewing		
11.5	Should be able to monitor Cisco switch stack, with the ability to display individual member switches, power stack and data stack rings		
11.6	Should be able to report on technologies like Cisco UCS, Energywise feature		

11.7	Should be able to report on virtualized Cisco Nexus 1000V switches, VSAN, Fibre Channel switches like Cisco MDS, Brocade, McData devices		
11.8	Should be able to monitor HP Aruba wireless infrastructure		
11.9	Should be able to monitor entire VMware and Hyper-V virtual infrastructure, including Virtual Centers, Datacenters and ESX clusters, and automatically track VM performance		
11.10	Should be able to monitor individual components in F5 BIG-IP load balancing environment		
11.11	Should be able to monitor individual components in Cisco ASA firewall, including but not limited to: connection count, site to site and remote access VPN tunnels, interface identity and utilization, high availability status and configuration synchronization status.		
11.12	Should be able to monitor Cisco Nexus with VDC awareness, including vPC specific view for configured vPC and peer vPC.		
11.13	Should be able to monitor SDN environment (e.g. Cisco ACI), including but not limited to: APICs, tenants, application profiles, endpoint group and physical entities.		
<b>12</b>	<b>Integration</b>		
12.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
12.2	Should allow integration with third-party applications at user-interface layer, through message exchanges and also through APIs		
12.3	Should be able to integrate with ServiceNow, with the ability to automatically create incidents and synchronize the acknowledgement of incidents bidirectionally		
12.4	It should support SAML 2.0 for integration with Active Directory Federation Services (AD FS) or Okta for Single Sign-On (SSO)		
<b>13</b>	<b>Enterprise Scalability</b>		
13.1	The proposed monitoring solution should be able to accommodate growth through addition of load-balancing applications		
13.2	Load-balancing engines should handle interruptions in the connection between the engines and the main application		
13.3	Should allow information from multiple instances of application to be consolidated into a single view		
13.4	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>14</b>	<b>High Availability</b>		
14.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>15</b>	<b>Platform Security</b>		
15.1	Should be fully compatible with TLS 1.2, without any dependency on TLS 1.1 or 1.0		

15.2	Should support Microsoft Device Guard with all binary signed to ensure code integrity		
<b>16</b>	<b>Deployment</b>		
16.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
16.2	Should support agentless deployment		
16.3	Should support deployment on Amazon EC2 and Microsoft Azure (optional)		
16.4	Should support centralized upgrade for all remote components (e.g. remote data collectors, web consoles) without additional management operation on the remote servers		
16.5	Should include actionable dashboard that provide self check functionality for the monitoring platform and display remediation advice for non-compliant item		
<b>17</b>	<b>Frequency of Updates</b>		
17.1	New features to be added to product versions frequently, preferably twice every year or more		
17.2	Should notify availability of new versions in the web console		
<b>18</b>	<b>Product Support</b>		
18.1	Should provide 24x7 support		
18.2	Active support through forums and community would be a welcome feature		

**B. Bandwidth Monitoring:**

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to monitor network traffic by capturing flow data from network devices, including Cisco NetFlow v5 or v9, Juniper J-Flow, IPFIX, sFlow, NetStream data, sampled NetFlow data and Cisco ASA NetFlow		
1.2	Should identify which users, applications, and protocols are consuming the most bandwidth		
1.3	Should highlight the IP addresses of the top bandwidth consumers on the network and find out unwanted bandwidth usage		
1.4	Should be able to associate traffic coming from different sources to application names		
1.5	Should be able to receive flows from non-SNMP-enabled devices, like VMware vSwitch		
1.6	Should monitor Class-Based Quality of Service (CBQoS) with nested policies to find out if traffic prioritization policies are effective and if business-critical applications have network traffic priority		
1.7	Should also support Cisco NBAR2 classification		
1.8	Should monitor Type of Service (ToS), Differentiated Services Codepoint (DSCP), and Per-Hop Behavior (PHB)		
1.9	Should monitor BGP information		
1.10	Should show both recent and historical details in form of charts with option to choose the timeperiods		
1.11	Should have options to specify data retention periods to avoid strain on database and server resources		
1.12	Should provide flow analysis with 1-minute granularity		
<b>2</b>	<b>Network Discovery</b>		
2.1	The proposed monitoring solution should be able to automatically add flow sources which are already being monitored for performance		
2.2	Should notify the flows coming in from unmanaged devices and/or unmanaged interfaces and allow to add them for monitoring with minimum effort		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface		
3.2	It Should provide diverse views categorized by user, application, department, conversation, interface, protocol, type of service, Autonomous System Networks		
3.3	It should allow creation of personalized views of network traffic by providing list of parameters from which we can pick and choose to set filters		
3.4	It should have ability to save customized filtered views as new links in web page for easy access later, with options to search for IP		

	ranges/CIDR etc		
3.5	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable as tabular format.		
3.6	This web console should be accessible centrally or remotely		
3.7	The web console should allow multiple users to log in at the same time		
3.8	It should have horizontal scaling options available if too many users login at same time		
3.9	It should allow customization by having options to add/remove sections in web pages as necessary		
3.10	It should allow export of any web page in console to PDF format		
3.11	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access		
3.12	It should integrate with Active Directory for user login purposes		
3.13	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Class-Based Quality of Service reports should give details on Pre-Policy, Post-Policy and Drops		
4.3	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.4	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.5	Should allow advanced customization by providing options to enter SQL queries to query the database directly		
4.6	Should have options to save the customized reports permanently and have them accessible in web console		
4.7	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.8	Should allow emailing of dashboards created in web console		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to display events and alerts in the web console		
5.2	Class-based Quality of Service alerts should be fired when the traffic processed exceeds threshold settings for Pre-Policy, Post-Policy and Drops.		
5.3	The alerts and events information should be logged into the database for future reference		
5.4	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.5	It should allow SQL queries to be entered to create rules against the database		

5.6	It should allow creation of new alerts from scratch with customizable threshold limits		
5.7	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.8	Should have support for variables in message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed monitoring solution should allow to create custom IP address groups to categorize flows by geography, department, device type etc.		
6.2	Should be able to use these groups while creating customized views of network traffic		
<b>7</b>	<b>Multi-vendor Support</b>		
7.1	The proposed monitoring solution should not be vendor-specific and should be able to monitor devices from Cisco, Foundry, Juniper Networks, Extreme Networks, HP, Riverbed etc.		
7.2	It should be able to provide a unified summary view taking into account all the monitored devices from different vendors		
<b>8</b>	<b>Extensibility</b>		
8.1	The proposed monitoring solution should allow gathering of flow information from devices which are not flow-capable when used with third-party flow exporters		
<b>9</b>	<b>Additional Features</b>		
9.1	Should help in locating and isolating infected computers in case of virus outbreak		
9.2	Should help to recognize malicious traffic, including but not limited to: TCP and UDP traffic on port 0, DOS attack		
9.3	Should give importance to the most bandwidth-intensive conversations to improve database performance, reduce page load times and increase reporting speed.		
9.4	Should compress data in database for optimal performance of application		
9.5	Should ensure database maintenance happens in background to prevent overwhelming of database with flow traffic data		
9.6	Should allow NetBIOS and DNS resolution of endpoint domain names		
9.7	Should have utilities to view the database, to stop and start its own services		
<b>10</b>	<b>Integration</b>		
10.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
10.2	Should allow integration with third-party applications at user-interface layer, through message exchanges and also through APIs		
<b>11</b>	<b>Enterprise Scalability</b>		
11.1	The proposed monitoring solution should be able to monitor up to 3 million		



	flows per second, and should employs advanced optimization methods		
11.2	Should be able to accommodate network growth through addition of load-balancing applications		
11.3	Should allow information from multiple instances of application to be consolidated into a single view		
11.4	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>12</b>	<b>High Availability</b>		
12.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>13</b>	<b>Security</b>		
13.1	Should be fully compatible with TLS 1.2, without any dependency on TLS 1.1 or 1.0		
13.2	Should support Microsoft Device Guard with all binary signed to ensure code integrity		
<b>14</b>	<b>Deployment</b>		
14.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
14.2	Additional repository database should not be required for storage of Flow data, it should be able to utilize the same database as the monitoring platform		
<b>15</b>	<b>Frequency of Updates</b>		
15.1	New features to be added to product versions frequently, preferably twice every year or more		
15.2	Should notify availability of new versions in the web console		
<b>16</b>	<b>Product Support</b>		
16.1	Should provide 24x7 support		
16.2	Active support through forums and community would be a welcome feature		

### C. Network Device Configuration Management

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Capabilities</b>		
1.1	The proposed management solution should be able to automatically backup configuration (text based, XML and binary configuration files) for routers, switches, firewall, access points and other network devices		
1.2	Should be able to make bulk configuration changes. For example, change community strings, update ACLs etc. across multiple devices		
1.3	Should send real-time alerts when network configuration changes happen, with the comparison of which configuration lines were added, deleted and modified		
1.4	Should allow comparison of startup and running configuration files to troubleshoot device configuration issues		
1.5	Should allow comparison of current configuration with that of past to understand the changes that have happened over time		
1.6	Should allow comparison of configuration for multiple devices against a common baseline configuration		
1.7	Should help automate repeated tasks by defining series of commands as templates and executing them with or without parameters		
1.8	Should detect configuration policy violations to ensure compliance with federal regulations and corporate standards		
1.9	Should automate change approval process by enabling administrator to review changes submitted by uploaders before they are executed on the devices		
1.10	Should provide inventory of network device hardware and should have out-of-the-box reports for assets and serial numbers		
1.11	Should keep devices current as part of the procurement and maintenance with End of Life and Support tracking		
1.12	Should support multiple protocols including SNMP v1/v2c/v3, Telnet, SSH v1/v2 and TFTP		
1.13	Should allow specification of login information, transfer protocols, transfer ports at global level and also at device level		
<b>2</b>	<b>Network Discovery</b>		
2.1	The proposed management solution should be able to discover devices in the network on input of, (a) IP address ranges (b) subnets (c) individual IP addresses		
2.2	Should have option to enable/disable automatic addition of discovered nodes		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface		

3.2	This web console should be accessible centrally or remotely		
3.3	Should provide End-of-Life/End-of-Support (EoL/EoS) information to help keep devices current with regards to procurement and maintenance of the deployment		
3.4	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format.		
3.5	Should allow remote access to job-related features and functions, and show also allow remote access to eite and update device configurations		
3.6	It should allow multiple users to log in at the same time		
3.7	It should have horizontal scaling options available if too many users login at same time		
3.8	It should allow customization by having options to add/remove sections in web pages as necessary		
3.9	It Should provide separate sections for configuration mangement tasks, inventory and reports on policy violations		
3.10	It should quickly highlight devices which have policy violations, those which have not been backed up for configuration, those with conflicts in configuration etc.		
3.11	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access		
3.12	It should allow export of any web page in console to PDF format		
3.13	It should integrate with Active Directory for user login purposes		
3.14	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed management solution Should provide out-of-the-box reports for various statistics monitored		
4.2	Should have policy reports designed for regulations specified in HIPAA, SOX, CISCIP, Cisco Security Audit etc.		
4.3	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.4	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.5	Should allow emailing of dashboards created in web console		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed management solution should be able to display events and alerts in the web console		
5.2	The alerts and events information should be logged into the database for future reference		
5.3	Should be able to backup configuration, execute config script, show last configuration changes as alert actions		

5.4	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.5	Should have support for variables in message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed management solution should allow grouping of devices by various properties -- by vendor, machine type, OS image, OS version, last login result and other custom properties		
<b>7</b>	<b>Multi-vendor Support</b>		
7.1	The proposed management solution should not be vendor-specific and Should provide built-in configuration management support for network devices from Cisco Systems, Nortel Networks, Extreme Networks, Dell, HP, Adtran, Riverbed, 3Com, Aruba Networks, Juniper Networks, Foundry Networks etc.		
7.2	The discovered devices should be detected as that of a specific vendor and categorized automatically		
<b>8</b>	<b>Extensibility</b>		
8.1	The proposed management solution should allow creation of device command templates for devices not supported out-of-the-box		
8.2	Should allow creation of custom device templates to automate repeated configuration tasks		
8.3	Should be able to create custom policy reports by specifying what content should/should not be present in configuration. The content could be specified either as a string or as a regular expression		
<b>9</b>	<b>Additional Components</b>		
9.1	Should have utilities to create device templates for devices which are not supported out-of-the-box		
9.2	Should have options to receive, display and alert on syslog messages and traps from devices		
9.3	Should be able use external authentication server like RADIUS/TACACS		
9.4	Should provide firmware vulnerability information for Cisco and Juniper devices. Information should be provided by trusted sources (e.g. NIST)		
9.5	Should be able to perform Cisco IOS, ASA and Nexus firmware upgrade for multiple devices at a time		
9.6	Should be able to discover all security contexts on Cisco ASA and individually handles configuration backup and restore		
9.7	Should be able to visualize ACLs configured on Cisco ASA, with the ability to detect and notify on changes on ACLs, display rules hit count, identify shadow and redundant rules		
9.8	Should be able to discover VDC on Cisco Nexus and individually handles configuration backup and restore		

9.9	Should be able to visualize ACLs configured on Cisco Nexus, with the ability to detect and notify on changes on ACLs, display rules hit count, identify shadow and redundant rules, display configs for vPC and its member interfaces		
<b>10</b>	<b>Integration</b>		
10.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
<b>11</b>	<b>Enterprise Scalability</b>		
11.1	The proposed management solution should be able to manage even 10,000 devices and accommodate network growth through addition of load-balancing applications		
11.2	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>12</b>	<b>High Availability</b>		
12.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>13</b>	<b>Deployment</b>		
13.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>14</b>	<b>Frequency of Updates</b>		
14.1	New features to be added to product versions frequently, at least twice every year		
<b>15</b>	<b>Product Support</b>		
15.1	Should provide 24x7 support		
15.2	Active support through forums and community would be a welcome feature		

#### D. WAN and VoIP Monitoring

S. No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to identify site-specific and WAN-related network performance issues using Cisco IP SLA technology and also monitor VoIP call paths to ensure quality of service for voice traffic		
1.2	Should automatically provide real-time, in-depth VoIP performance statistics, including MOS, jitter, network latency and packet loss		
1.3	Should help to determine impact of WAN performance on key applications		
1.4	Should display IP SLA operation status by different colors to represent warning and critical status		

1.5	Should monitor CDR/CMR data for realtime call quality monitoring and granular data collection and also use this data for alerts and reports		
1.6	Should show both realtime details and historical details in form of charts with option to choose the timeperiods		
1.7	Should have options to configure polling intervals as needed		
1.8	Should have options to specify data retention periods		
<b>2</b>	<b>Network Discovery</b>		
2.1	The proposed monitoring solution should be able to discover IP SLA capable devices and provide option to add them directly for monitoring		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface		
3.2	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format.		
3.3	This web console should be accessible centrally or remotely		
3.4	The web console should allow multiple users to log in at the same time		
3.5	It should have horizontal scaling options available if too many users login at same time		
3.6	It should allow customization by having options to add/remove sections in web pages as necessary		
3.7	It should quickly highlight operations with issues, based on different properties like latency, jitter, MOS etc.		
3.8	It should allow export of any web page in console to PDF format		
3.9	It should allow role-based user access		
3.10	It should integrate with Active Directory for user login purposes		
3.11	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.3	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.4	Should allow advanced customization by providing options to enter SQL queries to query the database directly		
4.5	Should have options to save the customized reports permanently and have them accessible in web console		
4.6	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.7	Should allow emailing of dashboards created in web console		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to display events and alerts in the web console		

5.2	The alerts and events information should be logged into the database for future reference		
5.3	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.4	It should allow SQL queries to be entered to create rules against the database		
5.5	It should allow creation of new alerts from scratch and also customizable threshold limits		
5.6	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.7	Should have support for variables in message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed monitoring solution should allow grouping of devices by various properties -- by location, by department, by name and by other properties gathered		
<b>7</b>	<b>Topology Maps</b>		
7.1	The proposed monitoring solution should be able to represent the network pictorially and display details of devices and operations in real time		
7.2	Should allow customization of background, icons etc. and should allow multiple network maps to be nested with drill-down capabilities		
<b>8</b>	<b>Operations</b>		
8.1	The proposed monitoring solution should support popular IP SLA operations, including: HTTP, FTP, DNS, DHCP, TCP Connect, UDP Jitter, VoIP UDP Jitter, ICMP Echo, UDP Echo, ICMP Path Echo, ICMP Path Jitter		
<b>9</b>	<b>Additional Components</b>		
9.1	Should have utilities to view the database, to stop and start application services		
<b>10</b>	<b>Integration</b>		
10.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
<b>11</b>	<b>Enterprise Scalability</b>		
11.1	The proposed monitoring solution should be able to accommodate new locations through addition of load-balancing applications		
11.2	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>12</b>	<b>High Availability</b>		
12.1	Should have options for ensuring high-availability of application, with/without use of failover products		

<b>13</b>	<b>Deployment</b>		
13.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>14</b>	<b>Frequency of Updates</b>		
14.1	New features to be added to product versions frequently		
<b>15</b>	<b>Product Support</b>		
15.1	Should provide 24x7 support		
15.2	Active support through forums and community would be a welcome feature		



### E. IP Address, DNS, DHCP Management

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Capabilities</b>		
1.1	The proposed monitoring solution should be able to manage IP address space tasks and conflicts using a centralized web based user interface		
1.2	Should alert before a subnet or DHCP scope is full		
1.3	Should automatically scan IP addresses and update the status of the IP addresses		
1.4	Should show which subnets are nearing full capacity and how they are allocated		
1.5	Should allow defining groups and scan segmentations		
1.6	Should automatically allocate correctly sized subnets by specifying supernet and subnet sizes		
1.7	Should have active IP address conflict detection in both static and DHCP environments		
1.8	Should historically track IP addresses and show how properties change over time		
1.9	Should track IPv4 and IPv6 addresses by performing a global search		
1.10	Should support BIND DNS management and monitoring by allowing creation, modification and deletion of DNS zones and DNS records for BIND DNS v8.x, v9.x and v9.11+		
1.11	Should help with IPv6 migration planning		
1.12	Should allow multi-vendor DHCP servers - Windows, Cisco IOS and ISC		
1.13	The proposed monitoring solution should be allow import of IP addresses from spreadsheets		
1.14	Should allow bulk addition of subnets, adding DHCP servers and DNS servers		
<b>2</b>	<b>Additional Components</b>		
2.1	Should be able to monitor F5 devices, with the ability to discover configured subnet		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface		
3.2	This web console should be accessible centrally or remotely		
3.3	The web console should allow multiple users to log in at the same time		
3.4	It should have horizontal scaling options available if too many users login at same time		
3.5	Should make use of Microsoft Active Directory to log into the web console		
3.6	It should allow customization by having options to add/remove sections in web pages as necessary		
3.7	It should quickly highlight devices with issues, like those with high percent of ports used		

3.8	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access		
3.9	It should allow export of any web page in console to PDF format		
3.10	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.3	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.4	Should allow advanced customization by providing options to enter SQL queries to query the database directly		
4.5	Should have options to save the customized reports permanently and have them accessible in web console		
4.6	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.7	Should allow emailing of dashboards created in web console		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to display events and alerts in the web console		
5.2	The alerts and events information should be logged into the database for future reference		
5.3	It should alert when there is a IP Address Conflict based on MAC address, when DHCP Scopes overlap with an existing IP Address, when there is high subnet usage etc.		
5.4	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.5	It should allow SQL queries to be entered to create rules against the database		
5.6	It should allow creation of new alerts from scratch and also customizable threshold limits		
5.7	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.8	Should have support for variables in message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered		
6.2	Should also allow adding members to groups on-the-fly by specifying a property which can dynamically change values, like volumes reaching low free space		

6.3	Should be able to define relationships between connected devices and interfaces to avoid false-positive email alerts in case of outage.		
<b>7</b>	<b>Multi-vendor Support</b>		
7.1	The proposed monitoring solution should not be vendor-specific		
<b>8</b>	<b>Extensibility</b>		
8.1	The proposed monitoring solution should be able to find all the endpoints in a subnet		
<b>9</b>	<b>Integration</b>		
9.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
9.2	Should integrate with port monitoring software to show port and user information along with IP address host or DNS assignment history		
9.3	Should allow remote shutdown of ports in case of IP address conflicts through integration		
9.4	Should provide API for integration with third party products		
<b>10</b>	<b>Enterprise Scalability</b>		
10.1	The proposed monitoring solution should be able to accommodate network growth through addition of load-balancing applications		
10.2	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>11</b>	<b>High Availability</b>		
11.1	Should have options for ensuring high-availability of application, with/without use of third party failover products		
11.2	Should be able to support Windows server DHCP failover		
<b>12</b>	<b>Deployment</b>		
12.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>13</b>	<b>Frequency of Updates</b>		
13.1	New features to be added to product versions frequently		
<b>14</b>	<b>Product Support</b>		
14.1	Should provide 24x7 support		
14.2	Active support through forums and community would be a welcome feature		

#### F. Switch Port Monitoring

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to trace current location of a device when provided with an IP address, hostname or MAC address		
1.2	Should help to locate rogue devices quickly and easily		
1.3	Should find available network ports		
1.4	Should alert when a specific device connects by watching its MAC address or hostname		
1.5	Should also show last known locations (switch and port) of an unconnected device		
1.6	Should discover switches operating near full capacity to justify purchase of new equipment		
1.7	Should show individual ports per switch to reclaim unused ports		
1.8	Should monitor controllers for wireless access points and thin access points connected to those controllers		
1.9	Should have option to setup a white list of devices based on MAC address, IP address or hostname		
1.10	Should poll devices for VRF data		
1.11	Should have option to shut down ports remotely		
1.12	Should allow adding Active Directory domain controller to track logon activity of Active Directory-associated users on the network		
1.13	Should facilitate collection of user login information by configuring appropriate logging level on Windows servers		
1.14	Should be able to track VPN clients connected to Cisco ASA		
<b>2</b>	<b>Network Discovery</b>		
2.1	The proposed monitoring solution should be able to discover devices and also discover ports on those devices		
2.2	Should have advanced filtering options during port discovery (like filtering based on status, trunk, port range, VLAN etc.) to reduce number of ports that need to be actively monitored		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	The proposed management solution Should provide a high-quality graphical user interface		
3.2	This web console should be accessible centrally or remotely		
3.3	The web console should allow multiple users to log in at the same time		
3.4	It should have horizontal scaling options available if too many users login at same time		
3.5	It should allow customization by having options to add/remove sections in web pages as necessary		
3.6	It should quickly highlight devices with issues, like those with high percent of		

	ports used		
3.7	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access		
3.8	It should allow export of any web page in console to PDF format		
3.9	It should integrate with Active Directory for user login purposes		
3.10	It should be easy to use and intuitive with drill-down features		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.3	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.4	Should allow advanced customization by providing options to enter SQL queries to query the database directly		
4.5	Should have options to save the customized reports permanently and have them accessible in web console		
4.6	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.7	Should allow emailing of dashboards created in web console		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to display events and alerts in the web console		
5.2	The alerts and events information should be logged into the database for future reference		
5.3	It should alert when a new MAC address appears on network, when a hostname appears on the network that is not in the white list and when an item that is being watched becomes active		
5.4	Should alert when an endpoint changes		
5.5	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.6	It should allow SQL queries to be entered to create rules against the database		
5.7	It should allow creation of new alerts from scratch and also customizable threshold limits		
5.8	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.9	Should have support for variables in message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered		

6.2	Should also allow adding members to groups on-the-fly by specifying a property which can dynamically change values, like volumes reaching low free space		
6.3	Should be able to define relationships between connected devices and interfaces to avoid false-positive email alerts in case of outage.		
<b>7</b>	<b>Multi-vendor Support</b>		
7.1	The proposed monitoring solution should not be vendor-specific		
7.2	The discovered devices should be detected as that of a specific vendor and categorized automatically		
<b>8</b>	<b>Extensibility</b>		
8.1	The proposed monitoring solution should be able to find all the endpoints in a subnet		
<b>9</b>	<b>Integration</b>		
9.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
<b>10</b>	<b>Enterprise Scalability</b>		
10.1	The proposed monitoring solution should be able to accommodate network growth through addition of load-balancing applications		
10.2	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>11</b>	<b>High Availability</b>		
11.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>12</b>	<b>Deployment</b>		
12.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>13</b>	<b>Frequency of Updates</b>		
13.1	New features to be added to product versions frequently		
<b>14</b>	<b>Product Support</b>		
14.1	Should provide 24x7 support		
14.2	Active support through forums and community would be a welcome feature		

### G. Application Monitoring

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to monitor: (a) Application status (b) Application performance statistics (c) Services and processes (d) OS performance (e) Hardware		
1.2	Should automatically provide real-time view of processes running in systems and in-depth application performance statistics after discovery/configuration of applications		
1.3	Should be able to manage the processes, services running in systems and in-depth application performance statistics after discovery/configuration of applications		
1.4	Should automatically provide real-time view of windows event logs including the level of the event logs, Event ID, and source.		
1.5	Should have expert monitoring methods that point out the status and performance of key parameters (like services, queue length in case of Exchange, sql queries in case of databases etc.) of applications based on best practices		
1.6	Should be able to put together important parameters of an application, into one single monitoring template that can be uniformly applied to applications on different servers		
1.7	A customization made in one application's monitoring template should be propagated immediately to all other servers having that application		
1.8	Should allow use of custom scripts with various scripting engine options like VBscript, Perl, Powershell etc.		
1.9	Should have options for user experience monitoring for various applications and services like HTTP, FTP, DHCP, DNS, SQL Server, Oracle, JSON, etc. to find out issues even before users notice them		
1.10	Should be able to report on hardware details (like CPU, memory, fan state, power etc.) of servers from popular vendors like IBM, HP, DELL and also VMware Hosts		
1.11	Should have options to poll using SNMP, WMI and other methods		
1.12	Should display application status and status of important services by different colors to represent warning and critical status		
1.13	Should show both realtime details and historical details in form of charts with option to choose the timeperiods		
1.14	Should have options to configure polling intervals as needed		
1.15	Should be able to get Disk I/O Performance Metrics for Processes & Services Monitored via WMI		
1.16	Should have options to specify data retention periods		
1.17	Should be able to provide User Audit Event Logging including Terminated Processes, Stopped/Started/Restarted Services, Nodes Rebooted Newly Created/Edited/Deleted Credentials & Application Templates Assigned, Removed, Managed, and Unmanaged Applications		

1.18	The solution should support Deep dive into code execution, transaction tracing, and resource usage for Java, .NET, Node.js, PHP, Python, and more		
1.19	The solution should Identify slow transactions, bottlenecks, and root causes to optimize performance.		
1.20	Provide complete topology on the spread of infrastructure for an application. It should also monitor: i. application performance, availability, and responsiveness. ii. Track requests, and responses. iii. Identify bottlenecks, errors, and exceptions.		
1.21	Solution should provide quick cross linking into problem areas within the UI through hyper- linked alerts		
1.22	The proposed Solution should provide detailed stack trace view of every transaction without sampling right from web server through the app server, middleware all the way to the database. Stack trace should include calls made to the 3rd party systems.		
1.23	Should allow to trace from a selected SQL all the way back to the services which called it.		
1.24	Must provide deep application performance insights including transaction tracing and code-level diagnostics.		
<b>2</b>	<b>Cloud Monitoring Capability</b>		
<b>3</b>	<b>Application Discovery / Monitoring</b>		
3.1	The proposed monitoring solution should be able to discover applications in the chosen servers, apply monitoring for them and start report statistics in few minutes		
3.2	Should have option to find processes either through WMI or SNMP, Performance Counter Monitors, WMI Monitors, VMware Performance Counter Monitors etc.		
3.3	Should be able to discover application dependencies and connections between application servers, with the ability to monitor both incoming and outgoing connection information on a per process level.		
3.4	Should have option to discover JMX monitors for monitoring Java-based applications like JBoss, Tomcat, WebLogic etc.		



3.5	Should be able to discover email and directory servers, databases, network services, operating systems, VMware ESX servers etc. automatically by means of inbuilt monitoring templates		
3.6	Should be able to create and set automatic Calculation of Warning & Critical Thresholds From Baseline Data		
3.7	Should provide indepth monitoring of Microsoft SQL out of the box with the following SQL Error Logs, Individual Database Details Views, Status of SQL Agent, Job Results, Index Fragmentation, SQL Server Connections		
3.8	Should provide indepth monitoring of Microsoft Exchange mailbox role servers including performance of Information store, database, storage, replication, etc. It should also trend the sent and received emails and attachments for every mailbox user.		
3.9	Should provide indepth monitoring of Microsoft Internet Information Service (IIS) including services, processes, individual website connections and response time, individual application pool, other statistic like cache and connection.		
3.10	Should provide indepth monitoring of Microsoft Office 365 products including Exchange Mailboxes, mail Traffic, security, subscription status and mobile device statistics.		
<b>4</b>	<b>Graphical User Interface and Customization</b>		
4.1	The proposed management solution Should provide a high-quality graphical user interface		
4.2	This web console should be accessible centrally or remotely		
4.3	The web console should allow multiple users to log in at the same time		
4.4	It should have horizontal scaling options available if too many users login at same time		
4.5	It should allow customization by having options to add/remove sections in web pages as necessary		
4.6	It Should provide a unified view of alerts, traps, events etc. in a single page		
4.7	It should quickly highlight applications with issues, based on different properties like down applications, applications with problems, parameters with high CPU, memory usage etc.		
4.8	It should allow creation of custom dashboards and restrict views for users based on applications, i.e. it should have role-based access		
4.9	It should allow interactive charting		
4.10	It should allow export of any web page in console to PDF format		
4.11	It should integrate with Active Directory for user login purposes		
4.12	It should be easy to use and intuitive with drill-down features		
4.13	It should have integration options to automatically visualize relevant virtual infrastructure objects such as datastores and storage objects such as LUNs		
4.14	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format.		
<b>5</b>	<b>Advanced Reporting</b>		

5.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
5.2	Should be able to generate / create the report via the web console		
5.3	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
5.4	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
5.5	Should allow advanced customization by providing options to enter custom queries to query the database directly		
5.6	Should have options to save the customized reports permanently and have them accessible in web console		
5.7	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
5.8	Should allow emailing of dashboards created in web console		
5.9	should be able to configure both charts and tables into a single report.		
5.10	Should have options to import/exports reported created by other users		
5.11	Should support multiple formats such as pdf, HTML and CSV		
<b>6</b>	<b>Advanced Alerting</b>		
6.1	The proposed monitoring solution should be able to manage and display events/alerts in the web console		
6.2	The alerts and events information should be logged into the database for future reference		
6.3	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
6.4	It should allow custom queries to be entered to create rules against the database		
6.5	It should allow creation of new alerts from scratch and also customizable threshold limits		
6.6	It should allow creation of alerts based on sustained states		
6.7	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
6.8	Should have support for variables in alert email message to make the content more self-explanatory		
<b>7</b>	<b>Grouping</b>		
7.1	The proposed monitoring solution should allow grouping of applications by various properties -- by department, by location, by name and by other properties gathered		
7.2	Should also allow adding members to groups on-the-fly by specifying a property which can dynamically change values, like volumes reaching low free space		
7.3	Should be able to define relationships between servers and applications to avoid false-positive email alerts in case of outage.		
<b>8</b>	<b>Topology Maps</b>		

8.1	The proposed monitoring solution should be able to represent the applications pictorially and display performance details of applications in real time		
8.2	Should allow customization of background, icons etc. and should allow multiple maps to be nested with drill-down capabilities		
<b>9</b>	<b>Multi-vendor Support</b>		
9.1	The proposed monitoring solution should not be application-specific		
9.2	The discovered applications should be monitored with inbuilt monitoring templates created based on best practices		
<b>10</b>	<b>Extensibility</b>		
10.1	The proposed monitoring solution should allow custom scripts to be included to extend application monitoring capabilities		
10.2	Should be able to get realtime values, charts and also alerts on these custom properties		
10.3	Should have APIs available to programmatically import/export nodes and do similar functionality		
<b>11</b>	<b>Additional Components</b>		
11.1	Should have utilities to view the database, to stop and start application services		
11.2	Should have customized mobile views of console for administrators' immediate viewing		
<b>12</b>	<b>Integration</b>		
12.1	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
12.2	Should integrate with virtualization monitoring software to provide end-to-end application performance view from the application to the VM to the host.		
12.3	Should allow integration with third-party applications at user-interface layer, through message exchanges and also through APIs		
12.4	Should be able to integrate with ServiceNow, with the ability to automatically create incidents and synchronize the acknowledgement of incidents bidirectionally		
12.5	It should support SAML 2.0 for integration with Active Directory Federation Services (AD FS) or Okta for Single Sign-On (SSO)		
<b>13</b>	<b>Enterprise Scalability</b>		
13.1	The proposed monitoring solution should be able to accommodate growth through addition of load-balancing applications		
13.2	Load-balancing engines should handle interruptions in the connection between the engines and the main application		
13.3	Should allow information from multiple instances of application to be consolidated into a single view		

13.4	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>14</b>	<b>High Availability</b>		
14.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>15</b>	<b>Platform Security</b>		
15.1	Should be fully compatible with TLS 1.2, without any dependency on TLS 1.1 or 1.0		
15.2	Should support Microsoft Device Guard with all binary signed to ensure code integrity		
<b>16</b>	<b>Deployment</b>		
16.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
16.2	Should support agentless deployment		
16.3	Should include optional agent for Windows, Linux (x86), Linux (ARM) and AIX		
<b>17</b>	<b>Frequency of Updates</b>		
17.1	New features to be added to product versions frequently, preferably twice every year or more		
17.2	Should notify availability of new versions in the web console		
<b>18</b>	<b>Product Support</b>		
18.1	Should provide 24x7 support		
18.2	Active support through forums and community would be a welcome feature		

#### H. Database Performance Analyzer:

S.No	Description	Compliant/ Non-compliant	Remarks
1	<b>General requirement</b>		
1.1	should monitor database from different aspects of the system including SQL Statement, Wait types, server resources, Storage I/Os, Virtualization layer, Users, etc		
1.2	Should provide an intuitive interface for the user to be able to quickly drill down to the issue within 3 - 4 clicks of the mouse		
1.3	Should provide root cause analysis information by correlating SQL statements, context, performance metrics charts, wait time and response time, and performance tuning advices. Information should be aggregated into a single dashboard.		
1.4	Should provide table tuning advices by correlating information on inefficient queries, table structure, indexes recommendations, and execution plans. Information should be aggregated into a single dashboard.		
1.5	should be able to proactively monitor the database, system health and identify negative trends before they cause an issue.		
1.6	should not introduce performance overhead on the monitored databases, ideally less than 1% of impact		
1.7	Should support agentless deployment architecture		
1.8	Should provide a web GUI and support major browsers including Chrome and Firefox.		
1.9	should support monitoring of the following databases: MS SQL Oracle SE and EE SAP Sybase ASE IBM DB2 MySQL		
1.10	should support the use of MS SQL, Oracle or MySQL for repository database		
1.11	should support databases on-premise, in the cloud, and in virtualized environment.		
1.13	Should provide provides a detailed view of Storage, including latency and I/O, from both a current and historical perspective.		
1.14	should include a description of the wait events so as to better understand the precise cause of slow SQL response time.		
1.15	Should provide a mean to analyze and optimize performance based on Queries, Sessions, Servers and Storage systems.		
1.16	should help identify the performance problems most impacting end user response time.		
1.17	should show a direct correlation between SQL response time and VMware resource metrics.		
1.18	Should provide a direct correclation between database response time, the physical host, and database running on VMware.		

1.19	Should provide a detailed view of Storage, including latency and I/O, from both a current and historical perspective.		
1.20	should include a description of the wait events so as to better understand the precise cause of slow SQL response time.		
1.21	Should provide analysis of blockers for MSSQL, Oracle, MySQL and Sybase, with the ability to show top root blockers and top waiters.		
1.22	Should provide analysis of deadlock for MSSQL, with the ability to show the deadlock survivors and victims.		
1.23	Should provide monitoring of MSSQL Availability Group (AG) status, including replica and database health		
1.24	Should provide correlation of MSSQL Availability Group (AG) and performance in the event of AG failover.		
2	<b>Alerts</b>		
2.1	should be able to alert on the potential issue with the database from various category including Wait time, resources, administrative and custom metrics		
2.2	Should provide proactive alerts via email or SNMP trap		
3	<b>Reports</b>		
3.1	Should provide out of the box report for easy generation of reports for different database		
3.2	should be able to email reports to the respective users		
3.3	should be able to group several reports into group of composite report.		
3.4	should have report scheduler to allow reports to be sent out automatically		
3.5	should support report based in user defined SQL statements in relation to the wait ime and the time range.		
4	<b>Extensibility</b>		
4.1	should allow users to define custom metrics, alerts and reports to extend the out of the box capabilities		
5	<b>Integration</b>		
5.1	Should be able to integrate with network monitoring and system monitoring solutions. It should provide a dynamic dashboard that allows in-depth visibility of wait time, database metrics and correlates disparate historical data points across different parts of the infrastructure. The result should be exportable with a tabular format.		
5.2	should integrate with Active Directory/LDAP for user authentication to the monitoring software		

### I. Virtualization Monitoring

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	The proposed monitoring solution should be able to do heterogeneous hypervisor management, like VMware vSphere and Microsoft Hyper-V environments, from a single pane of glass		
1.2	Should do performance monitoring of VMware environments, including VMware ESX, vSphere, ESXi, vCenter Server		
1.3	Should collect performance and capacity information on VMware vSAN		
1.4	Should collect performance and capacity information of clusters, hosts and VMs on Hyper-V storage		
1.5	Should do performance monitoring and point out issues like storage I/O problems		
1.6	Should proactively monitor, detect and troubleshoot virtualization capacity bottlenecks		
1.7	Should allow what-if scenarios and help to determine optimal VM placement		
1.8	Should help plan for new purchases, identify overutilized and underutilized resources		
1.9	Should help control VM sprawl with advanced analytics		
1.10	Should find out idle/stale VMs, zombie VMs, orphaned files and overallocated VMs		
1.11	Should be able to track VM and host configurations over time and show environmental configuration changes		
1.12	Should allow comparison of configurations over time and help to see exactly when a configuration changed, to help with faster and better troubleshooting		
<b>2</b>	<b>Capacity Planning Capability</b>		
2.1	Provides a scenario wizard which helps to create VM configuration models and simulates the scenario based on performance history, new system needs, and currently available resources.		
2.2	Provides predictive recommendations to CPU, memory and storage resources that make use of historical trends and patterns		
2.3	Generates report with detailed usage statistics covering predicted resource consumption and recommendations for meeting future needs		
2.4	Should be able to execute remediations immediately or according to schedule in batch with the data provided by automatic recommendations		
<b>4</b>	<b>Graphical User Interface and Customization</b>		
4.1	The proposed management solution Should provide a high-quality graphical user interface		
4.2	This web console should be accessible centrally or remotely		
4.3	It should allow customization by having options to add/remove widgets in web pages as necessary		

4.4	It should allow creation of custom dashboards for different purposes, like separate dashboards for performance monitoring, capacity planning, chargeback etc.		
4.5	It should be easy to use and intuitive with drill-down features		
4.6	It should have integration options to automatically visualize relevant applications and storage objects such as LUNs to the relevant virtual infrastructure objects such as datastores and clusters		
4.7	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format		
4.8	Should provide interface to perform single click remediation to VM resource issues		
<b>5</b>	<b>Reporting</b>		
5.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
5.2	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
5.3	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
5.4	Should allow emailing of dashboards created in web console		
<b>6</b>	<b>Alerting</b>		
6.1	The proposed monitoring solution should help to quickly discover and act on performance issues using flexible alerts and integrated recommendations		
6.2	The proposed monitoring solution should be able to display events and alerts in the web console		
6.3	The alerts and events information should be logged into the database for future reference		
6.4	It should allow creation of new alerts from scratch and also customizable threshold limits		
<b>7</b>	<b>Grouping</b>		
7.1	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered		
7.2	Should have advanced search capabilities to search, filter and sort across collected configuration and performance attributes		
7.3	Should be able to display relationships between connected resources over time to map dependencies between virtual datacenter objects such as VMs, hosts, datastores, clusters and vApps		
<b>8</b>	<b>Extensibility</b>		
8.1	Should be able to fetch virtualization properties and customize them into dashboards views by advanced search capabilities		
<b>9</b>	<b>Deployment</b>		
9.1	Should be installable either in a VMware or Hyper-V environment and should require only one installation to manage a mixed VMware and Hyper-V environment		



9.2	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>10</b>	<b>Integration</b>		
10.1	Should integrate with application monitoring software to provide end-to-end application performance view from the application to the VM to the host.		
10.2	Should help to identify if the application is having problems because of the VM where it is present or because of other resource-intensive VMs on the same shared resource		
10.3	Should be able to integrate with modules serving other monitoring purposes and provide a single-pane-of-glass view		
<b>11</b>	<b>Enterprise Scalability</b>		
11.1	The proposed monitoring solution should be able to monitor large-scale, distributed environments of over 10,000 VMs		
11.2	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>12</b>	<b>Frequency of Updates</b>		
12.1	New features to be added to product versions frequently		
<b>13</b>	<b>Product Support</b>		
13.1	Should provide 24x7 support		
13.2	Active support through forums and community would be a welcome feature		

#### J. User Experience Web Transaction

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Monitoring Capabilities</b>		
1.1	Should be able to monitor any website on private and public cloud for availability and response time / latency		
1.2	Should monitor the website and any content like HTML links, images, web forms and pop-ups via different steps		
1.3	Should monitor the website and test the user function like login and password for a complete user experience monitoring		
1.4	Should support different web technologies like HTML, HTML5, Java, Adobe Flash, Microsoft .Net, Microsoft Silverlight		
<b>3</b>	<b>Graphical User Interface and Customization</b>		
3.1	Should provide a high-quality graphical user interface with the ability for customization		
3.2	This web console should be accessible centrally or remotely via web browser		
3.3	The web console should allow multiple users to log in at the same time		
3.5	It should allow customization by having options to add/remove sections in web pages as necessary		
3.6	It Should provide a unified view of alerts, events etc. in a single page		

3.7	It should quickly highlight web transaction and steps with issues along with the page snapshots		
3.8	It should allow creation of custom dashboards and restrict views for users based on applications, i.e. it should have role-based access		
3.9	It should allow interactive charting		
3.10	Should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format		
3.11	Should allow export of any web page in console to PDF format		
3.12	Should integrate with Active Directory for user login purposes		
3.13	Should support custom grouping for web transactions and/or steps		
3.14	Should display TCP Waterfall chart to breakdown the latency to DNS, Connection Time, Time to First Byte, etc		
<b>4</b>	<b>Advanced Reporting</b>		
4.1	The proposed monitoring solution Should provide current and historical out-of-the-box reports for various statistics monitored		
4.2	Should be able to generate / create the report via the web console		
4.3	Should be able to generate statistical reports that can be used as reference for future planning or troubleshooting		
4.4	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.		
4.5	Should allow advanced customization by providing options to enter SQL queries to query the database directly		
4.6	Should have options to save the customized reports permanently and have them accessible in web console		
4.7	Should allow reports to be sent out on schedule as daily, weekly, monthly reports		
4.8	Should allow emailing of dashboards created in web console		
4.9	should be able to configure both charts and tables into a single report.		
4.10	Should have options to import/exports reported created by other users		
<b>5</b>	<b>Advanced Alerting</b>		
5.1	The proposed monitoring solution should be able to display events and alerts in the web console		
5.2	The alerts and events information should be logged into the database for future reference		
5.3	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition		
5.4	It should allow SQL queries to be entered to create rules against the database		
5.5	It should allow creation of new alerts from scratch and also customizable threshold limits		
5.6	It should allow creation of alerts based on sustained states		
5.7	Should have various actions that can be taken, including but not limited to, sending out emails, forwarding SNMP traps, running executables, sending SMS text alerts, playing sound, emailing a web page etc.		
5.8	Should have support for variables in alert email message to make the content more self-explanatory		
<b>6</b>	<b>Grouping</b>		
6.1	Should allow grouping of web transactions and transaction steps		

6.2	Should also allow adding members to groups on-the-fly by specifying a property which can dynamically change values, like volumes reaching low free space		
6.3	Should be able to define relationships between web transactions to avoid false-positive email alerts in case of outage.		
<b>7</b>	<b>Additional Components</b>		
7.1	Should have utility to record the web transaction when on internal network or external network		
7.2	Should have utility to replay the web transaction and the transaction steps from the local server or remote server		
<b>9</b>	<b>Enterprise Scalability</b>		
9.1	The proposed monitoring solution should be able to accommodate growth through addition of load-balancing applications		
9.2	Should allow information from multiple instances of application to be consolidated into a single view		
9.3	Should support multiple deployment options: (a) Centralized deployment (b) Distributed deployment (c) Hybrid deployment With a centralized operations console view, alert acknowledgement and reporting interface		
<b>10</b>	<b>High Availability</b>		
10.1	Should have options for ensuring high-availability of application, with/without use of failover products		
<b>11</b>	<b>Deployment</b>		
11.1	Should be deployable within one hour and should not require consultants for deployment, implementation, configuration or customization		
<b>12</b>	<b>Frequency of Updates</b>		
12.1	New features to be added to product versions frequently, preferably twice every year or more		
12.2	Should notify availability of new versions in the web console		
<b>13</b>	<b>Product Support</b>		
13.1	Should provide 24x7 support		
13.2	Active support through forums and community would be a welcome feature		

#### K. Log Management

S.No	Description	Compliant/ Non-compliant	Remarks
<b>1</b>	<b>Core Capabilities</b>		
1.1	Should be able to accept Syslog, SNMP traps and Windows event from servers and network devices.		
1.2	Should provide interactive console to visualize event data		
1.3	Should provide interactive console to display real-time event		
1.4	Should provide quick search feature on events		
1.5	Should allow customization of filters to narrow search results		
1.6	Should allow tagging of events with colour-coded tags		
1.7	Should support customized rule to drop unwanted messages		

<b>2</b>	<b>Alerts and Active Responses</b>		
2.1	Should support customized alert conditions with customizable alert source scope		
2.2	Should support the execution of external program as alert actions		
2.3	Should have many inbuilt rules for immediate use and for customization		
2.4	Should support forwarding of alert to NOC monitoring solution or other systems		
<b>3</b>	<b>Graphical User Interface</b>		
3.1	Should be accessible through standard browsers		
3.2	Should allow multiple users to log into the web console at the same time		
3.3	Should have Microsoft Active Directory integration for user accounts		
3.4	Should be easy to use and intuitive with drill-down features		
3.5	Should provide a dynamic dashboard that allows in-depth visibility and correlates syslog with disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format.		
<b>4</b>	<b>Multi-vendor Support</b>		
4.1	The proposed monitoring solution should not be vendor-specific		
<b>5</b>	<b>Deployment</b>		
5.1	Should enable quick deployment, preferably to be completed with a single installer		
5.2	Should be easily in-place upgraded to future releases		
<b>6</b>	<b>Integration</b>		
6.1	The proposed log management solution should directly integrates with NOC monitoring solution and displays log data alongside network and systems performance on the same dashboard.		
<b>7</b>	<b>Enterprise Scalability</b>		
7.1	The proposed monitoring solution Should provide with the capacity for long-term storage and retrieval of original log messages.		
<b>8</b>	<b>Frequency of Updates</b>		
8.1	New features to be added to product versions frequently.		
<b>9</b>	<b>Product Support</b>		
9.1	Should provide 24x7 support.		
9.2	Active support through forums and community would be a welcome feature.		

#### L. Firewall Log Monitoring

S. No	Description	Compliant/ Non-compliant	Remarks
1.0	GLBA Compliance audit report - Should support auditing log accesses with pre-defined "Audit logs access report"		
2.0	VPN connection status report - Should provide VPN usage and connection trend analysis for individual VPN users.		

3.0	Firewall NAT Rules - Should have a 'Firewall NAT Rules' report support.		
4.0	Bidirectional Rules report - Should include a bidirectional rules report.		
5.0	Must provide comprehensive firewall policy management and rule administration capabilities.		
6.0	Provide out-of-the-box compliance reports for PCI DSS, ISO 27001, NIST, SANS, and NERC CIP.		
7.0	Provide forensic log analysis capabilities.		
8.0	Must support monitoring in multiple firewalls in diverse locations.		
9.0	Provide real-time security alerts and actionable insights.		
10.0	The Solution should have scalable capabilities and should support configuring of various Firewall policies. It should be able to define risk matrix for firewall rules to generate risky/non-compliance rule report. It should be able to generate single report of non-compliance/risky rules pertaining to all network devices instead of device wise separate reports.		

11.0	<p>The Solution should support the following:</p> <ol style="list-style-type: none"> <li>1. Centralized Management: It should support to manage firewall policies across hybrid environments, including on-premises, cloud, and multi-vendor setups.</li> <li>2. Rule Optimization: Identify shadowed, disabled, non-logging and Redundant rules.</li> <li>3. It should provide information on Most Used Rules &amp; Least used Rules.</li> <li>4. Policy Compliance: Detect access policy violations, rule conflicts, and misconfigurations to ensure compliance with security policies</li> <li>6. Analyze historical logs. Rule usage information with historical hit count</li> <li>8. Audit Readiness: Simplifies audit preparation by automatically generating customizable reports that document firewall configurations and rule changes</li> <li>9. It would have connectivity troubleshooting capability which Identifies the root cause and streamlines troubleshooting processes</li> <li>10. Baseline Configuration and hardening Compliance of the Firewall and Network devices</li> <li>11. It Should support alert mechanism for all the policy / Configuration changes made on the Firewalls i.e., add/delete/modify policy, routes etc. to administrator.</li> <li>13. Access to the solution should be available via web or GUI based interfaces along with SSH for administration purposes.</li> <li>14. Necessary logging should be enabled to perform RCA, Forensic, monitoring, and necessary analysis.</li> <li>15 Critical and necessary parameters should be available in the solution logs to perform RCA, Forensic, monitoring, and necessary analysis.</li> </ol>		
12.0	The Solution should be able to identify time bound policies and generate alerts about expiration of policy via E-mail or SMS to end user and administrator		
13.0	<p>The Solution should show the exact source IP, Destination IP and service ports getting used under “ANY” rule of Policy/ACL for all type of firewalls and network switches/Routers.</p> <p>Examines protocol-specific traffic to ensure optimal performance and security.</p>		
14.0	The Solution should have option to define network segmentation policy/compliances that allows for FW rules for zone-to-zone interaction.		

15.0	The partner and OEM should have to support prioritization of the mitigation of vulnerability pertaining to the solution as per the organization policy/process/regulatory and contractual requirements.		
16.0	The Solution should Optimized and cleanup VPN Rules. It should obtain active VPN users, user-specific & user group specific VPN usage, sessions.		
17.0	The Solution should provide RESTful API for integration with third party Services/security Services for reporting.		
18.0	The Solution should have the capabilities for Reports Automation, Customization and Correlation.		
19.0	The Solution should be able to query and export rules based as per requirement.		
20.0	The Solution should provide Security Best Practices report which provides the ability of organization with best security controls.		

## 1. Documentation & Training

- a) The successful bidder shall arrange for certified offline training to proposed Solution for Security and Network Administration five persons from BYPL from the OEM personnel during installation and commissioning activity.
- b) After installation, the successful vendor need to provide OEM authorized certified offline training program to BYPL's track leads, regarding installation, configuration, operation, functionalities, troubleshooting etc., as per BYPL's requirement. Detailed training requirement will be shared with the successful vendor. The required manuals, books and resources shall be provided along with training.
- c) The documentations shall include but not limited to the followings: -
  - i. User guides for those who shall be using the system
  - ii. Operational guides for administrators and technical support officers;
  - iii. Installation, configuration, fine-tuning and maintenance guides;
  - iv. Configuration documentations, which includes the various parameter settings in the various system after the fine-tuning processes.
- d) Technical hands-on training for Administrator and Operational teams of BYPL, at the appropriate sites (Bidder and BYPL premises as identified at the time of training) and the Bidder has to organize the classroom trainer from OEM for 5 persons for one week.
- e) All training/certifications shall be at no additional cost.

## 2. Commissioning and Acceptance Test

- A. The bidder shall submit full documentation and status report on the commissioning and handover to BYPL.
- B. Bidder will showcase the all the features align with Business and operation need as per SOW.
- C. The bidder shall propose, design, implement and perform Commission and Acceptance test plan with the BYPL.
  - Bidder shall prepare criteria for commissioning and acceptance for the various systems in consultation and approval of BYPL.
  - The criteria shall be vetted and approved by BYPL.
- D. The criteria shall be attached as appendix with the commissioning and acceptance documents.
- E. UAT duration: **15 calendar days** from Go-Live
- F. All critical and major issues shall be resolved before acceptance.
- G. Acceptance Criteria
  - All agreed dashboards, alerts and reports operational



- VA reports submitted
- Training & KT completed
- Documentation submitted
- Final acceptance shall be issued only after successful completion of the above.

### 3. Warranty & Support

- 1) Offered NMS solution should be with onsite warranty and support.
- 2) Ems and NMS OEM has to provide 24/7 remote support and 8\*5 onsite support as required
- 3) The proposed system including software shall have five (5) year warranty and support which includes comprehensive maintenance and support of the entire proposed EMS/NMS.
- 4) The solution should be proposed along with offsite technical support services and onsite as per requirement for five (5) years.
- 5) During warranty support period the software must be covered with necessary minor or major upgrades (Software support and upgrade-Major i.e. Version and minor too).
- 6) All Major and minor change related to Business and Operations are part of the scope throughout the support period.
- 7) A single point contact for all maintenance calls shall be established. Routine preventive maintenance shall be scheduled and performed at least two times for one calendar year.
- 8) No additional commercial will be accept during project warranty and support for any configuration changes.

### 4. Security, Data Ownership & Compliance

#### 1) Data Ownership

- All monitoring data, logs, reports and dashboards shall be the sole property of BYPL.

#### 2) Data Retention

- Online data retention: **Minimum 90 days**
- Archived data retention: **Minimum 1 year**

#### 3) 2. Compliance

The solution shall comply with: - CERT-In guidelines - IT Act 2000 (India) - ISO/IEC 27001 security best practices

### 5. Service Level Agreements and Penalties

Selected Bidder will sign Service Level Agreement (SLA) with BYPL to ensure minimum uptime for entire solution and Uptime for individual site as per SLA's mentioned below.

4. The solution will be fully managed by the bidder. Bidder shall provide SLA compliance tool and reports.
  5. The selected bidder shall submit quarterly SLA reports to BYPL or the authorized representative appointed by BYPL for verification
  6. The Selected Bidder shall enter into a detailed Service Level Agreement with BYPL. SLA will include essential parameters as given below:
- **Working days:** Seven days a week (Monday to Sunday).
  - **Application Availability Requirements:** 24 hours for IT DC

**7. SLA Metrics**

Severity	Description	Response Time	Resolution Time
Sev-1	Complete system outage	15 minutes	4 hours
Sev-2	Partial degradation	30 minutes	8 hours
Sev-3	Minor issue	2 hours	25 ours

**8. Penalties**

Application Uptime: The percentage uptime shall be calculated on quarterly basis as follows:

Availability =  $(\text{Total no of Hours in month} - \text{Total Outage Hours in month}) \times 100\%$

(Total No of Hours in month)

(IT & OT DC 24 Hours)

Note: All penalties should be linked to the overall project cost and adjusted against the PBG submitted by the bidder, on a quarterly basis, with final settlement done annually.

**9. Uptime for EMS and NMS Application**

Bidder shall give uptime guarantee of 99.5% on monthly basis for all DC IT and DC OT devices. In case uptime falls below the guaranteed level, BYPL will impose a penalty of 10% of the monthly amount for each percent below the guaranteed level for the respective device. Refer table – a for penalty percentage details. Further, if uptime for any device during any month is less than 95%, BYPL will not make any payment for the month for that location.

**10. Maximum Penalty:**

The maximum penalty shall not exceed beyond 10% of quarterly contract value in any quarter of operations. If maximum penalty is levied for more than 3 quarters or if total penalty crosses 10% of overall project cost, BYPL reserves the right to terminate and recover the financial losses in addition to the LD clause from the bidder.

All penalties should be linked to the overall project cost and adjusted against the PBG submitted by the bidder, on a quarterly basis, with final settlement done annually.

Technical bid should comprise of pointwise 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.

- Information / document to be submitted along with the proposal**

The bidder shall submit a comprehensive list of documents as applicable for the proposed system.

The schedule for submission and approval of these documents shall be in line with the overall project implementation timeline. The document shall be identified with Buyer document number. If any document is revised the bidder shall indicate each revision with a number date and description for approval.

- Bidders Company profile, including policies related to Ethics and Sustainability.
- Reference of successfully delivery 5 to 6 end to end enterprise level EMS/NMS solution
- Client Testimonial Letters
- To-Be document (Solution Document) for implementing enterprise level EMS/NMS solution specific to BYPL requirements
- All necessary test certificates, procedures, plan where ever applicable as per project requirement
- OEM certificate on end-to-end system design
- **Project Timelines**

The complete project will be delivered in 3 months from date of start of project.