

EXPRESSION OF INTEREST

FOR

Selection of Backend Technology Partner for Participation in Tender for
“Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data
Centre Patna and Disaster Recovery Centre Gaya”.

:

EOI Ref No. BECIL/Proj/SS&IT/EOI-6/DC-DR/2024-25

Dated: 11 January 2024

Issued By

Mr. Binay Kumar Tiwari (DGM)

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885</p> <p>Web: www.becil.com E-mail: binay.tiwari@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities Le content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTRODUCTION OF PROJECT/TENDER

South Bihar Power Distribution Company Limited has floated a tender on eproc2.bihar.gov.in vide NIT Number: 84/PR/SBPDCL/2023 Dated: 29.12.2023 having Last date of submission as 18 January 2024 for Selection of System Integrator/Consortium Partner/Back-end Technology

Partner/Implementation Agency (hereinafter mentioned as 'bidder') for "Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya".

3 INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:-

(a) BECIL is interested to submit a competitive bid in response to the Client Tender Number: 84/PR/SBPDCL/2023 Dated: 29.12.2023 having Last date of submission as 18.01.2024 floated by South Bihar Power Distribution Company Limited.

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, for preparation of the bid and participation in the above mentioned tender. The format of Pre Bid Agreement is at **Annexure-J**.

(c) In case the bid submitted by BECIL against the Client Tender Number 84/PR/SBPDCL/2023 Dated: 29.12.2023 , prepared in collaboration with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.

(ii) All terms and conditions of the Client's Tender Number: 84/PR/SBPDCL/2023 Dated: 29.12.2023, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(iii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

(iv) In case the bidding against Client's Tender requires online payment for EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from the selected bidder in case the Project

is awarded to BECIL by the client

(v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.

(vi) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION –II

4 IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/Proj/SS&IT/EOI-6/DC-DR/2024-25 Dated:11 January 2024
2.	Date & Time of Issue of EOI	Date 11 January 2024 Time <u>11:00 AM</u>
3.	Last date and Time for Submission of bids	Date 15 January 2024 Time 11:00 AM
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID)
7.	EMD	As per Client Tender Number 84/PR/SBPDCL/2023 Dated: 29 December 2023. Bidder needs to submit undertaking for back to back payment of EMD if selected for EOI under reference. Relaxation to be given to MSME & Startup as per Government norms.
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details for this EOI	Name Sh. Binay Kumar Tiwari (Designation :DGM) Telephone/ Mobile No. 0120-4177850 Email : binay.tiwari@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION



5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the Tender Number: 84/PR/SBPDCL/2023 Dated: 29 December 2023, floated by South Bihar Power Distribution Company Limited.

5.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 .**

5.3 The EOI must be addressed to the given name and address:To,
Sh. Binay Tiwari
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

5.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

5.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Shri _Binay Tiwari, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

5.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

5.8 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

5.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.

5.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted offline.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The EOI must contain:

6.6.1 Company/bidder profile relevant to EOI.

- 6.6.2 It should also include details of past experience relevant to the “Scope of Work”.
- 6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 6.6.4 Declaration of not been blacklisted by any of the Government agency.
- 6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

6.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

6.9 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

6.10 Bidders have to take into account any changes/amendments made in the end client’s tender/RFP through corrigendum till date of submission of bid in response of EOI.

6.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.12	Checklist of documents/information to be submitted	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Certificate of financial capability / credit facility issued by bank
	(g)	Bid Security Declaration to be submitted by the MSME
	(h)	GST Registration Certificate or valid exemption certificate
	(i)	Copy of PAN Card
	(j)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(k)	Authorization letter in the bidder’s letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(l)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal

		expenses etc.
	(m)	Bidders Details as per format
	(n)	All the requisite documents in the prescribed formats placed at Annexures to this Eol
	(o)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(p)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(q)	Price Offer to BECIL as per Format of the Eol

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on 15 January 2024 at 11:30 AM. BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8 GENERAL TERMS & CONDITIONS OF EOI

8.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "EOI Processing Fee", "Technical Bid" and "Financial Bid". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

"Response For EOI No. BECIL/Proj/SS&IT/EOI-6/DC-DR/2024-25 dated 11 January 2024"
Submitted by: [Firm/Company name]

8.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

8.3 BECIL reserves the right to solicit additional information from bidder/OEM/ImplementationAgency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client

8.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or

reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the ~~se~~ opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.

8.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.

8.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

8.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

8.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

8.9 Intellectual Property Rights:

8.9.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.9.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.10 The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

"We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent

Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

8.11 The bidder needs to submit un-priced BOQ along with their technical bid.

8.12 The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

9 SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

SECTION –IV **SCOPE OF WORKS**



10 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

10.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

Client's Tender Reference No: 84/PR/SBPDCL/2023 Dated 29 December 2023

Website: <https://eproc2.bihar.gov.in>

SECTION –V
ELIGIBILITY CRITERIA AND EVALUATION



<u>11 ELIGIBILITY CRITERIA OF BIDDERS</u>	
1.	<p><u>Company/Bidder’s Profile:</u></p> <p>(a) The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).</p> <p>(b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>(d) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted.</p> <p>(e) The Bidder must have ISO 9001:2000 or latest certification and ISO 27001.</p>
2.	<p><u>Financial Eligibility:</u></p> <p>(a) The bidder must have minimum average annual turnover (of last three audited years) Average Annual Turnover of bidder during the immediate three preceding financial years ending on 31st March 2023 should be at least INR 33.3 Lakhs.</p> <p>NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>(b) The bidder should have positive net worth in each of last three audited Financial Years.</p>
3.	<p>(a) Bidder should have relevant experience similar to scope of work in supply, installation commissioning and maintenance of Data centre IT-Infra specially Large Storage devices (of minimum capacity 16.6TB) of minimum value of single project of Rs. 33.3 lakhs</p> <p>Or</p> <p>Two projects of minimum RS. 20.00 lakhs each</p> <p>Or</p>

	Three projects of minimum RS. 13.33 lakhs each in last five financial years in central Government or State Government or PSU or Scheduled banks. Project can be either completed or on-going. In case of on-going, the project must be declared —go live and maintenance period is on-going.
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(b) Bidder shall not be de-barred or blacklisted in BSPHCL or its subsidiaries

12 PRELIMINARY EVALUATION

12.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.

12.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.

12.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

12.4 In case two bids are received from the bidder, both the bids will be rejected.

13 EVALUATION PROCESS

13.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

13.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.

13.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and

blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

13.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

13.5 Evaluation of proposals shall be based on:

13.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.

13.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.

13.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

13.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

13.7 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:

13.7.1 Made untrue or false representation in the form, statements required in the EOI document.

13.7.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

13.8 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

14. FINANCIAL EVALUATION OF THE BIDS The Bids will be financially evaluated as under:

Financial Bid Evaluation	
	<p>Price and Margin Bid Format:</p> <p>A - Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)</p> <p>B - Quote margin to BECIL as a percentage of A [Minimum - 5%]</p> <p>C - Absolute value of Margin = A*B</p> <p>D - Overall Quoted price by bidder= A-C</p>

a) During evaluation, bidders with least "D" will be considered as **L1** and shall be declared the successful Bidder.



- b)** The bid having higher value of “**B**” will be selected in case of two or more bidders have similar value of **D**.
- c)** In case of a tie, the bidder who will be ready to offer higher value of “**B**” will selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/understanding of the Project. Evaluation Committee will then select the bidder whose presentation will be the best, without giving any reasons/justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.
- d)** If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “**A**” and the margin offered to BECIL shall not be less than “**B**”.
- e)** The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- f)** **L1** bidder may be called for further negotiations, if required.
- g)** A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per Pre-Bid Agreement placed at **Annexure-J**.

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as "**The Bidder/Contractors**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money

Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.


10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL



ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



यूनियन बैंक ऑफ इंडिया **Union Bank of India**

एनएच 48 (एनएच 48) - A Government of India Undertaking


(A Govt. of India Undertaking)
 MID CORPORATE BRANCH, DELHI SOUTH
 D -26-28, Connaught Place, NEW DELHI -110001
 Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
 Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
ix	Bank Account Type	Overdraft
X	If other, Specify	..

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with  Chief Manager
 Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order and tender amount. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	
15.	Certificate of financial capability / credit facility issued by the bank.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure – D

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To

The General Manager

Broadcast Engineering Consultants India Limited

BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
---, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government
or State Government or any organization under Central/ State Government or any Statutory Authority, or any
Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their
professional conduct or the making of false statement or misrepresentations as to their qualifications to enter
into procurement contract within a period of three years preceding the commencement of the procurement
process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

PRE-BID AGREEMENT

This Agreement is made at NOIDA on __ NOVEMBER 2023 between:

M/s. Broadcast Engineering Consultants India Limited, Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through _____, Deputy General Manager (hereinafter referred to as "**BECIL**" or "**First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at YYY by Mr. XYZ, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

A) WHEREAS (Hereinafter referred as "**CUSTOMER**" or "**END CUSTOMER**") floated **GEM** Tender Number: _____ Dated: _____ for Supply, installation, testing & commissioning of IP

_____ published on GEM PORTAL. (Hereinafter referred as "RFP")

B) That BECIL intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with bidder of the related technology for the purpose of this RFP.

C) AND WHEREAS BECIL has floated an EOI no. _____ (hereinafter referred to "EOI") for selection of System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency.

D) AND WHEREAS XX has been selected as System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency of BECIL through terms of EOI. Also XX agrees to execute entire scope of work for above mentioned Customer's RFP, if the bid submitted by BECIL against the RFP is accepted, **and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.**

E) **AND WHEREAS** the purpose of this pre bid agreement is to formalize an understanding between BECIL and XX for RFP. Tender, if awarded to BECIL will be called as "Project".

F) **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer's RFP and in case of award of work to BECIL, execute the work

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 PURPOSE

A) **WHEREAS**, End Customer has **floated** Tender Number: _____ Dated: _____ for Supply, installation, testing & commissioning of _____.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. **XX will do** the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to the First Party that as on date of

(a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.

(b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:

Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the Agreement and articles of association, bye-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Contract, indenture or any other instrument to which Second Party is a party or by which Second Party or any of its properties or assets are bound or that is otherwise applicable to Second Party;

(v) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Second Party so as to prevent such Party from fulfilling its obligations under this Contract;

That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.

That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.

That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

1.3 RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S. N O .	PRE-BID RESPONSIBILITY	BE CI L	XX
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

- **NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.**

1.4 The detailed Agreement for selected bidder between the parties will contain:

(a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.

(b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.

The above list is illustrative and not exhaustive and will include apart from the above other clauses also.

(c) Financial Arrangements.

The above list is illustrative and not exhaustive and will include apart from above other clauses also.

ARTICLE 2:- TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

or

b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

or

c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

2.3 **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

ARTICLE 3:- PAYMENT & COMMERCIAL TERMS AND CONDITIONS

While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Proportionate amount to BECIL on back to back basis.

In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:-

BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from _____XX_____.

BECIL will issue Work/Supply Order/s to _____XX_____, on becoming L1, ensuring net __% margin to

BECIL on the total basic value of the project

- (i) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendums thereof, will be applicable fully on back to back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (ii) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back to back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigendums thereof.
- (iii) In case the bidding against Customer's RFP requires online payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
- (iv) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
- (v) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL. Their bid price shall be for completeness of system without any extra cost.

ARTICLE 4: CONFIDENTIAL INFORMATION

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

ARTICLE 6:- GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal to principal basis and it is agreed that _____~~XX~~_____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by ~~XX~~ for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

- i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.
- ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD ,BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note : During a dispute, each Party must continue to perform its obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

14. NOTICES

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile ; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

Address: XXXX

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN , C56/A17 Sector 62 Noida 201307

Fax: +91 11 23379885

E-mail: binay.tiwari@becil.com

15. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SURVIVAL

i. The representations and warranties contained in this Agreement survive the termination of this Agreement.

ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

17. VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

18. COUNTERPARTS

This Agreement is executed in two counterparts, with each party retaining one original.

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever. EMD will be forfeited by BECIL and can claim damages for the loss of reputation

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement. By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE : ALL the RFP Terms and condition and corrigendum thereof , shall be binding on the XX on back to back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of "_____", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of "_____" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)_____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

2.

PRICE BID FORMAT

				A	B	C	D	D
SI	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc) as per full Scope of Work (exclusive of GST)	NET margin offered to BECIL on Total Value of Project (IN Figure %) (exclusive of GST)	A*B	A-C	Total D in figure
1	Selection of Backend Technology Partner for Participation in Tender for "Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya".	1	Lot					




Illuminating lives...

South Bihar Power Distribution Company Limited
(Regd. Office: Vidyut Bhawan, Bailey Road, Patna)
IN VAT No.10011248088 TIN CST No. 10011132
CIN No. U40109BR2012SGC018920
Website: www.sbpdcl.co.in, E-mail- ipdsit.bihar@gmail.com

REQUEST FOR PROPOSAL

NIT NO: - 84/PR/SBPDCL/2023

South Bihar Power Distribution Company Limited (SBPDCL), a Government of Bihar Undertaking, invites Request for Proposals (RFP) for "**Up-gradation/Expansion of Storage (Hitachi E590)**". Online bid from eligible and experienced Companies/Firms/State or Central Govt. undertaking who have necessary experience are welcome.

Sl. No.	Particulars	Estimated Cost (Rs.) plus GST	E.M.D. (Rs.)	Cost of RFP Document (incl GST) (Rs.)
1.	Up-gradation/Expansion of Storage (Hitachi E590)	Rs. 1.53 Crore Only	Rs. 3.06 Lakhs	Rs. 11,800 Only
	Period of Sale/download of RFP document	From 29.12.2023 to 18.01.2024 (up to 18:00 Hrs.) through website https://eproc2.bihar.gov.in		
	Submission of bid in soft-copy through website https://eproc2.bihar.gov.in	Up to 18.01.2024 (up to 18:00 Hrs.) Rs. 11,800 (Rupees eleven Thousand eight hundred only) will be paid Online as a cost of Tender document through online portal and Bank Guarantee /Online EMD of Rs. 3,06,000 (three lakhs six thousand only) need to be paid as Bid Security (Earnest Money Deposit) .		
	Date of Pre-Bid Meeting	04.01.24 at 15:30 Hrs. at Vidhyut Bhavan, Patna, Bihar		
	Date of Pre-qualification & Technical Bid Opening	19.01.2024 up to 15:00 Hrs.		
	Date of opening of Price Part:	To be notified on https://eproc2.bihar.gov.in after Technical Bid Evaluation		
The RFP documents can be downloaded from website https://eproc2.bihar.gov.in . Submission of RFP documents must be accompanied EMD in the form of Bank Guarantee / online payment receipt, failing which the bid shall be summarily rejected. Original Bank Guarantee is required to be submitted in the office of Chief Engineer (Project-1) Urban, SBPDCL, Vidyut Bhawan, Patna, and Bihar before 15:00 hrs. On 19/01/2024.				
 Chief Engineer(Project-I), Urban, South Bihar Power Distribution Company Limited				



South Bihar Power Distribution Company Limited

(Regd. Office: Vidyut Bhawan, Bailey Road, Patna)

IN VAT No.10011248088 TIN CST No. 10011132

CIN No. U40109BR2012SGC018920

Website: www.sbpdcl.co.in, E-mail- ipdsit.bihar@gmail.com

REQUEST FOR PROPOSAL

NIT NO: - 84/PR/SBPDCL/2023

South Bihar Power Distribution Company Limited (SBPDCL), a Government of Bihar Undertaking, invites Request for Proposals (RFP) for “**Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya**”. Online bid from eligible and experienced Companies/Firms/State or Central Govt. undertaking who have necessary experience are welcome.

Sl. No.	Particulars	Estimated Cost (Rs.) plus GST	E.M.D. (Rs.)	Cost of RFP Document (incl GST) (Rs.)
1.	Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya	Rs. 1.53 Crore Only	Rs. 3.06 Lakhs	Rs. 11,800 Only
Period of Sale/download of RFP document		From 29.12.2023 to 18.01.2024 (up to 18:00 Hrs.) through website https://eproc2.bihar.gov.in		
Submission of bid in soft-copy through website https://eproc2.bihar.gov.in		Up to 18.01.2024 (up to 18:00 Hrs.) Rs. 11,800 (Rupees eleven Thousand eight hundred only) will be paid Online as a cost of Tender document through online portal and Bank Guarantee /Online EMD of Rs. 3,06,000 (three lakhs six thousand only) need to be paid as Bid Security (Earnest Money Deposit) .		
Date of Pre-Bid Meeting		04.01.24 at 15:30 Hrs. at Vidhyut Bhavan, Patna, Bihar		
Date of Pre-qualification & Technical Bid Opening		19.01.2024 up to 15:00 Hrs.		
Date of opening of Price Part:		To be notified on https://eproc2.bihar.gov.in after Technical Bid Evaluation		
The RFP documents can be downloaded from website https://eproc2.bihar.gov.in . Submission of RFP documents must be accompanied EMD in the form of Bank Guarantee / online payment receipt, failing which the bid shall be summarily rejected. Original Bank Guarantee is required to be submitted in the office of Chief Engineer (Project-1) Urban, SBPDCL, Vidyut Bhawan, Patna, and Bihar before 15:00 hrs. On 19/01/2024.				
<p>Sd/- Chief Engineer (Project-I), Urban, South Bihar Power Distribution Company Limited</p>				

RFP for Selection of System Integrator for Supply/Up-gradation/Expansion of Storage and migration of data from old Storage to new storage.

SOUTH BIHAR POWER DISTRIBUTION COMPANY LIMITED
(A Government of Bihar Undertaking)



Illuminating lives...

REQUEST FOR PROPOSAL

For

Up-gradation/ Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya).

NIT NO: 84 /PR/SBPDCL/2023

Cost of RFP Document: Rs. 11,800/-

Vidyut Bhawan, Bailey Road, Patna - 800021

DISCLAIMER

The information contained in this Request for Proposal document (hereafter referred to as “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Company or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BSPHCL & its subsidiaries, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.

The Company may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Company is bound to select, and shortlist Applications and the Company reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its application. All such costs and expenses will remain with the applicant and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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1 **SECTION 1 – Introduction**

1.1 **Details about DISCOMs**

1.1.1 The Government of Bihar under the provision of Bihar Electricity Reforms Transfer Scheme 2012 notified vide Notification No.17dated 30.10.2012 of the Energy Department, Govt. of Bihar restructuredtheBiharStateElectricityBoardwitheffectfrom1stNovember2012.TheGeneration, Transmission and Distribution Businesses of the erstwhile Bihar State Electricity Board were transferred to four successor companies with one Holding Company as listed below:

- a) Bihar State Power Holding Company Limited (BSPHCL)
- b) Bihar State Power Generation Company Limited (BSPGCL)
- c) Bihar State Power Transmission Company Limited (BSPTCL)
- d) North Bihar Power Distribution Company Limited (NBPDCCL)
- e) South Bihar Power Distribution Company Limited (SBPDCL)

1.1.2 The Government of Bihar vide notification dated 30th October 2012, notified the provisional opening assets and liabilities of the transferee companies based on the audited account of erstwhile BSEB as on 1st April 2011.The value of assets and liabilities stand transferred from the erstwhile Bihar State Electricity Board to the transferee companies, including the North Bihar Power Distribution Company Limited. Assets and liabilities (gross block, loans and equity), as on the date mentioned in the notification, have been considered by the Commission in line with the Financial Restructuring Plan (FRP)as approved by the Government of Bihar.

1.2 **Profile of SBPDCL and NBPDCCL**

1.2.1. South Bihar Power Distribution Company Limited (SBPDCL), currently serves around 59.4 Lakh (appx.) consumers throughout its territory. The electricity distribution has been divided into 11 (Eleven) electric supply circles, 47(Forty-Seven) electric supply division and 130 (One Hundred Thirty) electric supply sub-division.

Sl. No.	SBPDCL as whole				Office Covered under R-APDRP		
	Name of Circle	No. of Division	No. of Sub Division	No. of Sections	No. of Division	No. of Sub Divisions	No. of Sections
1	Ara	3	12	41	2	4	7
2	Aurangabad	5	13	42	4	5	8
3	Bhagalpur	5	12	39	3	3	3
4	Biharsarif	6	16	54	4	7	12
5	Gaya	3	9	31	0	0	0
6	Jamui	2	6	21	2	4	4

Sl. No.	SBPDCL as whole				Office Covered under R-APDRP		
	Name of Circle	No. of Division	No. of Sub Divisions	No. of Sections	No. of Division	No. of Sub Divisions	No. of Sections
7	Munger	2	7	24	2	4	7
8	Patna	5	14	35	4	6	7
9	Pesu East	6	14	29	6	14	29
10	Pesu West	7	15	33	7	15	33
11	Sasaram	3	12	39	3	4	8
TOTAL		47	130	380	37	66	118

1.2.2. North Bihar Power Distribution Company Limited (NBPDC) currently serves around 91 Lakh (appx.) Consumers throughout its territory. The electricity distribution has been divided into 09(Nine) electric supply circles, 45(Forty-five)electric supply division and 147(One hundred forty-seven) electric supply sub-division.

Sl. No.	NBPDC as whole				Office Covered under R-APDRP		
	Name of Circle	No. of Division	No. of Sub Divisions	No. of Sections	No. of Division	No. of Sub Divisions	No. of Sections
1	Begusarai	3	11	37	3	4	7
2	Chapra	6	21	72	4	6	11
3	Darbhanga	6	20	61	2	3	6
4	Kishanganj	4	10	35	3	3	3
5	Motihari	5	17	57	4	7	10
6	Muzaffarpur	7	21	77	1	2	3
7	Purnea	4	14	47	3	3	8
8	Saharsa	6	15	55	2	2	2
9	Samastipur	5	19	61	2	3	5
TOTAL		46	148	502	24	33	55

1.2.3. In both the DISCOMs, Spot billing is presently done by different private agencies/ internally. DISCOMs have initiated the spot billing and collection activity as a part of performance improvement and loss reduction strategy. The software for Spot Billing solution is provided by the Discoms and agencies are responsible for manpower, Mobile phone (Android), & Bluetooth Printers etc.

1.4 IT Initiatives at Power Distribution Companies of Bihar

1.2.4. R-APDRP Project

Ministry of Power, Government of India launched the Restructured Accelerated Power Development and Reforms Program (R-APDRP) with focus on establishment of baseline data, fixation of accountability, reduction of AT&C losses through strengthening of Transmission and Distribution network and adoption of Information Technology during 11th Plan in July 2008.

The R-APDRP (Part-A) IT has been implemented in Total 67 (35+32) towns of SBPDCL and NBPDCCL meet the following objectives:

- a) Establishing baseline data for accurate measurement of losses.
- b) Improving customer services which include projects for establishment of IT Infrastructure & deployment of applications like Meter Data Acquisition, GIS based electrical asset mapping and consumer indexing, Meter Reading, Billing, Collections, MIS, Energy Audit, New Connection, Disconnection, Customer Care Services, Web self-service etc.

Under the RAPDRP (Part-A) IT scheme, the following IT Infrastructure has been setup in SBPDCL & NBPDCCL along with the associated activities:

1. Data Centre at Patna, Bihar.
2. Disaster Recovery Centre at Gaya, Bihar.
3. Common Centralized Call Centre for both Utilities at Patna.
4. Following S/W application modules for distribution & retail supply business activities:
 - i. Meter Data Acquisition System (MDAS)
 - ii. Energy Audit(EA)
 - iii. New Connection(NC)
 - iv. Disconnection & Dismantling (DC & DM)
 - v. GIS based Customer Indexing and Asset Mapping (GIS–CI&AM)
 - vi. GIS based integrated Network Analysis Module (GIS–NA)
 - vii. Centralized Customer Care Services (CCC)
 - viii. Management Information System (MIS)
 - ix. Web Self Service (WSS)
 - x. Identity and Access Management System (IDAM)
 - xi. System Security Requirement
 - xii. Development of Commercial Database of Consumers
 - xiii. Metering
 - xiv. Billing
 - xv. Collection
 - xvi. Asset Management
 - xvii. Maintenance Management
 - xviii. Document Management System (DMS)
 - xix. Mail/Messaging System

- xx. Enterprise Management System and Network Management System
 - xxi. Antivirus & Firewall System
 - xxii. Data Ware house System with MIS application
5. Feeder/DT/HT consumer AMR facility
 6. DGPS based GIS Survey for Asset mapping & consumer indexing in all towns coming under the R-APDRP scheme
 7. Establishment of LAN, MPLS-VPN and other networking in all the identified towns of both the DISCOMs.
 8. Integration, as envisaged in G1 section under 3.10 paragraph of SRS Document, with existing applications.
 9. Solution component mapping with business functions as implemented in RAPDRP is given below:

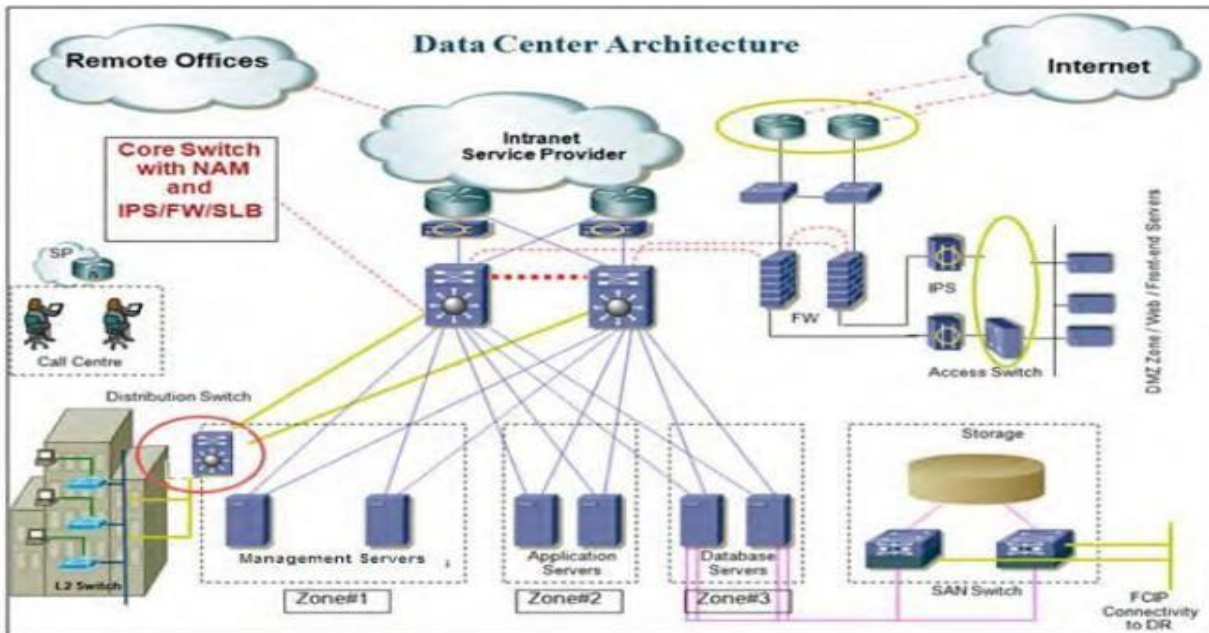
Sl. No.	R-APDRP Modules	Solution Components
1.	Meter Data Acquisition System (MDAS)	Secure, Genus, Analocis, AMI-Tech
2.	Energy Audit	SAP ISU ECC 6.0 (Energy Suits)
3.	New Connection	SAP ISU ECC 6.0
4.	Disconnection and Dismantling	SAP ISU ECC 6.0
5.	Centralized Customer Care Services	Aspect Solution/Asteric, SAP CRM
6.	Management Information System (MIS)	SAP ISU ECC 6.0
7.	GIS based customer indexing and asset mapping	GE Small World
8.	GIS based integrated network analysis module	Mi Power Network Solutions
9.	Web Self Service	Bespoke Solution (.Net Based Application)
10.	Identity and Access Management	Tivoli/iltimus/PRTG Manage Engine
11.	System Security Requirement	In-Build in Modules
12.	Development of Commercial Database of Consumers	SAP ISU ECC 6.0
13.	Metering	SAP ISU ECC 6.0
14.	Billing	SAP ISU ECC 6.0
15.	Collections	SAP ISU ECC 6.0
16.	Asset Management	SAP ISU ECC 6.0
17.	Maintenance Management	SAP ISU ECC 6.0
18.	Integration Middleware	SAP PI/XI
19.	EMS and NMS	Tivoli/iltimus/PRTG Manage Engine
20.	Consumer Database	SQL & Sybase
21.	Document Management System	SAP
22.	SMS Gateway	Provided by Agency (Viva connect Pvt. Ltd)
23.	Reporting	SAP ISU ECC 6.0, SAP BI/BW in Sybase Database
24.	Development, Quality and Production Landscape	SAP ISU ECC 6.0, SAP CRM, SAP BI/BW

1.2.5. R-APDRP PART-A Architecture

The R-APDRP Functional 17 modules and other subsystems such as Email, EMS/NMS Suite are setup at one centralized Data Centre, Patna and one Disaster Recovery Centre, Gaya to which every Section office, Sub-Division offices, Division offices, Circle offices ,and Corporate office of the project are as are connected to cater to the business requirements of SBPDCL & NBPDC. The Centralized Customer Care Centre is established at Patna.

The Data Centre and Disaster Recovery Centre (1:1replica) are logically segregated into Secured zone and Demilitarized zone hosting business applications for internal use and customer use respectively.

The Data Centre and Disaster Recovery Centre comprises of Web, Application Servers, Database server, middleware servers and network, security components and storage components. The hardware existing are all enterprise class servers with scalable architecture to manage enterprise level solution to address the utility requirement. The architecture ensures the continuous availability of the business application. The Database servers are in clustered fail over mode making them highly available. Application server and Database servers are scalable horizontally and vertically respectively.



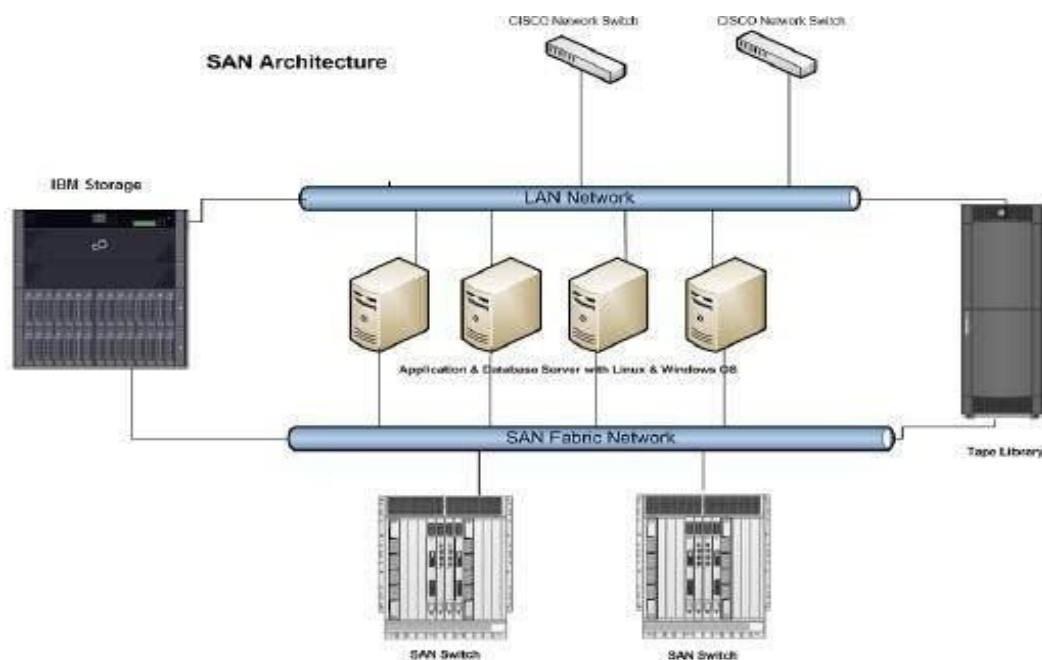
RAPDRP A - Data Centre Architecture

The solution enables all required interfaces and integration. The integration mechanism adopted supports easy manageability, configurability, scalability and easy integration of any future systems with solution. The integration is on-line real time or batch mode where appropriate and operates in an automated fashion without manual intervention.

DC/DR – Storage Area Network Architecture

RFP for Selection of System Integrator for Supply/Up-gradation/Expansion of Storage and migration of data from old Storage to new storage.

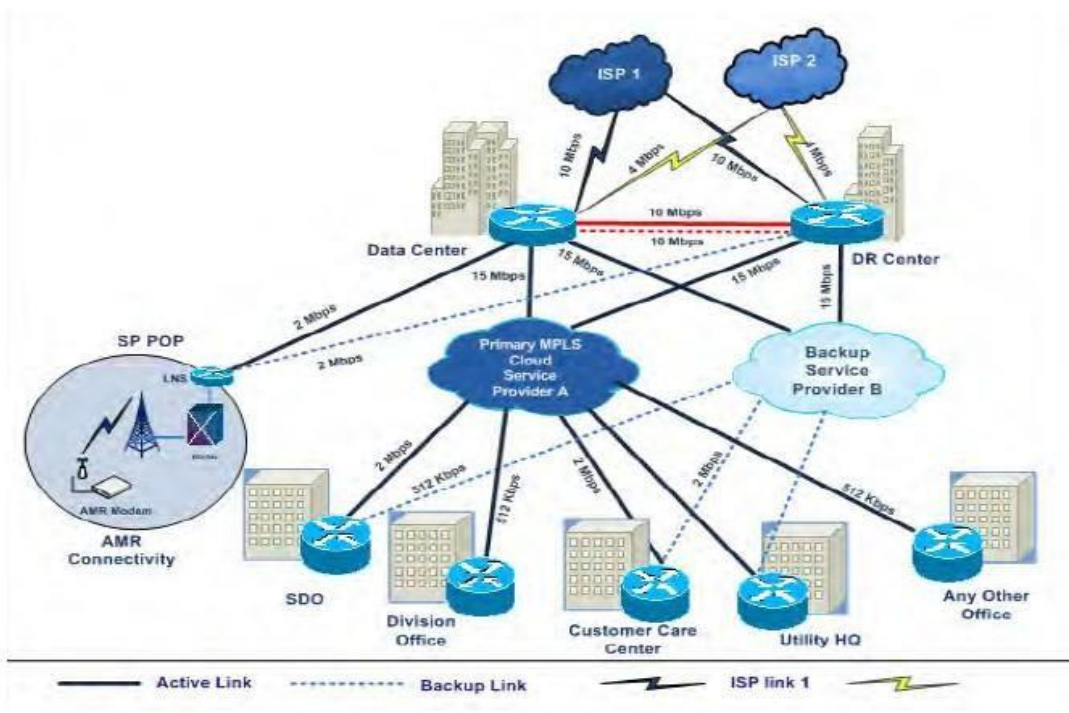
Following diagram shows the Storage Area Network Architecture at DC/DR implemented at SBPDCL and NBPDC.



Network Connectivity – DC/DR along with branches

Following diagram shows the Network Connectivity–DC/DR along with the offices of SBPDCL and NBPDC.

RAPDRP - WAN Architecture



1.2.6. Non – RAPDRP Project

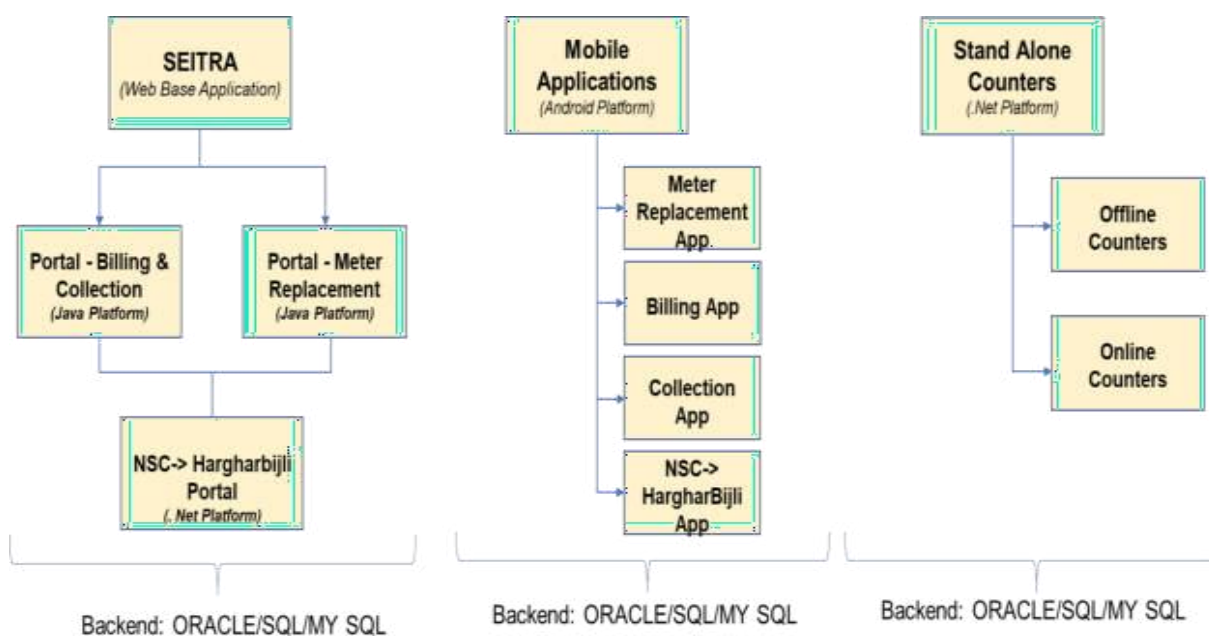
The SBPDCL & NBPDC with assistance of National Informatics Centre, Govt. of India has developed the IT Solution stack to cater the business requirements at Non-RAPDRP areas which include IPDS Towns &

Rural areas of Discoms.

Under Non-RAPDRP, A team of 35 resources (appx) from National Informatics Centre (NIC), Govt. of India are supporting for development & maintenance of the IT Solutions along with supporting IT Infrastructure at SBPDCL & NBPDC. The Application solution stack include the following:

1. SIETRA – The SIETRA application is web-based portal developed in Java platform for Metering, Billing, Collection and Metering Replacement activities at utility. This SIETRA solution also runs in sync with the Hargharbijli portal which a .Net based consumer facing application and supported by the backend database of ORACLE.
2. Mobile Applications – Discoms are using multiple mobile based applications for day to day business operations and task which include Meter replacement, Billing, Collection Application etc. which are developed on the android based mobile platforms and supported by Oracle DB.
3. Stand Alone Counters – The utility is also running the offline and online counter for consumer payments which are developed in .Net Platform and Supported by MY SQL database solution.

The above application caters the total consumer base of 1.3 Crores (Appx.) for metering, billing & collection operation. The applications are used by 3000 (appx.) users for day to day business operations and activities at Non-RAPDRP areas of SBPDCL & NBPDC.



Overview- IT Solutions at Non-RAPDRP Area

1.2.7. IPDS Project

Ministry of Power, Government of India notified “**Integrated Power Development Scheme**” (IPDS) on 03rd December 2014 as a Central Sector Scheme to extend financial assistance against capital expenditure to address the gaps in Sub-Transmission and distribution network and metering in Urban Areas to supplement the resources of Discoms/ Power Department.

The existing scheme of R-APDRP as approved by CCEA for continuation in 12th and 13th Plans has been subsumed in this scheme and will be continued as a separate component of IPDS for IT enablement of distribution sector. Power Finance Corporation Limited (PFCL) has been designated by GoI as the Nodal Agency for the programme. In IT Phase-2 of IPDS, scope of IT enablement exists in more than

RFP for Selection of System Integrator for Supply/Up-gradation/Expansion of Storage and migration of data from old Storage to new storage.

2600 towns. IT enablement in these towns will enable improvement in Consumer satisfaction and power supply reliability, monitoring of all 11 KV Feeders and proper Energy Accounting and Auditing, which will ultimately help in taking measures for reduction of AT&C losses and improvement in financial viability of the DISCOMs.

The SI would supply, install and commission one integrated solution within the broad framework provided in the SRS (System Requirement Specification) document. SRS Committee under the guidance of Ministry of Power has finalized a detailed SRS document which covers all the components of the project including hardware, software, networking; GIS among others which shall help the utilities improve their performance.

1.2.8. The Programme

The Govt. of India has launched Integrated Power Development Scheme (IPDS) for the urban areas with the following components:

- i. Strengthening of sub-transmission and distribution networks in the urban areas.
- ii. Metering of distribution transformers / feeders / consumers in the urban areas.
- iii. IT enablement of distribution sector and strengthening of distribution network under R-APDRP for 12th and 13th Plans by carrying forward the approved outlay for R- APDRP to IPDS.
- iv. Schemes for Enterprise Resource Planning (ERP) and IT enablement of balance urban towns are also included under IPDS. Scope of IT enablement has been extended to all 4041 towns as per Census 2011.
- v. Underground cabling to include additional demand of States and smart metering solution for performing UDAY States and Solar panels on Govt. buildings with net- metering are also permissible under the scheme.

As per IPDS guidelines, schemes for IT enablement of distribution sector are envisaged to be covered as per requirement of Utility. At present IT enablement has been taken up in 1405 towns under R-APDRP, Part-A. However, to cover IT enablement of distribution business across entire urban area, Ministry of Power has approved IT enablement of Non-R-APDRP towns (about 2600 Nos.) under IPDS, so that entire urban area in the country can be IT enabled. The IT system established under R-APDRP has enabling provision by way of scalability in the design of Data Centre (DC) / Disaster recovery Centre (DR) to meet the ultimate requirement of entire state power Utilities. Hence, to extend the coverage to additional towns, incremental expenditure shall be required, and benefit of IT based system can be derived in such towns. The details of SBPDCL and NBPDCCL towns areas are as under: -

1) SBPDCL IPDS Office Details

Sl. No.	Circle	No. of Divisions	No. of Sub Division	No. of Section
1	Ara	2	3	5
2	Aurangabad	3	3	3
3	Bhagalpur	1	1	1
4	Biharsarif	3	4	4
5	Gaya	1	1	1
6	Munger	1	1	1
7	Patna	3	5	6
8	Sasaram	2	3	3
Grand Total		16	21	24

2) SBPDCL RAPDRP Office Details

Sl. No.	Circle	No. of Divisions	No. of Sub Division	No. of Section
1	Ara	2	4	7
2	Aurangabad	4	5	8
3	Bhagalpur	3	3	3
4	Biharsarif	4	7	12
5	Jamui	2	4	4
6	Munger	2	4	7
7	Patna	4	6	7
8	Pesu East	6	14	29
9	Pesu West	7	15	33
10	Sasaram	3	4	8
Grand Total		37	66	118

3) NBPDCI IPDS Office Details

Sl. No.	Circle	No. of Divisions	No. of Sub Division	No. of Section
1.	Begusarai	2	3	5
2.	Chapra	4	7	7
3.	Darbhanga	3	4	4
4.	Kishanganj	2	3	3
5.	Motihari	3	6	7
6.	Muzaffarpur	3	5	7
7.	Purnea	2	2	3
8.	Saharsa	3	4	6
9.	Samastipur	3	3	3
Grand Total		25	37	45

4) NBPDCI RAPDRP Office Details

Sl. No.	Circle	No. of Divisions	No. of Sub Division	No. of Section
1.	Begusarai	3	4	7
2.	Chapra	4	6	11
3.	Darbhanga	2	3	6
4.	Kishanganj	3	3	3
5.	Motihari	4	7	10
6.	Muzaffarpur	1	2	3
7.	Purnea	3	3	8
8.	Saharsa	2	2	2
9.	Samastipur	2	3	5
Grand Total		24	33	55

Note: The mentioned count of Circle, Division, Sub-Division and Section may vary, however, bidder will have to carry out the survey to identify the exact count of geographical area.

1.2.9. IPDS Project

Further, Ministry of Power, Government of India notified "Integrated Power Development Scheme" (IPDS) on 03rd December 2014 as a Central Sector Scheme to extend financial assistance against capital expenditure to address the gaps in Sub-Transmission and distribution network as well as metering in Urban Areas to supplement the resources of Discoms / Power Department. Under IPDS scheme, SBPDCL and NBPDCCL have upgraded the compute infrastructure at Data Centre and Disaster recovery Centre along with end user devices in IPDS towns. Around 2200 cores and 280 TB of storage in DC and DRC along with VMware server virtualization has additionally been procured. The application software from old R-APDRP compute infra is being migrated in newly procured compute infra. Under IPDS scheme, DISCOMs have also implemented Software Defined Wide Area Network (SD-WAN) in most of the offices for providing secure connectivity in field offices. Details of various devices at DC and DRC are mentioned at Annexure.

1.2.10. Smart Metering Project

SBPDCL & NBPDCCL are in advance stage of implementing Advanced Metering Infrastructure, also referred as —Smart Metering|| mainly in pre-paid mode convertible to post-paid mode and vice-versa. Smart Metering is the combination of the electronic meters with two-way communications technology for information, monitor, and control. The Smart meters solution transmit readings and other relevant data at periodic interval and receives connect/disconnect as well as load control commands from and to Central Server.

Smart metering system aims to deliver multiple benefits by:

- Providing a platform for improved customer service, e.g. timely and accurate readings support billing without need for estimation.
- Detailed and timely information of energy usage for identifying opportunities for energy savings.
- Building a platform for future smart grids.
- Allow remote connection/disconnection of supply.
- Measurement of electricity exported.

Smart metering is an integrated technology that pays for itself through reduced AT&C losses, improved energy savings, and operational efficiencies.

1.2.11. About Smart Metering System & Components

- **Smart Meters:** Electronic energy meters, capable two-way communications and two-way measurement with the ability to measure the incoming and outgoing (Import and Export energy with TOD measurements) flow of electricity from a specific location such as customer's home or business.
- **Communication Network:** It is established to ensure data transfer between meters to Servers for computing, analyzing and control purposes. Based upon the geographical areas and cost involvement, type of communication network is chosen like (RF-based, GPRS etc.)
- **Head End System (HES) & Network Management System (NMS)**
The main objective of Head End System (HES) is to acquire data from different end points i.e. Smart Meters and to provide them to other related systems i.e. MDMS for further processing and analysis purposes. It also serves as control mechanism to the meters to perform connect/disconnect, load side management etc.

The Network Management System (NMS) is responsible for the establishment and

RFP for Selection of System Integrator for Supply/Up-gradation/Expansion of Storage and migration of data from old Storage to new storage.

management of all GPRS Communication, radio mesh networks, the discovery of all nodes once deployed in the field, the overall system management as well as security management of those millions of devices.

- **Meter Data Management (MDM) System:** A software application that stores, validates, estimates, edits and analyses meter reading data prior to releasing it for integration into other operational systems of utility such as customer billing, load forecasting and outage management, Energy Accounting etc.
- **Interfaces and Integration:** This systems integration activity involves modifying existing applications to handle the enhanced automated meter reading information and building interfaces between new and existing enterprise applications to support utility’s end-to-end business processes.
- **Web Portal and Mobile Application:** Web portal and Mobile application serves purpose of In-Home Display (IHD) and web application used by consumer for usage monitoring.

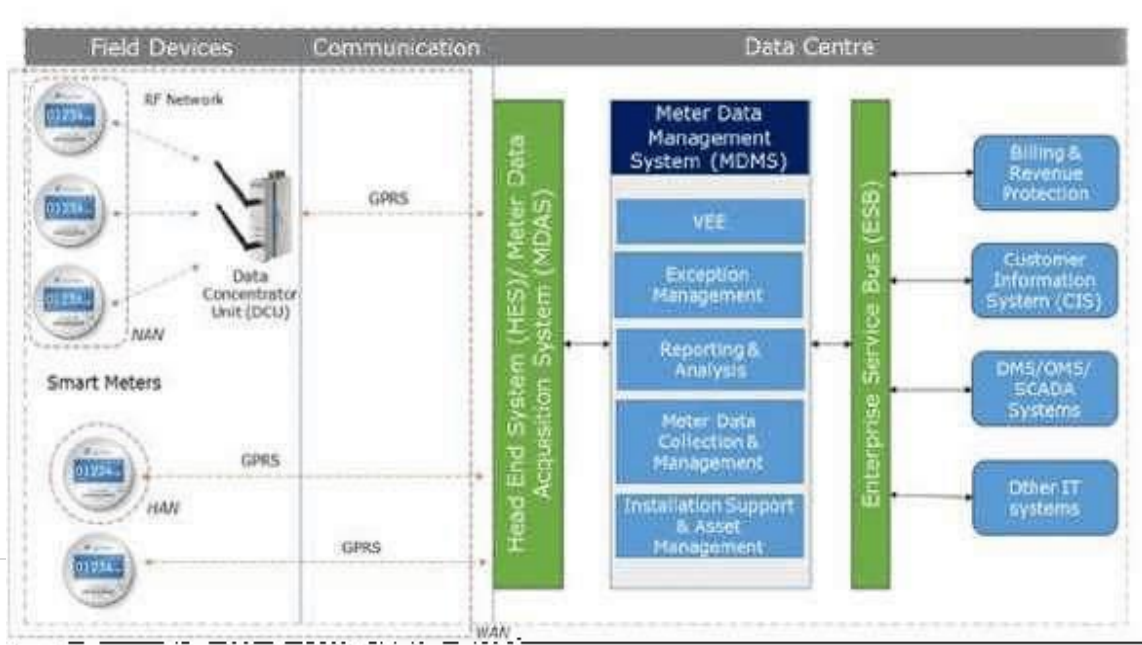
1.2.12. Project Areas

SBPDCL & NBPDCCL has decided to implement Smart Prepaid Metering System for the consumers across Bihar. Initially Smart Metering System, in pre-paid mode, is under process of implementation for approximately 23.5 lacs Consumers across Bihar.

The Nodal Agency, EESL is implementing a smart meter project of 23.5 lacs meters in RAPDRP & IPDS towns of SBPDCL and NBPDCCL. EESL is undertaking this project includes:

- I. Supply of smart meters with GPRS compatible NIC cards.
- II. Installation, testing, commissioning and integration of the AMI system with existing Billing System.
- III. At present, the entire pre-paid calculation is being done at MDMS itself whereas with monthly billing at billing system and further data sync with MDMS each month. All existing modes of collections are integrated with smart pre-paid system for recharge apart from new consumer app for prepaid customers. This entire activity including pre-paid functions shall happen on Billing system in integration with MDMS and related smart metering system in expected new Billing Solution. System to be designed accordingly for all customers of Bihar in prepaid mode.

The AMI IT system of EESL project includes partners M/s EDF (SI) and Technology solution M/s



RFP for Selection of System Integrator for Supply/Up-gradation/Expansion of Storage and migration of data from old Storage to new storage.

Accenture with support from other solution partners. The Head End system (Schninder), Cloud Solution (ESDS), Meter data management system (Siemens) and Analytics Tool (Oracle).

AMI System Architecture

1.2.13. Other Miscellaneous Solutions

1. SCADA –The SBPDCL & NBPDCCL has implemented the Supervisory control and data acquisition (SCADA) system under the R-APDRP project at Patna. The SCADA Solution is implemented by Shiners electric India private limited.
2. E-procurement - The SBPDCL & NBPDCCL utilize the e-procurement portal hosted by the Beltron for its procurement task www.eproc.bihar.gov.in
3. Other Applications — Various other applications utilized by the Power Companies of Bihar include the State Load Dispatch Centre (SLDC), Bihar Holding Company Portal, Urja Mirta, PFC Portal, Existing Payroll Solution of Bihar Power Sector Companies, Tele Software for Finance etc.

2 **SECTION 2 – Invitation to Bid**

The invitation to Bid is for “**Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya**”. The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the Bidders.

2.1 **Issuer**

South Bihar Power Distribution Company Limited (SBPDCL) invites proposals on behalf for “**Up-gradation/Expansion of SAN Storage at SBPDCL/NBPDCL Data Centre Patna and Disaster Recovery Centre Gaya**”.

2.2 **Issuer and Address for Bid Submission & Correspondence**

Chief Engineer (Project-1),
South Bihar Power Distribution Company Limited,
VIDYUT BHAWAN,
JAWAHAR LAL NEHRU MARG, PATNA – 800021
E-Mail: ipdsit.bihar@gmail.com

2.3 **Key Events & Dates**

S. No.	Information	Details
1.	Last date and time for submission of EMD & Bid Processing fees in SBPDCL.	18/01/2024 up to 18:00 Hrs.
2.	Last date and time for submission of bids (online)	18/01/2024 up to 18:00 Hrs.
3.	Date and time for opening of Bids	19/01/2024 up to 15:00 Hrs.
4.	Earnest Money Deposit (EMD)	Rs. 3.06 Lakhs
5.	Place for submission of EMD & bid processing fee and opening of Bids	Chief Engineer (Project-1), South Bihar Power Distribution Company Limited, VIDYUT BHAWAN, JAWAHAR LAL NEHRU MARG, PATNA – 800021 e-mail: ipdsit.bihar@gmail.com

6.	Contact person for queries	Chaturbhuj Mishra, Chief DBA, South Bihar Power Distribution Company Limited, 2nd Floor, VIDYUT BHAWAN, JAWAHAR LAL NEHRU MARG, PATNA – 800021
7.	Address for communication	Chief Engineer (Project-1), South Bihar Power Distribution Company Limited, VIDYUT BHAWAN, JAWAHAR LAL NEHRU MARG, PATNA – 800021
8.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be given to the technically qualified bidders later on.
9.	Bid validity	180 days
10.	Pre-bid Meeting	04.01.2024 at 15:30 Hrs. at Vidyut Bhawan. Bidder need to send email for in pre bid query on email ipdsit.bihar@gmail.com .

Any proposal received by the SBPDCL after the deadline for submission of proposal mentioned in Section 2.3 above will be rejected and returned unopened to the Bidder. The SBPDCL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained after the expiry of the dates mentioned in Section 2.3.

3 **SECTION 3 – Eligibility Criteria**

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved. The Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required support services sought by the SBPDCL. The Bids must be complete in all respect and shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

S. No.	Clause	Documents required
1.	The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid	Declaration in this regard needs to be submitted
2.	The bidder must have positive Net Worth in each of the last 3 (three) financial years (i.e. FY 20-21, FY 21-22 & FY 22-23) ending at the	Audited balance Sheet for the last three (3) financial years (i.e. FY 20-21, FY 21-22 & FY 22-23) must be submitted

	<p>date of bid opening.</p> <p>Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p>	in this regard.
3.	<p>The Bidder's Minimum Average Annual Turnover (MAAT) of bidder should be Rs. 1 Crores taken for best three (3) financial years out of the last Five (5) financial years i.e. FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23.</p>	<p>Audited Annual Accounts of the company for the last Five (5) financial years (in case of companies) (FY 2018-2019 Onwards)</p> <p>And CA certificate regarding turnover and net worth for the last 5 financial year.</p> <p>UDIN shall be clearly mentioned on audited annual accounts & CA certificate.</p>
4.	<p>The Storage OEM's Minimum Average Annual Turnover (MAAT) of should be Rs. 500 Crores taken for best three (3) financial years out of the last Five (5) financial years i.e. FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23.</p>	<p>Audited Annual Accounts of the company for the last Five (5) financial years (in case of companies) (FY 2018-2019 Onwards)</p> <p>And CA certificate regarding turnover and net worth for the last 5 financial year.</p> <p>UDIN shall be clearly mentioned on audited annual accounts & CA certificate.</p>
5.	<p>Bidder should have relevant experience similar to scope of work in supply, installation commissioning and maintenance of Data centre IT-Infra specially Large Storage devices (of minimum capacity 50TB) of minimum value of single project of Rs. 1 Crore</p> <p>Or</p> <p>Two projects of minimum RS. 60.00 lakhs each</p> <p>Or</p> <p>Three projects of minimum RS. 40.00 lakhs each in last five financial years in central</p>	<p>LOA, Work Order and Completion/progress certificate from client including scope of work clearly.</p> <p>For on-going project, payment made up to Go live period will be considered for evaluation of project cost.</p>

	Government or State Government or PSU or Scheduled banks. Project can be either completed or on-going. In case of on-going, the project must be declared “go live” and maintenance period is on-going.	
6.	(a) The Bidder shall be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 5 years as on bids submission date and shall have their registered offices in India (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of Certificate of incorporation, Certificate of Commencement, Certificate consequent to change of Name, if applicable Valid documentary proof of Central Sales Tax/VAT number Service Tax registration number, GSTIN, Income Tax registration/PAN number Income Tax returns for the Financial years FY 19, FY 20, FY 21, FY 22 and FY 23.
7.	The Bidder must have ISO 9001:2000 or latest certification and ISO 27001.	Valid Copy of the Certification stating the location and the scope of the certification
8.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central /State Government agencies.	Declaration in this regard by the authorized signatory of the Bidder
9.	Bidder shall not be de-barred or blacklisted in BSPHCL or its subsidiaries	Declaration in this regard by the authorized signatory of the Bidder
10.	Bidder must submit Manufacturer’s Authorization Forms for OEM products proposed by the Bidder including the following: <ul style="list-style-type: none"> • Authorization for Bidder(s) • Confirm that the products quoted are neither end of sale nor end of life products • Undertake that the support including warranty, spares, and patches for the quoted products shall be available for proposed duration of the contract. 	Manufacturer’s Authorization Forms (‘MAF’) from all OEMs for the project.

The Bidder has to ensure that while submission of the Bids, all the pages of the Bids are signed by the competent authority / authorized signatory and also all the pages are numbered and properly indexed. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

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To be eligible to bid, the Bidders must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

b) "Bidder" (Seller / Service Provider) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

c) "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -

- a. An entity incorporated, established, or registered in such a country; or
- b. A subsidiary of an entity incorporated, established, or registered in such country; or
- c. An entity substantially controlled through entities incorporated, established registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or venture falls under any of the above

d) The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner, or the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means. Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors to control the management or policy decisions including by virtue of the shareholding or management rights or shareholders agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, beneficial owner is the relevant natural person who holds the position of serving managing official;

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4. In case of a trust, the identification of beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercise ultimate effective control over the trust through a chain of control or ownership;

e) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

f) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor registered with the Competent Authority

4 SECTION 4 - Scope of Work

4.1 About the Project Objective

There are two billing application software used by SBPDCL & NBPDC. First application SAP ISU was implemented under RAPDRP scheme which serving currently 24 lakhs consumers. Second billing application was developed by NIC using Java, Oracle (Database), currently serving 1.5 crore consumers across Bihar. During various timeline discoms had already procured various SAN storage for its billing related software applications. The detail of various SAN storage and their capacity along with procurement year is mentioned in below tables.

Table: (Total Storage Space at Data Centre Patna)

	Hitachi (E590)	Dell (Unity 480 XT)	Dell (Unity 400)	IBM (DS 8700)	Total (in TB)
Total (in TB)	82	150	139	72	443
Tentative Year of procurement	2022	2020	2018	2014	

Table: (Total Storage Space at Disaster Recovery Centre Gaya)

	Hitachi (E590)	IBM (DS 8700)	Total (in TB)
Total (in TB)	10	70	80
Tentative Year of procurement	2022	2014	

Now, most of the above mentioned storage space is either allocated or will be allocated for various applications shortly. Recently procured SAN storage Hitachi (E590) is capable of delivering the 2,00,000 plus IOPS with expendable up-to 5 Petabyte. There is requirement of additional storage of 240TB (SSD+NVME) as detailed below. Bidder has following two choices:

i. **Option1:** Bidder can either to upgrade the existing Hitachi (E590) storages with virtualization of exiting all Storage along with additional usable capacity of 240TB RAID5/6 with data & application migration at DC & DR from other storage to Hitachi Storage.

Or,

ii. **Option 2:** Bidder can provide additional two new SAN storages with controllers to deliver minimum 2,00,000 IOPS from day 1 and expandable to 4,00,000 IOPS with capacity of additional usable 340 TB RAID5/6 (NVME). The storage shall be upgradable up-to 5-Petabyte at each location (DC & DR) **with data & application migration at DC & DR from all other storages (mentioned above) to newly supplied and installed storages with minimum or no downtime. The proposed storage need to be connected with all existing SAN Switches to utilize the additional capacity at application level. Presently there are thee SAN switches at DC and 1 at DRC Gaya. Bidder shall be responsible to provide all required cables or any**

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other equipment to meet this connectivity. Tools or any other services required for data migration will be complete responsibility of the bidder without any additional cost to the purchaser. Currently critical applications like SAP Billing system and Rural Billing application, smart meter applications and other related applications are hosted on existing Hitachi and other SAN storages.

Thus the objective is to expansion/up-gradation of the storage to host SAP related application, NIC-Billing applications, Smart meter related and various other Utility related applications on single SAN Storage to meet the current and future projected requirements of storage capacity, IOPS and performance without any problem.

Discom has estimated required additional capacity of 240TB (120TB at DC, Patna and 120TB at DRC, Gaya each) (NVMe/SSD). Additionally bidders need to do data migration from existing system to new proposed system. Bidders are requested to do proper sizing to meet the performance and IOPS to avoid any problem or performance issues. Bidders are requested to visit the data centre to know existing work load current configuration of various devices, data migration requirements etc. to do proper sizing as well as to propose if any other/additional requirements along with the minimum requirement mentioned in this RFP for proper functioning of SAN system and related software applications. High level objective summarized below:

- Up-gradation/Expansion of Hitachi E590 SAN Storage by 120TB at DC Patna and 120TB at DRC, Gaya each (total 240TB),
Or,
to provide two new SAN storage at each location with 230 TB usable capacity at DC and 115 TB usable capacity at DRC with minimum IOPS 2,00,000 from day one and scalable to 4,00,000 IOPS and expandable up-to 5 Petabyte.
- **Data Migration from existing SAN storage systems to new/upgraded proposed enhanced system. All applications need to be hosted in new proposed upgraded SAN storage system with no or minimum downtime.**
- **Virtualisation (applicable for Hitachi existing SAN storage):** There is a need to integrate this up-graded/expanded storage space with various storage at Data Centre with each other and virtualize them physically or using any external tool/application. The existing storage has already been virtualized with Hitachi provided solution. Bidder needs to virtualize the additional SAN 240 TB capacity with the existing virtualized storage.
- **Warranty:-**
 - **applicable for Hitachi existing SAN storage:** Providing Cotermious Warranty of newly Up-graded/expanded storage space with warranty of already installed Hitachi E590 SAN storage,
 - **applicable for new SAN storage:** if provided new storage then comprehensive onsite warranty from OEM on all parts and systems of new SAN storage shall be for period of 5 years from Go-Live date.

4.2 Geographical Scope for Implementation

The SAN Storage shall be installed at Data Centre located at Patna, Bihar and Disaster Recovery Centre located at Gaya, Bihar

4.3 Brief Scope of Work:-

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The System Integrator (SI) shall carry out the scope of work including but not limited to the following:-

4.3.1 The Scope of work includes up-gradation/expansion (of existing Hitachi E590 storage), of storage devices at both the locations DC (Patna), DRC (Gaya), and integration/virtualization of upgraded/expanded storage space with exiting storage systems.

4.3.2 Supplying and installation of extra SAN storage expansion box at both locations i.e. DC Patna and DRC Gaya as well its installation and integration with existing Hitachi E590 SAN storage for future expansion of storage space along with all its required licenses and any other additional devices/parts required for future expansion.

4.3.3 Migration of all critical/ non-critical data (as specified by SBPDCL) from existing storage to newly installed storage.

4.3.4 The purchaser may ask to install some of the storage space procured for DRC Gaya to install at DC Patna at initial stage or at any other time during the contract period.

4.3.5 SBPDCL envisages augmentation/refresh of its existing Storage Infrastructure (Including Storage and SAN switches) deployed at company DC, DR location.

4.3.6 Supply, installation, configuration & maintenance of all the supplied hardware and software at the DC and DRC and seamless migration and integration with existing Network Architecture of company.

4.3.7 The solution quoted by bidder should not be declared as End of Sale (EOL) till go-live or End of Life or End of Support or End of Service Life (EOSL) within the contract period by the OEM. In the event of the supplied solution being declared as EOS or EOSL within the contract period from the date of commissioning of the solution, the bidder has to replace the solution free of cost with solution having equivalent or higher capabilities.

4.3.9 Migration of data from old storage to new storage is required to be done by the bidder in co-ordinate with the existing SI. Migration tool needs to be provided by the bidder at no additional cost to the SBPDCL.

4.3.10 Selected bidder would be responsible for all the scopes that are defined in the scope of work.

4.3.11 The Bidder shall also be responsible for supply, installation, commissioning and user acceptance of all hardware and software related to provided storage system.

4.3.12 Any item though not specifically mentioned, but is required to complete the project works in all respects for its safe, reliable, efficient and trouble free operation shall also be considered to be included and the same shall be supplied and installed by the Bidder without any extra cost.

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4.3.13 The supply of all required material to be provided as per Indian standard.

4.3.14 All supplied items must conform to the detailed technical specifications mentioned in this tender document.

4.3.15 Packaging and transportation from the manufacturer's work to the site including port and customs clearance will be borne by the bidder.

4.3.16 Insurance of all equipment from manufacturer's site till handing over and user acceptance will be borne by the bidder.

4.3.17 Bidder/ OEM shall maintain the mandatory and recommended spares during warranty period as per provision of tender document.

4.3.18 The bidder/ OEM shall provide coterminous warranty including technical online support 24X7 hrs.

4.3.19 The Bidder shall be responsible for providing all material, equipment and services specified or otherwise, which are required to fulfill the intent of ensuring operability, maintainability and the reliability of the complete work covered under this specification.

4.3.20 It is not the intent to specify all aspects of design and installation of associated systems mentioned herein. The systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation.

4.1.21 Arrangement by bidder

4.3.21.1 The bidder shall make his own necessary arrangements for the following and for those not listed anywhere else:

4.3.21.2 Transportation

4.3.21.3 Boarding & lodging arrangement for their personnel

4.3.21.4 Training of SBPDCL employees is in the scope of bidder. Standard curriculum designed and agreed by the owner for hardware, software and preferably from the OEM partner or OEM's certified training partner shall be arranged for minimum 7 days at Patna.

4.4 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom SBPDCL will deal with, for any activity pertaining to the requirements of this RFP.

4.5 Documentation

The bidder to provide on-going product information for referential purposes and facilitating.

Self-education by Utility personnel, the following documents (one set each) will be required for smooth functioning of the system at site. Following documentation should be included:

4.1.1 User manuals

4.5.1.1 Technical manuals

4.5.1.2 Installation guides

4.5.1.3 Sample reports

4.5.1.4 Frequently asked question (FAQ) guides.

4.5.1.5 Training Manuals

5 SECTION 5 – Duration of Work

The duration for executing the whole scope of work as mentioned in this shall be till warranty period of Hitachi E590 at all provided locations (in Letter of Award (LoA)) if bidder provided solution for expansion of existing Hitachi storage.

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If bidder proposed new SAN storage solution the period will of five year.

It can be extended further on yearly basis on mutual agreements between the agency and the purchaser keeping all other terms and conditions constant. The unit rate will remain same during the contract period for meeting additional requirements.

6 **SECTION 6 – Technical Specifications**

The specification is intended to cover the design, assemble, testing at the Suppliers manufacturer’s works before dispatch, supply and delivery of Storage devices.

1	Data Availability	1. Offered storage shall be an Enterprise Storage array shall provide 99.999% or more data availability. 2. Documentation for 99.999% availability shall be submitted along with bid.
2	Performance	Offered Storage system should provide minimum 200000 IOPS with 70:30 Read/write ratio and 8K block size along with data efficiency feature enabled from day one. Bidder has to provide sizing tool output of OEM along with tender document.
3	Disc Support	Storage should support for SSD, SAS along with NL-SAS / MDLSAS disks with a scalability to min 500 Disks
4	Raid	It should support hardware RAID levels 6 or better.
5	Thin Provisioning	The storage should be configured with Thin provisioning and thin reclaim natively or bidder need to provide solution for thin reclaim.
6	Other Peripherals	All necessary cables for enclosure interconnections must be part of the storage system supply
7	Rack Mountable	The storage should be supplied with rack mount kit. All the necessary patch cords (Ethernet and Fiber) shall be provided and installed by the vendor.
8	Management	The Storage Management Software should offer operational simplicity and rich data management functionalities for Unified Storage. It should provide a single dashboard to monitor health, availability, capacity usage, performance, and data protection status of various platforms along with resource planning. The management tool should display system alerts and notifications for proactive management on the dashboard for users to quickly access them and it should provide information about support cases raised on the cluster.
9	Drive Support	Storage should support for scalability to min 500 Disks.
10	Ports	Offered Storage array shall have minimum of 4 x 16/32Gbps Fiber Channel ports and 4 x 25Gbps/10 Gbps ISCSI ports per controller. All Ports shall have capability to work at line speed. Offered Storage should have minimum 100 Gbps SAS/FC backend.
11	Cache	Offered Storage array should have at-least 512 GB Data Cache across storage subsystem. Cache memory should be delivered on DRAM.
12	Accessories	Include all necessary accessories required to connect SAN storage with SAN Switch, Servers and manage and monitor the storage system etc.
13	Warranty & AMC	The Hardware and software quoted should have 5 years support along with upgrade and updates for newly provided SAN storage. Or, For Upgrade/Expansion of existing Hitachi Storage there should be co-terminus warranty with existing Hitachi storage.

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7 SECTION 7 – Bill Of Quantity (BOQ)

Bidder needs to provide end to end cost for complete scope of work mentioned in the RFP:

S.No.	Product Description	Quantity	Support/ Warranty
A	Upgradation of Existing Hitachi SAN		
1	DC, Patna	120TB (80TBNVMe+40SSD)	Coterminous warranty with warranty of Hitachi E590
2	DRC, Gaya	120 TB (80TBNVMe+40SSD)	Coterminous warranty with warranty of Hitachi E590
OR			
B	Up-gradation of Existing Hitachi SAN		
1	DC, Patna	230TB (NVME)	Comprehensive onsite warranty from OEM on all parts and systems of new SAN storage shall be for period of 5 years from Go-Live date
2	DRC, Gaya	115 TB (NVME)	

Bidder Need to submit un-priced detailed BOQ as per annexure 9.

Note 1: Bidders are free to do site survey at their own cost to understand the exact requirement, details of scope of work and any other additional ports, cables, or any other equipment required to complete the mentioned work in this RFP without any additional cost from the purchaser.

Note 2: The price quoted by the bidder shall remain valid for entire duration of the contract. Purchaser reserves right to increase the storage capacity based on the derived unit rate from the above quoted rate to meet future storage requirement.

8 SECTION 8 – Service Level Agreement and Penalty Terms

8.1 Service Level Agreement (SLA)

- 8.1.1 Service level agreement is the level of service and performance commitment of the Agency to SBPDCL that defines the out-put and availability of all deliveries and installations as per this tender.
- 8.1.2 Agency shall monitor and maintain the stated service level to provide equality service to SBPDCL.
- 8.1.3 SLAs may be reviewed on annual basis. Any changes in this regard shall be made by SBPDCL in consultation with Agency.
- 8.1.4 The SLA parameters shall be monitored on annual basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the SBPDCL or an Agency designated by them, then SBPDCL shall have the right to take appropriate punitive actions including termination of the contract.

8.2 Service Level Agreements

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- a. The Service Level Agreement (SLA) is the agreement between the SBPDCL/NBPDCL and the System Integrator during the project implementation and further supporting phase for the project. SLA defines the responsibility of the System Integrator in ensuring the performance of the Project based on the agreed performance indicators as detailed in the agreement.
- b. The System Integrator shall be responsible for 24*7*365 management of all the systems as per scope of work during the implementation and Operations and Maintenance Service (O&M) period. SBPDCL/NBPDCL would monitor the System Integrator performance and compliance to the standards w.r.t to the agreed upon SLA.
- c. This section defines Service Level Agreement (SLA) for the Project. The purpose of this section is to define the levels of service to be provided by System Integrator. The benefits of SLA are as followings:
- d. Define a process that applies to the performance related expectations or performance required by the SBPDCL/NBPDCL regarding the project.
- e. Assist SBPDCL/NBPDCL to control levels and performance of services provided by the System Integrator.

8.3 Duration of the Service Level Agreement (SLA)

The service levels agreements shall remain valid for the entire tenure of the contract or till such time the SLA have been reviewed and revised by SBPDCL/NBPDCL.

8.4 Service Level Agreements Monitoring

The SBPDCL/NBPDCL will carry out the quarterly monitoring and performance review of System Integrator against the monthly formulated reports for SLA.

- a. A designated third party or personal from SBPDCL/NBPDCL will review the performance of System Integrator against the SLA.
- b. The SLA reports shall be formulated based on the automated system generated reports.
- c. The System Integrator shall submit the monthly SLA report to designated Nodal officer as per agreed frequency and timeline.
- d. The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the System Integrator (SI).

8.5 Project Implementation for all equipment's

The implementation of System in all the project areas has to be completed by the System Integrator (SI) as mentioned in RFP or as per the agreed implementation plan.

Any delay in the System implementation will attract penalty for every month of delay subjected to maximum penalty of 10% plus applicable GST. It will be levied for the duration equivalent to number of weeks (months) delayed which shall be deducted from subsequent months based on the milestone payments.

Sl. No.	Project Activities	Timelines (in Weeks)	Penalty for Delay
1	Supply of Hardware as per the approved specification	T+8 Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.

2	Installation & Commissioning of Hardware at Data Centre and Data Migration from existing to new Storage.	T+ 12 Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.
3	Installation & commissioning of Hardware at Disaster Recovery Site	T+14 Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.
4	Acceptance Testing for Data Centre equipment's	T+16 Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.
5	Acceptance Testing for Disaster Recovery Site equipment's	T+18 Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.
6	Acceptance Testing for Complete DC and DR with replication check	T+20Weeks	0.5% per week plus applicable GST or part there of maximum up to 10% plus applicable GST of the total cost quoted.
7	Taking Over: a) Consolidate Go-Live Certificate from Chief Engineer Project-I, Urban, SBPDCL	T+24 Weeks	0.5% plus applicable GST per week or part there of maximum up to 10% plus applicable GST of the total cost cost quoted.

T- Date of issue of LOA.

In case, the System Integrator is unable to implement the System with in the given timelines and project implementation duration extend beyond the period of 12 months. In such case, the SBPDCL & NBPDCCL reserves the right to get the remaining part of project work completed from other agencies at the cost of the System Integrator.

8.6 Calculation for availability Service Levels

a) Uptime Calculation for the Month

1. { % Monthly Availability = [(Actual Uptime + Scheduled Downtime) / Total No. of Hours in a Month] x 100 }
2. "Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment/service is available for use.
3. "Scheduled Downtime" means the aggregate number of hours in any month during which each equipment/service, is down during total Hours, due to preventive maintenance, scheduled maintenance, IT/Network infrastructure/ Other equipment's problems, Compute Infrastructure problems or any other situation, which is not attributable to System Integrator's failure to exercise due care in performing System Integrator's responsibilities.
4. The System Integrator will be required to schedule —Planned maintenance time" with prior approval of SBPDCL/NBPDCCL. This will be planned except the Business hours of SBPDCL/NBPDCCL. In exceptional circumstances, SBPDCL/NBPDCCL may allow the System Integrator to plan scheduled downtime in the working hours where actual production downtime will be minimal i.e. less than 30 Minutes.
5. The downtime for scheduled maintenance (patch application, upgrades – OS,

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Database, etc) would need to be mutually agreed between SBPDCL/NBPDCL and the System Integrator. To reduce this time, various maintenance activities can be clubbed together with proper planning.

6. "Total Hours" means the total hours over the measurement period i.e. one month (24* number of days in the month).

a) Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with System Integrator for any downtime situation for the application/ service/ equipment. Downtime shall end when the problem is rectified, and the application/ service/equipment is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
2. Failover time (15 minutes) in case of cluster environment. Beyond which the service would be considered as not available and appropriate penalty shall be imposed on the Supplier.
3. Bug in any application which causes the non-availability of the service.

Typical Operations & Maintenance Services (O&M) availability and duration of their requirement are tabulated below for reference.

The criticality of the required services is categorized under the four categories/priorities i.e. Critical, High, Medium and Low. Each of the Support Category is associated with respective response and resolution time.

The Criticality definition chart is tabulated below for reference.

S. No.	Parameter of Service Level Agreement	Allowed resolution Time	Liquidated Damages
1)	Support:- The vendor should provide 24*7*365 helpdesk facility preferably through toll free number or email for logging of any complaint from the Discom users.		
	Uptime of Supplied SAN Storage System for production use shall be 100%.	NIL	NIL
	Critical: Resolution of critical The SAN Storage system is unable to be used for normal business activities. There is certainty of financial loss to SBPDCL/NBPDCL.	Issue Resolution within one hour	A penalty of Rs.20000 per hour delay per event Plus applicable GST on the vendor up to maximum of 10 % of total Contract value plus applicable GST.
	High: Resolution of High SAN Storage system is available for production use but there is a problem with a part of the SAN Storage system, which impacts on SBPDCL/NBPDCL's decision making. No viable workaround is available. There is a likelihood of financial loss.	To be resolved within 4 hours	A penalty of Rs 5000 per day delay per event Plus applicable GST on the vendor up to maximum of 10 % of total Contract value plus applicable GST.
	Medium: Resolution of medium	To be resolved	A penalty of Rs 2000 per

	SAN Storage system is available for production use but the efficiency of users is being impacted but has a viable workaround.	within 8 hours	day delay per event Plus applicable GST on the vendor up to maximum of 10 % of total Contract value plus applicable GST.
	Low: Resolution of low priority SAN Storage system is available for production use but a fault, which has no impact on processing of normal business activities.	To be resolved within one working day.	A penalty of Rs 1000 per day delay per event Plus applicable GST on the vendor up to maximum of 10 % of total Contract value plus applicable GST.

SBPDCL expects the Bidder to complete scope of the project within the timeframe specified in this RFP. Inability of the Bidder to either provide the requirements as per the scope or to meet the Timelines as specified would be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty would be 1 % of the value of the affected service or product plus applicable GST per week of delay or non-compliance subject to an upper limit of 10% of value of affected service or Product plus applicable GST beyond which SBPDCL may invoke the Performance Bank Guarantee submitted by the Bidder or terminate the contract, whichever is deemed acceptable to the SBPDCL.

8.7 At-Risk Amount

The monthly At-Risk Amount ('ARA') shall be 10% of the estimated gross monthly pay out of the respective month. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% of the contract value.

9 SECTION 9 – Instructions to the Bidders

9.1 Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of- Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

9.2 Validation of interlineations in Bid

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 initialled by the person or persons signing the Bid.

9.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of their Bid including cost of presentation for the purposes of clarification of the Bid. The SBPDCL will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

9.4 Bid Prices

The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices shall be shown separately for each item as detailed in the Tender Document. In absence of the above information as requested, the Bid may be considered incomplete and hence rejected. The price components furnished by the Bidder in accordance with format below will be solely for the purpose of facilitating the comparison of Bids by the SBPDCL and will not in any way limit SBPDCL's right to contract on any of the terms offered.

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The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the SBPDCL. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the SBPDCL, all such changes shall be carried out within the current price.

9.5 Firm Prices

Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the SBPDCL reserves the right to negotiate the prices quoted in the Bid to effect downward modification.

The Commercial Bid shall clearly indicate the price to be charged without any qualifications whatsoever and shall include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable shall be indicated separately.

However, shall there be a change in the applicable taxes, SBPDCL reserves the right to negotiate with the Bidder.

Prices, in any form or by any reason, shall not be revealed before opening of the Commercial Bid, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of SBPDCL.

9.6 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

9.7 Bid Validity Period

Bids shall remain valid for 180 days after the date of technical opening of bids as prescribed by the DISCOM. A Bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period

9.8 Extension of Period of Validity

In exceptional circumstances, SBPDCL may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

9.9 Withdrawal of Bids

Written Notice

The Bidder may withdraw their Bid after the Bid's submission, provided that DISCOM receives written notice of the withdrawal, prior to the last date prescribed for receipt of Bids.

Signing and Marking of Notice

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The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

9.10 Opening of Bids

Decision of the SBPDCL would be final and binding upon all the Bidders.

9.11 Evaluation of Financial Bids

The commercial Bids would be evaluated based on the overall price (including taxes) quoted, the evaluation would be based on L1 criteria. The Bidder who quotes the lowest price shall be considered as L1

9.12 Contacting SBPDCL

Contact by Writing

No Bidder shall contact SBPDCL on any matter relating to their Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of SBPDCL, it shall be done in writing.

9.13 Rejection of Bid

Any effort by a Bidder to influence the SBPDCL in their decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

9.14 Exit Management

9.1.1 Exit Management Purpose

This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

9.1.2 Transfer of Assets

The Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the SLA.

9.1.3 Co-operation and Provision of Information

During the exit management period the Bidder will allow the client access to information reasonably required for defining the current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

Confidential Information, Security and Data

The Bidder will promptly, on the commencement of the exit management period, supply to the SBPDCL or their nominated agencies, the following:

Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Data Centre Project's Intellectual Property Rights; any other data and confidential information related to DC. Project data as is reasonably required for purposes of the DC Project or for transitioning of the services to the Replacement Bidder in a readily available format.

All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and their nominated agencies, or their Replacement

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Bidder to carry out due diligence in order to transition the provision of the Services to Client or their nominated agencies, or their Replacement Bidder (as the case may be)

9.15 Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the SBPDCL a list of all employees (with job titles and communication address) of the Bidder, dedicated to providing the services at the commencement of the exit management period;

To the extent that any Transfer Regulation does not apply to any employee of the bidder, the client or Replacement Bidder may make an offer of employment or contract for services to such employee of the Bidder and the Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the client or any Replacement bidder.

9.16 Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to the client, and/or any Replacement

Bidder in order to make an inventory of the Assets (including hardware / Software), layouts, diagrams, schematics, documentations, manuals, catalogues, archive data, IP addressing, Live data, policy documents or any other material related to this Data Centre Project.

9.17 Exit Management Plan

The Bidder shall provide the SBPDCL with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a. A detailed program with a Replacement Bidder continuing provision of the of the transfer process that could be used in conjunction including details of the means to be used to ensure services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

Plans for the communication with such of the staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Data Centre Project's operations as a result of undertaking the transfer;

The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the Bidder to and approved by the client or their nominated agencies.

In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

During the exit management period, the Bidder shall use the best efforts to deliver the services.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the SBPDCL or the nominated agencies within 15 days from the Effective Date of this Agreement.

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Plans for provision of contingent support to Project and Replacement Bidder for a reasonable period after transfer.

9.18 Performance Bank Guarantee

- A. The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- B. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order validity of the Bank Guarantee for performance security will be six (6) months beyond the warranty period. The BG shall be issued from a Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Bihar or Co-Operative Bank of Bihar.
- C. The Performance security shall be payable to the SBPDCL as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- D. The Performance Security will be discharged by SBPDCL and returned to the Bidder after completion of claim period of CPG on completion of the bidder's performance obligations under the contract.
- E. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- F. No interest shall be payable on the PBG amount. SBPDCL may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

9.19 Change Orders

SBPDCL may, at any time, by written order given to the selected bidder to make changes within the general scope of the Contract in any one or more of the following:

- Designs, specifications, requirements or service to be provided under the Contract are to be specifically developed / rendered for SBPDCL;
- The place of delivery; and/or the Services to be provided by the selected bidder.
- Training of personnel of the SBPDCL in terms of hours/subjects will be without any additional cost. Location for training shall be at Patna. Number of personnel shall vary depending on the subject matter.
- If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the SBPDCL change order.

9.20 Suspension

SBPDCL may, by written notice to selected bidder, suspend all payments to the selected bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

1. Shall specify the nature of failure.

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2. Shall request the selected bidder for remedy of such failure within a period not exceeding thirty (30) days after receipt by the selected bidder of such notice of failure.

9.21 Termination

Under this Contract, SBPDCL may, by written notice terminate the selected bidder in the following ways:

1. Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
2. Termination for Convenience: SBPDCL by 30 days written notice sent to the selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for SBPDCL's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - a. The work that is complete and ready for rendering / deployment within 30 days after the bidder's receipt of notice of termination shall be accepted by SBPDCL at the Contract terms and prices. For the remaining services, SBPDCL may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. To cancel the remainder and pay to the selected bidder an agreed amount for partially completed work.
3. Termination for Insolvency: SBPDCL may at any time terminate the Contract by giving written notice to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected bidder, provided that such terminations will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SBPDCL.

In all the three cases termination shall be executed by giving written notice to the selected bidder. Upon termination of the contract, payment shall be made to the selected bidder for:

1. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
2. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the bidder in the event of such termination

9.22 Force Majeure

Notwithstanding anything contained in the RFP, the bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the selected bidder and not involving the selected bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the SBPDCL regarding Force Majeure shall be final and binding on the selected bidder.

If a Force Majeure situation arises, the selected bidder shall promptly notify to the SBPDCL in writing, of such conditions and the cause thereof. Unless otherwise directed by the SBPDCL in writing, the selected

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bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.23 Payments in case of Force Majeure

During the period of their inability of services as a result of an event of Force Majeure, the selected bidder shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

9.24 Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability

9.25 Resolution of Disputes

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

SBPDCL doesn't go for any arbitration on dispute and department decision will be final and binding on the selected bidder.

9.26 Taxes and Duties

The selected bidder shall fully familiarize themselves about the applicable Domestic taxes (such as GST, VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by SBPDCL under the contract. The selected bidder shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. Taxes are extra as applicable at the time of invoicing.

9.27 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in State of Bihar only.

9.28 Binding Clause

All decisions taken by SBPDCL regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

9.29 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement

10 SECTION 10 – Evaluation of Bid

10.1 Bid opening and evaluation

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- The bid documents received by the time of Bid acceptance shall be opened in the presence of representative of bidders who choose to be present.
- Tenders which have been uploaded late or which are not accompanied by requisite cost of tender document and EMD shall be not opened.

10.2 Clarification during bid evaluations

- During bid evaluation process, the SBPDCL may ask from bidder any clarification regarding erroneous/non submission of documents. The bidder should ensure that they submit all required document at the time of bid submission

10.3 Evaluation criteria

- SBPDCL will verify the documents against the conditions mentioned in the document.
- The bidders meet the eligibility conditions technical evaluation will be done.
- The selection will be scoring based on the techno-commercial credentials of the bidders.
- Bidder should score minimum techno-commercial score for opening of price bid.
- The evaluation for the first stage shall be done on the basis of scoring as mentioned below in the table.

Technical Scores Criteria

S. No.	Particulars	Point System	Maximum Points
A. Organizational Strength			
1	Bidder should be an established Information Technology company and System Integrator for the required services and should have been in the business and shall have their registered offices in India.	5 Years = 10 marks 6 Years = 15 marks 7 Years = 20 marks More than 7 years = 30 Marks	30
2	Relevant projects experience of minimum value Rs. 40 Lakhs will be considered. Total cumulative value of relevant projects executed (completed).	Rs. 40 lakhs = 20 marks Greater than Rs. 40 lakhs less than equal to 1 Crores= 30 Marks More than 1 crores =40 Marks	40
3	Average turnover of last three years as on 31st March, 2022.	Rs.1Crores – Rs. 3 Crores = 20 >Rs.3Crores – Rs. 5Crores = 25 More than Rs. 5 Crores = 30	30
4	Total Marks		100
5	Minimum Qualifying Scores		60

- Bidder needs to score at least 60% of the total maximum score to qualify this stage.
- The bidder achieving at least 60 marks and who has submitted all the required documents up to the satisfaction of SBPDCL authority shall be considered to be responsive enough to qualify for the next stage.

10.4 Price bid evaluation

- At this stage, the evaluation committee shall determine if the price proposals are complete and without computational errors.

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- To evaluate a Price Proposal, the SBPDCL shall consider the Bid Price quoted in Price Proposal Submission Sheet exclusive of all duties, levies and taxes.
- The Price has to be quoted for the total cost for the complete contract period which shall be used for the purpose of evaluation exclusive of all duties, levies and taxes.

10.5 Opening of price schedules

- Price Part of only those Bidders shall be opened online who are determined as having submitted responsive bids and are found to be technically acceptable by the SBPDCL during technical evaluation. Such Bidders shall be intimated about the date and time for opening of Price Bid. Bidders, whose bids are not found to be technically qualified, shall be notified their price bid shall not be opened.
- The Price Bid submitted online by the bidders shall be opened at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid.
- The bidders' names, the Bid Prices or any discounts, and any such other details considered appropriate by the SBPDCL, will be announced by the SBPDCL at the opening. The prices and details read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this tender document.

10.6 Award of the contract

- The contract will be awarded on the basis of lowest financial price and the bidder with the lowest financial price shall be termed as L1.
- In case, the L1 of two or more than two bidders are same, then the bidder with the higher technical score will be considered as the L1 and will be considered for the award.
- The acceptance of a tender and awards of contract to one or more than one tenderer, if considered necessary, rests with the purchaser/authority. It shall not be obligatory on the part of the employer/authority to accept the bidder with L1 or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reason, and no explanation can be demanded from the employer by any tenderer in respect thereto.
- The discretion of awarding of the contract lies with the SBPDCL authority and their decision shall be final in this regard.

11 SECTION 11 – Payments and Penalty

The payments shall be strictly made based on acceptance and quality of deliverables, performance and timelines of services delivered by the System Integrator and any Other Third-party agencies. The System Integrator (SI) should produce a completion/installation certificate indicating –Ready-for-use status (i.e. delivery, installation and commissioning) for respective deliverable/services, duly signed as accepted by the Purchaser's Authority.

1. 40% of the Total Project cost on supply of requisite material (all ordered equipment's),

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acceptance of receipt at each location prescribed by SBPDCL & NBPDCCL and acceptance of receipt accorded by SBPDCL & NBPDCCL.

2. 40% of the Total Project cost on Installation, Commissioning and Data Migration of requisite material (all ordered equipment's) at location prescribed by SBPDCL & NBPDCCL and acceptance of installation accorded by SBPDCL.
3. 10% of the Total Project on UAT completion and GO Live declaration by SBPDCL & NBPDCCL.
4. 10% of the Total Project cost shall be paid after completion of warranty period. It will be released after deducting penalties if any. In case penalties are higher than payable amount shall be adjusted from submitted BG of the bidder or may be paid by bidder.

Payment Terms – Implementation - Hardware Equipment

Sl. No.	Activity	Payment Schedule	Payment Milestones
1	Supply	40% of the total Contract Price	On Supply of requisite material (all ordered equipment's) and acceptance of receipt at each location prescribed by SBPDCL & NBPDCCL and acceptance of delivery accorded by SBPDCL & NBPDCCL
2	Installation & Commissioning	40% of the total Contract Price	On Installation & Commissioning of requisite material (all ordered equipment's) at each location prescribed by SBPDCL & NBPDCCL acceptance of installation accorded by SBPDCL & NBPDCCL and submission of documents as per Scope of work.
3	Acceptance Testing & Sign off	10 % of the total Contract Price	On UAT completion and GO Live declaration by SBPDCL & NBPDCCL completion and successful issuance of consolidated taking over certificate by Chief Engineer (Project-1),Urban, SBPDCL
5	Support Phase	10 % of the total Contract Price	Price shall be paid after completion of warranty period. It will be released after deducting penalties if any. In case penalties are higher than payable amount shall be adjusted from submitted BG of the bidder.

Note –

The payment shall be made in the following manner

1. The agency shall submit all the Key deliverables and services to SBPDCL & NBPDCCL as per the contract agreement.
2. Certifying & Verifying Authority of Bill/Invoice of Project Areas: - The SI shall submit bills / invoice in triplicate copies for payment due at milestones or support indicated in the payment schedule along with related documents to Chief Engineer — Project I, Urban, SBPDCL . The submitted documents

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shall be forwarded to Data centre team (SBPDCL/NBPDCL) for verification and certify the receipt of goods, their installation and commissioning etc.,. The Chief Engineer — Project I, Urban, SBPDCL will forward the verified bills/invoices to Accounts Department, SBPDCL/NBPDC for release of due payment after considering penalties if any.

3. Payment shall be made after due verification and acceptance of completed work and services and issue of completion certificate from the Chief Engineer, Projects-I, Urban, SBPDCL.

12 **Definitions**

- **Coterminous warranty:** The warranty of additional storage/any other equipment procured under this tender should be till warranty period of base equipment/SAN Storage under warranty in which additional storage is upgraded/expanded/installed. (For example in this current Bid the coterminous warranty of additional upgraded storage space should be till the warranty period of existing Hitachi E590 SAN storage installed)
- “Service Window” shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 24x7x365.
- “Response time” is defined as the time between receipt to the incidence (call receipt / incident has been reported) and a support team member start time for working on the incidence.
- “Resolution Time” shall mean the time taken (after the incident has been reported), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the services related troubles during the first level escalation. Their solution time shall vary based on the severity of the incident

13 **SECTION 13– General terms and conditions**

13.1 **Cost of Bidding**

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations, etc. and SBPDCL will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

13.2 **Competent Authority**

Chief Engineer (Project-1) Urban, SBPDCL will be the competent authority for this contract. The Competent Authority shall have the right to modify scope of work and deliverables at the time of the award of the contract. Such modifications will be discussed and agreed with the preferred bidder.

13.3 **Amendment to bidding document**

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- a. At any time prior to the deadline for bid submission, the SBPDCL may, for any reason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment(s).
- b. The amendment will be notified on the website <https://www.eproc2.bihar.gov.in/> and it will be assumed that the information contained therein will have been taken in to account by the Bidder in Its bid. The SBPDCL will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- c. In order to afford prospective Bidders reasonable time in which to take the amendment in to account in preparing their bids, the SBPDCL may, at its discretion, extend the dead line for Bid submission in such cases, SBPDCL shall notify on the website <https://www.eproc2.bihar.gov.in/> of the extended deadline.
- d. All notifications and clarifications also are uploaded by SBPDCL on the website.
- e. All amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

13.4 Clarification on Bid documents and Pre-bid meeting

- a. If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/ clarification, to SBPDCL at this mailing address indicated in Bidding Documents.
- b. Verbal clarification and information given by SBPDCL or his employee(s) or his representative(s) shall not in any way be binding on SBPDCL.
- c. Bidders are invited to attend a pre-bid meeting. The purpose of the above meeting is to provide clarification to Bidders on Bid Documents, Bidding Conditions and Technical Specification. Bidders are requested, to submit questions/ clarification in writing, so as to reach the SBPDCL not later a day prior to such meeting. SBPDCL's responses, on questions raised will be published on the website referred to in the document.
- d. Bidders are encouraged to attend the pre-bid conference. Nonetheless, then on-attendance at the pre-bid meeting will not because for disqualification of a bidder.

13.5 Language of bid

The bid document, all accompaniments and all correspondences and other enclosed documents shall be in English provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

13.6 Confidential Information, Security and Data

The Bidder shall treat all information related to this project as secret and confidential such as Information relating to the current services rendered and performance data relating to the performance of the services.

13.7 Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a Power of Attorney accompanying the Bid. All pages of the Bid, except forum-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

13.8 Validation of interlineations in Bid

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The Bid shall contain no inter-lineation's, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

13.9 Bidding Documents

13.1.1 Technical Part

13.1.2 Bid Form duly completed and signed by the Bidder should be submitted /uploaded in soft-copy together with all mentioned attachments on or before the schedule date and time. These shall be opened on notified date and time.

13.1.3 Alternative bids shall not be accepted.

13.1.4 The Techno Commercial Bid and Price bid shall be uploaded by the bidder on web portal on www.eproc2.bihar.gov.in on or before due date and time for submission of bids. The price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. The price break up shall be uploaded by bidders online on web portal on due date of submission of bids. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line bids.

13.1.5 The bids shall comprise of the following documents:

13.9.5.1 **Attachment 1:** Cost of RFP Documents and Bid Security (EMD): Bids should be submitted along with scanned copies of online payment acknowledgement towards cost of Bid document and Bid Declaration Form for EMD, failing which the Bids shall be summarily rejected.

13.9.5.2 **Attachment 2:** A self-declaration that bidder has not been disqualified for corrupt and fraudulent practice.

13.9.5.3 **Attachment 3:** Power of Attorney/Representative Authority letter: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid in the format given in Annexure and thus the bid is binding upon the bidder during full period of its validity. The same shall also be sent in hard copy.

13.9.5.4 **Attachment 4:** The bidder should declare that he agrees to all the terms and conditions as given in this RFP as per Annexure.

13.9.5.5 **Attachment 5:** Bidder Eligibility and Qualifications: The documentary evidence of the Bidder's eligibility and qualifications to perform the contract, if its bid is accepted, shall need to be established to the SBPDCL satisfaction that the Bidder has the financial, technical, and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Eligibility and Qualification Requirement for the Bidders. For this the Bidders have to submit the photocopy of following documents:

1. Certificate of incorporation of Company/ Memorandum & Articles of Association of a Company/ Partnership deed of Registered partnership firm/ Memorandum of Association and Rules & Regulations any Bylaws if any of a Society
2. Documentary evidence regarding category of the manufacturer (Micro/ Small/ Medium/ Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries, etc.
3. Copy of PAN card and GSTIN registration certificate
4. Notarized affidavit regarding non-blacklisted by any State Govt./ Central Govt./Utilities/ Private Organizations or BSPHCL and its subsidiary companies in the past
5. Notarized affidavit regarding non-debarment by BSPHCL & Its subsidiaries (BSPGCL, BSPTCL, NBPDC, SBPDCL) in the past
6. Work Completion Certificate/Performance certificate duly signed by the authority (respective client) and List of purchase order references for similar work execution during lasts five (5) years with copies of un-priced/ priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or client's certificate

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must be provided. Date of actual start, actual completion and final of contract should also be given.

7. Audited annual accounts of the past five (5) financial years i.e. FY18-19, FY19-20, FY20-21, FY21-22 and FY22-23.
8. Complete annual reports for the last five financial years i.e. FY18-19, FY19-20, FY20-21, FY21-22 and FY22-23. IT return duly acknowledged by the tax department for the least five(5) financial years in case of bidder other than companies
9. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last three years. A consistent history of awards involving litigation against the Bidder result in rejection of Bid.
10. Any other information required establishing the conditions of this RFP or which the Bidder intends to furnish.
11. CA certificate regarding turnover & net worth for the last 5 financial year.

Note I:

In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/ Holding/ Parent company) duly certified by any one of the authority[(i) Statutory Auditor of the Bidder/ Proposer/ (ii) Company Secretary of the Bidder and (iii) A certified Public Accountant] certifying that such information/ documents are based on the audited accounts as the case may be.

Note II:

Similarly, if the Bidder happens to be a Group/ Holding/ Parent company, the Bidder should submit the above documents/ information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/ documents are based on audited accounts, as the case may be.

13.10 Bid form and price schedules

13.1.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated there in and shall be uploaded on web portal on due date and time of submission of bids.

13.11 Bid Prices

- 13.1.1 Bidders shall quote its price in terms of Rupees (INR) in the Price Bid (Annexure XI) such that the total bid price cover shall the Bidder's obligations mentioned in or to be reasonably inferred from the Scope of work as mentioned in the Bidding Documents.
- 13.1.2 Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 13.1.3 No deviations are allowed while quoting the price bid.
- 13.1.4 It shall be the responsibility of the Bidders to pay all statutory taxes, duties and levies to the relevant authorities as required during execution of this contract. However, SBPDCL shall reimburse all applicable (GST) at extra as applicable to the quoted price.

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13.1.5 Bidder shall include all GST, mandatory Tax and surcharge/cess, etc. on it as applicable in their quoted bid price and SBPDCL would not bear any liability whatsoever on this account. SBPDCL (or the SBPDCL on behalf of the Owner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the bidder (i.e. successful bidder).

13.12 Bid Currency

Prices shall be quoted in Indian Rupees Only.

13.13 Insurance

The Insurance will have to be under written with the SBPDCL's under writers against its open marine policy in all cases. As such the Insurance premium should not be included in the quoted price. The supplier/ agency will have to intimate the Senior Manager, F&A SBPDCL, Patna in prescribed Performa well in advanced before dispatch of the consignment for taking up a policy from its underwriter.

13.14 Period of validity of bid

Bids shall remain valid for the period of 180 days after the date of opening of Techno-Commercial Part i.e. Bid Envelope, prescribed by the SBPDCL. A bid valid for a shorter period shall be considered non-responsive and rejected.

In case required the SBPDCL may ask Bidders for extension of the bid validity period. The request and responses there to shall be made in writing or by-mail. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

13.15 Earnest Money Deposit (EMD)

13.1.1 Bidder need to submit the EMD in the form of Bank Guarantee or Online of Rs. 3,06,000 (three lakhs six thousand only) need to be paid as Bid Security (Earnest Money Deposit) in favor of "Senior Manager (F&A), South Bihar Power Distribution Company Limited"

13.1.2 Bid security (EMD) shall remain valid for a period of thirty (30) days beyond the original bid validity period and beyond any extension subsequently granted by the SBPDCL.

13.1.3 Any bid not accompanied by an acceptable bid security shall be considered non-responsive and shall be summarily rejected.

13.1.4 The bid securities of unsuccessful Bidders shall be returned as promptly as possible, but not later than twenty-eight (28) days after the execution of agreement.

13.1.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to this bid are furnished to SBPDCL satisfaction. The bid security of the successful Bidder shall be returned when the Bidder has signed the Contract Agreement and has furnished the required performance security.

13.1.6 The bid Security (EMD) may be forfeited:

- a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ;or
- b) In the case of a successful Bidder, if the Bidder fails with in the specified time limit
 - To sign the Contract Agreement,
 - To furnish the required performance security(ies),
 - Any other relevant information required in relation to this RFP.

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Bids not accompanied with adequate amount of Earnest Money will be rejected outright.

13.1.7 Exemption from EMD:

Bidders of the following categories are exempted from deposit of Earnest Money subject to the conditions laid down below:

- a) The Small scale industrial units of Bihar permanently registered with the Dept. of Industries, Govt. of Bihar or with D.G.S. & D or National Small Industries Corporation for manufacture of the items/ Services for which the bid is submitted. The bid in such case must be supported with a certified copy of an up to date/ valid certificate of their registration, failing which the tender will be rejected.
- b) The firm registered with D.G.S.&D/N.S.I.C./S.S.I for manufacture of the item/ Services for which the bid has been submitted must file a certified copy of the registration certificate with the bid which must be valid at the time of opening of tender and during the contract period. The tender in such case must be supported with a certified copy of an up-to-date/ valid certificate of their registration failing which the tender will be rejected.
- c) The State Government/ Government of India undertakings
- d) Units registered with N.S.I.C. under single point registration for the manufacturer/ supplier of tendered item/ Services subject to the ceiling must be specified in the enlistment certificate provided that the registration certificate is valid on the date of tender & during the period of delivery. The tender in such case must be supported with a certified copy of an up to date/ valid certificate of their registration, failing which the tender will be rejected.

13.16 No interest shall be payable by the SBPDCL on the above bid security.

13.1.1 Bids not accompanied with adequate amount of Earnest Money/required exemption certificate will be rejected outright.

13.17 Inspections and Testing

13.1.1 Owner may also inspect and check the devices for their completeness and correctness to provide feedback on accept ability of services.

13.1.2 In case of rejection, contract may be terminated immediately after serving 15 days' notice to Agency.

13.18 Patent Rights

Agency will indemnify Owner against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Materials/ equipment or any part thereof.

13.19 Indemnity

For the equipment/ material to be provided in the Contract, Agency shall have responsibility to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorization letter from Owner, in favour of the Owner against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Agency before commencement of the supplies and shall be valid till the scheduled date of Taking Over of the equipment / material by the Agency.

13.20 Change in laws and regulations

If, after the date seven(7) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Agency and/ or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/ or the Time for Completion shall be reasonably adjusted to the extent that the Agency has there by been affected in the performance of any of its obligations under the Contract.

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However, these adjustments would be restricted to direct transactions between the Owner and the Agency and not on procurement of raw materials, intermediary components etc. by the Agency for which the Owner shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

13.21 Force majeure

13.21.1.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

13.21.1.2 War, hostilities or war like operations (whether war be declared or not), invasion, act of foreign enemy and civil war,

13.21.1.3 Rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,

13.21.1.4 Earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

13.1.2 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.

13.1.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

13.1.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended.

14 SECTION 14 – Award of Contract

14.1 Notification of award

14.1.1 Prior to the expiration of the period of bid validity, SBPDCL will notify the successful Bidder in writing, regarding acceptance of its Bid. The notification of award will constitute concluded contract.

14.1.2 SBPDCL shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

14.1.3 Upon the successful Bidder's furnishing of the performance security, SBPDCL will promptly return the bid security.

15 SECTION 15 – After Award of contract

15.1 Signing the contract agreement

15.1.1 At the same time as the SBPDCL notifies the successful Bidder that its bid has been accepted, the SBPDCL in consultation with the Bidder will prepare the Contract, in incorporation all agreements between the parties.

15.1.2 The Contract Agreement shall be prepared within Thirty (30) days of the Notification of Award.

15.1.3 After award of tender, the contract agreement shall be signed by SBPDCL with successful bidder.

15.2 Contract Performance Guarantee (CPG)

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15.1.1 The successful bidder shall furnish to SBPDCL a Contract Performance Guarantee (CPG) in the form of Bank Guarantee against the contract as per the terms prescribed below in the format as attached in Annexure.

15.1.2 An amount of 10% of total contract value equivalent to total project cost towards successful performance of the contract in terms of conditions of the contract must be furnished. The amount of security money deposited shall be refunded at the end of the contract as mentioned in this tender. Validity of Bank Guarantee for CPG will be 90 (ninety) days beyond schedule warranty period and will be extended till actual successful completion of the contract.

15.1.3 The CPG is intended to secure the performance of the entire contract.

15.1.4 The CPG will be returned to the successful bidder without any interest at the end of the period mentioned in tender after the completion of contract.

15.1.5 The Bank Guarantee shall be issued from a Nationalized Indian Bank or Eligible Scheduled Bank and shall be come acceptable to the SBPDCL only after verification by a competent authority/ official.

15.1.6 The successful bidder, after receipt of LOA, shall execute the agreement within Thirty (30) working days of award of the contract after duly furnishing the 10% bank guarantee for CPG. If there is delay beyond the specified period in submission of contract performance BG, 15days' notice will be given to the successful bidder and after which the SBPDCL may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/ bid guarantee as also detailed under Earnest Money Clause.

16 SECTION 15 – Bid Formats

16.1 Form-A: Bidder Details Format (Prequalification)

1. General Information		
S. No.	Particulars	Details to be furnished
1	Details of the Bidder (Company)	
	Name:	
	Address:	
	Telephone:	Fax:
	E-mail:	Website
	Details of Authorized person	
	Name:	
	Address:	
	Telephone:	E-mail:

2 Information about the Company							
S. No.	Name of Bidder	Status of the Company (Public Ltd/ Pvt. Ltd)		Details of Incorporation of the Company		Details of Commencement of Business	
				Date	Ref. #	Date	Ref. #

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3. Financial Details (as per audited Balance Sheets)							
S. No.	Name of Bidder	Turnover of the Company (Rs. In crores)				Average of last 3 FYs(2021 to 23)	Net Worth of the Company as on 31st March 2023 (Rs. In Crores)
		FY 2020-21	FY 2021-22	FY 2022-23			

I certify that I am competent authority in my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

16.2 Form B: Declaration Regarding Acceptance of Terms & Conditions RFP (Prequalification)

To,

**Chief Engineer (Project-1),
South Bihar Power Distribution Company Limited,
2nd Floor, VIDYUT BHAWAN,
JAWAHAR LAL NEHRU MARG, PATNA – 800021**

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding appointment of agency Operation & Management of existing non-IT and Physical Infrastructure & related components of Data Centre of SBPDCL.

I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorisation by competent authority in the bidders company pertaining to not only this form but entire bid should be enclosed.

16.3 FORM–C: Declaration Regarding Clean Track Record (Prequalification)

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To,

**Chief Engineer (Project-1),
South Bihar Power Distribution Company Limited,
2nd Floor, VIDYUT BHAWAN,
JAWAHAR LAL NEHRU MARG, PATNA – 800021**

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Selection of agency Operation & Management of existing non-IT and Physical Infrastructure & related components of Data Centre of SBPDCL. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am competent authority in my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

16.4 FORM–D Certificates for Satisfactory Work from Reputed Clients (Prequalification)

(To be submitted in the letterhead of client)

This is to certify that M/s has undertaken satisfactory work related to implementation or Operation & Management of Data Centre Projects as per details given below:

S. No.	Project Name	Brief Description	Client details (name, address, contact details)	Location	Project duration (From and To date)	Project Value (Rs.)	Project Status (Completed/In progress)
1.							
2.							
3.							
4.							
5.							

(Note: Bidders may add projects).

Date: _____ **Signature :** _____

Place: _____ **Name :** _____

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Designation : _____

Seal : _____

16.5 Form-E Pre-Qualification Bid Compliance Format (Prequalification)

S.N.	Criteria	Relevant Documents Required	Attached (Yeas/No)	Bid Page Reference number
1.	The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid	Declaration in this regard needs to be submitted		
2.	The bidder must have positive Net Worth in each of the last 3 (three) financial years (i.e. FY 21, FY 22 & FY 23).	A certified document by the Chartered Accountant stating the net worth and average annual turnover of the Bidder		
3.	The Bidder's Minimum Average Annual Turnover (MAAT) of bidder should be Rs 1 Crores taken for best three (3) financial years out of the last Five (5) financial years i.e. FY 18-19, FY 19-20, FY 20-21, FY21-22 and FY22-23.	Copy of audited profit and loss account/balance sheet/annual report of the last five financial years viz FY 18-19, FY 19-20, FY 20-21, FY21-22 and FY22-23.along with CA Certificate		
4.	(a) The Bidder shall be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 5 years as on 01.12.2023 and shall have their registered offices in India (b) The company must be registered with	Valid documentary proof of Certificate of incorporation, Certificate of Commencement, Certificate consequent to change of name, if applicable Valid documentary proof of Central Sales Tax/VAT number Service Tax registration number, Income Tax registration /PAN number Income Tax		

	appropriate authorities for all applicable statutory duties/taxes	returns for the Financial years FY 18-19, FY 19-20, FY 20-21, FY21-22 and FY22-23.		
5.	The Bidder must have ISO 9001:2000, ISO 27001 certification	Valid Copy of the Certification stating the location and the scope of the certification		
6.	Bidder should have relevant experience similar to scope of minimum value of single project of Rs. 1 Crore or two projects of minimum RS. 60.00 lakhs each or three projects of minimum RS. 40.00 lakhs each in last five financial years in central Government or State Government or PSU or Scheduled banks. Project can be either completed or on going. In case of on-going, the project must be declared "go live" and maintenance period is on-going.	LOA, Work Order and Completion/progress certificate from client including scope of work clearly. For on-going project, payment made up to Go live period will be considered for evaluation of project cost.		
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central /State Government agencies	Declaration in this regard by the authorized signatory of the Bidder		
8.	DD of Rs. 11,800/- towards the cost of the tender document in favour of "Senior Manager (F&A),			

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	South Bihar Power Distribution Company Limited”			
9.	Bid Security (EMD)	Bidder need to submit the EMD in the form of Bank Guarantee / Demand Draft of Rs. 3,06,000 (three lakhs six thousand only) need to be paid as Bid Security (Earnest Money Deposit) in favour of “Senior Manager (F&A), South Bihar Power Distribution Company Limited”		
10	Acceptability of all conditions contained in the Tender Document by the Bidder.	Declaration as per form of RFP by an authorised signatory		
11	Bid Forms and Annexures as mentioned in the Tender document			
12	Un-priced BOQ			

16.6 Form-F Commercial Bid Format

A. Cost Components Table for proposed solutions along with support any other cost as per section 7.

S. No.	Product Description	Total Cost in Rs. (without GST)	Total Cost in Rs. (with GST)
1.	Complete Cost of Storage system at DC, Patna with capacity as per RFP requirements		
2.	Complete Cost of Storage system at DR, Gaya with capacity as per RFP requirements		
3.	Complete Cost of Data & application Migration, connectivity etc		
4.	Any Other Item/service		
	Total Cost		

B. NOTE: All prices should include duties, taxes etc.

Date: _____ **Signature :** _____
Place: _____ **Name :** _____

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Designation : _____ **Seal :** _____

16.7 FORM-G Queries / Suggestions Format

Name of the Company:.....

Name of the Concerned Person:..... Mobile:-----, e-mail _____

S. No.	RFP Reference (Clause Reference Number)	Page Number	Query / Suggestion
--------	---	-------------	--------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Note: The Bidder should provide this information only in an MS EXCEL file.

16.8 FORM-H No Deviation Certificate

[Covering Letter shall be on the official letterhead of the Bidder]

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

Chief Engineer – Project I, Urban,

South Bihar Power Distribution Company Limited,

Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001

E-mail: ipdsit.bihar@gmail.com

The Bidder(s) hereby certifies that the bid response submitted by them are complying and in accordance with the RFP clauses and conditions, and there is “No Deviation” submitted by us.

Seal of the Company

Full Signature:

Name:

Designation:

Date:

Please Note: In case any deviation is found in the bid submitted by the bidder, their bids are liable for rejection.

16.9 FORM-I Undertaking Regarding Blacklisting / Non – Debarment

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

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To:

Chief Engineer – Project I, Urban,
South Bihar Power Distribution Company Limited,
Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001
E-mail: ipdsit.bihar@gmail.com

Sub: Self-certificate regarding the Blacklisting / Non – Debarment

Dear Sir,

We hereby confirm and declare that we, M/s, is not blacklisted/ debarred by any Government Department/ Public Sector Undertaking/BSPHCL or its subsidiaries companies for which we have Executed/Undertaken the works/ Services at the date of Bid submission.

For (Name of Bidder)

Authorized Signatory

Address of Bidder

Date:

17 Annexures

17.1 Annexure-1: Performa of Bank Guarantee for Bid Guarantee

Bank Guarantee No.

Dated: _____

NIT No: _____

P.O. No: _____

Name of contract-

“ _____
_____ ”

To

Senior Manager (F & A),
South Bihar Power Distribution Company Limited,
Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001
E-mail: ipdsit.bihar@gmail.com

Dear Sirs,

In accordance with Invitation to bid under your M/s
..... having its Registered/Head Office at
..... (Hereinafter called the 'Bidder') wish to participate in the said Bid or
..... and you, as a special favour have agreed to accept an irrevocable and
unconditional Bank Guarantee for an amount of valid up to
on behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent
for participation in the said Bid.

We, the Bank at having our Head Office at
..... (Local address) guarantee and undertake to pay immediately on
demand by South Bihar Power Distribution Company Ltd., the Amount of
..... (In words & figures) without
any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Bidder.

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This Guarantee shall be irrevocable and shall remain valid up to and including @..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of 20..... at

WITNESS:

.....
(Signature) (Signature)

.....
(Name) (Name)

.....
(Official Address) (Official Address)

@ This date shall be One Hundred Eighty (180) days after the last date for which the bid is valid.

17.2 Annexure-2 Representative Authorization Letter

Ref: _____

Date: _____

To,
Chief Engineer (Project-I)
SBPDCL,
Patna.

Ms. /Mr. _____ is hereby authorized to sign relevant documents on behalf of the Agency in dealing with invitation reference No. _____, Dt: _____. S/He is also authorized to attend meetings & submit general & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signatory

Representative Signature

Signature attested

Company Seal

17.3 Annexure-3 Guarantee Declaration Form

Name of the Proposer:.....

NIT NO:-.....

I / We, the undersigned do hereby declare & confirm that, the works to be executed by us will be as per the RFP & requirement of the SBPDCL. If any deviation regarding quality work or any other work are found, I / We will take full liability & compensate the Company.

Place:

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Date:

Yours faithfully,

Signature of the Proposer with Seal

17.4 Annexure-4 Bid Security Form (For EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To:

Chief Engineer – Project I, Urban,

South Bihar Power Distribution Company Limited (SBPDCL)

Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001

E-mail: ipdsit.bihar@gmail.com

WHEREAS M/s. (Insert name of Bidder) having its Registered/Head Office at (Insert address of the Bidder) (Hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for..... (Insert name of the Package)under..... (Insert Specification No) (here in after called "the Bid")

KNOW ALL PERSONS by these present that WE (Insert name & address of the issuing bank) having its Registered/Head Office at (Insert address of registered office of the bank) (Hereinafter called "the Bank"), are bound unto (insert name of Employer) (Hereinafter called "the Employer") in the sum of(insert amount of Bid Security in figures & words)

..... for which payment well and truly to be made to the said Employer, 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 in the Bid Form; or
2. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
3. in the case of a successful Bidder, if the Bidder fails within the specified time limit
4. to sign the Contract Agreement,
5. to furnish the required performance security,

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, on the same working day, without referring the matter back to the Bidder for what so reason it may be provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (Insert date, which shall be the date 30 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorized signatory (ies)] Signature

Name

Designation

POA Number

Contact Number(s): Tel. Mobile

Fax Number

Email

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Common Seal of the Bank

Witness
Signature
Name
Address_

Contact Number(s): Tel. Mobile
E-mail:

Note:

6. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

- 7. Our liability under this Bank Guarantee shall not exceed [(value in figures) words)].
- 8. Validity of Bank Guarantee for Performance Security will be 60 days beyond schedule completion period of the project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performance guarantee We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date)

**17.5 Annexure-5 Manufacturer Authorization Forms (MAF)
(To be obtained from all OEMs on respective company letter head)**

RFP No.: _____ Dated: _____

To:
WHEREAS _____ who are official manufacturers
of _____ having factories at

_____ do hereby authorize
_____ 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.

The supplied device/item/system software/software shall not be at the End of Life/End of Sale and necessary support will be available till next 5 years.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

17.6 Annexure-6 Non-Disclosure Agreement (NDA)

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for RFP No. _____ <<>> dated MM-DD-2022<<>> covering “Selection of System Integrator for Implementation and maintenance of Revenue Management System with Pre-Paid billing and Meter Data Management for South Bihar Power Distribution Company Limited (SBPDCL) and North Bihar Power Distribution Company Limited (NBPDC) for period of 3 years (hereinafter called the said 'RFP') to the CE – Project I, having office at South Bihar Power Distribution Company Limited, Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other

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information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

9. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal ("to be confirmed in writing within fifteen days of such verbal disclosure.") or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
10. Confidential Information does not include information which:
 1. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 2. information in the public domain as a matter of law;
 3. is obtained by the Bidder from a third party without any obligation of confidentiality;
 4. the Bidder is required to disclose by order of a competent court or regulatory authority;
 5. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

6. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 1. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 2. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 3. to restrict access and disclosure of Confidential Information to their employees, agents, members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 4. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
5. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

6. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
7. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
8. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Bidding process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
9. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

Note: The Bidder shall execute a **Non-Disclosure Agreement (NDA)** as per above format, individually, in favour of the Purchaser before signing of the contract

17.7 Annexure-7 Deviation Certificate

[Covering Letter shall be on the official letterhead of the Bidder]

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

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To:

Chief Engineer – Project I, Urban,
South Bihar Power Distribution Company Limited,
Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna - 800001
E-mail: ipdsit.bihar@gmail.com

The Bidder(s) hereby certifies that the bid response submitted by them are complying and in accordance with the RFP clauses and conditions, and there is "No Deviation" submitted by us.

Seal of the Company

Full Signature:

Name:

Designation:

Date:

Please Note: In case any deviation is found in the bid submitted by the bidder, their bids are liable for rejection.

17.8 Annexure-8 Format of Indemnity Bond

(FORM 10) FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY EMPLOYER FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of.....20.....

by..... a Company registered under the Companies Act, 1956/Partnership

firm/ proprietary concern having its **Registered Office at.....** (Hereinafter

called as 'Contractor' or "Obligor" which expression shall include its successors and permitted

assigns) in favour of ... (insert name of the Employer)... , a Company incorporated under the Companies

Act, 1956 having its Registered Office at (insert

registered address of the Employer) and its project at ... (hereinafter called ".....(abbreviated name of the Employer)... .." which expression shall include its successors and assigns):

WHEREAS..... (Abbreviated name of the Employer)... .. has awarded to the Contractor a Contract forvide its Notification of Award/Contract No. dated.....and Amendment No. .. (applicable when

amendments have been issued).(hereinafter called the "Contract") in terms of which(abbreviated name of the Employer)... .. is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No... ..of the said Contract, the Contractor is required to execute an

Indemnity Bond in favour of(abbreviated name of the Employer)... .. for the Equipment handed over

to it by(abbreviated name of the Employer)... .. for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words) to be handed over to the Contractor in instalments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep ...(abbreviated name of the Employer)... ..indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as required by (abbreviated name of the Employer)... .. in the form of Schedules consecutively

numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the

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said Equipments duly endorsed by(abbreviated name of the Employer)... .. in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of(abbreviated name of the Employer)...

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at(abbreviated name of the Employer)... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(abbreviated name of the Employer)... .. The Contractor undertakes to keep (Abbreviated name of the Employer)... harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That(abbreviated name of the Employer)... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further,(abbreviated name of the Employer)... .. shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(abbreviated name of the Employer)... .. to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mutualised in any manner whatsoever,

then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor.

The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to ... (abbreviated name of the Employer) ... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(abbreviated name of the Employer)... .. against the Contractor under the Contract and under this Indemnity Bond

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of(abbreviated name of the Employer)... .., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

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<u>Particulars of the Equipment handed over</u>	<u>Quantity</u>	<u>Particulars of Despatch title</u>		<u>Value of the Equipment</u>	<u>Signature of the Attorney in token of receipt</u>
		<u>RR/GR No.</u>	<u>Date of</u>		

SCHEDULE No. 1

WITNESS

For and on behalf of M/s.....

1. Signature... Signature...

Name... Name...

Address...

Address...

2. Signature...

Authorized

Representative

Name...

Address...

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

18 Annexure 9 Unpriced BOQ

S. No.	Product Description	Capacity/ No./ Detail	Detailed Description
1.	Complete detail of Storage system at DC, Patna with capacity as per RFP requirements	Disc Type, Disc Capacity, no of supplied Disc, total Disc slots/ports in controller and in expansion slot, No of populated Discs, total Usable storage capacity, additional FC ports/channels/cables.	Make, Model, Size Per disc, Performance, Data Sheet or any other Technical details to verify all the Technical specs as per RFP
2.	Complete detail of Storage system at DR, Gaya with capacity as per RFP requirements		
3.	Complete detail of Data & application Migration, connectivity etc.		
4.	Any Other Item/service		

19 Abbreviations

- SBPDCL South Bihar Power Distribution Company Limited*
- NBPDCL North Bihar Power Distribution Company Limited*
- BSPHCL Bihar State Power Holding Company Limited*
- DC Data Centre*
- DRC Disaster Recovery Centre*
- SLA Service Level Agreement*
- RFP Request for Proposal*
- EMD Earnest Money Deposit*
- PBG Performance Bank Guarantee*