

Tender Notification for

“Providing office Boys/Store Boys/Dispatch Boys in various offices of BRPL.”

CMC/BR/19-20/SV/AR/860

Due Date for Submission: 26.06.2020, 1500 HRS

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U74899DL2001PLC111527
Telephone Number : +91 11 3009 9999
Fax Number: +91 11 2641 9833
Website: www.bsesdelhi.com**

BSES RAJDHANI POWER LTD (BRPL)

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SECTION I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES RAJDHANI Power Limited invites sealed tenders in 2 envelopes for “**Providing office Boys/Store Boys/Dispatch Boys in various offices of BRPL**” The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscripted as-**

**“BID FOR Providing office Boys/Store Boys/Dispatch Boys in various offices of BRPL”
“CMC/BR/19-20/SV/AR/860”.**

1.01 BRPL invites sealed tenders from eligible Bidders for the above-mentioned Contract (clause 1.01).

Estimated cost per year of Contract	:	Rs 2,05,00,000/-
Earnest money Deposit	:	Rs.4,00,000/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
Completion period of the Contract	:	Two Year (Initially Contract award for 1 year and shall be renew for next year on performance basis of contractor.
Date & time of Submission of Tender	:	26/06/2020 till 1500 HRS
Date & time of opening of Tender (Opening of technical bid)	:	26/06/2020 till 1530 HRS

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favor of BSES RAJDHANI Power Ltd, payable at Delhi:

**Head of Department
Contracts & Material Dept.
BSES RAJDHANI Power Limited
I Floor, 'C' Block
BSES Bhawan
Nehru Place-110019**

The tender papers will be issued on all Contracting days upto the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

1.2.1 Contracts envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

- 1.2.3 Tender document consists of the following:
- a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Tenderers
 - c. Commercial Terms & conditions
 - d. Scope of Contract & specifications
 - e. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES RAJDHANI Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
- (i) Earnest Money Deposit (EMD) of value INR 4,00,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender will be received after due date and time.

1.3 Qualification Criteria:-

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

- ❖ Bidder must have minimum three years experience during last 5 financial years with knowledge and experience rendering similar nature of services to the organization of large government/ corporate establishment /utility company/ reputed organization and. Performance Certificate with order copy shall be submitted in this regard.
- ❖ Bidder must have executed the Contracts of similar nature under single contract of **Rs. 2 Crore** and having extensive experience of carrying out similar type of Contracts in any of the last five financial years.
- ❖ Bidder should have a minimum average turnover of Rs. 2 Crores in the last three financial years (2017-18, 18-19, 19-20). A certificate from a Chartered Accountant Firm to be attached with the tender.
- ❖ Bidder should have valid GST,No.
- ❖ Bidder should have valid PAN No & all statutory compliances i.e., PF, ESI registration which requires for providing such services
- ❖ Entities that have been debarred/ blacklisted in other utilities in India will not be considered; in this regard a written statement has to be provided along with other documents.

Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- ✓ Audited balance sheet for the last 03 financial years.
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.

BSES reserves the right to disqualify any existing vendors in spite of them meeting the above QC, based on their past performance of serviceability, timely wages payment, HR statutory compliances, user's recommendation etc.

1.4 Bidding and Award Process:-

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

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(two) parts and submit in original to the following address

**Head of Department
Contracts & Material Dept.
BSES RAJDHANI Power Ltd
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019**

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

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

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

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“Tender Notice No.& Due date of opening“. The same shall be submitted before the due date & time specified.

Part – A :: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **as mentioned in clause 1.02**. After technical evaluation, the list of qualified tenderes will be posted immediately on BSES website.

PART B :: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

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

1.4.2 Award Decision

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

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

The Contract shall initially be placed for a period of one year and shall be renewed for another one year based on performance of the vendor as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.

“Nil/Zero” Margin or Administrative Service Charges of Bidders will be considered as “Unresponsive”. Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly.

c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-A in this tender document. Training/details shall be provided to bidders before participation in auction. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

1.4.3 Market Integrity

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

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

	Technical	Commercial
Contact Person	Head (Admin)	Head (C&M)
Address	BSES Rajdhani Power Ltd, BSES Bhawan Admin Dept, 3 rd Floor E Block Nehru Place, New Delhi	BSES Rajdhani Power Ltd, BSES Bhawan C&M Dept. 1 st Floor , C-Block, Nehru Place, New Delhi

SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

1.0 BSES RAJDHANI Power Ltd , hereinafter referred to as “**Providing office Boys/Store Boys/Dispatch Boys in various offices BRPL**”. The Company has now floated tender for Outsourcing of Call Centre in BRPL as notified earlier in this bid document

2.0 SCOPE OF CONTRACT :-Manpower Detail:Annexure-1

List of office boys			
S.No.	Designation	Location	Category
1	Supervisor	CSO	Skilled
2	Dispatcher	CSO	Skilled
3	Dispatcher	CSO	Skilled
4	Store Keeper	CSO	Skilled
5	Care Taker	Ayur Vigyan Nagar	Skilled
6	Care Taker	Navjeewan Vihar	Skilled
7	Office Boy	GF-CSO	Un-Skilled
8	Office Boy	GF-CSO	Un-Skilled
9	Office Boy	Porta - CSO	Un-Skilled
10	Office Boy	1st Floor 'A' Block	Un-Skilled
11	Office Boy	1st Floor 'B' Block	Un-Skilled
12	Office Boy	1st Floor 'C' Block	Un-Skilled
13	Office Boy	1st Floor 'D' Block	Un-Skilled
14	Office Boy	1st Floor 'E' Block	Un-Skilled
15	Office Boy	2nd Floor 'A' Block	Un-Skilled
16	Office Boy	2nd Floor 'A' Block	Un-Skilled
17	Office Boy	2nd Floor 'A' Block	Un-Skilled
18	Office Boy	2nd Floor 'B' Block	Un-Skilled
19	Office Boy	2nd Floor 'C' Block	Un-Skilled
20	Office Boy	2nd Floor 'C' Block	Un-Skilled
21	Office Boy	2nd Floor 'D' Block	Un-Skilled
22	Office Boy	2nd Floor 'D' Block	Un-Skilled
23	Office Boy	3rd Floor 'A' Block	Un-Skilled
24	Office Boy	3rd Floor 'A' Block	Un-Skilled
25	Office Boy	3rd Floor 'B' Block	Un-Skilled
26	Office Boy	3rd Floor 'C' Block	Un-Skilled
27	Office Boy	1st Floor 'F' Block	Un-Skilled
28	Office Boy	3rd Floor 'D' Block	Un-Skilled
29	Office Boy	3rd Floor 'E' Block	Un-Skilled
30	Office Boy	NZD-DSK	Un-Skilled

31	Office Boy	20 No Bldg	Un-Skilled
32	Office Boy	SCADA, Bala Ji	Un-Skilled
33	Office Boy	SCADA, Bala Ji	Un-Skilled
34	Office Boy	SCADA, Bala Ji	Un-Skilled
35	Office Boy	SCADA, Bala Ji	Un-Skilled
36	Office Boy	C R Park	Un-Skilled
37	Office Boy	Nizamuddin	Un-Skilled
38	Office Boy	Pushp Vihar	Un-Skilled
39	Office Boy	Adichini	Un-Skilled
40	Office Boy	Saket	Un-Skilled
41	Office Boy	Nizamuddin-MMG	Un-Skilled
42	Office Boy	Hari Nagar	Un-Skilled
43	Office Boy	Tagore Garden	Un-Skilled
44	Office Boy	VKP	Un-Skilled
45	Office Boy	Okhla-SAP	Un-Skilled
46	Office Boy	Okhla-SAP	Un-Skilled
47	Attendant	Maya Enclave-DSK	Un-Skilled
48	Office Boy	R K Puram-DSK	Un-Skilled
49	Office Boy	Vasant Kunj-DSK	Un-Skilled
50	Office Boy	East of Kailash	Un-Skilled
51	Office Boy	PJB	Un-Skilled
52	Office Boy	Malviya Nagar	Un-Skilled
53	Office Boy	VSNL	Un-Skilled
54	Office Boy	Kilokari	Un-Skilled
55	Office Boy	Paschim Vihar-DSK	Un-Skilled
56	Office Boy	Vikaspuri-DSK	Un-Skilled
57	Office Boy	R K Puram-PCC	Un-Skilled
58	Office Boy	20 No Bldg	Un-Skilled
59	Office Boy	Trnsfrm Store -DWK	Un-Skilled
60	Office Boy	Dasrath Puri-DSK	Un-Skilled
61	Office Boy	ERC-CSO	Un-Skilled

1. The scope shall describe below:

That while carrying out and maintaining best standards of office services for a consideration in clause 12, agency shall at its discretion deploy sufficient number of agreed manpower.

That agency shall provide uniform to all its personnel. It shall be the responsibility of vendor to ensure that uniforms thus supplied are neat, clean, well fitting, and properly maintained. Uniform include all apparels supplied for working, including cap, pullovers, apron, identity cards, etc. Uniforms of all the house men must be of same design, and identifiable distinctly from the dress code of the employees of M/s BRPL.

That AGENCY shall be and agrees on its part to be responsible and financially accountable for all the liabilities arising, out of and during the course of deployment, whether arising prospectively or retrospectively from the following applicable statutes.

- a. Minimum wages Act 1948.
- b. Payment of Wages Act 1936
- c. Haryana Labour & Welfare Fund Act, 1965
- d. Payment of Bonus Act, 1965
- e. Child Labour (Prohibition & Regulation) Act, 1976.
- f. Contract Labour (Regulation & Abolition) Act, 1970.
- g. Industrial Disputes Act, 1947.
- h. The Employees state insurance Act, 1948.
- i. Employees Provident Fund & Miscellaneous Provision Act, 1992.
- j. Delhi shop & Establishment Act, 1954.
- k. Workmen Compensation Act , 1923.
- l. Any other act applicable as and when the context and Indian legal administrative machinery calls for.

The Agency shall, and agrees on its part to furnish to authorized officer of BSES RAJDHANI POWER LIMITED, REGULARLY OR WHEN CALLED FOR, ANY SUCH INFORMATION / RECORD / REGISTER PERTAINING TO APPLICABLE LEGISLATIVE FRAMEWORK. Further any non compliance in supplying information or delay in supply of information, may prejudice clause 12 of this agreement, and BSES RAJDHANI POWER LIMITED shall be in its right to either hold payment due in lieu of its services or deduct such amount which in the view BSES RAJDHANI POWER LIMITED IS justified and proportionate to liability caused to or has potential to cause liability to BSES RAJDHANI POWER LIMITED.

The AGENCY shall maintain at most honestly and integrity in maintaining its records, i.e. all records generated by virtue of this contractual relationship, financial or otherwise, and include attendance register, wages register, all records of applicable legal compliance by way of clause 5.a to 5.L.

The Agency shall be responsible and accountable financially or otherwise for any tort, criminal or civil breach committed by its personnel, whether, within factory premises or outside, whether, within working hours or during off hours, further it shall be the responsibility of the AGENCY to carry out background checks / references, and provide information to BRPL as and when required.

At all times personnel engaged by AGENCY shall maintain and work within established discipline norms, whether formal norms, verbal norms, or cultural norms of the Organization. Further all disciplinary standards applicable to BRPL employees shall be pro rata applicable to AGENCY personal.

The AGENCY be responsible for all training so required to render satisfactory services in respect of its personnel.

all the personnel deployed in the premises of BRPL shall be mentally fit, AND, physically fit, AND, free from any form of communicable disease. Agency shall immediately on demand produce before authorized officer of BRPL medical certificate / medical treatment facility / carrying out of medical examination at its own cost.

That for carrying out its obligations under this agreement agency shall deploy maximum Details of manpower deployed w.e.f. issuance of contract.

- a) Supervisor / Dispatch Boy / Caretaker
- b) Office boys

C) Office boy/Caretaker/Dispatch boy/supervisor/store boy can be called on Sundays or Gazetted holidays (except National Holidays) for their respective services. For availing such services on Sundays or Gazetted holidays (except National Holidays) the concerned Department will inform about the same to process owner i.e. Head Admin or his nominated representative for their respective services. In turn, the process owner Head Admin or his nominated representative will inform to Agency in writing for the requisite supply of additional/extra manpower on Sundays.

1. The working days of the office for Office boy/Caretaker/Dispatch boy/supervisor/store boy will be from Monday to Saturday.
2. The office duty timing will be 09.00 A.M to 05.30 P.M.
3. Sunday will be a holiday and these categories of workers will only be given compensatory off for the same if they call on Sunday or Gazetted holidays (except National Holidays) and rendered their services on Sundays or Gazetted holidays (except National Holidays).

No Additional/ Extra Manpower cost is to be paid on Saturday. Extra per day cost will be paid for Sundays and Holidays only.

Maximum of 40 hours will be allowed in a month for services rendered on Sundays and holidays (except National holiday)

d) Gazetted holidays and National holidays on which BSES offices are closed shall be treated as holiday for all.

The rates include all taxes levied by state/central government time to time except GST. Any upward trend in the taxes shall be borne by the agency.

GST at prevailing rates shall be paid extra.

That any change in consideration as mentioned in above clause is subject to, only if.

- a. Any change in applicable relevant legislative framework.
- b. By mutual agreement and consent of both the parties.

AND such change in consideration shall come to effect only if another fresh agreement between the parties is reached in writing.

Hike in minimum wages as notified by Govt of Delhi shall be considered for revision in wages from effective date at actual. The financial impact only in the wages of the manpower will be passed on to the contractors on actual basis.

The AGENCY shall raise monthly bills by the 1st week of each month, which shall be paid by BRPL within 21 days of receipt thereof, after deduction of Tax at Sources (TDS) as applicable. The above rate is inclusive of all statutory payment.

It is agreed between both the parties, should there be any delay in the submission of bill, pro rata delay in payment shall take effect automatically, which, in any case shall not be more than 10 working days for processing of bill. Or, should man hours worked in any month being less than mentioned in clause 03 of this agreement pro rata reduction in payment shall take effect.

That notwithstanding anything contained in clause 14 & 15, BRPL may hold such payment, till asked compliance to applicable laws for previous month or period is furnished in black & white to the satisfaction of authorized official of BRPL.

The AGENCY shall keep BRPL fully indemnified from and against all claims. Costs and charges to which BRPL shall be subject to and all expenses to which BRPL may be put in respect of the personal injuries to agency employees arising out of or occasioned during the terms of this agreement due to agency. Negligence or negligence of its employees. Agency shall also indemnify and keep BRPL indemnified against all losses, claims, costs, damages that BRPL may be subjected to on account of Agency not complying with statutory requirements as stated herein above AGENCY shall further indemnity BRPL and BRPL indemnified against all losses, claims, costs, and damages that BRPL may suffer on account of AGENCY employees claiming employment with BRPL.

That either party shall be at liberty to terminate this agreement by giving to the other, one month's notice in writing, with / without assigning any reason thereof.

That notwithstanding anything contained in clause 18, BRPL may terminate this agreement if in its opinion AGENCY has failed to discharge any of its stipulated obligations herein without any notice or compensation in lieu thereof.

That agency notwithstanding anything in clause 18 & 19, BRPL, may at its sole discretion terminate this contract without any notice or compensation in lieu thereof during the period of suspension of operation due to reasons of strike, lock-out, natural calamities and / or other unforeseen circumstances like, War, Civil disturbance, curfew, ethnic cleansing, riots, earthquake, Terrorism, epidemic, or any unavoidable disturbance of public nature.

That in the scenario of termination of this contract, it is agreed by both the parties, that BRPL shall be within its right to restrict the release of all or any of the resources within its premises, including any pending payment due, until removal of all doubts regarding prospectively arising liabilities pertaining to the period of work during which AGENCY has rendered its services to BRPL.

That upon termination of this agreement of any reasons whatsoever AGENCY shall remove its men forthwith from BRPL premises failing which BRPL shall not be held responsible for any damage, loss etc. to the same.

That notwithstanding anything contained in this agreement agency hereby agree and confirm its responsibility that satisfactory office boy service as per the standards of BRPL is the essence of this Contract.

That all disputes arising out of this contract are subject to New Delhi Jurisdiction.

AGENCY shall, each month, submit photocopies of ESI, EPF, Wages and other statutory fulfillments along with the monthly bills.

JOB DESCRIPTION OF OFFICE BOYS SERVICES

Providing official services as required by the officer- In-charge i.e Head-Admin or his nominated representative.

Penalty Clause:

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order/contract, by agency. and if the same is demanded from BRPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BRPL. The imposition of the penalty is without prejudice to the BRPL's right to terminate this contract.

In the case of any complaint and/ or any deficiency in services caused due to absenteeism of Staff, penalty clause states as under - If the Service Provider fails to attend to the complaint as provided herein, the Service Provider shall be liable to pay a penalty of Rs. 500/- per day, for every day of such non-attendance, at the discretion of the Officer-In-Charge whose decision shall be final and binding on the Service Provider. The maximum penalty charged shall be Rs.5000/- or 5% of the monthly bill of the Service Provider, whichever is higher.

"The closure of the work and final settlement of the contract/work order shall be affected only after receiving NOC from BSES".

The monthly salary, payable on the 7th of every month is mandatory. A fine of Rs. 10,000/- would be levied per day in case of failure to pay on or before the stipulated date.

Security Clause:

The undersigned are agreed to abide by the information security policies and procedures of the organization.

Non Disclosure Agreement:

Licencer must submit the Non Disclosure Agreement of Rs.100/- Stamp Paper to BSES Rajdhani Power Limited to the concerned person.

HUMAN RESOURCE ISSUES:

i] The Contractor would execute these works through their own resources.

ii] The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

iii] The Contractor to deploy their manpower immediately for carrying out the work as specified above.

iv) The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.

v) The Contractor shall not deploy the manpower below the age of 18 years.

vi) The Manpower deployed by the contractor will be considered adequately qualified if they possess the valid license.

vii) The Contractor will arrange Training to the deployed staff, as and when it is desired by the Management. A Training Program must be prepared by the Contractor (At-least for 2 days), for the newly recruited employees before engaging them for the execution of work.

viii) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

ix) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears.

x) The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.

xi) The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following

- has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

- deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

xii) The Contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the COMPANY immediately in writing.

xiii) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.

xiv) The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.

xv) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

xvi) The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xvii) The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

- a) The Child Labor (Prohibition and Regulation) Act, 1986.
- b) The Contract Labor (Regulation and Abolition) Act, 1970.
- c) The Employee's Pension Scheme, 1995.
- d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- e) The Employees State Insurance Act, 1948.
- f) The Equal Remuneration Act 1976.
- g) The Industrial Disputes Act, 1947.
- h) The Maternity Benefit Act 1961.
- i) The Minimum Wages Act, 1948.
- j) The Payment of Bonus Act, 1965.
- k) The Payment of Gratuity Act, 1972.
- l) The payment of Wages Act, 1936.
- m) The Delhi Shops & Establishment Act, 1954.
- n) The Workmen's Compensation Act. 1923.
- o) The Employer's Liability Act, 1938.
- p) Public Liability Insurance Act 1991.
- q) Fatal Accident Act, 1855
- r) The Personal Injuries (Compensation Insurance) Act 1963.
- s) Weekly Holidays Act 1942
- t) Building and Other Construction Workers' Welfare Cess Act,1996 and all rules there under.

xviii) The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.

xix) Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

xx) Along with monthly bills contractor shall submit proper Challan for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the staff deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/ paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.

xxi) The contractor will pay to its employees their salaries/wages (working under this contract); only thru crossed ECS (Electronic Transfers in their respective Bank Accounts). Contractor shall ensure that all wages related payment are made to the employees in ECS / NEFT / RTGS mode only. (No payment by cash / cheque is allowed) .

xxii) The Contractor will maintain all the registers (Attendance, Wages etc) at the work site. These registers will be signed by the Engineer-in-charge as per governing laws/rule/regulations.

xxiii) Contractor will ensure that all manpower laws are complied with in all respect; e.g. (but not limited to) issuance of I-Cards, providing Wages Slip, PF Statement, Providing On-time Wages etc.

Penalty clause for ID Card

1.1. It is agreed by the vendor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the vendor shall be bound to intimate BRPL the details of manpower deputed by vendor for the performance of task under this agreement in an agreed format, the draft of the same is attached to this agreement and marked as SCHEDULE-1.

1.2. It is agreed by the vendor that in case of change of manpower deputed by the vendor under this instant agreement, the vendor shall promptly but not later than twenty four (24) hours of such change intimate BRPL in writing about the said change and submit the revised details in the format as specified in SCHEDULE-1.

1.3. It is further agreed by the vendor that it shall promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BRPL Security, to all the personnel deputed by the vendor. The ID Cards shall also bear the name of the employer/ vendor, the contact details of the personnel and the employer and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.

1.4. That in addition to the events of default as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the vendor shall ensure not to commit the same:

- a) # of staff found working without valid ID Cards (ID Cards issued by BRPL Security) / Not carrying ID cards to the workplace
- b) # of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
- c) # of staff found carrying vendor issued ID Cards, instead of through BRPL Security – Vendors cannot issues ID cards for the manpower deployed on BRPL work.

That the failure by the vendor in compliance of the terms stated in section 1.4 above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the vendor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000 per person per day and the same shall be deducted from the monthly bill of the vendor without any advance intimation to vendor by BSES.

Certification of penalty (defaults and sum penalized) shall be through BRPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to vendor/ agency.

1.5. That in addition to the penalty as specified above, in case of the occurrence of any blacklisted manpower during enrolment (proposed by vendor, identified by BRPL Security or through system-based verification) or found working on the field shall incur a penalty of 1% or Rs Fifty Thousand (50000), whichever is lower, from the monthly bill of the vendor.

- a) Even for 1 blacklisted staff identified
- b) Security shall share list of blacklisted staff with BRPL Vigilance, C&M and VSC departments.
- c) VSC shall share the list with respective vendors.
- d) New vendors shall not be penalized for enrolment of blacklisted staff through BRPL Security. However, subsequent enrolment proposal will come under penalty.

1.6. It is further agreed that in case of repeated default as specified above, beyond 6 months, the same, without prejudice to other penalties/ remedies that can be resorted under the terms of this agreement, shall attract the encashment of the 50% of the BG amount of the vendor by BRPL as additional penalty. It is agreed by the vendor that the encashment of 50% of the sum is recorded as pre-agreed liquidated damages and the vendor, shall not be having any right to dispute/ deny the same.

1.7. It is further agreed by the vendor that the imposition of penalty and the quantum thereto shall be the sole jurisdiction of BRPL and no claim/ dispute by Vendor, challenging the imposition of penalty and/ or the quantum thereto shall be maintainable.

Representations:

1 Agency represent that it shall obtain and maintain all licenses and approvals required to be obtained by it to the act as a service provider, as contemplated under this Agreement.

3 Agency has represented to BSES Rajdhani Power Ltd. that it may provide the services contemplated under this agreement through its contracts with whom it will enter into back to back contract with the prior approval of BSES Rajdhani Power Ltd.

Limitation of Liability:

1 Unless otherwise expressly agreed to herein, neither party shall be liable to the other party for any indirect, incidental or consequential loss, loss of profit, damage, expense or cost arising out of performance of its obligation under this Agreement.

2 In case of non-availability of office boys or supervisor on any day for any reason whatsoever. Agency shall be liable to provide to BSES Rajdhani Power Ltd. an alternative office boy or supervisor, at no extra cost to BSES Rajdhani Power Ltd. Failing to provide alternative manpower BSES Rajdhani Power Ltd. shall be entitled to take manpower for those period and the said charges will be deducted from Agency bill upon production of necessary evidence in this regards.

Terms and conditions

2. The Service Provider's Obligations:

2.1 The Service Provider shall provide the Services in accordance with these terms, in full compliance with statutory provisions and the schedules and provide adequate staff (including supervision) fully trained.

2.2 The Services shall be provided from Monday to Saturday all week days, excluding Sundays.

2.3 Selection of Service Provider's Staff:

The Service Provider will select staff to render the BSES Services who are major, known to them and in respect of whom character and employment references have been checked to ensure that they are reliable, discreet and honest. He will provide the list of the names of all the staff working at Establishment, their duties, and all changes in the staff replacement.

2.3.1 The Service Provider shall get the work done through his employees only and shall not hire any person on behalf of the Company neither shall act as an authorized agent of the Company.

2.3.2 The list of the Service Provider's Staff shall be given to the officer-in-Charge of BSES in advance and such employees shall be issued identity cards by the Service Provider.

2.3.3 It will be the duty of the Service Provider to supervise and keep a constant watch and to prevent any outsider from entering into the premises of the Establishment except with the permission of BSES obtained through its Officer-in-Charge.

2.3.4 No person, without having identity card or a pass issued by the Service Provider or without the express permission of the officer or officers nominated by the Service Provider, will be allowed to enter the premises of the Establishment with or without any vehicle. If any person arrives at the gate without having an identity card or pass or written permission then his name will be communicated to such officer by telephone and only on the officer giving permission, he will be allowed to enter the premises.

2.3.5 The security guards of BSES will be entitled to examine the person of any incoming or outgoing visitor or other person of the Service Provider if he is suspected to carry with him any material.

2.4 Uniforms:

The Service Provider will supply its staff with a uniform of overalls or other suitable garment, shoes clearly marked with the Service Provider's insignia and identification badge.

Uniform include 02 Sets of Pants & Shirt, 01 Pair Shoes, 01 Nos Full sleeve pullover identity cards, etc. Uniforms of all the house men must be of same design, and identifiable distinctly from the dress code of the employees of BRPL.

2.5 Health and Safety Policy:

The Service Provider will ensure that its staff working in the Establishment are made fully aware of and comply with BSES's security procedures and do not take bags other than small handbags onto the site. The Service Provider acknowledges that it is under a duty to ensure so far as is reasonably practicable the health, safety and welfare at work of all its employees and other persons who are affected by its business activities.

2.6 So far as it affects its staff, the Service Provider shall:

Safeguard their health, safety and welfare at work under this agreement, bring to their notice the safety policies of both the BSES and itself, provide all necessary information, training and supervision in safe working practices and need to work safely. Have regard for the health and safety of those not employed by the Service Provider but who may be affected by the Service Provider's work.

2.7 Maintain a comprehensive list setting out details of its staff functioning at the Establishment

2.8 In case extra manpower is required for reasons of improving the quality and nature of Services, the Service Provider shall arrange for the same immediately at its own cost.

2.9 The supervisor of the service Provider has to remain present in the Establishment to ensure uninterrupted Services rendered and for proper co-ordination with BSES. Such supervisor shall submit a daily report to Officer-in-Charge detailing, inter alia, daily activity undertaken by Service Provider and progress made by Service Provider.

2.10 Service Provider shall not use the name of BSES in any manner for credit arrangement or otherwise and it is agreed that BSES shall not in any way be responsible for any debts, liabilities or obligations of Service Provider or its staff.

2.11 The Service Provider shall ensure due compliance with the provisions of the relevant labour laws i.e. Minimum Wages Act, payment of wages act, Workmen's Compensation Act, Provident Fund, Contract Labour (Regulation and Abolition) Act, Payment of Bonus Act, etc. and shall not indulge in any unfair labour practices.

2.12 All the other statutory responsibility and liability, including payment of wages and other emoluments to the Staff shall be that of the Service Provider. Similarly, the matters of earned leave, sick leave, and other facility to be given shall be a matter between the Service Provider and his Staff and he agrees to indemnify and keep indemnified BSES against any claim, loss, cost, charges and expenses incurred or suffered by BSES on that account.

2.13 The Staff engaged by the Service Provider shall be treated as the employees of the Service Provider and all the liabilities on account of the said Staff/employees will be that of the Service Provider.

2.14 Service Provider shall open a bank account with a nationalized bank for the purposes of receiving payments under this Agreement and provide such account number and all other relevant details to BSES. Service Provider shall ensure that the bank account is such to which BSES, if it so desires, is able to, without any hindrances whatsoever, transfer funds electronically.

2.15 Service Provider shall ensure that none of its Staff stays behind in the Storage Room or in any other premises of the Establishment after the hours specified by BSES from time to time.

2.16 The Service Provider shall at all times ensure the due and timely payment of wages to its entire staff engaged in BSES Services.

3. BSES Obligations:

BSES shall provide Storage Space etc as per contract and access to the Establishment in order to enable the Service Provider to provide the Services and pay the charges on receipt of proper bills.

4. Insurance:

The Service Provider shall at his own cost arrange, hold and keep valid all insurance policies and other statutory documents in respect of his Staff engaged and pay their dues regularly which the Service Provider is required to do under the provision of any of the applicable Indian laws, Rules & Regulations presently in force or are introduced during the existence of the agreement. The Service Provider shall submit a true /certified copy of such insurance policies to BSES solely for its information, reference and records. The Service Provider shall ensure that such insurance policies are kept valid at all times.

4.1 The Service Provider shall maintain at its own cost a comprehensive insurance policy of insurance to cover third party liabilities in respect of any act or default for which it may become liable to indemnify BSES under the terms of this Agreement.

5. Documentation:

The Service Provider shall submit all the copies of statutory licenses, permissions and registrations to BSES prior to commencement of the Services and copy of the document showing legal status of Service Provider along with names and addresses of all Directors.

After verification of the above stated documents, entry permits for the Service Provider's manpower shall be issued.

6. Period of Mobilization:

Service Provider shall mobilize its resources to carry out the Services from 01.08.2020.

7. Modification of Services:

Any modification in the Services shall be made by a written mutual consent

8. Dispute Resolution:

In the event of any dispute regarding the liability of any one party hereto to the other and arising out of or relating to this contract the same shall be initially referred to the Head Admin / CEO BSES of the Company or of the person nominated by him and his decision shall be final and binding on the parties.

8.1 If the dispute or difference, which cannot be settled amicably or mutually between the Parties concerned, shall be settled through Arbitration under and in accordance with the provisions of Arbitration & Conciliation Act, 1996 for the time being in force. The dispute will be referred to a sole common Arbitrator, appointed by the parties. The place of Arbitration shall be Delhi.

8.2 Notwithstanding the commencement or continuance of the arbitration, the parties shall continue performance of their part of the Agreement with due diligence which is not disputed. BSES reserves the right to withhold the payments for the disputed part under this Agreement during the pendency of the dispute and shall release the other payments which are not disputed.

9 Representations, Warranty and Indemnities

The Service Provider hereby represents and warrants that:

i.) It is a legally recognized entity under the laws of India shall furnish the relevant documents on demand;

ii.) It has necessary sanctions of its Board of Directors and licenses, permits, approvals, certificates and authorizations under all applicable rules and regulations, and shall at all times comply with such rules and regulations;

iii) It shall duly pay the duties, taxes and levies as are set out in this Agreement, which are to be paid by the Service Provider;

iv) To the best of its knowledge, there is no action, suit or proceeding, at law or in equity, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

10. Indemnity:

The Service Provider shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the Establishment premises by his Staff.

10.1 If BSES suffers any loss, which is directly attributed to the negligence, carelessness, misbehavior or criminal act of the Staff of the Service Provider, then the Service Provider shall make good the loss forthwith.

10.2 The Service Provider shall indemnify and hold harmless and make good the loss to BSES and its officers, employees, directors and representatives from and against any and all actions, liabilities,

claims, demands for the loss / damage caused to the property and/or persons of BSES or third party by the action / inaction / misconduct attributable to the Staff of the Service Provider while engaged on BSES's Services including the legal costs incurred by BSES.

11. Penalty:

a. Any complaint and/or any deficiency in services caused due to absenteeism of Staff recorded in the book maintained by the Officer-in-Charge shall have to be attended to, and rectified by the Service Provider immediately. If the Service Provider fails to attend to the complaint as provided herein, the Service Provider shall be liable to pay a penalty of Rs. 500/- per day, for every day of such non-attendance, at the discretion of the Officer-In-Charge whose decision shall be final and binding on the Service Provider. The maximum penalty charged shall be Rs 5000/-(five thousand only) or 10% of the monthly bill of the Service Provider, whichever is maximum.

12. Validity

The agreement shall be valid for a period of one year from the date of its commencement under normal circumstance unless otherwise renewed/ extended by BSES for a further period on the agreed conditions. Any party can however give notice of 30 days to the other before terminating / canceling the agreement for any other reason.

If however BSES is of the opinion that the Services are not rendered satisfactorily or the Service Provider commits a breach of any term of this agreement or the Service Provider fails to correct defects and deficiencies in any Services even after a notice for correction/ repair of fifteen days is given by BSES then BSES will be entitled to terminate this agreement earlier by giving fifteen days notice in writing to the Service Provider.

BSES shall have the right to terminate this Agreement forthwith by providing written notice to the Service Provider in the event that Service Provider (i) files a voluntary petition for bankruptcy or for winding up or is adjudged bankrupt, or (ii) makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

On termination of this agreement by efflux of time or otherwise, the Service provider shall withdraw promptly all his staff and the material belonging to him from the premises of the Establishment forthwith and shall promptly return and handover, along with the Storage Room, all Fixtures and all other items that BSES may have provided.

The Company shall settle the account simultaneously on the Service Provider vacating the Establishment premises and shall pay back the balance of the dues if any, to the Service Provider within fifteen days.

This Agreement shall stand terminated on the expiry of the said period of Notice relieving both parties of their respective obligations, save such obligations and / or liabilities of the Parties that, by their nature, survive the termination of this Agreement. No compensation or termination charges or penalties of any nature whatsoever shall be payable by BSES to Service Provider for termination of this Agreement.

13. Notices:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) three days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of BSES:
(Head-Admin-BRPL)

Address: 3rd Floor E Block
BSES Bhawan, Nehru Place
New Delhi-110019

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party a written notice intimating such change and the date on which such change has become effective.

14. Miscellaneous:

14.1 Assignment:

This Agreement shall not be assigned either fully or in part by the Service Provider to any third party without the consent, in writing, of BSES may, in whole or in part, assign this Agreement to its Affiliates, without the prior written consent of Service Provider. In the event this Agreement is assigned by BSES the assignees shall be bound by the terms and conditions of this Agreement. and shall, if deemed necessary undertake in writing to be so bound by the Agreement.

14.2 Relationship between Parties:

Service Provider is serving as an independent Service Provider of BSES. This Agreement creates no partnership, pooling or joint venture relationship between the parties.

14.3 Amendment:

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

14.4 No Waiver:

The failure of either party, at any time during the Term hereof, to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

14.5 Severability:

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

14.6 Set-off:

BSES may deduct or retain out of any monies, which may be due or become due to the Service Provider hereunder or otherwise, as against any amounts owed by the Service Provider to BSES hereunder or otherwise.

14.7 Governing Law:

This Agreement shall be governed and interpreted exclusively in accordance with laws of India.

14.8 Counterparts:

This Agreement may be executed by one or more of the Parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

14.9 Inspection:

BSES and/or any Officer-in-Charge person designated by BSES shall at all times have access to any site where Service Provider is performing any of the Services and such person shall have the right to inspect such performance thereto at such site.

15. Security Clause:

The undersigned are agreed to abide by the information security policies and procedures of the organization.

16. Non Disclosure Agreement:

Licenser must submit the Non Disclosure Agreement of Rs.100/- Stamp Paper to BSES Rajdhani Power Limited to the concerned person.

17. Subletting:

The Contractor shall not without the consent shall not be un-reasonably withheld, assign or sublet contract or any substantial part thereof. The above service can be terminated without any notice and without assigning any reasons by BSES. However the service provider will need to give to BSES a one month notice for withdraw of the service.

15. Premature Termination:

However, during the course of the execution of the order if at any time the Company's representative observe and form an opinion that the work under the order is not being performed in accordance with the terms of this work order, the Company reserves its right to cancel this work order forth with without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the contractor.

Limitation of Liability:

1 Unless otherwise expressly agreed to herein, neither party shall be liable to the other party for any indirect, incidental or consequential loss, loss of profit, damage, expense or cost arising out of performance of its obligation under this Agreement.

2 In case of non-availability of manpower on any day for any reason whatsoever. Agency shall be liable to provide to BSES Rajdhani Power Ltd. an alternative manpower, at no extra cost to BSES Rajdhani Power Ltd. Failing to provide alternative manpower. BSES Rajdhani Power Ltd. shall be entitled to take manpower for those period and the said charges will be deducted from Agency bill upon production of necessary evidence in this regards.

3 BSES Rajdhani shall not be carry hazardous, spurious, banned drugs/ narcotics, unlicensed goods and/ or any contraband goods or materials to Agency for transportation. Agency shall not be liable for any loss or damage, which may be suffered by BSES Rajdhani Power Ltd. in case of accident due to carriage of any hazardous material by the BSES Rajdhani Power Ltd. Further, In case of any loss or damage suffered by Agency or the manpower due to carriage of any hazardous material by BSES Rajdhani Power Ltd., then BSES Rajdhani Power Ltd. shall indemnify Agency for such loss or damage.

UNDERTAKING OF BSES:

BSES Rajdhani Power Ltd. hereby unconditionally and irrevocable undertakes, declares, agrees and acknowledge that:

- 1 BSES Rajdhani Power Ltd. shall at its own cost supply to Agency all the information, for administrative purpose of Agency for its performance under this agreement.
- 2 BSES Rajdhani Power Ltd. shall at its own cost forward all the necessary papers and written to enable Agency administer its operations.
- 3 BSES Rajdhani Power Ltd. shall give the information or any consent required in this agreement, without unreasonable delay.
- 4 BSES Rajdhani Power Ltd. or Agency shall not part with any information to any third party of any nature regarding transportation or related operation whatsoever without prior written consent of Agency or BSES Rajdhani Power Ltd. unless it is required in the normal course of the business or specifically required under other any law for the time being in force.
- 5 BSES Rajdhani Power Ltd. shall take necessary comprehensive insurance policy including 3rd party liabilities to cover any accident, damage, theft or loss of life and property including permanent or temporary disability of any vehicle and shall keep it valid during the validity period of this agreement. The certified copy of these insurance notes would be handed over to Agency at the time of handing over the vehicle as per agreement.
- 6 BSES Rajdhani Power Ltd. shall also take necessary insurance coverage for the goods being carried in the vehicles against theft, fire accident etc. as deemed fit by BSES Rajdhani Power Ltd.

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the Contract.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

SECTION – I	:	REQUEST FOR QUOTATION
SECTION – II	:	INSTRUCTIONS TO BIDDER
SECTION – III	:	TERMS AND CONDITION
SECTION – IV	:	BILL OF QUANTITY/PRICE FORMAT
SECTION – V	:	BID FORM
SECTION – VI	:	FORMAT FOR EMD BANK GUARANTEE
SECTION – VII	:	CHECK LIST

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against

each tender.

9.0 BID FORM

9.01 The Bidder shall submit "Original" Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favor of BSES RAJDHANI Power Ltd, payable at Delhi.
- (b) Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee
The EMD may be forfeited in case of:
 - (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
 - (b) Submitting falsified information/documents.
 - (c) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Contract with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender.

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

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

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No.& Due date of opening“.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid must be timely received by the Company at the address specified in Section-I

16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

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

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

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

- (a) Contract completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

Order.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION – III:

TERMS AND CONDITIONS

1.0 General Instructions:

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

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition: The following terms & expressions as used in this Contract order shall have the meaning defined and interpreted here under:

1.1. Company: The terms "Company" shall mean BSES RAJDHANI Power Limited having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assigns.

1.2 Contractor: contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 Rate: The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each item performed by the Contractor as per the site requirement to be certified by Officer In-charge.

The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever.

1.4 Contract Order Specification: The terms "Contract order Specification" shall mean the Technical specification of the Contract as agreed by you and description of Contract as detailed in ANNEXURE enclosed and all such particulars mentioned directly/referred to or implied as such in the Contract order.

1.5 Site: The terms "Site" shall mean the Contracting location mentioned in the Contract order. For this Contract order contracting location is in Central circle.

2. OFFICER-IN-CHARGE: The term "Officer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the Contract. For this Contract Officer In-Charge will be Head, Administration or his nominated person.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under BRPL licensed area under the Contract order and ascertained therefore all site conditions and information pertaining to his Contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

4. LANGUAGE AND MEASUREMENT:

The Contract order issued to the contractor by the company and all correspondence and documents relating to the Contract order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

5.0 VALUE OF THE CONTRACT ORDER:

Value of Contract order will be contracted out on the basis of finalized rates

6.0 TAX & DUTIES:

Prices will be inclusive of all taxes and duties i/c cess (Except GST). However, TDS as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

GST at actual shall be paid on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable service tax laws.

The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to BRPL.

7.0) TERMS OF PAYMENT:

100% payment shall be released on submission of bill and certification of Contract completion by Officer-In-charge. The bill shall be paid within 15 days on receipt of such bills at our office. The Service Provider shall submit monthly bills by 5th of every month and the necessary documents related with the payments/charges made every month towards statutory compliances. The bills shall be based up on rates set out in contract and covers all the cost as described therein.

The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer In Charge for compliance to check point's given in check list. The check list shall be provided by Officer In Charge.

The Officer In Charge should obtain ESI,PF challans.

8.0) STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Contractman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments. Broadly, the compliance shall be as detailed in ANNEXURE I enclosed.

Before commencing the Contract it would be mandatory for the Contractor to furnish the company the permanent PF code no and ESI of the employees.

9.0) RISK INSURANCE:

BSES Rajdhani Power Ltd. shall not hand over any hazardous, spurious, banned drugs/narcotics, unlicensed goods and/or any pornographic goods or materials to Agency for transportation.

Agency shall keep BSES Rajdhani Power Ltd. indemnified at all times, against all claims, losses, damage or liability that may arise under this agreement because of any breach, negligence or willful default of Agency (whether criminal or civil and including legal fees and costs incurred), including

Resulting from a breach of this Agreement by Agency including any act, neglect or default of its manpower.

Resulting from a breach by Agency in respect of any matter arising from the provisions of services resulting in any successful claim by any third party.

Claim for compensation under the provisions of the workmen compensation act 1923 as amended from the time to time or any compensation payable under any other laws for the time being in the force to any workman / employees or staff engaged by Agency in carrying out in the services and against costs and expenses, if any, incurred by BSES Rajdhani Power Ltd. in connection therewith.

The indemnities provided under this clause are without prejudice and in addition to BSES Rajdhani Power Ltd. right to make any recovery whatsoever under this agreement, with or without invoking the indemnity provisions.

10.0) Termination:

Either party may terminate this agreement in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within in a period of Thirty (30) days from the date of receipt of the notice from the aggrieved. Party requesting it to so cure breach, provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from force Majeure, defined herein below, such failure shall not constitute a breach of this agreement.

Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

1 The other party makes an assignment for the benefit of its creditors: or

2 The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;

3 The representation and warranties made by the other party are false or misleading;

Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30(THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency.

11.0) Effect of expiration or termination:

Upon expiration/termination of this agreement Agency shall become immediately entitled to the amounts due to it from BSES Rajdhani Power Ltd. under this agreement and BSES Rajdhani Power Ltd. shall make payment to Agency within seven (7) days of the expiration/termination after deducting the amount receivable from Agency.

12.0) INDEMNITY:

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract Order.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Contracts and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

13.0) EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Contract Order or in law, terminate the whole or any part of this Contract Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract order including but not limited to any of the following cases:

- a) Failing to complete execution of Contract within the terms specified in this Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contracts.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contracts.
- d) Failing to comply with any of the terms or conditions of this Contract order.

In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under this Contract order or in law including without limitation the right to penalize for delay under clause 15.0 of this Contract order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.

14.0) RISK & COST:

If the Contractor fails to execute the Contract as per specification / as per the direction of Officer's In-change within the scheduled period and even after the extended period, the contract shall get cancel and company reserves the right to get the Contract executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

15.0) ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Contract order. If the same remain unresolved within thirty (30)

days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party.

The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

16.0) FORCE MAJEURE:

The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order.

If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

17.0) SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the COMPANY's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. These technical information, drawing and other related documents shall be returned to the COMPANY with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of this provision, the contractor shall indemnify the COMPANY against any loss, cost or damage or claim by any party in respect of such breach.

ANNEXURE I

The Contractor should obtain and must submit the following to Officer-In-Charge before commencement of Contract and these shall renewed from time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) Sales Tax registration number, if applicable.

- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- c) To maintain Wage- cum - Attendance Register.
- d) To maintain First Aid Box at Site.
- e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

SECTION-IV:

PRICE BID FORMAT (TO BE SUBMITTED IN SEPARATE ENVELOPE)

BILL OF QUANTITY/ PRICE FORMAT

Sr. No.	Item Description	UNIT	Rate excluding taxes
01	Office Boys Cost (Unskilled)	Per Month	Price
02	Supervisor/ Caretaker/Dispatch Boys Cost (Skilled)	Per Month	Price
03	Uniform Charges	Per Month Per Person	Price

Please attach the Breakup of Costing.

GST Rate:

SAC Code:

The Services Fees/ Rates include:

Details of Manpower as per Annexure A and paid as per minimum wages by Delhi government. Financial Bid must ensure detail information for above each service in following manner

- a) Minimum Wages(Office Boys Unskilled Category and Supervisor/Dispatch Boys/Caretaker Skilled Category)
 - b) The quoted rate shall include of all statutory components like PF, ESI, Bonus, Leave Pay etc. Uniform Charges on per month basis and Agency Margin in %.
 - C) Any change in the minimum wages during the contracting period, the impact only in the wages of the employees will be effected in the contract on actual basis. There will be no change on margin amount on account of revision in minimum wages.
 - d. Police verification expenses
 - e. Annual medical checkup costs
 - f. License costs for contract labour license, including retainers paid to your labour / legal consultant.
 - i. Training in safety, hygiene and equipment handling
- # Uniforms, Shoes and Sweaters to be quoted as per separate line item.

Group Personal Accidental Insurance Policy

Before commencing the execution of the work the CONTRACTOR shall take accidental Life insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be paid by BRPL as per the line item mentioned in

the price format. The contractor shall furnish copy of policy when demanded by BRPL. Premium charges per person per year for the coverage under this accidental policy will be reimbursed @Rs 800/- per person per annum.

Guidelines for working in Covid19 situation:

Looking to the present Covid19 situation, Vendor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by BRPL & MHA from time to time. Further vendor shall be required to provide to their staff masks/ sanitizers/ all PPE required for working in Covid19 situation. The vendor shall further ensure to work as per the guidelines of BRPL Engineer in charge.

Insurance for Covid 19:

Before commencing the execution of the work the CONTRACTOR shall take insurance policy for covering death against Covid 19 for the staff engaged by him for this work to insure against any loss of life which may occur during the contract. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. **The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL.** The contractor shall furnish copy of policy when demanded by BRPL.

Premium charges per person per year for the coverage under this Covid policy will be reimbursed @Rs 1062/-Plus GST per person per annum.

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BRPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

Reverse auction shall be governed by following terms and conditions:

- 1) BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).
- 2) BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the bidder.
- 3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
- 5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
- 6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BRPL.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BRPL.
- 11) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BRPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
I Floor, "C" Block, BSES Bhawan
Nehru Place, New Delhi-110019
Sir,

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

Dated this..... day of..... 2020

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of (IN BLOCK

CAPITALS).....

APPENDIX-I

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE
(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s.. with its Registered/ Head Office at

(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the

dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 201 at

1.

For Bank

2.

Signature

Name

Power of

Attorney No:

Banker's Seal

FORMAT FOR EMD BANK GUARANTEE

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

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*],having our registered office at [*address of the registered office of the bank*](herein after called the "Bank"),are bound unto BSES Rajdhani Power Ltd., with it's Corporate Office at BSES Bhawan, Nehru Place, New Delhi-110019 ,(herein after called —the "Purchaser")in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2020_____.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid for 6(six) months after last date of receipt of tenders, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

Communication Details

Bidder should furnish the below details for future communication:-

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

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

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

SECTION VII

CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
9	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO