

Tender Notification for  
"SHORTLISTING OF AGENCY FOR MEDIA  
BUYING SERVICES IN BRPL"

CMC/BR/21-22/RB/AR/AN/943

**Due Date for Submission: 25.10.2021, 1530 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](http://www.bsesdelhi.com)**

**BSES RAJDHANI POWER LTD (BRPL)**

INDEX

<b>SECTION – I: REQUEST FOR QUOTATION.....</b>	<b>3</b>
<b>SECTION – II: INSTRUCTIONS TO BIDDER.....</b>	<b>10</b>
<b>SECTION – III:TERMS AND CONDITION.....</b>	<b>17</b>
<b>SECTION – IV: BILL OF QUANTITY/PRICE FORMAT.....</b>	<b>35</b>
<b>SECTION – V: BID FORM.....</b>	<b>37</b>
<b>SECTION – VI: FORMAT FOR EMD BANK GUARANTEE .....</b>	<b>38</b>
<b>SECTION –VII: PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE.....</b>	<b>39</b>
<b>SECTION – VIII: CHECK LIST.....</b>	<b>40</b>
<b>SECTION – IX: NON DISCLOSURE AGREEMENT.....</b>	<b>42</b>

SECTION I

**REQUEST FOR QUOTATION**

**1.1 GENERAL**

BSES RAJDHANI Power Limited invites sealed tenders in 2 envelopes for “**SHORTLISTING OF AGENCY FOR MEDIA BUYING**” The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscribed as-**

**“BID FOR SHORTLISTING OF AGENCY FOR MEDIA BUYING”  
“CMC/BR/21-22/RB/AR/AN/943”**

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

Estimated cost of Contract	:	Rs 2,50,00,000/- (for one year)
Earnest money Deposit	:	Rs.5,00,000/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
Completion period of the Contract	:	Two Years (Initially Contract award for one year and shall be renew for next year on performance basis of contractor).
Date of Pre Bid Meeting	:	14/10/2021 from 1500 HRS to 1600 HRS in webex at <a href="https://bsesbrpl.webex.com/meet/rakesh.bansal">https://bsesbrpl.webex.com/meet/rakesh.bansal</a>
Date & time of Submission of Tender	:	25/10/2021 till 1530 HRS
Date & time of opening of Tender (Opening of technical bid)	:	25/10/2021 till 1600 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.bsedelhi.com](http://www.bsedelhi.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 bidders
  - 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 Tenders 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 5,00,000/- 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:-**

**Pre-qualification Technical 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.

- ❖ Bidder must have minimum three years experience in last five (05) years with knowledge and experience rendering Such services to the organization of large government/ corporate establishment /reputed organization. Experience Certificate shall be submitted in this regard.
- ❖ Bidder must have executed the Contracts of Same Services under single contract of **Rs. 50 Lacs** and having extensive experience of carrying out such Services in last three financial years (2018-19, 19-20, 20-21). Performance Certificate with order copy shall be submitted in this regard.

**Pre-qualification Commercial criteria:**

- ❖ Bidder should have average turnover of Rs 35 Crores in the last three years, i.e (2018-19, 19-20, 20-21).Balance sheet copy for year FY 2018-19 & 2019-20 and provision balance sheet for FY 2020-21 (if not audited ) should be submitted for the justify the turnover. Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.

- ❖ Agency shall have necessary affiliations/accreditations such as with Indian Newspaper Society (INS) for more than 5 years.
- ❖ The agency shall have office in Delhi/NCR.
- ❖ 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 by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents.
- ❖ The bidder should submit an undertaking for "No Litigation" is pending with BRPL or its Group Companies.
- ❖ The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.
- ❖ 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.

Please note that by participation in tender and submission of bid, the bidder authorize BRPL to verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client. If required, BRPL may also direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL. That upon demand the bidder shall be providing such details to BRPL within timelines provided by BRPL. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged or the default from the side of bidder in providing the details for verification, BRPL at its sole Discretion shall be free to take all actions as permitted under law, including forfeiture of EMD disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

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

- ✓ Last three Years (FY 18-19, FY 19-20 & FY 20 -21) financial statement.
- ✓ Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns/ PF and ESI returns etc. i.e upto FY 20-21
- ✓ 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
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.

**Please note:** For Existing vendors of BRPL, evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, Compliance parameters and Salary disbursement by Vendors. BRPL reserves the right to disqualify their bid based on the above performance parameters in spite of them meeting the above qualification criteria. The decision of BRPL shall be final & binding on the bidder. BRPL may ask for any other document as may be required to substantiate/ justify the submissions made by bidders.

BSES reserves the right to disqualify in spite of the bidders meeting the above QC. The decision of BRPL shall be final & binding on the bidder.

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

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.

**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  
1<sup>st</sup> 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
- Complete Tender document, duly signed & stamped as acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications if any

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

**TIME SCHEDULE**

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

S. No.	Steps	Comprising of	Due date
1	Technical/Commercial Queries, if any	All Queries related to RFQ- to be mailed to the following: 1. Deepak.Shankar@relianceada.com 2. Prashant.p.dua@relianceada.com 3. amitava.nandi@relianceada.com 4. Neeraj.p.kumar@relianceada.com	

2	Submission of PART A Technical and Commercial Bid	EMD of requisite amount non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website documentary evidence in support of qualifying criteria Any other relevant document acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	
3	Submission of PART B Financial Bid	Price strictly in the Format enclosed(Section IV) indicating Break up regarding basic price, taxes & duties etc.	
4	Date of Pre Bid Meeting on webex :	<a href="https://bsesbrpl.webex.com/meet/rakesh.bansal">https://bsesbrpl.webex.com/meet/rakesh.bansal</a> Queries will be submitted by bidders on mail id: Brpl.Eauction@relianceada.com after Pre-Bid Meeting. - Replies of Queries / Corrigendum of Pre-Bid Meeting will be published on website <a href="http://www.bsedelhi.com">www.bsedelhi.com</a>	14/10/2021 from 1500 HRS to 1600 HRS

The bid in a two part as prescribed above.

Bidders are to submit the bids in 2(two) 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**. Technical evaluation qualification may be based on physical verification of the bidder’s site. After technical evaluation, the list of qualified tenders will be posted immediately on BSES website.

**PART B** :: This envelope will be opened after technical evaluation and only of the technically 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.

**FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

Purchaser reserves the right to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are techno-commercial qualified on the basis of tender requirements shall participate in 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 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. In case the Reverse Auction is not conducted for any reasons, then a “final no regret price” will be called for from the qualified bidders.

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

### **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.

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.

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

After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.

e) "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.

#### **1.4.1 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.

#### **1.4.2 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. 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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head (Corporate Communication) Deepak.Shankar@relianceada.com	Head (C&M) Rakesh.bansal@relianceada.com
<b>Address</b>	BSES Rajdhani Power Ltd 3 <sup>rd</sup> Floor , A-Block, Nehru Place, New Delhi	BSES Rajdhani Power Ltd C&M Deptt. 1 <sup>st</sup> Floor , C-Block, Nehru Place, New Delhi

## SECTION – II

### **INSTRUCTION TO BIDDERS**

#### **A. GENERAL**

1.0 The COMPANY is desirous of engaging a third party and wants to assign the “PROVIDING SERVICES OF ADVERTISEMENT PUBLISHING / MEDIA BUYING SERVICES IN NEWSPAPER” IN BRPL.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 The company reserves the right to split the order among various successful tenders in any manner chooses without assigning any reason whatsoever

#### **2.0 SCOPE OF CONTRACT**

The complete scope of work has been defined in relevant section of this tender document.

#### **3.0 DISCLAIMER**

3.1 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.

3.2 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 work.

3.3 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.

3.4 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**

5.1 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: PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE  
SECTION – VIII : CHECK LIST

5.2 The bidder is expected to examine the bidding documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information require 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**

- 6.1 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.
- 6.2 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.
- 6.3 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**

##### **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**

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

### **EMD**

The bidder shall furnish, as part of its bid, an 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 favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from nationalized / Scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

The bidders who are not technically qualified, EMD shall be refunded after price bid opening. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work. The amount of EMD by the successful bidder shall be returned on submission of CPBG as per tender terms.

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) in the case of a successful Bidder, if the Bidder does not
  - (i) Accept the Purchase Order/Work Order, (or)
  - (ii) Furnish the required performance security BG; within the stipulated period (or)
- (C ) If the bidder is found to have submitted false or forged any of the documents/certificates/information .

## **10.0 BID PRICES**

10.01 Bidders shall quote for the entire Scope of Contract with prices for individual items. The bidders 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**

- 12.1 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
- 12.2 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 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**

- 14.1 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.
- 14.2 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.
- 14.3 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.

### **B. SUBMISSION OF BIDS**

#### **1.0 SEALING AND MARKING OF BIDS**

- 1.1 Bid submission: One original (hard copies) + one copy (photocopy) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 1.2 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“.
- 1.3 The Bidder has the option of sending the Bids in person. Bids submitted by Email 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.

#### **2.0 DEADLINE FOR SUBMISSION OF BIDS**

- 2.1 The original Bid must be timely received by the Company at the address specified in Section-I
- 2.2 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 there after be subject to the deadline as extended.

### **3.0 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.

### **4.0 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.

### **5.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **C. EVALUATION OF BID**

### **1.0 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.

### **1.0 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.

### **2.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

2.1 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.

2.2 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.

2.3 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.

2.4 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.

**3.0 EVALUATION AND COMPARISON OF BIDS**

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

3.2 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 of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

3.3 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) No Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. No deviations from the terms and conditions and specifications of the tender shall be acceptable.

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

**D. AWARD OF CONTRACT**

**1.0 CONTACTING THE COMPANY**

1.1 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.

1.2 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.

**2.0 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 anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

**3.0 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 to 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.

**4.0 THE COMPANY 'S RIGHT TO VARY QUANTITIES**

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

**5.0 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.

**6.0 CORRUPT OR FRADULENT PRACTICES**

6.1 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.

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

SECTION – III:

**TERMS AND CONDITIONS**

BSES Rajdhani Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network in South and West Delhi. Total **TWENTY TWO (22)** divisions are covered under BRPL.

The COMPANY is desirous of engaging a third party and wants to assign the “SHORTLISTING OF AGENCY FOR MEDIA BUYING SERVICES” IN BRPL.

**1.0 DEFINITIONS & INTERPRETATION:**

**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:** shall mean the successful bidder / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.

**1.3 CONTRACT SPECIFICATION:** The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

**1.4 SITE:** The terms "Site" shall mean the working location in BRPL area.

**1.5 ENGINEER IN CHARGE:** "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be Head-Corporate Communication or his nominated representative.

**1.6 Good Industry Practice:** means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

**1.7 Effective Date:** means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.

**1.8 Rate:** The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender and payable by the Company to the Contractor for the due, complete and proper performance of the jobs covered under this contract.

**2.0. 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.

**3.0. 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.

**4.0 . BRPL Obligations:**

4.1 The Company's Business Process department shall provide the Contractor a tentative schedule to provide the required manpower in a month.

4.2 BRPL shall provide all other necessary & relevant information from time to time to the contractor in order to satisfactory performance of the service as set out in this Agreement.

4.3 The supplies of above shall only on communication through written / e-mail by Officer-in-charge (or their nominated representative).

4.4 BRPL shall ensure that all payments and outgoings for all the goods / services rendered by the contractor are made to the Contractor on time as per terms of the agreement.

**5.0 CONTRACTOR'S SCOPE OF WORK:**

**The scope shall describe below:**

- Buying media, which shall include Radio, TV & Print.
- Subject to prior approval by the client, make all media bookings and release instructions as per the approved estimates.
- Negotiate rates, positions-space and time, terms of payment and related matters with the media for placing and exhibiting advertisements.
- Issue directions and guidelines as required by the media companies or to the creative agencies on all advertisement material including follow up of the same. However, it shall be the duty of the creative agency to dispatch the relevant advertisement material to the media companies as per the dates and specifications.
- Ensure continuous campaign administration and media monitoring.
- Check and ensure the releases sought in the concerned media are implemented.
- Agency will also have share a copy of the published ad with the client.

**6.0 CONTRACT PRICE:**

The contract is on unit rate basis .Unit Rate shall be as finalized through this tender and this rate will be remain firm and final for 02 years, and are not subject to any escalation and variation for any reason whatsoever.

Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at

any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.

#### **7.0 TAXES & DUTIES:**

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, IT 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 GST laws. You shall furnish your GST registration number.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

#### **8.0 TIMELY DISBURSEMENT OF WAGES**

The contractor shall ensure that monthly wages for the manpower are disbursed timely.

Salary / Wages to be distributed not later than 5th of each month. Though the company endeavors' to process contractors' bills on time as per the payment timelines mentioned in the clause no. 04 (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the contractors responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfill their obligations towards the timely disbursement of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BRPL reserves the right to terminate the contract in case of delay in disbursement of the wages at more than one instance.

#### **9.0) TERMS OF PAYMENT:**

The payment shall be made as under:

9.1 All Payments shall be made to the Contractor within 30 (Thirty) days from the date of receipt of monthly bills at vendor support cell, duly certified by our Officer-in-Charge.

9.2. It is understood and agreed that payment to Contractor shall not be made unless the said supporting listed above have been duly verified and certified by Officer in Charge of BRPL. For the purposes of such verification and certification, the Officer in Charge shall place his signatures on such supporting documents as a token of his acceptance of the work said to have been completed by the Contractor.

9.3. Payments shall be made after deduction of taxes required by applicable laws to be deducted at source.

9.4. Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates specified in the agreement. In the event that Contractor is at any time in material breach of any provision of this Agreement, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Agreement or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Agreement.

11 **SUB-CONTRACTING / SUBLETTING:**

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works.

12 **PENALTY:** 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."

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

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.

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 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, aggrss 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.

**13.0 LIQUIDATED DAMAGES:**

The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Contractor of the terms of this Contract. The Company shall be entitled to set off the entire amounts due from the Contractor against the Rates payable by Company to the Contractor.

**14.0 HUMAN RESOURCE ISSUES:**

1. The Vendor would execute these works through their own resources.
2. The Vendor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Vendor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
3. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract. The detailed penalty clause related to employee's ID card shall be as under:
4. 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.
5. 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.
6. 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.

7. 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:

7.1 # of staff found working without valid ID Cards (ID Cards issued by BRPL Security) / Not carrying ID cards to the workplace

7.2 # of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for

7.3 # 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.

7.4 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.

7.4.1 Even for 1 blacklisted staff identified

7.4.2 Security shall share list of blacklisted staff with BRPL Vigilance, C&M and VSC departments.

7.4.3 VSC shall share the list with respective vendors.

7.4.4 New vendors shall not be penalized for enrolment of blacklisted staff through BRPL Security. However, subsequent enrolment proposal will come under penalty.

7.5 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.

7.6 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.

BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

8. The Vendor to deploy their manpower immediately for carrying out the work as specified above.

9. The Vendor 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 Vendor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.

10. The Vendor shall not deploy the manpower below the age of 18 years or above the age of 58.

11. The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.

12. The Vendor 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 Vendor 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.
13. All safety wears required for the Vendor's manpower during the execution of work must be provided by the Vendor at his own cost and he shall ensure that his employees regularly use such safety gears.
14. The Vendor 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 Vendor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Vendor shall remove such a person objected to and provide a competent replacement immediately. The Vendor will ensure that none of the associate is engaged in any unlawful activities or any other activity subversive of the Client's interest failing which suitable action may be taken against the Vendor as per the terms & conditions of the Agreement. The Vendor will ensure that none of the manpower engaged by them will demonstrate before the offices of the Client with respect to their grievances. In case any of the manpower engaged by Vendor is found indulging in such activities, the Vendor will take suitable action against such of their employees.
15. The Vendor shall ensure compliance with minimum wage requirements of the correct category and ensure the following
  - a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi. Compliance with all other relevant PF, ESI and Insurance laws as applicable per statute. Challans / Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including their own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc. VENDOR will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment before the same is released by the Client.
  - b) Vendor shall comply with provisions of the Payment of Wages Act. 1936, Minimum wages Act-1948, Employees Provident Fund & Miscellaneous Provision Act. 1952, ESI Act 1948, Employer's Liability Act 1936,, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof or any other Act relating to rules made hereunder from time to time. For the said purpose the vendor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Client the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the assignment.
  - c) Contractor shall disburse the salary of his staff through ECS only on or before 7<sup>th</sup> of every month
16. The Company reserves the right to demand the Vendor's services on holidays as well as beyond the normal working hours.
17. The Vendor 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 Vendor as per the terms and condition of this order.
18. The Vendor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

19. The Vendor'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 Vendor'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 Vendor or from any of the invoices payable to him or failing which it shall be recovered as per law.

20. The Vendor shall confirm in writing that he will follow and comply all the statutory acts applicable including but not limited to the following acts where special attention of the CONTRACTOR is required to be drawn towards the compliance of provision (along with the latest amendments/additions).

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Contract Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Employer's Liability Act, 1938.

Further the contractor shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labour acts related to applicable labour laws.

21. The Vendor 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.

22. Vendor 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.

23. In case it is desired by any Labour authorities to produce the records with respect to salary/ PF/ESI/EDIL/Bonus etc, the said record/register will be made available by the Vendor.

#### **15.0 INSPECTION & QUALITY CONTROL:**

15.1 Inspection shall be performed by an inspector / consultant authorized by BRPL Engineer appointed by the company.

15.2 The contractor at his sole expenses shall correct defective work.

15.3 Such certification needs to be done / completed immediately after completion of work and sent to respective office within 5 working days.

#### **16.0 TIME ESSENCE OF CONTRACT:**

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work

and to comply with schedule and shall communicate such actions in writing to employer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the time-lines/ Schedules specified or as may be instructed by the Company from time to time.

**17.0 STATUTORY PERMISSION/ APPROVALS:**

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, 1948, Workman 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, Ministry of Labour and produce the documents whenever necessary. Broadly, the compliance shall be as detailed in ANNEXURE-B enclosed.

**18.0 REPRESENTATION, WARRANTIES AND GUARANTEES:**

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Contract;
- (iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company;
- vi) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, 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 Contract or on the validity or enforceability of this Contract;

**19.0 TECHNICAL INFORMATION/DATA:**

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information,

drawing etc. shall be returned to the COMPANY with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

## **20.0 CONFIDENTIAL INFORMATION**

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others.

The VENDER shall, at all times use their best endeavor to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which:

was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ;

is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;

is received by either the COMPANY or the VENDER from a third party without restriction is independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.

### **Non Disclosure Agreement**

Successful bidders will sign an NDA (Non Disclosure Agreement) as per the format in Annexure –IX.

## **21.0 ASSIGNMENT:**

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

## **22.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:**

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the

The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

## **23.0) FORCE MAJEURE:**

### **1 General:**

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

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

**2. Specific Events of Force Majeure:**

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and Explosions or fires Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character; Declaration of the Site as war zone. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

**3. Notice of Events of Force Majeure:**

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall :

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis

Provide prompt notice of the resumption of full performance or obligation to the other party.

**4. Mitigation of events of force majeure:**

The Contractor shall:

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

**5. Burden of proof:**

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

**6. Terminations for certain events of force majeure:**

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

**24.0 RISK & COST :**

If the Contractor fails to execute the work as per specification / as per the direction of Engineer'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 work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

**25.0 Environmental, Health & Safety Plan:**

Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company.

Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractor's staff are accountable for the following:

- 1 Use the correct tools and equipment for the job
- 2 Keep tools in good condition
- 3 Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- 4 Develop a concern for safety for themselves and for others
- 5
- 6 Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

**CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION:**

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.

While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

1. No construction material/ debris shall be stored on metalled road.
2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
4. The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
5. Over loading of vehicles shall be strictly prohibited
6. The construction material at site shall be stored under wet and covered condition.
7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
10. Wet jet in grinding and stone cutting is being permitted at site.
11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

**26. SAFETY CODE:**

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety

co-coordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety -coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or causalities, extent of properly damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

**27.0 WORKMEN COMPENSATION:**

The Contractor shall take insurance policy at his own cost under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

The CONTRACTOR shall keep the COMPANY indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

The COMPANY shall be entitled to deduct from any money due to or to become due to the CONTRACTOR, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the CONTRACTOR shall abide by the decision of the COMPANY as to the sum payable by the CONTRACTOR under the provisions of this clause.

**28.0 THIRD PARTY INSURANCE:**

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy at his own cost to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or

not engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

**29.0 ACCIDENTAL INSURANCE POLICY:**

Before commencing the execution of the work the CONTRACTOR shall take Accidental 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 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 premium amount for such life cover policy shall be borne by Contractor. The contractor shall furnish copy of policy when demanded by BRPL.

**30.0 COVID Guidelines:**

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 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 as per the instruction of the Engineer in charge.

**31.0 Covid Insurance policy**

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 for the work of the COMPANY. 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 premium amount for such life cover policy shall be borne by Contractor. The contractor shall furnish copy of policy when demanded by BRPL.

**32.0 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) 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 a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be New Delhi only.

**33.0 INDEMNIFICATION:**

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 Work 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 Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

**34.0 GOVERNING LAWS AND JURISDICTION:**

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

**35.0 NOTICE:**

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Rajdhani Power Ltd.

BSES Bhawan, Nehru Place,

New Delhi-110 019

**36.0 PERFORMANCE:**

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

**37.0 ENTIRE AGREEMENT:**

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

**38.0 AMENDMENT:**

Any modification, amendment or other change to this Agreement shall be affected only by a written instrument signed by the authorized representatives of both the COMPANY and the CONTRACTOR.

**39.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall become effective for all purposes from the releasing the LOI / contract and shall remain valid for Two year. The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.

After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If

no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.

**40.0 TERMINATION: in case the Contractor:**

- a) becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Contractor is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.
- c) In the judgment of the Company, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-clause

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of a Contract detriment to Company and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- d) Has abandoned or repudiated the Contract
- e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- g) Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

The Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice the Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.

In case, Contractor fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at contractors’ risk and cost, the same shall be recovered from the amount payable to the Contractor.

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Company reserves the right to

terminate the contract, at any stage without assigning any reasons thereof. In such case, the Company shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

**41.0 VENDOR CODE OF CONDUCT** :Contractor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by contractor encapsulated in the “Vendor Code of Conduct” displayed on the official website of BRPL ([www.bsesdelhi.com](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract.

In event of any such breach, irrespective of whether it causes any loss/damage, company (BRPL) shall have the right to recover loss/damage from Contractor.

The Contractor hereby indemnifies and agrees to keep indemnified the company (BRPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor or its officers, agents & representatives etc.

**42.0 PRIORITY OF CONTRACT DOCUMENTS:**

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

(I) This Contract Agreement

(ii) The Letter of Acceptance/ Intent

(iii) Agreed Minutes of the Tender Negotiation Meetings.

(iv) Agreed Minutes of the Tender Technical Meetings .

(v) The Priced Bill of Quantities

(vi) The Technical Specifications / Scope of work

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

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

**43.0 ACCEPTANCE:**

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractors and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

## PROFORMA FOR FINANCIAL BID

### SECTION IV

S.No.	Description	UOM	Cost in %
1	Percentage of, discount on offered rate of the publications for BSES.	% Discount	

**Note:-Nothing shall be paid extra except GST as applicable on the prevailing rates.**

**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 techno commercially 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.

**SECTION V**

**BID FORM**

To

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

Sir,

1 We understand that BRPL is desirous of servicing of ..... in its 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 undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7 We understand that you are not bound to accept the lowest, or any bid you may receive.

8 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2021

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

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

**SECTION VI**

**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 its Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019, (herein after called —the "Purchaser") in the sum of ..... (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 \_\_\_\_\_ 2021

THE CONDITIONS of this obligation are:

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 in force up to and including Ninety(90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

Bank Guarantee will be submitted by the qualified bidders in due course for BRPL.

**SECTION VII**

**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 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 or 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 2021 at

1. For Bank

2. Signature Name Power of

Attorney No: Banker's Seal

**SECTION VIII****CHECK LIST**

<b>SI No</b>	<b>Item Description</b>	<b>YES/NO</b>
<b>1</b>	INDEX	YES/NO
<b>2</b>	COVERING LETTER	YES/NO
<b>3</b>	BID FORM (UNPRICED) DULY SIGNED (2 COPIES IN DUPLICATE)	YES/NO
<b>4</b>	TENDER DOCUMENTS SEALED & STAMPED AS AN ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
<b>5</b>	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
<b>6</b>	EMD IN PRESCRIBED FORMAT	YES/NO
<b>7</b>	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD, Payable at New Delhi	YES/NO
<b>9</b>	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO

**ANNEXURE-IX**

(To be on a non-judicial stamp paper of Rs.100/-)

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement"), dated this ... day of ... 2020-21 ("Effective Date"), is made by and between:

**BSES Rajdhani Power Ltd.**, a company incorporated under the Companies Act, and having its registered office at \_BSES Bhawan, Nehru Place, New Delhi – 110019 (hereinafter referred to as "BRPL");

and

**XXXXXXXXXXXXXXXXXX** a company incorporated under the Companies Act, having its registered office at \_\_\_\_\_ (herein after referred as "**VENDOR**");

BRPL and VENDOR will collectively be referred to as "Parties" and individually as "Party" and shall, wherever the context admits, mean and include their respective successors-in-interest and permitted assigns..

WHEREAS, during the course of discussions among the Parties relating to award of work order to vendor for door to door survey of consumers, the vendor may be disclosed to the information including the data of consumers, it may consider proprietary and confidential.

BRPL disclosing the information shall be referred to as "Disclosing Party" and the VENDOR receiving the information shall be referred to as the "Recipient/Receiving Party".

**NOW IN CONSIDERATION OF THE PREMISES, AND MUTUAL AGREEMENTS CONTAINED HEREIN, DISCLOSING PARTY AND RECIPIENT PARTY AGREE AS FOLLOWS:**

1. "Confidential Information" shall mean all information of the Disclosing Party/BRPL, including any commercial, financial, technical or other information relating to the past, present and future research, development, business activities, products, and services of the Disclosing Party, which is disclosed to the Recipient in connection with the Business Purpose (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media) and which is marked or otherwise designated as confidential or proprietary or is reasonably understood to be of confidential or proprietary nature. This will include all information/data collected from the consumers of BRPL. Any discussions, whether formal or informal, between the Parties in respect of the subject matter hereof are embodied in the definition of the Confidential Information. Oral disclosures of the Information may be reduced to writing by the Disclosing Party and designated as confidential to the Receiving Party within thirty (30) days of it being disclosed.

2. The Vendor undertakes the following in respect of Confidential Information for which it is the Recipient:
- (a) To treat Confidential Information of BRPL and Its consumers as confidential, using the same degree of care as it uses for its own confidential information of like kind, but no event less than reasonable care;
  - (b) Not without the BRPL's prior written consent, to communicate or disclose any Confidential Information to any person except:
    - (i) only to those employees of the Recipient's organization, on a reasonable need to know basis, who are concerned with the Business Purpose;
    - (ii) where the Recipient is ordered by a court of competent jurisdiction to do so, or there is a statutory obligation to do so, except that the Recipient shall promptly inform the Disclosing Party in writing before any disclosure and shall provide the Disclosing Party reasonable assistance so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement before any disclosure under such order or obligation is made; and
  - (c) to ensure that all Parties mentioned in paragraph (b) above are made aware, prior to the disclosure of such Confidential Information, of the confidential nature thereof and agree to hold such Confidential Information in strict confidence in accordance with the terms of this Agreement and to use its reasonable endeavours to ensure that such Parties comply with their obligations.
  - (d) not to use or circulate such Confidential Information within its own organisation except solely to the extent necessary for the Business Purpose or any other purpose BRPL may hereafter expressly authorise in writing;
  - (e) to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, disclosure, use and misappropriation and to notify the Disclosing Party of any unauthorized use of disclosure; and
  - (f) not to copy or reproduce the Confidential Information of BRPL or its consumers, without the BRPL's prior written consent.
  - (g) ensure that, except for the purposes of this agreement, all copies of Information shall only be reproduced after BRPL's prior written consent, may bear the original legend,

marking, stamp or other positive written identification on the face thereof indicating that the Information therein is proprietary information of the Disclosing Party.

3. The above restrictions shall not apply to information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) that: (a) is or has become publicly known or part of the public domain through no fault of the Recipient; (b) is lawfully received from a third Party without any restriction and without any obligation of confidentiality; (c) is already known to the Recipient with no obligation of confidentiality to the Disclosing Party; (d) is independently developed by Recipient without use of or reference to the Confidential Information; or (e) is approved for release by written authorization of Disclosing Party.
4. Confidential Information shall be deemed the property of the Disclosing Party. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the Vendor any rights by BRPL or otherwise, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information. All confidential information is provided "as is". BRPL does not make any warranties, express, implied or otherwise, including without limitation warranties regarding non-infringement, trademark, copyright, patent or any other intellectual property right or accuracy, completeness or performance.
5. The Parties agree that the provision of Confidential Information hereunder and any discussions held in connection with the Business Purpose shall not prevent BRPL from pursuing similar or other discussions with third Parties. Nothing herein shall obligate or otherwise commit BRPL to purchase any product or service from Vendor. It is agreed by Vendor that it shall not be claiming any right over the said confidential information/data. It is agreed by Vendor that in case of preparation of reports/charts/PPTs containing the data under the ownership of BRPL, BRPL shall be having ownership rights over the said reports/charts/PPTs.
6. Within ninety (90) days after the completion or termination of the Business Purpose, work order or request of BRPL, VENDOR shall promptly deliver to BRPL all Confidential Information and after confirmation as to receipt from BRPL further intimation to BRPL, all copies thereof and destroy or erase any Confidential Information contained in any materials and documentation, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, prepared by or on behalf of the Recipient.
7. Vendor shall not make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of BRPL in any public announcements, promotional, marketing, sales materials or efforts or otherwise without the prior written consent of BRPL.

8. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration according to the provisions of Arbitration & Conciliation Act, 2016 and/or any statutory modifications thereof by an arbitral tribunal consisting of Sole Arbitrator jointly appointed by parties and in case of parties failing to agree the appointment of sole arbitrator, the sole arbitrator shall be appointed in terms of the provisions of Arbitration & Conciliation Act . The seat of arbitration shall be at Delhi. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English.
9. Nothing in this Agreement is intended to confer any benefit on any third Party or any right to enforce any term of this Agreement. This Agreement shall come into force upon execution by the Parties and shall remain valid till the continuance of work order. The rights and obligations of the Parties which have accrued prior to termination shall, however, survive the termination of this Agreement for a period of One (1) years. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
10. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
11. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.
12. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior or contemporaneous agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof.
13. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
14. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the Parties shall be deemed original solely for such purpose.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
16. That the excutory of this instant agreement do hereby confirm and declare that they have standing and competent right to execute this instant agreement and there is no other/further stipulation, which is in contradiction to the terms of this agreement and/or prevent/restrict the execution and/or operation of the terms of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

XXXXXXXXXXXXXXXXXXXX

**BSES Rajdhani Power Ltd.**

\_\_\_\_\_

\_\_\_\_\_

**Name:**

**Name:** \_\_\_\_\_

**Title:**

**Title:**

Witnesses:

Witnesses:

1.

1.

2.

2.

**Communication Details**

**Bidder should furnish the below details for future communication:-**

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

<b>FOR TECHNICAL QUERY:</b>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

<b>FOR COMMERCIAL QUERY:</b>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

**Annexure II**

**Details of Publications**

<b>Publications</b>	<b>Edition</b>	<b>Language</b>
Times of India	Delhi / All-India	English
Hindustan Times	Delhi / All-India	English
Indian Express	Delhi / All-India	English
Hindu	Delhi / All-India	English
Pioneer	Delhi / All-India	English
Millennium Post	Delhi / All-India	English
Statesman	Delhi / All-India	English
Economic Times	Delhi / All-India	English
Mint	Delhi / All-India	English
Hindu Business Line	Delhi / All-India	English
Financial Express	Delhi / All-India	English
Business Standard	Delhi / All-India	English
Navbharat Times	Delhi / All-India	Hindi
Hindustan	Delhi / All-India	Hindi
Veer Arjun	Delhi / All-India	Hindi
Dainik Jagran	Delhi / All-India	Hindi
Dainik Bhaskar	Delhi / All-India	Hindi
Amar Ujala	Delhi / All-India	Hindi
Punjab Kesri	Delhi / All-India	Hindi
Jansta	Delhi / All-India	Hindi
Punjabi Tribune	Delhi / All-India	Punjabi
Inqulab Daily	Delhi / All-India	Urdu
Rashtriya Sahara	Delhi / All-India	Hindi / Urdu
<b>COMBOS</b>		
<b>Publications</b>	<b>Edition</b>	<b>Language</b>
TOI + NBT	Delhi / All-India	
TOI + NBT +ET	Delhi / All-India	
HT+HINDUSTAN	Delhi / All-India	
HT + Hindustan + Mint	Delhi / All-India	
Indian Express + Financial Express + Jansatta	Delhi / All-India	
HINDU + HINDU + BUSINESS LINE	Delhi / All-India	

**Signature:**

**Name of the authorized Signatory:**