

Tender Notification for

**AWARD OF WORK FOR THIRD PARTY INSPECTION OF MATERIALS IN BRPL**

**NIT NO. BR/ENQ/24-25/RB/CR/AG/2238**

Tender issue date: 13.03.2024

Date & time of Submission: 19.03.2024, 03:00 PM

**BSES RAJDHANI POWER LIMITED,**  
BSES Bhawan, Nehru Place, New Delhi-110019  
Corporate Identification Number: U40109DL2001PLC111527  
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## SECTION- I REQUEST FOR QUOTATION (RFQ)

### 1. GENERAL

BSES Rajdhani Power Limited invites sealed envelope for Limited tenders on a “Two Stage: Two Envelope” bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “Third Party Inspection of Material ”in our distribution Company BRPL.

- 1.1. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.
- 1.2. The sealed envelopes shall be duly super-scribed as:

**“NIT NO. BR/ENQ/24-25/RB/CR/AR/2238 Dated: 13.03.2024”  
for  
“Third Party Inspection of Material in BRPL”**

- 1.3. Schedule of the tendering process is given below. Detailed Specification, Scope of Work, Terms & Conditions, etc are mentioned in the Tender documents, which is available on our website.

Duration of the Work	24 Months
Date & time of Submission of Bid	19/03/2024 till 15:00 HRS
Date & time of opening of Techno-Commercial Bid	19/03/2024 at 15:30 HRS

### 2. POINTS TO BE NOTED

- 2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
- 2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.
- 2.3. BSES Rajdhani Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
- 2.4. The bid will be summarily rejected if:
  - (a) Bid received after due date and time.

### 3. QUALIFYING REQUIREMENTS (QR)

The prospective bidder must qualify for all of the following requirements to be eligible to participate in the bidding. Bidders who meet the following requirements will be considered the successful bidder and a bidder who does not meet these requirements shall be disqualified.

#### 3.1 TECHNICAL QR:

S.no	Technical Experience Requirement for third party inspection	Supporting Document Required by BRPL
1	Bidder should have carried out inspections for five or more Power Utilities/ SEBs/PSUs/Govt Organisations in electrical domain in last five financial years.	i. Summary list of executed Purchase orders (as per attached format) ii. Purchase order copies iii Major Inspection reports
2	Bidder must have Accreditation Certificate in accordance with ISO/IEC-17020 as Inspection body from National Accreditation Board for Certification Bodies (NABCB) for inspections in electrical domain.	NABCB Certificate with full scope
3	All Inspectors should have full time degree/diploma in engineering in relevant domain from government recognized university. Inspector should have post qualification experience of atleast 5 years in relevant domain.	CV and work experience details of inspectors <b>annexure IV</b> for CV

#### 3.2 FINANCIAL QR:

- a) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 2020-21 & FY 2021-22 & FY 22-23) should not be less than Rs 50 Lakhs. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number. In case the audited balance sheet is not available with the bidder for FY 22-23, the bidder shall submit the audited balance sheet for FY 19-20 or turnover certified by the auditor.
- b) Bidder must have executed the works of like nature and shall have extensive experience of carrying out similar types of work as specified in the attached BOQ. They should have successfully completed in preceding five years:-  
Three similar completed works of executed value not less than amount equal to Rs. 10 Lakhs (i/c GST) each.  
or  
Two similar completed works of executed value not less than amount equal to Rs. 12 Lakhs (i/c GST) each.  
Or  
One similar completed work of executed value not less than amount equal to Rs. 20 Lakhs (i/c GST) each.

- c) Bidder should have valid Registration of GST & PAN.
- d) Bidder should have fulfilled all statutory compliances like PF, ESI registration, etc.
- e) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India shall lack qualifying pre-requisites to participate in this tender and will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letterhead in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as of the date of submission of the bid. Bidders who are currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.
- f) The bidder shall submit 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, BRPL at its sole discretion shall be free to take all actions as permitted under law, and disqualification from participation in the future tenders of BRPL & its group companies for an indefinite period or period as may be decided by BRPL.
- g) The bidder should submit an undertaking for “No Litigation / No Legal case” is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.
- h) Acceptance for Scope of Work (as per section V & Annexure V)

### 3.3 OTHER REQUIREMENTS:

- (a) The company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and the company's decision shall be final in this regard.
- (b) No joint ventures /consortiums are allowed.
- (c) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to the following:
  - i. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
  - ii. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
  - iii. Organization Chart of the Bidder's Company/organisation
  - iv. Experience details with credentials
  - v. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
  - vi. Work order / Agreement copies along with performance certificates in support of relevant experience
  - vii. Copy of PAN/GST no.

- viii. Non-Disclosure Agreement (NDA) as per the format attached
- ix. Bidder's details as per the format attached

- (d) The bidder should enclose performance certificates in support of relevant experience.
- (e) For Existing vendors of BRPL, the evaluation will also include the performance in the existing contracts. BRPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.
- (f) BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

#### 4. BID SUBMISSION

- 4.1. The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) at the following address:

**Head of Department,  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
1st Floor, "D" Block, BSES Bhawan  
Nehru Place  
New Delhi-110019.**

- 4.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 4.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE 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.

##### **4.3.1 PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):**

The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope super-scribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 3.0,
- c) Technical Literature if any.



- d) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- e) Power of attorney
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms etc
- g) Any other relevant document to support bidder meeting QR

Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BSES website.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT at our website, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

#### **4.3.2PART B: PRICE BID (Envelop-2):**

The second sealed envelope shall contain Price bids in paper form (hard copies and envelope super-scribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

- (a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VII. Any change in price bid format, content may lead to rejection of the bid.
- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

#### **4.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION**

Reverse Auction (RA) shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-III in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. 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 shall be final and binding on the bidders.

## **5. TIME SCHEDULE**

The activities and their timelines are given hereunder which needs to be adhered by the bidders.

S. No.	Activity	Description	Due date
1	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	19.03.2024
2	Opening of Techno-Commercial Bid	Opening of PART-A	19.03.2024
3	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BRPL.Eauction@relianceada.com

## 6. AWARD DECISION

- 6.1. Company intends to award the business on a lowest bid basis, so bidders 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.
- 6.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 6.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.
- 6.4. The 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.
- 6.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. 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.

## 7. MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for the bidders are outlined in the Terms & Conditions of the tender documents. Bidders must agree to these rules prior to participating in the tender. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Conditions. Bidder(s) who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace restricts a bidder from participation in future tenders of BRPL to a length of time as decided by BRPL, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the market place.

- Breach of the terms published in Request for Quotation/NIT
- Misrepresentation of facts, submitting false and fabricating documents

## 8. CONFIDENTIALITY

All information contained in this tender document 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 tender documents remain the property of BRPL and all bidders are required to return these documents to BRPL upon request.

Bidder(s) who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

The bidder shall sign a Non-Disclosure Agreement (NDA) in the format attached in tender document and submit along with its bid.

## 9. CONTACT INFORMATION

Technical & Commercial clarification, if any, regarding this tender shall be sought in writing and sent by e-mail to the following e-mail IDs:

Address	Name/ Designation	Email Address / Phone Number
C&M Dept, 1st Floor, C Block, BSES Rajdhani Power Ltd., BSES Bhawan, Nehru Place, New Delhi – 110019.	<b>Technical</b>	
	Mr. Amit Tomar	Amit As Tomar/REL/RelianceADA@INFOCOMM
	Mr. Abhinav Srivastava	Abhinav R Srivastava/REL/RelianceADA@INFOCOMM
	<b>Commercial</b>	
	Ms. Anima Gaur	<a href="mailto:anima.gaur@relianceada.com">anima.gaur@relianceada.com</a>
	DGM(Contracts)	011-49209429
	Mr. Amitava Nandi,	<a href="mailto:Amitava.Nandi@relianceada.com">Amitava.Nandi@relianceada.com</a>
	AsVP – (Head Contracts)	011-4920 9619

**ACCEPTANCE FOR NO DEVIATION**

**NO DEVIATION -A**

NIT NO & DATE:

We hereby accept all terms and conditions of the technical scope of work as mandated in the tender documents subject to the following deviations as mentioned against the applicable technical qualifying requirement:

<b>S.NO.</b>	<b>SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK</b>	<b>DEVIATIONS, IF ANY</b>

**NAME OF BIDDER**

**SIGNATURE & SEAL OF BIDDER**

**NO DEVIATION -B**

NIT NO & DATE:

We hereby accept all terms and conditions of the commercial requirement as mandated in the tender document subject to the following deviations as mentioned against the applicable commercial qualifying requirement:

<b>S.NO.</b>	<b>S. NO OF COMMERCIAL REQUIREMENTS</b>	<b>DEVIATIONS, IF ANY</b>

Note:-It is important to explicitly include all such terms and conditions which are considered absolutely necessary to be accepted by the bidder without any deviation. The tender document should have a stipulation that deviation to such criteria shall make the bid liable for rejection.

**NAME OF BIDDER**

**SIGNATURE & SEAL OF BIDDER**

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

**1. GENERAL**

BSES RAJDHANI Power Ltd (BRPL), hereinafter referred to as the “Company” is desirous for awarding work of “Third Party Inspection of Material in BRPL” as notified in this tender document.

- 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/documents 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 bidders in any manner it chooses without assigning any reason whatsoever.

**2. SCOPE OF WORK**

Detailed specification/scope of work is provided in Section-V of this tender document.

**3. DISCLAIMER**

- 3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BRPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.
- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder 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.

- 3.3. 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 any way from the selection process for the Work.
- 3.4. Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5. 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).
- 3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BRPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future.
- 3.7. BRPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BRPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.8. The issue of this tender document does not imply that BRPL is bound to qualify any bidder or to award the contract to any bidder. BRPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

#### **4. COST OF BIDDING**

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

#### **5. TENDER DOCUMENTS**

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

*“Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT.”*

- 5.2. The bidder is expected to examine the tender documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender documents in every respect may result in the rejection of the Bid.

## **6. AMENDMENT OF TENDER DOCUMENTS**

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
- (a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
  - (b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

All such corrigendum & amendments will be binding on the bidders.

- 6.3. In order to provide prospective Bidders a 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. PREPARATION OF BIDS & LANGUAGE**

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

## **8. DOCUMENTS COMPRISING THE BID**

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

- (a) Techno-Commercial Bid & Price Bid as elaborated in RFQ. (STRICTLY AS PER FORMAT)
- (b) All the Bids must be accompanied with the required EMD & Tender Fees against each tender.

## **9. BID FORM**

The Bidder shall complete "Original" Bid Form and submit it along with details mentioned in Techno-Commercial bid (without filling price).

## 10. BID PRICES

Bidders shall quote for the entire Scope of work with prices for individual items. The bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

## 11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

## 12. PERIOD OF VALIDITY OF BIDS

12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.

12.2. Notwithstanding above, the Company may solicit the Bidder 's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

## 13. ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Tender 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 Tender Documents.

## 14. 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 in Section-I, RFQ.

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. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

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 signed by the person or persons signing the Bid.

## 15. SEALING AND MARKING OF BIDS



- 15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.2. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1. The Original bid must be timely received by the company at the address specified in Section -I, RFQ.
- 16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. ONE BID PER BIDDER**

Each Bidder shall submit only one Bid by itself. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

## **18. LATE BIDS**

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

## **19. MODIFICATIONS AND WITHDRAWAL OF BIDS**

The Bidder is not allowed to modify or withdraw its Bid after the due date of bid submission.

## **20. EVALUATION OF BID**

- 20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.
- 20.2. BRPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

## 21. CLARIFICATION OF BIDS

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

## 22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.1. 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.
- 22.2. 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.
- 22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.
- 22.4. Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## 23. EVALUATION AND COMPARISON OF BIDS

- 23.1. The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.2. 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 later on the Techno-Commercial Proposals and the Conditionality of the Bidders would be evaluated.

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

- 23.3. 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) Deviations from Tender Documents
- (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
- (e) Change in the quantity from mentioned in the tender

23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.

23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

## 24. CONTACTING THE COMPANY

24.1. 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.

24.2. 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.

## 25. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

## 26. 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 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 need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.

## 27. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract. Further BRPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

**28. 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 successful for award of work/order.

The successful Bidder shall be required to furnish acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Company.

**29. CORRUPT OR FRAUDULENT PRACTICES**

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. 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 behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand & aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

**30. 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.

SECTION – III:

SPECIAL CONDITIONS OF CONTRACT (SCC):

These Special Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed to be supplementary to and complementary of every other part.

**1. DEFINITIONS**

ENGINEER IN-CHARGE (EIC) / OFFICER-IN-CHARGE (OIC)

The term “Engineer-in-charge (EIC) / Officer-in-Charge (OIC)” shall mean the Company's nominated representative for the purpose of supervision of the execution of the Contract. The same shall be mentioned in the Contract.

**2. SCOPE OF WORK as per Attached SECTION V**

**3. EFFECTIVE DATE, TIME AND VALIDITY**

- 3.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for that period.
- 3.2 You are required to mobilize your manpower within 7 days of receipt of WO and commence the activity as per instructions of Engineer In-charge or Company Authorized representative .
- 3.3 The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

**4. ORDER VALUE**

Value of the contract will be contracted out on the basis of finalized rates.

The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to-

- (a) increased labour costs or costs related to vehicles or Transportation cost or Transit cost or Diesel cost or Airfare cost or any cost .
- (b) changes in insurance premiums, and/or
- (c) changes in legislations or regulations relating to the Service.

**5. RATES & ESCALATION**

- 5.1 The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account /reason(s)

- 5.2 The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:
- I. Cost of Labour, tackles and supervision.
  - II. All taxes and levies, including but not limited to GST, etc. as applicable during the currency of the contract.
  - III. Rates shall be valid for all heights and locations.
  - IV. All other expenses incidental to the job.
  - V. The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempts for providing the service.
  - VI. Compliance with all labour laws including Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

## 6. PAYMENT TERMS:

Payment shall be made to you as under:

- 6.1 100% payment shall be released on submission of bill and certification of work completion by Engineer-In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.
- 6.2 The Invoice shall be processed and payment shall be made to contractor on certification of Engineer-In Charge for compliance to check point's given in check list.
- 6.3 The contractor shall submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favour of BSES Rajdhani Power Ltd, BSES Bhawan office, Nehru Place, New Delhi-110019.
- 6.4 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 6.5 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 in the contract.
- 6.6 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

## 7. LIQUIDATED DAMAGES & PENALTY

- 7.1 In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.
- 7.2 If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1.0% of the billed amount of final work

executed for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of billed amount of final work executed. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

- 7.3 Penalty for noncompliance of statutory regulations shall be applicable as defined in GCC.
- 7.4 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.

## 8. INSURANCE POLICIES

The contractor shall take suitable insurance policy for its men and materials as listed below for the resources deployed by him:

### **Group Personal Accident Insurance:**

Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 15 Lakh (Table C Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 15 Lakh.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

This GCC shall form an integral part of the Agreement and will be of full force and effect as if they were expressly set out in the body of the Agreement.

Reference to any legislation or law to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, amended, supplemented or re-enacted, and any reference to a statutory provision, shall include any subordinate legislation made from time to time under that provision.

**1. DEFINITION & INTERPRETATION**

**1.1. Definition**

In the Agreement (as defined below) the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

- 1.1.1. “Accounting Year” means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2. “Applicable Laws” means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3. “Change in Law” means the occurrence of any of the following after the execution of agreement:
- (i) The enactment of any new Indian Law;
  - (ii) The repeal, modification or re-enactment of any existing Indian Law;
  - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
  - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
  - (v) It also includes changes in the tax rates upward or downward.



- 1.1.4. "Change in Service" means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5. "Communication" means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.
- 1.1.6. "Company/Owner/Purchaser/First Party " the terms used in this agreement shall refer to BSES RAJDHANI Power Limited (BRPL) having its office at BSES Bhawan office, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assignees.
- 1.1.7. "Contractor/Agency/Vendor" means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.
- 1.1.8. "Contract" /" Agreement/"Work Order" means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BRPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BRPL.
- 1.1.9. "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10. "Agreement Value/Consideration" means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this

Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.

- 1.1.11. "Force Majeure" shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.12. "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.13. "HSE Conditions" shall mean the BRPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.
- 1.1.14. "KPI" shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis
- 1.1.15. "Manpower" means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.
- 1.1.16. "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.

1.1.17. "Service(s)" / "Works" shall mean Company/BRPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BRPL from time to time under the Contract Period.

1.1.18. "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BRPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BRPL.

1.1.19. "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BRPL, and the permitted legal successors in title to such person, but not any assignee of such person.

1.1.20. "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.

1.1.21. "Tax Invoice" /" Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

## **1.2. Interpretation**

In the Contract except where the context requires otherwise:

1.2.1. Words indicating one gender include all genders

1.2.2. "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record.

1.2.3. Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force

1.2.4. The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities

1.2.5. The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.

- 1.2.6. The terms defined in schedule and the BRPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7. The words "include" and "including" shall be construed without limitation.
- 1.2.8. The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9. The word "consent" wherever used, shall mean prior written consent;
- 1.2.10. In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11. No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right.
- 1.2.12. References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and
- 1.2.13. In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

## 2. PRIORITY OF CONTRACT DOCUMENTS

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

- i) Contract Agreement/Work Order.
  - (a) Special Conditions of Contract
  - (b) General Conditions of Contract
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings
- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

### 3. AMENDMENT

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

### 4. LANGUAGE AND MEASUREMENT

All correspondence and documents relating to this order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension on, units etc.

### 5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

### 6. TAXES & DUTIES

- (i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.
- (iii) Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.
- (iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (i.e., Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.
- (vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e. GST Portal screenshot reflecting name of Recipient/Purchaser along with GSTR-1 and GSTR-3B for month/quarter (as

applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.

- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.
- (ix) The above prices are firm, final and inclusive of all taxes duties levies by state or central Government. No escalation or variation shall be allowed. The fee mentioned above are inclusive of Travelling Charges, lodging and boarding expenses, telephone and communication expenses & all other incidental expenses.
- (x) All taxes and duties including labour cess (except GST) leviable by State or Central Governments or local bodies shall be to the CONTRACTOR 's account including any taxes and duties which may be levied fresh by the Governments during currency of this Agreement. Income tax will be deducted from your bills as Tax Deduction at Source (TDS).
- (xi) GST shall be paid extra at actual 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.
  - (i) As Per Notification No. 10/2023 # Central Tax dated May 10, 2023, as an amendment to notification no. 13/2020-Central tax, dated March 21, 2020 to provide the e-invoice in case turnover is Rs 5 Cr or above be implemented w.e.f August 1, 2023.

## 7. PAYMENT

The payment shall be released to you on a monthly basis for the actual deployment of Engineer as per Assignments given by the Officer - In - Charge & upon submission of the following certificates:

1. Actual utilization of Engineer Man-month.
2. You shall submit monthly bill in triplicate, for verification & release of payment, to the Officer - In- charge on the last day of the month. The Payment shall be released within 30 day of receipt of the bill & after effecting recoveries, if any, through crossed account payee Cheque in your favour. All the bills along with the related documents shall be submitted by you to the Engineer - In - Charge. TDS shall be deducted from your bill as applicable.
3. Vendor also required following the following procedure:

1. With each bill the original call letter should be attached.
2. One bill should be prepared against each call letter.
3. The contractor should submit bills once in a month for all the work executed during each month and date reckoned should be as per the call letter date.
4. The summary of each month's bill should be attached with all the monthly bills and should be in the following format:
  - (i) Call Letter No.
  - (ii) Call Letter Date
  - (iii) Supplier Name
  - (iv) Site Address where inspection conducted.
  - (v) Inspection Date
  - (vi) No. of Days Claimed
  - (vii) Category of Place i.e. (Delhi NCR Locations/Other than Metro locations having Offices & Other Locations without offices).

**4. National Capital Region (NCR) covers the following( Please also Check for the latest update on govt site for NCR coverage which is change as per govt order)**

**4.1 Haryana**

Bhiwani  
CharkhiDadri  
Faridabad  
Gurgaon  
Jhajjar  
Jind  
Karnal  
Mahendragarh  
Nuh  
Palwal  
Panipat  
Rewari  
Rohtak  
Sonipat

**4.2 Uttar Pradesh**

Baghpat  
Bulandshahr  
GautamBuddh Nagar  
Ghaziabad  
Hapur  
Meerut  
Muzaffarnagar  
Shamli

**4.3 Rajasthan**

Alwar  
Bharatpur

**5 Delhi**

Whole of NCT Delhi



(viii) Invoice No. raised against each Call Letter

(ix) Amount of Invoice raised against each Call Letter

## 8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

- 8.1 Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.
- 8.2 Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.
- 8.3 Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

## 9. 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 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 timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

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

## 10. LIQUIDATED DAMAGE

- 10.1 Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding. If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BRPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:



- a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;
- b) Equivalent to the penalties defined in various clauses of tender/contract.

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

## 11. ACCESS TO THE SITE

11.1 The Company shall provide to Contractor the right of access to the Site progressively for the Execution of the Works. The Contractor acknowledges that its access to the Site shall not be exclusive to the Contractor but subject to the restrictions as contained in the Contract as well as the following:

- (a) Any public passage or right existing over any part of the Site from time to time;
- (b) The rights and obligations of persons or authorities under any Applicable Laws; and
- (c) The rights of the Company's Representative, Consultants or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

11.2 If the Contractor foresees any delay in the Execution of the Works due to failure on the part of the Company to provide right of access to the Site, the Contractor shall immediately give written notice to the Company's Representative substantiating its claim for any delay in the execution of the works due to delay in providing the Site. After receipt of such notice, the Company's Representative shall determine extension of time, if any, to be granted to the Contractor and notify the Contractor accordingly. The Contractor acknowledges and agrees that it shall not be entitled to any monetary claim under any circumstances whatsoever due to any delay in handing over of the Site by the Company.

11.3 The Contractor shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Contractor shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed of, in accordance with Applicable Laws.

## 12. INSPECTION & QUALITY CONTROL

Inspection shall be performed by BRPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BRPL.

### 13. REPORTS AND INFORMATION

The Contractor shall be obliged to submit or furnish to Company, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified/required by company. The information shall be provided in a format to be specified by the company to the Contractor. However, company, reserves the right to revise this format which would be communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

### 14. STATUTORY OBLIGATIONS

The Contractor shall ensure the due compliance of all the applicable statutory acts, 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) including any statutory approval required from the Central/State Governments, Ministry of Labour.

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement 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 Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994
- The private security agencies (regulation) Act, 2005 (PSARA – Delhi State)

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

The Contractor shall, prior to commencement of the jobs under this agreement, furnish to the Company the Registration No and Codes of permanent Provident Fund and ESI of its employees.

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, leave etc. applicable as per the

various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

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

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

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 Contractor.

The contractor shall follow all law of the land and prevailing orders issued by various Govt. Departments like Dept of Power / DERC/ NGT/Dept.of Forest/ Dept.of Environment / DPCB / CPCB/ Court orders etc.

## 15. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

If any non-compliance of any Statutory Obligation is observed then an amount equivalent to 1.5 times of the value of the non-compliance will be retained from outstanding (monthly) payment bill, however; if non-compliance is continued, penalty will be levied as follows:

- a. Retained amount will be converted into penalty if Non-compliances are not closed within 60 days
- b. Termination of agreement in case non-compliances are not cleared after show cause in writing.
- c. The imposition of the penalty is without prejudice to the BRPL's right to terminate the Contract. The closure of the work and final settlement of the contract order shall be effected only after issuance of NOC by BRPL.

## 16. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT

16.1 The Contractor and its manpower shall adhere all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.

16.2 During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.

16.2.1 Misconduct shall refer to the following:

- a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.
- b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.
- c. Additional interaction with customer not under purview of task to be performed under agreement.
- d. Provide other customer services with or without a charge unless directed by BRPL.
- e. Accessing BRPL's IT Infrastructure within data centre or anywhere else, in BRPL premises.

16.3 BRPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance offield activities.

16.3.1 Any complaints received by BRPL either directly from the customer or observations through audit or any other sources shall be reviewed by BRPL. The decision of the committee on the final action on Contractor shall be binding.

#### 16.4 PENALTY FOR MISCONDUCT

(a) The penalty to be imposed in case of misconduct shall be as follows:

In case of any misconduct as defined above, a penalty of Rs 5000/- per incidents shall be levied.

(b) In case of multiple incidences of Misconduct:

1) 4 complaints per Qtr OR

2) more than 1 complaint in a month

An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

16.5 The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person

16.6 The Contractor shall collect the following documents from the manpower deputed under this agreement, within two weeks of mobilization and shall deposit the same with BRPL as & when demanded, as follows:

(i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.

(ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.

(iii) Identity Proof: Copy of PAN/Aadhar card should be submitted as identity proof for all personnel.

- 16.7 Contractor shall deploy the manpower in mutual consultation with BRPL representative . BRPL reserves the right to reject deployed manpower, in case the same is not found suitable.
- 16.8 The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BRPL within one month of deployment.
- 16.9 Such reports shall be shared with BRPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

## 17. EVENTS OF DEFAULTS

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

- 17.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 17.2. Failing to complete Contracts in accordance with the approved schedule of Contract.
- 17.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 17.4. Failing to comply with any of the terms or conditions of this Contract.
- 17.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.
- 17.6. Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.

## 18. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the 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 alongwith overhead charges @15% shall be debited to/recovered from the Contractor.

## 19. LIMITATION OF LIABILITY

- 19.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.
- 19.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

## 20. TERMINATION

### 20.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. After termination of the agreement, the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

### 20.2. PREMATURE TERMINATION

The order can be terminated by the Company before the expiry of its term under the following conditions:

- (i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.
- (v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the



decision of the Company as to the amount payable by the Contractor under the provision of this clause.

### 20.3. TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

## 21. GOVERNING LAW AND ARBITRATION

21.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

21.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.

21.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

## 22. FORCE MAJEURE

### 22.1. 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:

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, 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 Agreement 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.

- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Agreement; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause.

## **22.2. Specific Events of Force Majeure**

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

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

## **22.3. Notice of Events of Force Majeure**

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

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Agreement which is affected by force majeure event for the duration of the force majeure event
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

## **22.4. 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 agreement;
- (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.



**22.5. 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 agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

**22.6. Termination for Certain Events of Force Majeure**

If any obligation of any Party under the Agreement 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 Agreement, the Agreement 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.

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

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

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

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

**23. NOTICE & COMMUNICATION**

Any notice or other formal communication to be given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post, A.D. to the addresses of Contractor or BRPL as mentioned herein above or to any other addresses as agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through official e-mail ID of authorized person of Contractor or BRPL.

**24. SAFETY CODE**

24.1. 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 under agreement/work order and shall be entirely responsible for the complete safety of their

workmen as well as other workers at site and premises during performance of work under agreement.

- 24.2. The Contractor shall observe the safety requirements as laid down in the agreement and in case of sub-contract/assignment (only after written approval of company), it shall be the responsibility of Contractor that all safety requirements are followed by the employees and staff of the sub-contractor.
- 24.3. The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its 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.
- 24.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 24.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BRPL 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 BRPL at the end of each month.
- 24.6. The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P , PPE, safety audit reports etc. in line with CEA norms

## 25. WORKMEN COMPENSATION

- 25.1. The Contractor shall take insurance policy at his own cost under the Workmen Compensation Act to cover such workers who are not covered under ESI 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 by the Contractor, the Contractor shall certify for the same.
- 25.2. 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.
- 25.3. 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 amount payable by the Contractor under the provisions of this clause.

## 26. THIRD PARTY INSURANCE

The Contractor shall, before the commencement of work, take a Third Party Insurance of an adequate value, at his own cost and expenses, securing all the risks/losses/damages which may be caused to any third party and/or BRPL and/or its employees/associates, because of the omission/performance of tasks by the Contractor under this agreement. The full and final settlement of claims raised by third parties shall be the sole responsibility of the Contractor without any liability to BRPL.

It is further agreed by the Contractor that in case of defect/damage to the system because of default on the part of the Contractor, the Contractor shall, at its own cost, be liable to replace/rectify the same at the earliest or make good the loss suffered by BRPL.

## 27. DEPLOYMENT OF RESOURCES

- 27.1. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 27.2. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company/Engineer In-Charge finds the resources not suitable or not up to the mark, the Contractor shall deploy the alternate resources immediately.
- 27.3. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.
- 27.4. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on strike or for any other reason likely to lead to loss of

productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the contractor.

## **28. REPLACEMENT OF RESOURCE(S)**

- 28.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.
- 28.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.
- 28.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

## **29. CONTRACTOR'S OBLIGATIONS**

- 29.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.
- 29.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BRPL's requirements. The Contractor shall give notice to BRPL, within forty-eight (48) hours of the receipt of BRPL's requirements, of any error, fault or other defect in the BRPL's requirements or such items of reference.
- 29.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.

## **30. THE COMPANY/BRPL'S OBLIGATIONS/RESPONSIBILITIES**

- 30.1 BRPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the

- 30.2 BRPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Contractor. However, BRPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.
- 30.3 The Company/BRPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.
- 30.4 BRPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BRPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.
- 30.5 BRPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BRPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BRPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

## **31. INDEMNITY**

The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.

The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any negligence or inaction, damage to the property of company caused by the Contractor or its employees.

## **32. SECRECY & CONFIDENTIALITY**

- 32.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 32.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.
- 32.3 In the event of any breach of this provision, the Contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.
- 32.4 The Contractor shall not use the name/logo/emblem of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.
- 32.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non- performance or observance or non- observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.
- 32.6 Contractor shall submit signed NDA as per the format 4.3 attached.

### **33. NON-EXCLUSIVITY**

The award of the work order/agreement to the Contractor shall not preclude the Company from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion may place the order on any other party.

### **34. SEVERABILITY**



If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

### **35. ASSIGNMENT & SUBLETTING**

The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Contract.

### **36. ASSIGNMENT BY THE COMPANY**

The rights and obligations of BRPL under the Contract shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and BRPL's lenders without consent of the Contractor. Upon written notice of seven Business Days (07 days) by BRPL, the Contract shall be deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Contractor and BRPL shall not be obliged to the Contractor after seven days (07) of issue of any further notice.

### **37. NO JOINT VENTURE**

The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.

### **38. WAIVER OF RIGHTS**

No delay or forbearance by company in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power.

### **39. VENDOR CODE OF CONDUCT**

Contractor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by Vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL ([www.bsedelhi.com](http://www.bsedelhi.com)) also, which shall be treated as a part of the agreement.

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 agreement.

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

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

#### **40. DISCLOSURE OF RELATIONSHIP**

The Contractor acknowledges & undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

#### **41. MSME**

- 41.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.
- 41.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract
- 41.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
- 41.4. The Contractor to furnish the undertaking to the Company in this regard.

#### **42. COVID GUIDELINES**

Looking to the prevailing Covid19 situation, Contractor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by MHA / BRPL/ Engineer-in-charge from time to time. Further Contractor shall be required to provide to their staff masks/ sanitizers/ all PPEs required for working in Covid19 situation. The Contractor shall further ensure to work as per the guidelines issued by BRPL and the instruction of the Engineer in charge.

#### **43. ENVIRONMENTAL, HEALTH & SAFETY**

The Contractor will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company/BRPL. Contractors must comply with the requirements, as follows:



- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- (ii) Comply with the procedures provided in the interests of Environment, Health and Safety
- (iii) Ensure that all of their employees designated to work are properly trained and competent
- (iii) 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 supplier/Contractor s' instructions
- (iv) 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
- (v) Provide details of any hazardous substances to be brought onsite
- (vi) Ensure that a responsible person accompanies any of their visitors to site

All personnel deputed by Contractor under agreement shall be accountable for the following:

- (a) Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
- (b) Keep tools in good condition
- (c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- (d) Develop a concern for safety for themselves and for others
- (e) Prohibit horseplay
- (f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

#### 44. 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 the Contractor consisting of general conditions and complete scope of work. Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

## SECTION – V :SCOPE OF WORK

The brief scope of shall be to provide qualified Inspection Engineers basically Electrical Engineer having sound experience (min 5 years) in the field of joint verification and inspection of equipments for power Distribution system at various location all over India. You shall provide the exact nature of services as required by BRPL. You shall be responsible for completing assignments with good quality & within the given time.

You shall ensure effective and efficient services for completion of the assignments. In case the work suffers due to either inefficient, non effective/ non- availability of services from your end, we shall get the same completed through any other source at your risk and cost which shall be recoverable from your bill.

You shall be fully responsible for the secrecy, safety & security of the assignments and all the details /information you may work with for the assignment.

Our manufacturer shall at his expenses provide all reasonable facilities to your Inspecting Engineer. The facilities will include inter alia all materials, measuring Instruments, tools, testing equipments, machining facilities for preparation test pieces and labour etc. The manufacturer shall provide at his expense all materials, labour and transport for carrying out test at premises other than his, if so considered necessary by the inspecting engineer. The testing charges would be borne by the manufacturer/by us. The inspecting Engineer shall have full and free access to the place of the manufacturer during process of manufacturing and during inspection activities.

For carrying out the Inspection we shall provide you copy of Purchase Order, specification to which the stores are ordered and Relevant drawing,/quality assurance plan.

You shall ensure that the work / given assignment is executed as per schedule, system & directions laid down and to the entire satisfaction of the Officer -In -Charge.

Also following responsibilities shall be part of your scope under this contract:

a) Before Inspection:

- (i) You shall provide inspection schedule to CES department and any changes made in the schedule is to be intimated.
- (ii) Documents required for inspection shall be collected from CES dept
- (iii) You shall get in touch with CES team as soon as third party inspection is confirmed.
- (iv) Contact details of inspectors to be shared.

b) During Inspection:

- (i) Testing shall be done as per approved QAP & comments mentioned in the transmittal.
- (ii) Critical issues /deviations to be photographed indicating time and date.
- (iii) A proper photograph showing sealing details to be taken of the equipment sealed for type testing at CPRI/ERDA.

(iv) Discrepancies found during inspection shall be intimated to CES department on same day positively.

c) After inspection:

(i) A short visit report to be submitted by your inspector including inspection experience, description of manufacturing and testing facility at vendor works.

Inspection bill clearance shall be subject to compliance of above.

2. Place of Inspection:

The inspection and testing will be carried out at manufacturer's works as per the purchase order and work order placed by us.

3. Inspection Notice Period :

Minimum 7 days notice shall be given by BRPL to inspection agency to carry out the inspection. In case of urgent inspection requirement; BRPL may ask to depute their inspector on immediate basis.

4. Duration: This Contract shall be valid for a period of two years from the date of issuance. 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 the expiry of the contract.

5. All the bidders have to confirm to comply the general conditions of the tenders as mentioned below:-

5.1 Bidder shall have valid National Accreditation Board for Certification Bodies (NABCB) certificate.

5.2 The engineers deputed must be your employee in permanent roll. The engineer deputed shall not be treated as BRPL employees/ associates for any purpose whatsoever & facilities / benefits applicable to BRPL employees shall not be applicable to your engineer.

5.3 Bidder shall, in no case lease/transfer/sublet/appoint care taker for services no other person except Bidder's authorized representative shall be allowed to carry out the inspection.

5.4 Within BRPL's manufacturers/vendors, Bidder's engineers shall not do any private work other than normal assignments for which BRPL have engaged your organization

5.5 Bidder shall be directly responsible for any/all disputes arising between you & your engineers and shall keep us indemnified against all losses, damages and claim arising thereof.

5.6 The engineers deputed by Bidder shall be subjected to security check by BRPL manufacturer's/vendor's security staff while entering/Leaving the premises.

- 5.7 Bidder shall be fully responsible for theft, burglary, fine or any mischievous deeds by your engineers deputed.
- 5.8 The normal working hours for the engineers deputed shall be from 09.30 AM to 06.00 PM .however, BRPL reserve the right to demand services on as well as beyond the normal working hours, without any extra cost. No overtime or any other charges shall be payable due to above.
- 5.9 Bidder's Engineer who are deputed for any inspection shall intimate BRPL package owner during entry and exit in the factory premises with detailed information in mail/whatsapp/voice communication of daily progress report/Minutes of meeting of the inspection.
- 5.10 During inspection, bidder's Engineer shall regularly talk to BRPL team regarding quantity of sample selection. All the inspections shall be carried out with Cat-1 approved GTP/drawing/QAP by BRPL team only.
- 5.11 In case any engineer leaves the assignment without completion, Bidder shall provide alternate engineer failing which we reserves the right to get the work done at your risk & cost, from any agency.
- 5.12 Bidder shall issue ID cards to their engineers deployed for execution of the assigned works.
- 5.13 Bidder shall be responsible for discipline of your engineers & shall adhere to the disciplinary procedure.
- 5.14 Bidder engineers who are providing services to us have no relation with our vendors, where they are supposed to provide services.
6. The Summary of scope of work is attached as **Annexure -V** which bidders have comply in totality.

ANNEXURE -I :BID FORM

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

Dear Sir,

- 1 We understand that BRPL is desirous of awarding the contract for..... (Name of the Work) work in its licensed distribution network area in Delhi.
- 2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work 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/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.
- 4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
- 5 We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we are aware of the provision of all Laws associated with the supply of equipment's/materials or Services and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that BRPL is not bound to accept the lowest, or any bid BRPL may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
- 10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

Dated this..... day of..... 2024

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

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

(IN BLOCK CAPITALS) .....

## ANNEXURE – II : BIDDER'S DETAILS

S.No.	Item	Description
1	Company Name	
2	BRPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number )	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	

23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2018-19 (Rs. Cr.)	
25	Turn Over FY 2019-20 (Rs. Cr.)	
26	Turn Over FY 2020-21 (Rs. Cr.)	
27	Turn Over FY 2021-22 (Rs. Cr.)	
28	Profit after Tax FY 2018-19 (Rs. Cr.)	
29	Profit after Tax FY 2019-20 (Rs. Cr.)	
30	Profit after Tax FY 2020-21 (Rs. Cr.)	
31	Profit after Tax FY 2021-22 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BRPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

**ATTACHMENT - A**

**Reference List of Order Executed / under Execution by the Vendor (M/s .....)**

**A) Major Orders Executed**

SN	Name of Project	Client name & address	Client contact Detail ( Person name, e-mail ID, Mobile & landline number)	Vendor's Scope of Work	Date Of Award	Value of Work (Rs in Lakhs )	Completion date as per Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration (Y/N) (If Yes, furnish details)	Remarks
1.											
2.											
3.											
4.											
5.											

**B) Orders Under Execution**



SN	Name of Project	Client name & address	Client contact Detail	Vendor's Scope of Work	Date Of Award	Value of Work (Rs in Lakhs)	Completion date as per Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration (Y/N) (If Yes, furnish details)	Remarks
			( Person name, e-mail ID, Mobile & landline number)								
1.											
2.											
3.											
4.											
5.											

ANNEXURE – III

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT  
(To be signed and stamped by the bidder prior to participation in the auction event)

BRPL intends to use the reverse auction 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.

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

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the supplier/Contractor.
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. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
6. In case of intranet medium, BRPL shall provide the infrastructure to bidders, further, BRPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BRPL.

8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

**For.....**

**Signature:**

**Name:**

**Designation:**

Annexure –IV:CV Format

Name :  
Date of Birth :  
Present Position :  
Location :  
Total Experience :  
Experience in current organization :  
Educational Qualification:

➤ **Competency Summary:**

Example:  
Transformer  ..... (Note: if yes put cross in box)  
Switchgear  ..... (Note: if NO put empty box)  
Cables   
Circuit breakers   
isolator

➤ **Professional Qualifications:**

➤ **Training:**

➤ **Employment History:**

<u>Period</u>	<u>Organization</u>	<u>Responsibility/position</u>
May2008 to till Date	XXXXXX Ltd	
01 may 1998		

➤ **Work Experience:**

<u>Organization</u>	<u>Responsibility/position</u>	<u>Brief description</u>
XXXXXX Ltd		
XXXX LTD		

➤ **Major projects handled:**

<u>Clint</u>	<u>Project</u>	<u>Details of Work done in project</u>
XXXXXX Ltd		
XXXX LTD		

Annexure -V

SUMMARY OF SCOPE OF WORK

<b>General Scope:-</b>	
<b>S.No</b>	<b>Description</b>
1	The brief scope of shall be to provide qualified Inspection Engineers basically Electrical Engineer having sound experience in the field of joint verification and inspection of equipments for power Distribution system at various location all over India .Vendor shall provide the exact nature of services(s) required. Vendor shall be responsible for completing assignments with good quality & within the given time.
2	Vendor shall ensure effective and efficient services for completion of the assignments. In case the work suffers due to either inefficient, non effective/ non- availability of services from Vendorr end, we shall get the same completed through any other source at Vendor risk and cost which shall be recoverable from Vendor bill.
3	Vendor shall be fully responsible for the secrecy, safety & security of the assignments and all the details /information Vendor may work with for the assignment.
4	Our manufacturer shall at his expenses provide all reasonable facilities to Vendor Inspecting Engineer. The facilities will include inter alia all materials, measuring Instruments, tools, testing equipments, machining facilities for preparation test pieces and labour etc. The manufacturer shall provide at his expense all materials, labour and transport for carrying out test at premises other than his, if so considered necessary by the inspecting engineer. The testing charges would be borne by the manufacturer/by us. The inspecting Engineer shall have full and free access to the place of the manufacturer during process of manufacturing and during inspection activities.
5	For carrying out the Inspection we shall provide Vendor copy of Purchase Order, specification to which the stores are ordered and Relevant drawing,/quality assurance plan.
6	Vendor shall ensure that the work / given assignment is executed as per schedule, system & directions laid down and to the entire satisfaction of the Officer -In -Charge.
7	The Engineers deputed must be Vendorr employee in permanent roll. The Engineer deputed by Vendor shall not be treated as our employees / associates for any purpose whatsoever & facilities / benefits applicable to our employees shall not be applicable to Vendorr Engineer.
8	Officer -In - charge shall mean the officer appointed (C&M Group) in writing by BSES to act as officer from time to time for the purpose of the operating this order.
9	Vendor shall in no case lease/transfer/sublet/appoint care taker for services.

10	No other person except Vendorr authorized representative shall be allowed to carry out the Inspection.
11	Within our manufacturers, Vendorr Engineers shall not do any private work other than normal assignments for which we have engaged Vendorr organization.
12	Vendor shall be directly responsible for any/all disputes arising between Vendor & Vendorr Engineers and shall keep us indemnified against all losses, damages and claim arising thereof.
13	The Engineers deputed by Vendor shall be subject to security check by our manufacturers security staff while entering/Leaving the premises.
14	Vendor shall be solely responsible for payment of wages, salaries to Vendorr Engineers that might become applicable under any new act or order of Government. We shall have no liability whatsoever in this regard.
15	Vendor shall be fully responsible for theft, burglary, fine or any mischievous deeds by Vendorr Engineers deputed.
16	The normal working hours for the Engineers deputed shall be from 9.30 A.M. to 6.00 P.M. However, we reserve the right to demand services on as well as beyond the normal working hours, without any extra cost. No overtime or any other charges shall be payable due to above
17	Vendor shall arrange necessary insurance cover for Vendorr Engineers engaged for completion of the assignments at our manufacturer work even for short duration. We shall not entertain any claim arising out of any mishap, which may take place during the course of completion of an assignment by Vendorr Engineers. The insurance shall protect Vendor against all claims applicable under the Workmen's Compensation Act, 1948.
18	Order shall be valid upto 18.04.2025. The period can however, be extended for a further period at our sole discretion on the same rates, terms & conditions after successful completion.
19	Vendor will ensure that none of Vendorr Engineer is engaged in any unlawful activities or any other activity subversive of our interest failing which suitable action may be taken against Vendor as per the terms & conditions of this order.
20	In case any Engineer leaves the assignment without completion, Vendor shall provide alternate Engineer failing which we reserves the right to get the work done at Vendorr risk & cost, from any other agency.
21	We reserve the right to terminate this order either in part or in full. Officer - In - Charge shall in such an event give 15 days notice in writing to Vendor.
22	Vendor shall issue Identity Cards to Vendorr Engineers deployed for execution of the assigned works.

23	Vendor shall be responsible for discipline of Vendor Engineers and shall adhere to the disciplinary procedure. We shall be at liberty to object to the presence of any of Vendor representative or Engineers, if in our opinion such Engineer has done any act of misconduct or negligence or otherwise undesirable, then Vendor shall remove such a person objected to and provide a competent replacement immediately.
24	Prior to the deputation of Vendor Engineers, CV's of all the Engineers to be forwarded to us for our verification and approval. Vendor shall depute only those Engineers which shall be cleared by us and suite our requirements. Vendor shall submit a list of Engineers deputed by Vendor mentioning their qualifications, experience and residential address with their Domain expertise. In case of any revision, the same shall be informed to us immediately in writing. Please also send a matrix of engineer with their domain expertise area wise & their experience.
25	Vendor Engineers who are providing services to us have no relation with our vendors, where they are suppose to provide services.
	<b>COMPLIANCE WITH REGULATORS:-</b>
<b>S.No</b>	<b>Description</b>
1	Vendor shall depute Vendor own Engineers for the assignment work. The Engineers deputed will not be treated as our employees / associates for any purpose whatsoever & facilities / benefits applicable to our employees shall not be applicable to Vendor Engineers. Vendor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws as applicable under all the statutory provisions of the labour laws applicable from time to time for carrying out the assignment of the Client. If due to any reason whatsoever we are made liable to meet any obligation under any of the said laws & enactment etc, for any reason whatsoever the same shall be recovered from Vendor or from the bills payable to him or failing which it shall be recovered as per law.
2	It is made clear that Vendor shall submit the Challan in regard to P.F / E.S.I.
3	Vendor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act 1948, Employees Provident Fund & Misc Provision Act 1952, ESI Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, ID Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970 and any other applicable laws.
4	Vendor do hereby undertake to fully comply with the terms and conditions of this order and perform the jobs so assigned to our entire satisfaction. In the event of failure to do so, we shall have the right to terminate the assignment and claim damages as per applicable law and the terms of this Order.
5	Vendor shall make Vendor own arrangement for housing, catering and transportation of Vendor Engineers deputed by Vendor. Use of our facilities shall not be permitted. In the case Vendor Engineers are found making unauthorized used, Vendor shall be liable to reimburse the amount as decided by us and our decision shall be final and binding on Vendor.



6	The Engineers deputed by Vendor shall remain with in the area where the work is being carried out. They will not loiter and shall not enter the unauthorized area.
7	The Engineers deputed by Vendor to ensure proper conduct regarding common decency , morality, intoxicants, fraud, horseplay, day dreaming and such other things having bearing on safety of self, others and equipments.

SECTION-VII: Price bid

<b>Price Format (Tender No. BR/ENQ/24-25/RB/CR/AR/2238)</b>				
<b>S.No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate (WITHOUT GST)</b>
1	Inspection performed at Delhi-NCR location/office locations in any where in India ( per man day)	Man Day	1	
2	Inspection charges at any place in INDIA (except NCR Delhi location) per man day	Man Day	1	

**Note:** GST tax shall be paid extra.