

**Tender Notification for**

**“Hiring of Intermediaries for Bill Collection through Kiosk via Cash/ Cheque/ Card Transactions in BRPL”**

**NIT NO: CMC/BR/20-21/SV/AR/AN/850 DT: 10.04.2020**

**Due Date for Submission of Tender: 30.04.2020**

**BSES RAJDHANI POWER LIMITED,**

**BSES Bhawan, Nehru Place, New Delhi-110019**  
**Corporate Identification Number: U40109DL2001PLC111527**  
**Telephone Number: +91 11 399999444**  
**Website: [www.bsedelhi.com](http://www.bsedelhi.com)**

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**SECTION I**

**REQUEST FOR QUOTATION**

**1.1 GENERAL**

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“Hiring of Intermediaries for Bill Collection through Kiosk via Cash/ Cheque/ Card Transactions in BRPL”**

The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscribed as-**

**“Hiring of Intermediaries for Bill Collection through Kiosk via Cash/ Cheque/ Card Transactions in BRPL”**

**“NIT NO CMC/BR/20-21/SV/AR/AN/ 850 DT: 10.04.2020”**

1.1.1 BRPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.01).

Estimated cost of Contract	: Rs. 55 Lac i/c GST ( 1 year value)
Earnest money Deposit	: Rs 1.1 Lac
Cost of Tender form (Non- Refundable)	: Rs.1180/-
Duration of the Work	: 1 year (from the date of issuance of order) , Extendable upto another one year
Tender documents on sale	: 10.04.2020 (working days)
Date & time of Submission of Tender	: 30.04.2020 till 15:30 HRS
Date & time of opening of Tender (Opening of technical bid)	: 30.04.2020 till 15:45 HRS

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

**Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
1<sup>st</sup> Floor, C Block  
BSES Bhawan, Nehru Place  
New Delhi - 110019**

The tender papers will be issued on all working days upto the date as mentioned above. The tender documents & detail terms and conditions can also be downloaded from the website [www.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## 1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- Request for quotation/ Notice Inviting Tender
  - Instructions to bidders
  - Commercial Terms & conditions
  - Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:
- If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
  - Tender is received after due date and time.

## 1.3 Qualifying Criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding: *(All below mentioned criteria should be met simultaneously).*

### **TECHNICAL CRITERIA**

- Bidder should have extensive knowledge and experience in rendering such services to the institute of large government/ corporate establishment /reputed organization. Total commission received during a year must be a minimum of Rs 10 Lac through a single contract in FY 2018-19/ FY 2019 - 2020
- Bidder must have executed the works of like nature under single contract and should have extensive experience of carrying out similar type of works.
- The bidder should have average annual turnover of Rs. 1 Crore in each of the last three financial years (i.e. FY 2016-2017, FY 2017-2018 & FY 2018-2019).
- The bidder should have minimum experience of 5 years in Bill Collection.
- The bidder should have experience of handling Bill Collections for reputed brands/corporate.
- The bidder should have office in Delhi/ NCR.
- The bidder should not have been at any time debarred/blacklisted by any Government/PSU Enterprise/BRPL/other utilities in India. The bidder should submit an undertaking in their letterhead.

**COMMERCIAL CRITERIA**

1. Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lac from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2019.
2. Bidder should have valid Registration No. of GST.
3. Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.
4. Declaration on bidder's letter head on Pending Legal case / penalty levied (if any) against Statutory non- compliances on a/c of PF / ESI / Bonus / Gratuity etc.
5. The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL at BRPL's sole discretion.

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

Please Note:

- a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- b) Bids received from Joint Ventures / consortium shall not be considered
- c) Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard.

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

- i) Latest audited balance sheet
- ii) Detail of Banker & Cash Credit limit
- iii) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- iv) Memorandum & Articles of Association of the Company
- v) Organization Chart of the company
- vi) Experience details with credentials

- vii) Turnover certificate issued by C.A for the last three (3) Financial Years.

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

#### **1.4 Bidding and Award Process:-**

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

##### **1.4.1 BID SUBMISSION:**

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

Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
1<sup>st</sup> Floor, C Block  
BSES Bhawan, Nehru Place  
New Delhi 110019

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

- EMD of requisite amount
- Bid form as per format attached in Annexure-A
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications
- Documents as mentioned in Appendix-1, Section-IV, Scope of Work

**The technical bid shall also contain this tender Document with all pages signed & stamped with bidder's seal as an acceptance to the terms & conditions mentioned in this tender document.**

**PART B: FINANCIAL BID** comprising of

\* Prices strictly in the Format (1 original only) enclosed in **SECTION V**

#### **1.5 TIME SCHEDULE**

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

S. No.	Steps	Comprising of	Due date
1	Queries	All Queries related to RFQ	17.04.2020 Time: 3:30 PM At BSES Corporate office , Nehru Place
2	PART A Technical and Commercial Bid submission	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG, tender Document with all pages signed & stamped with bidder's seal as a token of acceptance to the terms & conditions as mentioned in this tender document.	30.04.2020 Time: 3:30 PM
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website

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

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

**Part – A:** Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **as mentioned in clause 1.01**. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

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

**Reverse Auction :**

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

The Techno- commercially qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-D 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 is final.

**BIDS RECEIVED AFTER DUE DATE AND TIME SHALL BE LIABLE TO REJECTION**

**1.4.2 Award Decision**

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

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

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

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

e)BRPL management reserves the right to award the contract to one or maximum two bidders in the case of equal quotes by multiple bidders without assigning any reason thereof.

**1.4.3 Market Integrity**

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

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

**1.4.4 Confidentiality**

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

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

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

**1.5 Contact Information**

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head Collection, BRPL Copy to :Head (Contracts)	Head (Contracts)
<b>Mail ID</b>	<a href="mailto:tejprakash.sharma@relianceada.com">tejprakash.sharma@relianceada.com</a>	<a href="mailto:ananda.raj@relianceada.com">ananda.raj@relianceada.com</a> <a href="mailto:amitava.nandi@relianceada.com">amitava.nandi@relianceada.com</a> <a href="mailto:shilpa.suman@relianceada.com">shilpa.suman@relianceada.com</a>
<b>Address</b>	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, “D” Block, BSES Bhawan Nehru Place New Delhi-110019

**SECTION – II: INSTRUCTION TO BIDDERS**

**1.0 GENERAL**

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “are desirous of awarding work for “**Hiring of Intermediaries for Bill Collection through Kiosk via Cash/ Cheque/ Card Transactions in BRPL**”.The Company has now floated tender for this work in BRPL as notified earlier in this bid document

**2.0 SCOPE OF WORK**

The scope work to “**Hiring of Intermediaries for Bill Collection through Kiosk via Cash/ Cheque/ Card Transactions in BRPL**”

For details refer **Section – IV of this tender document.**

**3.0 DISCLAIMER**

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or

any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.

- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

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

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

#### **5. BIDDING DOCUMENTS**

- 5.01 The Scope of 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:

Request for Quotation (RFQ)	- Section - I
Instructions to Bidders (ITB)	- Section - II
Terms & Conditions	- Section -III
Scope of work	- Section -IV
Price Format	- Section V

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

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

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.
- 6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the

deadline for the submission of Bids.

## **7.0 PREPARATION OF BIDS**

### **7.0 LANGUAGE OF BID**

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

### **8.0 DOCUMENTS COMPRISING THE BID**

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

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

### **9.0 BID FORM**

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

#### **9.02 EMD**

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

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (a) BG from a nationalized/ scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

The bidders who are not technically qualified, EMD shall be refunded after price bid opening.

Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work.

The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
  - (i) Accept the Purchase Order, or
  - (ii) Furnish the required performance security BG.
- (C) Misrepresentation of facts influencing the bidding process.

## 10.0 **BID PRICES**

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

## 11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

## 12.0 **PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

## 13.0 **ALTERNATIVE BIDS**

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

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

- 14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the

person or persons signing the Bid.

**D. SUBMISSION OF BIDS**

**15.0 SEALING AND MARKING OF BIDS**

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

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

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

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

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

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

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

**E. EVALUATION OF BID**

**20.0 PROCESS TO BE CONFIDENTIAL**

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

## **21.0 CLARIFICATION OF BIDS**

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

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

- 22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **23.0 EVALUATION AND COMPARISON OF BIDS**

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

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

- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the

following factors, in the manner and to the extent indicated in this Clause:

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

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

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

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

## **F. AWARD OF CONTRACT**

### **24.0 CONTACTING THE COMPANY**

- 24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

### **26.0 AWARD OF CONTRACT**

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

BRPL management reserves the right to award the contract to one or maximum two bidders in the case of equal quotes by multiple bidders without assigning any reason thereof.

### **27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES**

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

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

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

**29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

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

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

**SECTION – III: TERMS AND CONDITIONS**

**1.0 General Instructions:**

**1.01** All the Bids shall be prepared and submitted in accordance with these instructions.

**1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- 1.04** The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.06** Quantity mentioned in SECTION-IV is the total quantity. The company reserves the right to split the order among various successful bidders in any manner he chooses without assigning any reason whatsoever .
- 1.07** Interpretation:
- 1.07.1** The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this service contract and,
- 1.07.2** The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Service Contract to any person or persons or circumstances except as the context otherwise permits.
- 1.07.3** References to the word "include" or "including" shall be construed without limitation.
- 1.07.4** The Appendices annexed to this Service Contract form an integral part of this Service Contract and will be of full force and effect as though they were expressly set out in the body of the Service Contract;
- 1.07.5** Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be 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;
- 1.07.6** The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract;

**2.0** **COMMERCIAL TERMS & CONDITIONS:**

**1. Definition:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Company** shall mean **BSES Rajdhani Power Limited**, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.
- b) **Bidder** shall mean the firm who quotes against this bid enquiry issued by the company.
- c) **Letter of Acceptance** shall mean the official notice issued by the company notifying the bidder that his proposal has been accepted and it shall include amendments thereto, if any, issued by the company. The “Letter of Acceptance” issued by the company shall be binding on the bidder. The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- d) **Month** shall mean the calendar month and **Day** shall mean the calendar day.
- e) **Codes and Standards** shall mean all the applicable codes and standards as indicated in the Specification.
- f) **Offer Sheet** shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- g) **Contract Period** shall mean the period during which the **Contract** shall be executed as agreed between the contractor and the company in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- h) **Acceptance** shall mean and deemed to include one or more of the following as will be stipulated in the specification:
  - i) The written acceptance of material by the inspector at contractors works to ship the materials.
  - ii) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
  - iii) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.
- i) **Rate** : The unit rates for the work as described in the section –IV (scope of work) shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.
- j) **Engineer in Charge (EIC)** shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- k) **Contractor** shall mean the successful bidder / contractor to whom the contract has been awarded.

- l) **Contract**, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed..
- m) **Contract Price** shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- n) **Approved**, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.
- o) **Language and Measurement:**  
The contract issued to the contractor by the company and all correspondence and documents relating to the contract placed on the contractor shall be written in English language.  
  
Metric System shall be followed for all dimensions, units etc.
- iv) **Cost:**The word "Cost" shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.
- p) **Bill Payment** means a publicly accessible online mode/ offline mode which is programmed to provide payment functions for BRPL's Electricity Bills/ Demand Notes/ Prepaid Recharges/ Enforcement Bills
- q) **Business Day** means Monday to Saturday including local public holidays but excluding holidays observed on a national basis;
- r) **Confidential Information** of a party means all confidential information in any form (including without limitation, information relating to trade secrets, business operations, employees, products, technical knowledge and know-how), commercial terms agreed by the party under this agreement , relating to that party or a related corporation to that party;
- s) **Customer Care** means the facilities provided or arranged by VENDOR to provide relevant support and help desk services to facilitate in the upkeep of the Bill Payment Transaction and to resolve payment queries, instantly.
- t) **CPC** means Collection processing Cell of BRPL which is formed for the purpose of processing the collection made from the consumers directly or indirectly toward consumption of Electricity, by the Vendors authorized by BRPL time to time for same purpose.
- u) **EFT** means electronic funds transfer;**EFT Transaction** means a transaction performed through a Bill Payment and switched to a financial institution / Bank;
- v) **Intellectual Property Rights** means:

(y.1) copyright and neighboring rights, all rights conferred by statute, common law or equity in or in relation to inventions (including patents), registered or unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and

(y.2) any right to apply for registration for any of the rights referred to in above paragraph of this definition.

- w) **Law** means the provisions which are existing in present or come into force in future including statute, rule, regulation, proclamation, ordinance, by-law, whether State, federal or otherwise;
- x) **Loss** means any loss, claim, liability, damage, cost and expense (including but not limited to reasonable legal costs and defence or settlement costs);
- y) **Network** means the Bill Payment network;
- z) **Nominated Bank Account** means the bank account of BRPL which will be credited for the gross value of successful Deposit Transactions.
- aa) **Site** means each site on which a Bill Payment is located;
- bb) **Successful transaction** means a transaction which has been credited to BRPL Account and no discrepancy has been reported 60 days thereafter.
- cc) **Term** means the term of this Agreement;
- dd) **Transaction** means successful transaction that has occurred on VENDOR Bills Payments verified, if required by BRPL from the transaction journal of the network including the transaction relations dishonored cheque.
- ee) **Transaction Fee** means the agreed fee paid to VENDOR for each successful transaction.
- ff) **User Acceptance Test** means such testing and/or demonstration of the transactional, cash management and other operational functions of a Bill Payment as VENDOR may consider appropriate from time to time; and
- gg) **IST** means Indian Standard Time.
- hh) **Business Day**

Where 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 next following Business Day

**3. ENGINEER IN-CHARGE:**

The term "Engineer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the work. For this order Engineer In Charge shall be Head collection, BRPL or his nominated representative.

**4. EXAMINATION OF SITE AND LOCAL CONDITIONS:**

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

**5. SCOPE OF WORK :**

The detailed scope of work is given in Section-IV of this tender document.

**6.0 RESPONSIBILITY OF CONTRACTOR**

The Contractor shall be solely liable and responsible for

6.1 Failure to follow any reasonable instructions of the Company associated with the scope of work and/or functioning of the vendor under this agreement, of which the Contractor has to abide and confirm the adherence in writing.

6.2 Carry out any other job, which is not listed above but which which is linked/associated with the terms/functioning of the vendor, as may be instructed by BRPL.

6.3 The contractor shall be responsible to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BRPL. The contractor shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.

6.4 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.

6.6 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.

**7.0 CONTRACT PRICE**

7.1) Rate shall be decided through this tender as per the attached price format

The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever.

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

7.2) The prices/rates quoted for each item/work in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, duties, only GST shall be shown separately. i.e.incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Company.

7.3) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension (s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Company.

7.4) The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.

## **8.0 VALUE OF THE WORK ORDER:**

Value of work order will be worked out on the basis of finalized rates.

## **9.0 TAX & DUTIES:**

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

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

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

#### **10.0) EFFECTIVE DATE OF CONTRACT & PERIOD:**

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

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of two years.

This order shall become effective for all purposes from date of issuance and continue to remain in force for a period of Two year. The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.

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

#### **11.0 CONTRACT PERFORMANCE BANK GUARANTEE**

11.1 CONTRACTOR shall furnish the Contract Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Work Order.

11.2 The Contract Performance Bank Guarantee shall be Rs. 5 Lac per kiosk and shall be valid for contract validity period including any amended tenure, plus 3 months. Further the value may be increased based on collection value (two days maximum collection in a month, average will be based on a quarter).

11.3 The Contract Performance Bank Guarantee shall be issued from any nationalized/ scheduled bank as per company format.

11.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

11.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the Contract performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

## **12.0 TERMS OF PAYMENT:**

100% payment on monthly bills subject to submission of bill in contractor support cell after verification and certification of competent authority of BRPL. The contractor shall raise monthly bills strictly in the format provided by the Company. The contractor shall submit all the enclosures strictly as per the contract and required by the competent authority. Payment terms shall be within 30 days from receipt of invoice supported by BRPL certification.

## **13.00 EVENTS OF DEFAULT**

### **13.01 EVENTS OF DEFAULTS:**

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

- a) Fails to complete execution of work within the terms specified in this work order.
- b) Fails to complete works in accordance with the approved schedule of works.
- c) Fails to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Fails to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Fails to comply with any of the terms or conditions of this work order.
- f) Fails or refusing to pay any amounts due under the Contract.
- g) Becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier.
- h) Fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from the company.

### **13.02 CONSEQUENCES OF DEFAULT**

- (a) If an Event of Default shall occur and be continuing, company may forthwith terminate the Contract by written notice.

- (b) In the event of an Event of Default, company may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
- (i) Present for to the relevant bank the Performance Bond;
  - (ii) Purchase the same or similar Commodities from any third party; and/or
  - (iii) Recover any losses and/or additional expenses company may incur as a result of contractor's default.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

**14.00 HUMAN RESOURCE ISSUES:**

- i. The contractor would execute these works through their own resources.
- ii. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also, the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.  
BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.
- iv. The contractor to deploy their manpower immediately for carrying out the work as specified above.
- v. The contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the execution of the contract. At no point of time

- during the execution of contract, the contractor's employees shall insist upon the company for employment, wages, and allowances or any other related matter, payment etc.
- vi. The contractor shall not deploy the manpower below the age of 18 years.
  - vii. The contractor shall not deploy the female manpower between 7 pm to 6 am
  - viii. The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the company indemnified against all losses , damages and claims arising thereof . The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
  - ix. All safety wears required for the contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing company's work.
  - x. The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the company at site. The company shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.
  - xi. The contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following
    - has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
    - deduct and deposited ESI and PF contribution. Copies of the same shall be submitted
    - Contractor shall disburse the salary of his staff through ECS only.
  - xii. The contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the Engineer in charge immediately in writing.
  - xiii. The company reserves the right to demand the contractor's services on holidays as well as beyond the normal working hours.
  - xiv. The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the company's interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.
  - xv. The contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

- xvi.** The contractor's employees shall not be treated as company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the company's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.
- xvii.** The contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
- a) The Child Labour (Prohibition and Regulation) Act, 1986.
  - b) The Contract Labour (Regulation and Abolition) Act, 1970.
  - c) The Employee's Pension Scheme, 1995.
  - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
  - e) The Employees State Insurance Act, 1948.
  - f) The Equal Remuneration Act 1976.
  - g) The Industrial Disputes Act, 1947.
  - h) The Maternity Benefit Act 1961
  - i) The Minimum Wages Act, 1948
  - j) The Payment of Bonus Act, 1965.
  - k) The Payment of Gratuity Act, 1972.
  - l) The payment of Wages Act, 1936.
  - m) The Delhi Shops & Establishment Act, 1954.
  - n) The Workmen's Compensation Act. 1923.
  - o) The Employer's Liability Act, 1938.

**15.0 STATUTORY OBLIGATIONS:**

15.1 The Contractor shall take all steps, necessary to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation and Abolition Act), 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, 1923, Employee State Insurance Act, 1948 ('ESI'), Public Provident Fund Act, 1968, Payment of Bonus Act, 1965, Copyright Act, 1957, Patents Act, 1970, Trade Marks Act, 1999 and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour in relation to the

Contractor's employee/ labourer/ workmen deployed to perform the Services under this Work Order.

15.2 The Contractor shall, prior to commencement of the jobs under this Work Order, furnish to the Company the permanent Provident Fund Code number and ESI of its employees.

**16.00 WORKMEN COMPENSATION:**

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

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

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

**17.00 THIRD PARTY INSURANCE:**

The Contractor shall, prior to commencement of the jobs under this Work Order, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside agency/ company engaged or not engaged for the performance of the Services and arising out of the execution of the work or temporary work or in carrying out of jobs under this Work Order.

**18.00 STAFF AND WORKMAN**

- (I) It shall be responsibility of contractor, if applicable:
- (a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.
  - b) To obtain workman insurance cover against deployment of workers etc.
- (II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely,
- a) Register of workmen.
  - b) Register of muster roll.
  - c) Register of overtime.
  - d) Register of wages.
  - e) Any other register as per latest amendment Labour Act.

The records shall be in the prescribed formats only.

- (III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.
- (IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.
- (V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.
- (VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.
- (VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

**19.00 SAFETY CODE:**

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for

the complete safety of their workmen as well as other workers at site and premises during execution of contract.

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

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

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

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

**20.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:**

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

- (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 suppliers' 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 contractors' staff is accountable for the following:

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

**21.0 REPRESENTATION, WARRANTIES AND GUARANTEES :**

The contractor hereby represents warrants and guarantees that :

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

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

**22.00 INDEMNITY:**

Notwithstanding contrary to anything contained in this RFQ, contractor shall at his costs and risks make good any loss or damage to the property of the company and/or the other contractor engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other contractor engaged by the company whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

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

- 30.1) any breach, non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.
- 30.2) any act or omission by contractor or its employees or agents.
- 30.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by Company or any other third party at site including adjoining neighbors.
- 30.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

**23.0 ASSIGNMENT**

This Work Order shall not be assigned either fully or in part by the Contractor to any third party without the consent, in writing, of the BRPL and upon such terms as are mutually agreed by both the parties hereto. BRPL may, in whole or in part, assign this Work Order to its affiliates, without the prior written consent of the Contractor. In the event this Work Order is assigned under the terms of this Clause, the assignees of the respective parties shall be bound by the terms and conditions of this Work Order and shall, if deemed necessary by the parties at the time of such assignment, undertake in writing to be so bound by this Work Order.

**24.0 SUB-CONTRACTING / SUBLETTING:**

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

**25.00 RECOVERIES:**

In the event of any money becoming recoverable under this Work Order, from and payable by the Contractor to the BRPL, the BRPL shall be entitled to recover such sum by deducting in part or in whole from any sum payable or thereafter may become payable to the Contractor under this or any other Work Order. In the event that the amount deducted by the BRPL are not sufficient to cover the full amount recoverable the Contractor shall, on demand, make payment of such remaining amount to BRPL. The reason for any such deduction shall be informed to the contractor by BRPL immediately.

**26.00 WAIVER**

Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

**27. MISCELLANEOUS**

**27.1 Relationship between Parties:**

The contractor is serving as an independent contractor of BRPL. The contract creates no partnership, pooling or joint venture relationship between the parties.

**27.2 No Waiver:**

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

**27.3 Severability:**

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

**27.4 Set-off:**

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

**27.5 Counterparts:**

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

**27.6 Inspection:**

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

**27.7 Security Clause:**

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

**28.0 CONTRACTOR'S OBLIGATIONS:**

28.1 The contractor shall provide the Services in accordance with these terms, in full compliance with statutory provisions and the schedules and provide adequate staff (including supervision) fully trained and well equipped and equipments and cleaning materials.

28.2 The Services shall be provided from Monday to Saturday all week days. Sundays closed except for all the sundays of the month of March.

Working hours shall be 9AM - 6 PM , with penalty clause as mentioned below :

Penalty clause:

- (i) The contractor shall have to ensure its operators open and close the kiosk on time, if the occurrence for late opening or early closing is reported more than 3 times for more than ½ an hour in a month, BRPL will levy a penalty @Rs. 200 per such instance per Kiosk of late opening or early closing of a kiosk.
- (ii) The contractor shall have to ensure that CIT (Cash in transit) should be started at 2P.M. to 6PM on every working days in a month except last two working days. On last two working days cash should be started at 4PM to 7PM. Failing with a penalty of Rs.200 per machine, per day shall be charged.
- (iii) The contractor shall ensure that there should be a proper backup of operators so as to manage the situation in cases of absence.
- (iv) Card settlement report is to kept in records with the contractor and should present whenever required. Failure to do so will attract penalty of Rs 500/- per such instance

- (v) In case cash & cheque is not deposited in banking time on any particular day than penalty equal to Bank Interest should be levied, a minimum of Rs 500/- on each such instance.
  - (vi) All Kiosk should work properly on all days including card machines. Required repair & maintenance should be done on regular basis. In case any kiosk remain down for more than one day, than a penalty of Rs 1000/- per day will be levied. In case of Card machines, no penalty will be levied if the same is reported timely to BRPL by the contractor.
  - (vii) Payments file should be Emailed to CPC office before 10.00 am on T+1 basis (all days). In case of delay, a penalty @Rs. 500 per such instance will be levied.
  - (viii) Payments file amount should match with the banked amount. In case of mismatch for more than 5 times in a month, then a penalty of Rs. 500/- will be levied.
  - (ix) All business rules, as given below, are to be followed by the contractor.
  - (x) Cash not to accept for more than Rs 4000/- through a single bill, except in a case where bill mentions consumer as Blind consumer.
  - (xi) No cheque to accept in case of dishonor code active in bill (D coded bills)
  - (xii) No part payments to accept. No Multiple PIS to accept.
  - (xiii) No Multiple payments through a single card. (One card cannot be used for more than 4 times in a month)
- Failure to comply with the above, a penalty of Rs 500/- per such instance will be levied.

28.3 The contractor shall bear all cost of material, manpower and information required for rendering, running, supervising and maintaining the Services and shall procure all items of good quality, so far as practicable bio degradable and fit for their purpose , as approved by the Officer-in-Charge.

#### 28.4 Selection of contractor's Staff:

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

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

28.6 The list of the contractor Staff shall be given to the officer-in-Charge of BSES in advance and such employees shall be issued identity cards as per clause 14(iii), section – III of this tender document.

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

28.8 Health and Safety Policy:

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

28.9 So far as it affects its staff, the contractor shall:

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

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

28.11 In case extra manpower or material is required for reasons of improving the quality and nature of Services, the contractor shall arrange for the same immediately at its own cost.

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

28.13 The contractor shall promptly provide replacements of its staff if, in the opinion of both parties, such person has been consistently under-performing. contractor shall at its own cost, promptly provide replacements of materials if, in the opinion of BSES, such materials have not been as per the standard and quality of BSES.

28.14 In order to maintain high standards of hygiene, general cleanliness and working discipline, contractor shall ensure that his manpower shall come to work as specified in this tender and shall adhere to the hygiene norms. In the event of lapse by any staff to adhere to the norms, BSES may levy a penalty @ as per annexure, per incidence. In spite of levying such penalty If the Service Providers do not, improve, BSES reserves its right to terminate the contract with immediate effect without giving any notice thereof

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

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

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

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

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

**29.0 NON DISCLOSURE AGREEMENT:**

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

**30.00 MOBILISATION:**

The Contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within seven days (7) of receipt of LOI or Work Order whichever is earlier.

**31.00 INDEPENDENT CONTRACTOR**

Nothing in the Work Order shall be deemed to constitute either party (BRPL or Contractor) a partner, agent or legal representative of the other party, or to create any fiduciary relationship between the parties. The Contractor is and shall remain an independent contractor in the performance of its obligations hereunder, maintaining complete control of its employees, agents, sub-Contractors and operations required for performance of the obligations under the Work Order.

**32.00 GOVERNING LAWS AND JURISDICTION:**

This proposed Agreement shall be construed in accordance with and governed by Laws of India.

The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

**33.00 RELEASE OF INFORMATION AND CONFIDENTIALITY:**

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution 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, drawings, records and other documents 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.

This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the execution of this order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of these provisions, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

**34.00 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of Delhi only. The language of Arbitration shall be English.

**35.00 FORCE MAJEURE:**

**a) General:**

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

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

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

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

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

**b) Specific Events of Force Majeure:**

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

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and

Explosions or fires

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

**c) Notice of Events of Force Majeure**

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

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

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

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

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

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

**d) Mitigation of events of force majeure:**

The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

**e) Burden of proof:**

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

**f) Terminations for certain events of force majeure:**

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

**36.00 RISK & COST:**

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

**37.00 SECRECY CLAUSE:**

37.1 The technical information, drawing and other related documents forming part of this Work Order and the information obtained during the course of investigation under this Work Order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of this Work 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 Work Order.

37.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by

the Contractor during the executions of this Work Order, if any, immediately after they have been used for agreed and approved purpose.

37.3 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.

37.4 The provisions of this Clause shall remain effective for a period of five (5) years from the expiry or termination of this Work Order.

37.5 The Contractor shall not use the name 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.

**38.00 NOTICE:**

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

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

**39.00 ENTIRE AGREEMENT:**

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

**40.00 AMENDMENT:**

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

**41.00 NON-EXCLUSIVITY**

The award of this order 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 can place the order on any other party.

#### **42.00 VENDOR CODE OF CONDUCT**

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

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

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

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

#### **43.00 TERMINATION OF CONTRACT:**

If in case the Contractor;

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

For the purpose of this Sub-clause

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

“Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of a Contract detriment to Company and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

The Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice the Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.

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

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Company reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case, the Company shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

**Termination for owner's convenience :** The owner at any time terminate the contract for any reason, by giving the contractor a notice of termination. Upon receipt of the notice of termination, the contractor shall either within 15 days of receipt of such notice, or on the date specified in the notice of termination, carry out the following : Cease all further work, except for such work as the owner may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition.

- Terminate all subcontracts, except as mentioned below.
- Remove all Contractor's equipment from the site, repatriate the contractor's and its sub-contractor's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.
- Deliver to the owner the parts of the facilities executed by the contractor up to date of termination.

- To the extent legally possible, assign to the owner all right , title and benefit of the contractor to the facilities and to the plant and equipment as at the date of termination, and as may be required by the owner, in any subcontracts concluded between the contractor and its sub-contractors.
- Deliver to the owner all non-proprietary drawings, specifications and other documents prepared by the contractor or its sub-contractors as at date of termination in connection with the facilities.

In the event of termination of the contract by the owner, under this clause, the owner shall pay to the contractor the following amounts after setting off the owner's claim if any under the contract:

- a) The contract price, properly attributable to the parts of the facilities executed by the contractor as of the date of termination.
- b) The costs reasonably incurred by the contractor in the removal of the contractor's equipment from the site and in the repatriation of the contractor's and its sub contractors personnel.
- c) Pre- approved and reasonable cost of satisfying all other obligations, commitments and claims that the contractor may in good faith have undertaken with third parties in connection with the contract and that are not covered above.

#### **44.00 ACCEPTANCE:**

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

**SECTION- IV- SCOPE OF WORK**

**1.0 SCOPE OF CONTRACT**

**1. Cash more than Rs.4000/- is not allowed.**

Rs 1/- Revenue Stamp is applicable on and above Rs.5000/- at each transaction (Subject to change as per government laws). Liability of affixing revenue stamp would be on kiosk contractor in all cases. The amount will be reimbursed by BRPL on actual use basis.

**2. Obligations of the Parties**

CONTRACTOR must provide a full end-to-end Bill Payment solution and appropriate support for each Bill Payment.

CONTRACTOR must comply with the obligations set out in schedule 1 with respect to the operation and security of Bill Payment.

BRPL must comply with the obligations set out in schedule 2 to facilitate the installation and operation of Bill Payment in accordance with the terms and conditions of this Agreement.

CONTRACTOR shall ensure to adopt the specifications / features of specified service by the BRPL & must have facilities of payment through Transactions in Cash, Cheque, Credit / Debit Card (To be use on specific direction of BRPL), etc.

BRPL will decide about the number and location for Kiosk and contractor shall have no objection in this regard.

**3. Revenue Sharing**

CONTRACTOR and BRPL agree that if any advertising income becomes available on CONTRACTOR Bill Payment located within a Site, CONTRACTOR will take prior written permission from the BRPL & if allowed, Contractor will share that revenue with BRPL. Furthermore CONTRACTOR agrees to openly disclose any agreement that will impact this revenue sharing and will provide to BRPL an electronic journal on a monthly basis. BRPL retains the right to do any branding around the kiosk also.

**4. CONTRACTOR Services**

CONTRACTOR must provide the following services / comply with the conditions:

- a) Deployment of Bill payment at BRPL locations-collection centers as per the list provided by BRPL at own cost of Contractor
- b) Provide hardware and software at its own cost;
- c) Security of cash & cheque collected their movement and safely deposit with the BRPL designated banks at pre decided timings. (Reports to BRPL on daily basis). Settlement of card payments to be effected on same day of collection.
- d) Insurance for Cheques-in-Transit(CIT) will be taken by the contractor. And in case any cheque(s) is missing, then contractor will be held responsible & LPSC (Late Payment Surcharge) likely to be levied on the consumer will be borne from the contractor.
- e) A system will be configured by Contractor to accept the one single cheque for multiple Bills. And all consumables like paper rolls, the contractor itself will provide Printer-heads etc, and there will be no liability of the BRPL for the same. All business rules, as

- communicated from time to time, will be followed by contractor like no cheque to accept in case of dishonor, cash not to accept for more than Rs 4000/-, No part payment to accept without any bill etc.
- f) Suitably maintain and service the Bill Payment, 2 hours backup facilities must be there in all kiosks. All service/repair and maintenance of kiosks to be handled by CONTRACTOR on priority and in no case kiosk will remain out of order for more than 2 hours.
  - g) Contractor will also take care of the Security of all Cash or Cheques. A suitable Insurance must be taken for that Copy of the same be provided to BRPL. Insurance policy has to be kept alive at all times. Consequences on account of default in this regard shall be solely to the account of the contractor.
  - h) Maintain and bear the expense of all required insurance coverage in relation to the CIT service provided;
  - i) Provide CIT services;
  - j) Formulate and execute the marketing plan and schedule along with BRPL on a mutually agreeable and case-by-case basis.
  - k) Maintain details of transaction volumes within its System & will Provide electronic transaction services, including, without limitation, transaction, settlement and connectivity to the BRPL payments network;
  - l) Co-ordinate the testing, installation and application of Bill Payment.
  - m) Provide supervisors at all Kiosks during operational hours.
  - n) Reply to all customer queries related to payment made on CONTRACTOR machines within 24 hours of it being raised by BRPL;
  - o) Provide with a solution which will be interconnected to all and will consolidate all data at CONTRACTOR server and information can be asked by BRPL any time for any period; same information will be provided by CONTRACTOR to BRPL on priority.
  - p) Be liable for any penalty or LPSC imposed on BRPL that can be reasonably attributed to CONTRACTOR due to failure of its Hardware or Software;
  - q) Provide additional support services and other enhancements like duplicate bill printing etc. that are agreed in writing with BRPL from time to time. These services shall be reflected in the Statements of Work that are signed off by both BRPL and CONTRACTOR. Agency can mention the charges applicable, if any
  - r) Cash/ Cheque Clearance on the same day of collection except 15th Aug, 26th Jan, 2nd Oct, Holi & Diwali & any other day instructed by BRPL. Clearance should be thru covered cash van only (minimum four wheeler) Pick up time can be fixed as per business requirements of BRPL on daily basis.
  - s) "D" Codes bills (Dishonor remark Bills) are to be accepted only by Cards/Pay Order / Demand Draft payable at Delhi.
  - t) A receipt through DeskJet/laser printer will be provided by the contractor to each consumer & BRPL logo will appear on each receipt issued. As per DERC guidelines, No thermal print receipt can be given to consumer.
  - u) No Part-Payment will be accepted by the contractor, however excess payment may be received.
  - v) Cash transaction- more than Rs 4000/- is not allowed (which is based on Hon'ble DERC instructions), which is not applicable in case of Blind person. This will be informed during integration with IT department
  - w) After Due-Date, the payment will be accepted, only with due LPSC amount or as per the guidelines of BRPL from time to time.
  - x) Contractor shall, not later than 10 a.m. of the next Banking Day, either deposit the Day Cash & Cheque Collection in the Bank Account or deliver it to such person as may be

- authorized in writing by the Bill Issuer for this purpose. In the event such Cash & Cheques are deposited in the Bank Account after 10 a.m. in any given day then Contractor shall be liable to pay to the Bill Issuer as sum of Rs.10000/- per day per default; for each additional day OR CC interest on the amount collected and not deposited whichever is Lower.
- y) Payment file to email to BRPL's CPC officers for which email addresses will be provided by BRPL. The payment data should reach CPC office before 10.00 am, next immediate working day of day of collection. In case of delay, BRPL will levy a penalty @Rs. 500 per day.
  - z) Any Liability on non-affixing of revenue stamp will be on the account of Contractor.
  - aa) Contractor shall have to ensure its operators open and close the kiosk on time, if the occurrence for late opening or early closing is reported more than 3 times for more than ½ an hour in a month, BRPL will levy a penalty @Rs. 200 per such instance of late opening or early closing of a kiosk.
  - bb) Contractor shall have to ensure that CIT (Cash in transit) should be on time on every working days as instructed by BRPL. Failing with a penalty of Rs.200 per machine shall be charged.
  - cc) Submit Bank Guarantee with BRPL as per terms mentioned in afore mentioned para 6 of this agreement.

## **5. Reporting**

- a) Stubs of the bill to be delivered at BRPL location (As per Head Collection, BRPL) in Delhi on weekly basis and in case of any clarification, the response will be immediate.
- b) Settlement reports will be provided to BRPL at the end of each day/month detailing the total value of successful transactions and item count for each Bill Payment and will be broken down by transaction type/counter type.
- c) Daily reports to be sent by 10am every day as per the formats agreed, to BRPL location (As per Head Collection) in Delhi and the amounts mentioned in the said daily report shall tally to the Bank amount. In case of any variation and mistakes in the figures in daily reports submitted with CPC and if such mistakes increase upto 5 times or more in a month, then in that case Rs. 500/- on each fault or LPSC amount collected from the consumers by the Contractor whichever, is more that shall be imposed on Contractor as penalty.

## **6. BRPL obligations**

- a) Provide unfettered access to its sites where it has been agreed to allow the deployment of a CONTRACTOR Bill Payment;
- b) Provide CONTRACTOR with space for setting up kiosks at BRPL locations,
- c) Agree to allow CONTRACTOR to place Bill Payment in all of BRPL's collection and other owned locations upon the successful implementation of the sites, terms and conditions to be finalized accordingly
- d) Provide power for the Bill Payment Services;
- e) Provide graphics, logo's and receipt layouts to CONTRACTOR;
- f) Ensure that CONTRACTOR has approval to install the Bill Payment in agreed locations.

**7.0 Penalty:**

7.1 In case of non submission of amount in next business day, a penalty of cash credit of SBI (State Bank of India) charges on the agency subject to two incidents on third incident the contract will be terminated and agency is black listed in BRPL.

7.2 In case of non submission of amount of any consumer payment due to which Late Payment Surcharge (LPSC) will be activate on bill, then the LPSC charges will be paid by agency subject to two incidents on third incident the contract will be terminated and agency is black listed in BRPL.

**8.00 Penalty Clause (If applicable):**

In the event of any non-compliance of statutory requirement under the laws as applicable to the agencies and if

the same is demanded from BRPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BRPL. The imposition of the penalty is without prejudice to the BRPL's right to terminate this contract." "The closure of the work and final settlement of the contract/work order shall be effected only after receiving NOC from BSES".

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

**9.0 Liquidated Damages:**

9.1 Agency shall ensure that the Services are carried out in accordance with the Terms and conditions of this Service Contract. If the Services are not carried out to the satisfaction of BRPL, whose decision will be final and binding, the Bank Guarantee shall be en-cashed and in addition the Agency shall be liable to pay and / or reimburse to the Company a sum equal to Rs. 1 lakh & further the Company reserves the right to terminate the Service Contract & with immediate effect the Agency shall not be liable for any compensation under the Service Contract.

9.2 The parties agree that the above amount is a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Agency of the terms of this Service Contract.

❖ All the terms are applicable on all below mentioned services

**Kiosk Machine Transaction – Present 27 locations, but it may vary as per BRPL requirements.**

- Transaction through Cash
- Transaction through Cheque
- Transaction through Debit/ Credit Card

**Appendix- 1**

**The bidders have to submit the technical details along with the necessary documents for technical evaluation as listed below:**

<b>No</b>	<b>Feature</b>	<b>Category</b>	<b>Description</b>	<b>Bidder must fill/ provide for Technical Evaluation</b>
1	Payment options	Kiosks (accept bills in cash/cheque/card mode)	Kiosk will be installed at BRPL locations only. Even if the kiosks are deployed outside BRPL locations, Kiosk agency will be held liable to pay any rental / electricity charges. The tender is not in favour of fixing any kind of minimum guarantee. The business will be counted as a whole and not kiosk wise.	
2	Value Adds	Instant receipt generation and send out available		
		Local transaction database(for checks) if required	For confirming present transactions	
		Collection of customer contact details		
		Additional Service offerings	Please mention any other value adds bundled	
		Kiosk Downtime alerts		
3	Service Levels	P-file facility with encryption	Share brief methodology for payment file sharing	
		Response SLA on complaints/queries	Latest cycle times(scenario wise)	
		MIS in requisite format		
4	Security	Fraud rate in the past one year	No. of frauds, with categorization, in the last 1 year	
		Data security / server security	Please confirm whether server is PCI compliant or not.	
5	Reliability	Success rate of transaction-including velocity failures	in %	
		Success rate of transaction-excluding velocity failures	in %	
6	Costing	Cash Commercials	Ok	
		Cheque Commercials	Ok	
		Debit Card/Credit Card Commercials	ok	
7	Client base	Client list(Sector wise)	Share a detailed list	
8	Bank Guarantee	BG will be Rs 5 lacs per kiosk Further enhancement will be based on collection (two maximum days	Can be increase as per revenue collection	

		collection in a month, average will be based on a quarter)		
9	Fund remittance	Daily on T+1 basis, where T is day of collection (remittance onbank working days only)	In case of change, please elaborate with reasons	
10	Past performance	Profile, experience with other utilities/ others	Share a detailed list with no of years experience in the related field	
11	Financial health	Share profit/loss of past three years	In case of less than three years of working, may provide data of less years	

**SECTION- V- PRICE FORMAT**

<b>S.No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Rates without GST (in Rs per transaction)</b>
1	Transaction Charges for Cash Collection through Kiosk Machine	Per Transaction	
2	Transaction Charges for Cheque Collection through Kiosk Machine	Per Transaction	
3	Transaction Charges for Debit/Credit Card Collection through Kiosk Machine	Per Transaction	

Note : GST shall be paid extra as per prevailing rates.

**ANNEXURE- A**

**BID FORM**

To

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

1. We understand that BRPL is desirous of carrying out ..... in its licensed distribution network area in Delhi
2. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent
3. If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
4. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest, or any bid you may receive.

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

Dated this..... day of..... 2017

Signature..... In the capacity of  
.....duly authorized to sign for  
and on behalf of(IN BLOCK

CAPITALS).....

**ANNEXURE-B**

**PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract

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

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

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e.

Rs.(Rupees) and it shall remain in force upto and including . Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

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

Dated this Witness

day of 2017 at

1.	For	Bank
2.	Signature	Name

Power of Attorney No:

Banker's Seal

**ANNEXURE-C**

**FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

**ANNEXURE – D**

## TERMS & CONDITIONS FOR REVERSE AUCTION

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

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

**ANNEXURE-E**

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

**NON-DISCLOSURE AGREEMENT**

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

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

and

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

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

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

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

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

1. "Confidential Information" shall mean all information of the Disclosing Party/BRPL, including any commercial, financial, technical or other information relating to the past, present and future research, development, business activities, products, and services of the Disclosing Party, which is disclosed to the Recipient in connection with the Business Purpose (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media) and which is marked or otherwise designated as confidential or proprietary or is reasonably understood to be of confidential or proprietary nature. This will include all information/data collected from the consumers of BRPL. Any discussions, whether formal or informal, between the Parties in respect of the subject matter hereof are embodied in the definition of the Confidential Information. Oral disclosures of the Information may be reduced to writing by the Disclosing Party and designated as confidential to the Receiving Party within thirty (30) days of it being disclosed.
2. The Vendor undertakes the following in respect of Confidential Information for which it is the Recipient:
  - (a) To treat Confidential Information of BRPL and Its consumers as confidential, using the same degree of care as it uses for its own confidential information of like kind, but no event less than reasonable care;
  - (b) Not without the BRPL's prior written consent, to communicate or disclose any Confidential Information to any person except:
    - (i) only to those employees of the Recipient's organization, on a reasonable need to know basis, who are concerned with the Business Purpose;
    - (ii) where the Recipient is ordered by a court of competent jurisdiction to do so, or there is a statutory obligation to do so, except that the Recipient shall promptly inform the Disclosing Party in writing before any disclosure and shall provide the Disclosing Party reasonable assistance so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive

- compliance with the provisions of this Agreement before any disclosure under such order or obligation is made; and
- (c) to ensure that all Parties mentioned in paragraph (b) above are made aware, prior to the disclosure of such Confidential Information, of the confidential nature thereof and agree to hold such Confidential Information in strict confidence in accordance with the terms of this Agreement and to use its reasonable endeavours to ensure that such Parties comply with their obligations.
  - (d) not to use or circulate such Confidential Information within its own organisation except solely to the extent necessary for the Business Purpose or any other purpose BRPL may hereafter expressly authorise in writing;
  - (e) to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, disclosure, use and misappropriation and to notify the Disclosing Party of any unauthorized use of disclosure; and
  - (f) not to copy or reproduce the Confidential Information of BRPL or its consumers, without the BRPL's prior written consent.
  - (g) ensure that, except for the purposes of this agreement, all copies of Information shall only be reproduced after BRPL's prior written consent, may bear the original legend, marking, stamp or other positive written identification on the face thereof indicating that the Information therein is proprietary information of the Disclosing Party.
3. The above restrictions shall not apply to information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) that: (a) is or has become publicly known or part of the public domain through no fault of the Recipient; (b) is lawfully received from a third Party without any restriction and without any obligation of confidentiality; (c) is already known to the Recipient with no obligation of confidentiality to the Disclosing Party; (d) is independently developed by Recipient without use of or reference to the Confidential

- Information; or (e) is approved for release by written authorization of Disclosing Party.
4. Confidential Information shall be deemed the property of the Disclosing Party. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the Vendor any rights by BRPL or otherwise, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information. All confidential information is provided "as is". BRPL does not make any warranties, express, implied or otherwise, including without limitation warranties regarding non-infringement, trademark, copyright, patent or any other intellectual property right or accuracy, completeness or performance.
  5. The Parties agree that the provision of Confidential Information hereunder and any discussions held in connection with the Business Purpose shall not prevent BRPL from pursuing similar or other discussions with third Parties. Nothing herein shall obligate or otherwise commit BRPL to purchase any product or service from Vendor. It is agreed by Vendor that it shall not be claiming any right over the said confidential information/data. It is agreed by Vendor that in case of preparation of reports/charts/PPTs containing the data under the ownership of BRPL, BRPL shall be having ownership rights over the said reports/charts/PPTs.
  6. Within ninety (90) days after the completion or termination of the Business Purpose, work order or request of BRPL, VENDOR shall promptly deliver to BRPL all Confidential Information and after confirmation as to receipt from BRPL further intimation to BRPL, all copies thereof and destroy or erase any Confidential Information contained in any materials and documentation, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, prepared by or on behalf of the Recipient.
  7. Vendor shall not make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of BRPL in any public

- announcements, promotional, marketing, sales materials or efforts or otherwise without the prior written consent of BRPL.
8. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration according to the provisions of Arbitration & Conciliation Act, 2016 and/or any statutory modifications thereof by an arbitral tribunal consisting of Sole Arbitrator jointly appointed by parties and in case of parties failing to agree the appointment of sole arbitrator, the sole arbitrator shall be appointed in terms of the provisions of Arbitration & Conciliation Act . The seat of arbitration shall be at Delhi. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English.
  9. Nothing in this Agreement is intended to confer any benefit on any third Party or any right to enforce any term of this Agreement. This Agreement shall come into force upon execution by the Parties and shall remain valid till the continuance of work order. The rights and obligations of the Parties which have accrued prior to termination shall, however, survive the termination of this Agreement for a period of One (1) years. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
  10. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
  11. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.
  12. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior or contemporaneous agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof.

13. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
14. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the Parties shall be deemed original solely for such purpose.
15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
16. That the executory of this instant agreement do hereby confirm and declare that they have standing and competent right to execute this instant agreement and there is no other/further stipulation, which is in contradiction to the terms of this agreement and/or prevent/restrict the execution and/or operation of the terms of this agreement.

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

XXXXXXXXXXXXXXXXXXXX

**BSES Rajdhani Power Ltd.**

\_\_\_\_\_

\_\_\_\_\_

**Name:**

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

**Title:**

**Title:**

Witnesses:

Witnesses:

1.

1.

2.

2.

**ANNEXURE-F**  
**Communication Details**

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

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

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

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