

Tender Notification for

**AWARD OF CONSULTANCY WORK FOR COMPREHENSIVE FEASIBILITY STUDY
FOR CONVERSION OF EXISTING OVERHEAD ELECTRICAL NETWORK TO
UNDERGROUND ELECTRICAL NETWORK IN BRPL**

NIT NO: CMC/BR/21-22/RB/AR/933 DT: 14.07.2021

Due Date for Submission of Tender: 03.08.2021, 3:45 PM

Date and Time of opening: 03.08.2021, 4:00 PM

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number: U74899DL2001PLC111527

Telephone Number: +91 11 49207235

Website : 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 “AWARD OF CONSULTANCY WORK FOR COMPREHENSIVE FEASIBILITY STUDY FOR CONVERSION OF EXISTING OVERHEAD ELECTRICAL NETWORK TO UNDERGROUND ELECTRICAL NETWORK IN BRPL”.

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

“BID FOR AWARD OF CONSULTANCY WORK FOR COMPREHENSIVE FEASIBILITY STUDY FOR CONVERSION OF EXISTING OVERHEAD ELECTRICAL NETWORK TO UNDERGROUND ELECTRICAL NETWORK IN BRPL”.

“NIT NO: CMC/BR/21-22/RB/AR/933 DT: 14.07.2021”.

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

Estimated cost of work	: Rs.1.78 Crore
Earnest money Deposit	: Rs.3,56,000/-
Cost of Tender form (Non- Refundable)	: Rs.1180/- (including GST)
Duration of the Work	: 150 days (from date of issue of LOI/order)
Tender documents on sale	: 14/07/2021 (working days)
Date & time of Submission of Tender	: 03/08/2021 till 15:45 HRS
Date & time of opening of Tender (Opening of technical bid)	: 16:00HRS on 03/08/2021

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

Head of Department
Contracts & Material Dept.
BSES Rajdhani Power Limited
I Floor, Tender Room, BSES Bhawan
Nehru Place
New Delhi-110019

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

1.2 POINTS TO BE NOTED

1.2.1 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:

- a) Request for Quotation
- b) Instructions to Bidder
- c) Commercial Terms and Conditions
- d) Estimated Tender Cost
- e) Scope of Work
- f) Price Format
- g) Bid Form
- h) Performa of Contract Performance Bank Guarantee
- i) Format for EMD Bank Guarantee
- j) Terms & Conditions for Reverse Auction

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:

- (i) 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.
- (ii) If Tender is received after due date and time.

1.2.6 Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final. Further formation of cartel and indulging in any unfair business practice shall be a negative for the bidders and be liable for rejection of the bid.

1.3 Qualifying Criteria:-

1.3. A. Technical & Commercial:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding:

Technical Qualifying Criteria:

The order shall be awarded on “**Single Point Responsibility Basis**” covering end to end work as per tender specification.

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The order shall be awarded on “**Single Point Responsibility Basis**” covering end to end work as per tender specification.

(A) For Consultancy Work:

Sl .	Technical Eligibility criteria	Supporting documents required												
	The Network Analysis software to be used must be of international standard and have at least 5 installations in Indian power utilities.	The bidder must state the names of the power utilities along with the contact details of the existing users of software												
2.	The bidder should have executed at least five similar projects (involving system studies /network analysis) for power utilities.	Proof: Necessary Purchase order/LOI/ Contract/Certification on client letterhead/ Performance certificate as proof of services provided												
3.	The bidder should have executed similar projects (involving system studies/network analysis) for power utilities with total executed value of not less than Rs. 1 crore (i/c GST) in the last five (5) years	Proof: Necessary Purchase order/LOI/ Contract/Certification on client letterhead/ Performance certificate as proof of services provided												
4.	The bidder must have been in the Network Analysis software-based power system analysis and network digitization services for the last 5 years or more.	Relevant documents to be submitted as proof												
5.	<p>The bidder should have at least following personnel in application of simulation-based Network Analysis.</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Cadre wise Detail</th> <th>Nos.</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Principal Consultant (>15 Years Exp)</td> <td>1Nos.</td> </tr> <tr> <td>B</td> <td>Senior Consultant (>8 Years Exp)</td> <td>2 Nos.(min)</td> </tr> <tr> <td>C</td> <td>Analyst (>5 Years Exp)</td> <td>2 Nos.(min)</td> </tr> </tbody> </table> <p>Consultants must have qualified team with Degree in Engineering Electrical</p>	Sl. No	Cadre wise Detail	Nos.	A	Principal Consultant (>15 Years Exp)	1Nos.	B	Senior Consultant (>8 Years Exp)	2 Nos.(min)	C	Analyst (>5 Years Exp)	2 Nos.(min)	The bidder shall furnish the CVs (curriculum vitae) of its relevant personnel.
Sl. No	Cadre wise Detail	Nos.												
A	Principal Consultant (>15 Years Exp)	1Nos.												
B	Senior Consultant (>8 Years Exp)	2 Nos.(min)												
C	Analyst (>5 Years Exp)	2 Nos.(min)												
6.	No deviations from terms and conditions of Bid document.	Proforma for ‘no deviations’ document duly filled and signed by the bidder is to be submitted												

B) For Field Survey :

Sl .	Technical Eligibility criteria	Supporting documents required						
1.	The bidder should have executed at least five similar projects (involving at least field survey) for power utilities.	Proof: Necessary Purchase order/LOI/ Contract/Certification on client letterhead/ Performance certificate as proof of services provided						
2.	The bidder should have executed at least one similar projects (involving at least field survey) for power utilities in last five (5) years.	Proof: Necessary Purchase order/LOI/ Contract/Certification on client letterhead/ Performance certificate as proof of services provided						
3.	<p>The bidder should have at least following personnel in area of field survey.</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Cadre wise Detail</th> <th>Nos.</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Surveyors (>2 Years Exp)</td> <td>5Nos.(min)</td> </tr> </tbody> </table> <p>Consultants must have qualified team with Diploma /ITI in Electrical Domain</p>	Sl. No	Cadre wise Detail	Nos.	A	Surveyors (>2 Years Exp)	5Nos.(min)	The bidder shall furnish the CVs (curriculum vitae) of its relevant personnel.
Sl. No	Cadre wise Detail	Nos.						
A	Surveyors (>2 Years Exp)	5Nos.(min)						
4.	No deviations from terms and conditions of Bid document.	Proforma for 'no deviations' document duly filled and signed by the bidder is to be submitted						

For Existing vendors of BRPL, performance shall be measured on earlier executed similar works/ other works and will be taken into account in technical evaluation for qualification of bids.

Commercial Qualifying Criteria:

S. No.	Financial Eligibility criteria	Supporting documents required
1	The Average Annual Turnover of the Bidder should be at least Rs. 5,00,00,000/- (Rs. Five Crores) during the last 3 financial year ending 31-03-2021.	UDIN based Certificate issued by CA , certifying the turnover
2	The bidder should have a positive net worth not less than paid-up equity, in each of the last three audited financial years.	UDIN based Certificate issued by CA , certifying the same
3	Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lakhs from any nationalized/ scheduled commercial bank. It should not be older than 01 st April 2021	Bidder to submit latest solvency certificate issued by a nationalized/ scheduled bank

4	Bidder should have PAN No & GST number	Copy of PAN card and GST registration to be submitted
5	Bidder should submit undertaking on their letterhead that the bidder has not been blacklisted/debarred by any Private/central/state government institution including electricity boards in the last 5 years.	A self-declaration to this effect shall be furnished by the bidder.

The bidder should give an undertaking in their 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 any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including blacklisting may be initiated by BRPL at BRPL's sole discretion.

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, 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. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL. The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

- i) Firms who are debarred/ blacklisted in other utilities /BSES & in India in last 5 years will not be considered.
- ii) Company reserves the right to carry out technical capability/ infrastructure assessment of the bidders by facility/office inspection or by any other means and company's decision shall be final in this regard.
- iii) No joint ventures/ consortiums are allowed.

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

- a) Last Three Financial Years (FY 18-19, 19-20 & 20-21) financial statement.
- b) Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns/ PF and ESI returns etc. i.e upto FY 20-21.
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company.
- f) Experience details with credentials.

BRPL 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 bidders.

BRPL may ask for any other document as may be required to substantiate/ justify the submissions made by bidders.

1.4 Bidding and Award Process:-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. The bidder should submit complete tender documents signed and stamped with bidder's seal as an acceptance to all terms & conditions of the Tender.

BRPL shall respond 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
1st Floor, C-block, BSES Bhawan,
Nehru Place,
New Delhi 110019

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- A detailed write up citing strategy, plan methodology and deliverables of the project.
- 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
- Complete tender documents signed and stamped with bidder's seal as an acceptance to all terms & conditions of the Tender.

PART B: FINANCIAL BID comprising of

* Prices strictly in the Format enclosed in SECTION IV

Table 1 Bid Process Timelines

S. No.	Steps	Comprising of	Due date
1	Pre Bid Queries, if any	All Queries related to RFQ to be emailed by 21.07.2021 at the following contacts: - Mr. Pramod Mishra and Mr. Lokesh Thakur , Contact No. 011-4920-9099, Mail ID: lokesh.thakur@relianceada.com Mr. Ananda Raj (C&M) and Ms. Rajni Bhagia, Contact No. 011-4520-9586, mail id : rajni.bhagia@relianceada.com Pre Bid Meeting shall be through WebEx on 23rd July 2021 at 03:00 PM for addressing all Queries related to RFQ on following link:- https://bsesbrpl.webex.com/join/rakesh.bansal	23.07.2021
2	Submission of PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Technical Literature/ list of makes etc Any other relevant document. Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc.	03.08.2021
3	Submission of PART B Technical and Commercial Bid	Price strictly in the Format enclosed (Section IV) indicating Break up regarding basic price, taxes & duties etc.	03.08.2021

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. 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.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

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

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as APEENDIX-I in this tender document. Training/details shall be provided to bidders before participation in auction.

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

In case RA is not concluded/conducted for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders

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

d) 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.

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

f) BSES reserves the right to split the tender quantity amongst techno-commercially qualified bidders on account of delivery requirement in tender, quantity under procurement etc.

BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders.

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

	Technical	Commercial
Contact Person and mail id	Head (TSG) BRPL Mr. Sheshadri Krishnapura Mr. Lokesh Thakur lokesh.thakur@relianceada.com Copy to :Head (C&M)	Head (C&M) & Head (Contracts) Ms. Rajni Bhagia, rajni.bhagia@relianceada.com ,
Address	BSES Bhawan, BSES Rajdhani Power Ltd, Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, "C" 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 **AWARD OF CONSULTANCY WORK FOR COMPREHENSIVE FEASIBILITY STUDY FOR CONVERSION OF EXISTING OVERHEAD ELECTRICAL NETWORK TO UNDERGROUND ELECTRICAL NETWORK IN BRPL**”.

1. Bids shall be prepared and submitted in accordance with these instructions.
2. Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs. Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
3. The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
4. Issue of RFQ is not deemed as qualified for the job. BRPL’s assessment of the bidders capability to execute the job and decision of BRPL to qualify the bidder shall be final. 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.
5. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. No deviation to the terms & conditions shall be accepted. 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.
6. The price format shall legibly handwritten in ink by the bidder. Printed price format shall not be allowed.
7. Company reserves the right to award the work to one or more bidders.
8. The decision to place order/LOI is the sole prerogative of the company.
9. In case any vendor is found unsatisfactory post award of contract, the award will be cancelled and BRPL reserves the right to award other vendors who are found capable.
10. 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.

2.0 SCOPE OF WORK

The complete scope of work has been defined in relevant section of this tender document.
The Bidder shall mandatorily submit bids for relevant tender.

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding 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 a rising 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).

4.0 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.

5.0 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:

SECTION I	Request For Quotation
SECTION II	Instructions to Bidder
SECTION III	Commercial Terms & Conditions
SECTION V	Scope of Work
SECTION VI	Price Format

- 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

7.1 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

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

10.0 EMD (EARNEST MONEY DEPOSIT)

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

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

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

The EMD may be forfeited in case of:

- (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) in the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order/Work Order, or
 - (ii) Furnish the required performance security BG.
- (c) If the bidder is found to have submitted false or forged any of the documents/certificates/information

11.0 BID PRICES

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

12.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

13.0 PERIOD OF VALIDITY OF BIDS

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

13.02 Notwithstanding Clause 13.01 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.

14.0 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.

15.0 FORMAT AND SIGNING OF BID

- 15.01 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 and16.0.
- 15.02 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.
- 15.03 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.
- 15.04 Bid shall be signed with stamp by the bidder on all the pages.

D. SUBMISSION OF BIDS

16.0 SEALING AND MARKING OF BIDS

- 16.01 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.
- 16.02 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 for both the options to be submitted in separate sealed envelopes and 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“.
- 16.03 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.

17.0 DEADLINE FOR SUBMISSION OF BIDS

- 17.01 The original Bid must be timely received by the Company at the address specified in Section-I
- 17.02 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.

18.0 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.

19.0 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.

20.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

21.0 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.

22.0 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.

23.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

23.01 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.

23.02 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.

23.03 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.

23.04 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.

24.0 EVALUATION AND COMPARISON OF BIDS

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

24.02 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.

24.03 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. No deviation to the bid terms and conditions shall be acceptable.

24.04 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

25.0 CONTACTING THE COMPANY

25.01 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.

25.02 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.

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

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

27.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been

Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order other bidders in the tender.

28.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

29.0 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.

30.0 CORRUPT OR FRADULENT PRACTICES

30.01 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.

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

SECTION – III: TERMS AND CONDITIONS**COMMERCIAL TERMS & CONDITIONS:****1. DEFINITIONS and INTERPRETATION:**

The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

1.1. **Company :** The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number : U74899DL2001PLC111527, Telephone Number : +91 11 49207235. Website: www.bsesdelhi.com and shall include its authorized representatives, agents, successors and assigns.

1.2. **CONTRACTOR:** shall mean the successful bidder and shall include its authorized representative, agents, successors, and assigns.

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

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

1.5 **ENGINEER IN CHARGE:** "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be respective Head TSG (BRPL) or any of his nominated representatives.

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

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

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

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3.0 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 dimension, units etc.

4.0 SCOPE OF WORK:

The scope of work to be carried out against this contract shall be as specified in Annexure A.

5.0 TERMS OF PAYMENT:

The total professional fees for this assignment shall be on lumpsum basis including GST/ applicable taxes payable upon completion of the Milestones as under:

Sr no	Description	Total %
1	Mobilization Fee (upon signing of contract & NDA) against submission of BG of equivalent amount valid up to completion period, plus three (3) months claim period. In case of delay, the BG shall be extended suitably.	10
2	Submission of Comprehensive Draft Report	30
3	Acceptance of Comprehensive Draft report by BRPL	10
4	Submission of Final Report with all backup	30
5	Acceptance of final report by BRPL	20

Above payments shall be made to you within 30 days on submission of your Bills duly certified by Engineer-in-charge.



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All quoted rates shall remain firm for the quantity defined in “**Table:- Details of BRPL Overhead Network under scope of study**” till the work is completed.

Bidder shall also quote unit rate for additional circuit kilometer at each voltage. Reconciliation shall be based on GIS shape length.

6.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEES:

6.1 CONTRACTOR shall furnish the Security 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.

6.2 The Security Performance Bank Guarantee shall be of 5% of the total initial value of order and shall be valid till contract period, plus three (3) months towards claim period.

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

6.4 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.

6.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security 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.

7.0 RATES:

The rates for above scope of work shall be as finalized through this tender. The rates shall be firm for the entire duration of work carried out by the contractor under the order and are not subject to escalation 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.

8.0 TAX & DUTIES:

All taxes and duties including labour cess (except GST) leviable by State or Central Governments or local bodies shall be to the CONTRACTOR 's account including any taxes and duties which may be levied fresh by the Governments during currency of this Agreement. Income tax will be deducted from your bills as Tax Deduction at Source (TDS).

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

9.0 COMPLETION PERIOD:

You are required to mobilize your manpower and commence the activity as per instructions of Engineer In-charge. The completion period shall be 150 days from the date of issue of LOI. Detailed Completion Period is mentioned in Annexure – A Scope of Work.

10.0 LIQUIDATED DAMAGES:

In the event of any delay in the work specified beyond the stipulated completion date due to reasons solely attributable to the Contractor, the Contractor shall pay to the CUSTOMER penalty for delay.

If the Contractor failed to complete the work within the time period specified in the contract, the Company shall, without prejudice to its other remedies under the Contract, deduct a sum equivalent to 1% of the delayed value for each week or part there of delay until the actual date up to a maximum deduction of 10% of total delayed value.

11.0 THIRD PARTY INSURANCE:

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

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

11.0 ACCIDENTAL INSURANCE POLICY:

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by the company.

12.0 Guidelines for working in Covid19 situation:

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

13.0 Insurance for Covid 19:

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

14.0 REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;

iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Contract;

(iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;

v) 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;

15.0 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 must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing COMPANY's work.

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.

16.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

- (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.

17.0 INDEMNIFICATION:

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

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY. Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

18.0 ASSIGNMENT:

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

19.0 GOVERNING LAWS AND JURISDICTION:

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

20.0 ARBITRATION:

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

21.0 FORCE MAJEURE:**21.1 General:**

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

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

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

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

21.2 Specific Events of Force Majeure:

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

The following events and circumstances:

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

Explosions or fires Public disorder, insurrection, ebllion, 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.

21.3 Notice of Events of Force Majeure:

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

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

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

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

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

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

21.4 Mitigation of events of force majeure:

The Contractor shall:

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

21.5 Burden of proof:

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

21.6 Terminations for certain events of force majeure:

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

22.0 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge 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.

23.0 SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information



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

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

24.0 NOTICE:

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

Head of Department

Contracts & Material Deptt.

BSES Rajdhani Power Ltd

I Floor, "C" Block, BSES Bhawan

Nehru Place

New Delhi-110019

25.0 AMENDMENT:

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

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

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

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

1. No construction material/ debris shall be stored on metalled road.

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

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

27.0 GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS/ DUG AREA WHILE DOING WORK AT SITE IN BRPL AREA:

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.



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e) If they are required to be covered, it shall be ensured that the covers are in place.

The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines.

Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

28.0 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 without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

29.0 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 description places the order on any other party.

30.0 TERMINATION:

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

The Contract can be terminated by either party by giving to the other one month's notice thereof. The Company reserves the right to terminate the contract without notice incase of unsatisfactory work or non-compliance with any of the above stated terms.

31.0 VENDOR CODE OF CONDUCT:

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

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

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

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

32.0 PRIORITY OF CONTRACT DOCUMENTS:

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

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

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

33.0 STATUTORY COMPLIANCES:

The CONTRACTOR shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary.

34.0 ACCEPTANCE:

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

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

ANNEXURE-A**SCOPE OF WORK****1. INTRODUCTION:**

BSES Rajdhani Power Limited (BRPL) is a leading electricity distribution utility in India. BRPL distributes power to an area spread over 750sqkm with a customer density of approx 3700 per sq km. Its over 2.8 million customers are spread in across south and west areas of Delhi.

BRPL has a much diversified customer base in its licensed area from sparsely populated rural areas to busy urban and commercial centers with a distribution network which is combination of both overhead (OH) and underground (UG) lines/feeders.

While new feeders are generally being laid underground, old overhead networks are also gradually being converted into Underground under different projects. Still, a significant portion of Overhead network exists in the distribution system.

Overhead network pose various challenges in different areas like:

- a) Safety - Rising encroachment has resulted in reduced clearances leading to growing safety concerns from overhead and bare network.
- b) Reliability – Electricity Regulator has proposed ambitious targets for network reliability along with penalty clause in the event of non-compliance. Overhead networks are prone to frequent faults due to external factors leading to higher outages.
- c) AT&C Loss - Overhead network at Low voltage level is prone to tampering / piercing. Hence, it is necessary to explore ways to convert to underground network to minimize power theft.
- d) Operation & maintenance – O&M Expenses varies at various voltage levels. Overhead networks have high maintenance costs.
- e) Space constraint - High load density and load growth has resulted in severe space constraints for power infrastructure including poles for overhead feeders.
- f) Aesthetics - Being capital city, there is an obligation to ensure that the power infrastructure does not hamper the aesthetics.

Since overhead network has its own challenges as outlined above, it becomes imperative to convert to underground network wherever possible.

2. INTENT OF SPECIFICATION:

BRPL intends to engage CONSULTANT for undertaking comprehensive feasibility study for evaluation of Pros and Cons including recommendations for design of new electrical network, timelines, key principles to be

followed in implementation of the recommendation in relation to the conversion of existing overhead electrical network comprising of

- A) 66kV, 33kV and 11kV network including conversion of HVDS to LVDS
- B) 415V LT network

in its licensed distribution area, so that the same may be submitted to regulator for further approval.

Sl.No	Voltage Level	Line Length in km
1	66kV	241
2	33 Kv	83
3	11 Kv	1155
4	HVDS	1125
5	0.415 kv	8614

The bidder shall acquaint himself with existing BRPL GIS system, if necessary, before submitting the bid.

3. SCOPE OF WORK

The scope of the study shall broadly include but not limited to the following:

- a) 100 % foot survey of the overhead network for feasibility assessment of conversion of existing overhead network to underground network including feasibility assessment of conversion from HVDS to LVDS system..
- b) Conducting load flow & contingency analysis of “As-is Network” & “post conversion network” for ensuring parameters within limits, meeting N-1 contingency at all levels and minimizing technical loss.
- c) Preparation of Detailed Project cum Feasibility Report.
- d) Quantification of benefits of converting overhead network to underground network for following parameters
 - i. Safety
 - ii. Reliability
 - iii. AT&C Loss
 - iv. Operations & Maintenance
 - v. Space constraint
 - vi. Aesthetics
- e) Cost benefit analysis and payback period for overhead to underground conversion.
- f) Preparation of CAPEX requirement and project roadmap for execution.
- g) Preparation of detailed design for proposed undergrounding network.

4. METHODOLOGY:**4.1 Feasibility Assessment Network Design:-**

4.1.1 Carry out site visits to assess area wise feasibility for conversion to underground. It is envisaged to do 100% foot survey of overhead network of 11kV and above (including HVDS installations) and assess the conversion feasibility.

4.1.2 Carry out site visits to assess area wise feasibility for conversion to underground. It is envisaged to do 100% foot survey of overhead network of 0.415 kV existing overhead LT network and assess the conversion feasibility.

4.1.3 Based on site analysis, prepare recommendations for go/no-go with supporting details.

4.1.4 Preparation of detailed design complying with relevant Indian Standards, International standards, Regulations and Statutory Guidelines.

4.1.5 Network design should incorporate global best practices such as possibility of dedicated utility ducts for ease of operation and maintenance.

4.1.6 Network design should consider for N-1 contingency criteria at each voltage level for enhanced reliability. Further it shall also ensure minimum possible technical loss.

4.1.7 Network design should be scalable for catering to future load growth.

4.1.8 Load flow analysis should be carried out to evaluate the suitability of proposed network design and ensure that all network parameters like voltage, current, reactive power, etc. remain within permissible limits.

4.1.9 Consultant shall provide write up on impact on Battery Energy Storage System (BESS) & Distributed Energy Resources (DERs) based on its experience.

4.1.10 Network design should incorporate appropriate measures to cater to load of upcoming EV charging stations proposed under the national EV policy. Effect of EV charging stations on HT network shall also be evaluated on a sample basis (for all the feeders of only one) , to establish a general guideline including but not limited to defining limitation of No. and Type of Chargers on

i) Single 11kV feeder

ii) 11 kV Bus at Grid

iii) Power Transformer

4.1.11 Identification of area specific constraints like space constraint, right of way constraints, etc. and provide recommendations to mitigate them.

4.1.12 Recommend equipment specifications for network standardization.

4.1.13 Explore the technical benefits of laying optical fiber for use in smart grid applications.

4.1.14 Study & survey also intends to identify feasibility of conversion of HVDS to LVDS system with following philosophy:

- a) Removal of HVDS transformers and HTAB cables
- b) Identify suitable location of LVDS transformers in surveys for establishment of 11/0.415kV substations to feed existing HVDS customers through LVDS.
- c) Infeed to 11/0.415kV substations of LVDS transformer shall be underground HT cable.
- d) Design of outgoing LT network with LT UG cable/ AB cable post conversion to meet existing load earlier fed by HVDS.

4.2 Quantification of benefits and Evaluation of Pros and Cons of Overhead to Underground Conversion

4.2.1 Safety

- a) Risk assessment of public safety posed by overhead network
- b) Analysis of the safety issues in overhead network from Operation and Maintenance (O&M) perspective
- c) Recommendation on mitigation of safety issues: Public and O&M perspective.
- d) Quantification of the safety benefits of conversion

4.2.2 Reliability

- a) Comparison of overhead vs underground
- b) Benchmarking of Mean Time Between Failure (MTBF)
- c) Scope of improvement though conversion to underground
- d) Quantification of reliability indices improvement post conversion

4.2.3 AT&C Losses

- a) Assess the technical and commercial losses at each voltage level - EHV (66kV, 33kV), HT (11kV) and LT (0.415kV)
- b) Comparison of overhead vs underground networks based on commercial and technical losses at each voltage level.
- c) Quantification of impact of conversion to underground in reducing commercial and technical losses at each voltage level.

4.2.4 Operations & Maintenance

- a) Evaluation of Overhead vs Underground from O&M perspective
- b) Benchmarking of average repair and maintenance times at each voltage level
- c) Benchmarking the fault repair cost at each voltage level for each network type

4.2.5 Space Constraint

- a) Which network is better suited for space constraint locations and why
- b) Quantification of benefits in terms of space saving

4.2.6 Aesthetics

- a) Benefits of underground network
- b) Design changes which can improve the aesthetics of existing network

4.3 Estimated CAPEX & Cost Benefit:

4.3.1 Estimation of CAPEX required for conversion at each voltage level and preparation of cost benefit analysis for conversion at each voltage level

- 66kV
- 33kV
- 11kV
- HVDS
 - 11kV HT Infeed
 - DT
 - LT network upto existing customers meter.

4.3.2 Estimation of CAPEX required for conversion at 0.415 kV voltage LT level and preparation of cost benefit analysis for conversion.

4.3.3 Estimate the CAPEX and cost benefit of laying optical fiber with cable as a source of revenue from other stakeholders like telecom / internet, etc. Also estimate cost benefits of laying optical fiber for smart grid applications.

4.3.4 Prioritization and area specific recommendation based on cost benefit analysis.

4.4 Project Roadmap:

4.4.1 Preparation of a detailed plan for project execution.

4.4.2 Specify the recommended timelines required for each activity including planning, procurement, engineering and execution

4.4.3 Identification of major dependencies in project execution at different voltage level, area / localities, etc.

4.5 Exclusions:

4.5.1. Ground Penetration Radar Survey ,however bidder to quote separate unit rate for carrying out GPR survey.

4.5.2. Liasoning with external civic agencies for conducting coordination meetings required for field surveys.

5. DELIEVERABLES

Bidder to conduct thorough study and provide comprehensive report with recommendations as per scope of work and methodology detailed above.

The study shall include detailed analysis, site visits and reporting leading to recommendations with respect to the final decision for go/ no-go as follows:

- a. If the recommendation is to go, the basic design, specifications of various different items of electricity distribution network to be used, steps and timeline required for implementation of recommendations and whatever other fundamental guidance is required for such a decision.
- b. If no-go, what are the challenges and what steps should be taken on the existing network, so that the Licensee is in compliance of all applicable statutory / regulatory provisions, optimized cost and meeting future growth.

Consultant to provide comprehensive report along with all backup workings, designs, documents referred/ relied upon along with source, and/or any other supporting document.

In order to speed up the review and timely feedback for incorporation in final reports, draft reports shall be submitted for division wise (in regular lots).

Minimum Deliverables for Comprehensive Feasibility Study Report are as follows:

1. Detailed Project cum Feasibility Report
2. Study Report -Effects of various additions
3. Project Roadmap for Execution
4. Other Files

Outline Structure of Minimum Deliverables for Comprehensive Feasibility Study Report is defined in table below. The reports/deliverables shall be in accordance to it

Table : Outline Structure of Minimum Deliverables for Comprehensive Feasibility Study Report				
Sl.No	Document Name	Section Name	Sub Section name	SubSection File Format
1	Detailed Project cum Feasibility Report	Introduction	.-	Word
		Executive Summary	Overview, Issues with existing OH network	Word
			Feasible Cases	Word
			Non-Feasible Cases	Word
			Benefits/Advantages , Summary of BoQ & Capex Requirement,	Word
		Methodology & Approach	Methodology & Approach	Word
		Feeder wise Proposal	Pre Conversion SLD-Feeder wise	Autocad File and PDF File
			Post Conversion SLD-Feeder wise	Autocad File and PDF

Table : Outline Structure of Minimum Deliverables for Comprehensive Feasibility Study Report

Sl.No	Document Name	Section Name	Sub Section name	SubSection File Format
				File
			Pre Conversion Route	PDF File extracted from GIS file
			Post Conversion Route	PDF File extracted from GIS file
			Cable laying philosophy	Word & PDF
			Cable trench design for respective areas	Word & PDF
			BoQ & Capex Requirement	Word and Excel
		Load Flow	Load Flow (As-Is Network) Division wise	Pdf & Excel
			Load Flow (Proposed Network) Division wise	Pdf & Excel
			Load Flow (Proposed Network with Future load growth) Division wise	Pdf & Excel
		Benefits/Advantages	Quantification & improvement of Technical Losses & AT& C losses	word & excel
			Quantification & improvement of Reliability Indices	word & excel
			Safety	word & excel
			O&M	word & excel
			Space Constarints	word & excel
			Aesthetics	word & excel
			Estimated Capex & Cost Benefit Analysis	word & excel

Table : Outline Structure of Minimum Deliverables for Comprehensive Feasibility Study Report				
SI.No	Document Name	Section Name	Sub Section name	SubSection File Format
2	Study Report - Effects of various additions	EV study (Sample)		Word,PDF & Native cymdist file
		BESS write up		Word,PDF
		DER writeup		Word,PDF
3	Other Files	Route Details	Pre Conversion Route -BRPL Level	GIS File (.pgdb,shape file;)
			Post Conversion Route-BRPL Level	GIS File (.pgdb,shape file;)
		Survey Details	Field survey Reports , Checklists-Feeder wise	Word,PDF
		Load Flow files		CYMDIST file
4	Project Roadmap for Execution	Introduction	.-	Word
		Methodology & Approach	Detailed Plan for Project Execution	Word
		Recommended Time Lines & PERT Chart	Planning	Word
			Procurement	Word
			Engineering	Word
			Execution	
		Major Dependencies of Project Execution	Internal Factors	Word
			External Factors	Word

6. TIME OF COMPLETION:

The Consultant shall commence work immediately on issue of LOI and shall complete the designs, reports and drawings of the Works expeditiously as per the Schedule of Deliverables.

The Consultant shall take note that the Schedule of Deliverables set out is based on the priorities and requirements of the Client for the completion of the Works and the Consultant shall adhere to this schedule at

all times.

The detailed Design Program shall be prepared in such a format that can be used for monitoring the design progress on a regular basis. The detailed Design Program shall allow for time required by BRPL for their respective review and approval of the designs and drawings.

The Consultant shall produce designs and drawings according to standards, specifications and best engineering practices that will be value engineered and good for approval in the first submission itself so as to reduce revisions against comments to a bare minimum. Provided value additions are perceptible, the design has to adhere to the considerations described in specifications. Changes necessitated, as described above, to the design shall, however must consider the aspect of getting easy and faster review / approval. In any case, time consumed for repeated revisions shall not be a ground for late submission of designs, reports and drawings and the submission schedule committed in the Design Program shall generally govern the flow of designs and drawings, unless otherwise amended and mutually agreed, in part or in full, between BRPL and the Consultant.

The Consultant shall not sublet work assigned to them or part to any other consultant or Individuals without taking prior permission from BRPL. In case if the bidder intends to outsource survey work to other party, the same shall be clearly brought out in the bid proposal, however the sole responsibility of the final outcome lies with bidder.

The overall completion time schedule shall be as under:

No.	Mile Stone	Completion Schedule
1	Submission of Detailed Project Schedule (including Site Survey program, Analysis schedule ,Design submission program etc)	7 days from date of LOI
2	Submission of Draft Report (All deliverables)	120 days from date of LOI
3	Submission of Final Report (All deliverables)	150 days from date of LOI
4	Support service as required	Till completion of works and Contract closure .

The support, assistance, site visit, revision as per the requirement of the project shall be provided till the completion of the work.

7. DOCUMENTS TO BE SUBMITTED WITH BID:-

BIDDER shall submit the following documents along with the bid:

- Relevant Project Experience of similar category of Consultancy and Survey Services.
- List of ongoing similar Works, including the project titles, names of CLIENTs, value of consultancy fees and expected dates of completion.

- List of similar Works for which the BIDDER have submitted their proposals and are awaiting their outcome, providing details of the project titles, names of CLIENTs and expected start and completion dates.
- Proposed organization chart to undertake the above Services, including the names of the key personnel and their CV's
- A set of approved / GFC drawings from the above works substantiating scope and quality of work. Min. 3 approved (stamped drawings) GFC drawings/documents as samples.
- List of licensed engg. softwares and no. of licenses available.
- Documentary evidence for above
- Deployment schedule of Manpower in following format

Sl. No	Cadre wise Detail	Unit	Description	Total Man-hours
Man-Hours Break up for the Consultancy Services				
1	For 66kV,33kV & 11kV network including conversion of HVDS to LVDS			
A	Principal Consultant	Man-Hours		
B	Senior Consultant	Man-Hours		
C	Analyst	Man-Hours		
D	Surveyors	Man-Hours		
2	For 415 V LT Network			
A	Principal Consultant	Man-Hours		
B	Senior Consultant	Man-Hours		
C	Analyst	Man-Hours		
D	Surveyors	Man-Hours		

(Break up of Man-hours is for evaluation purposes and is not binding on the CLIENT, only a lump-sum fee applies as per Price Schedule)

- Any other information that the BIDDER feels would support his credentials.

SECTION-IV**PRICE SCHEDULE**

Sr no	Item Description	Qty	Unit	Rate in Rs.
A	For 66kV,33kV & 11kV network including conversion of HVDS to LVDS			
A.1	<p>Consultancy Services for comprehensive feasibility study for conversion of existing overhead to underground electrical network as complete as per technical specification –</p> <p>1. Comprehensive Draft Report with following deliverables</p> <p>a) Detailed Project cum Feasibility Report-Draft</p> <p>b) Study Report -Effects of various additions-Draft</p> <p>c) Other Files</p> <p>d) Project Roadmap for Execution-Draft</p> <p>2. Comprehensive Final Report with following deliverables</p> <p>a) Detailed Project cum Feasibility Report-Final</p> <p>b) Study Report -Effects of various additions-Final</p> <p>c) Other Files-</p> <p>d) Project Roadmap for Execution-Final</p>	1	LS	
A.2	Ground Penetration Radar Survey (Unit Rate)	1	KM	
A.3	Consultancy Services for comprehensive feasibility study for conversion of existing overhead to underground electrical network as complete as per technical specification for quantity in addition to that defined in specification.	Qty	Unit	Rate in Rs.
i)	66kV (Unit Rate)	1	Ckt. KM	
ii)	33kV (Unit Rate)	1	Ckt. KM	
iii)	11 kV Unit Rate)	1	Ckt. KM	
iv)	HVDS (Unit Rate)	1	Ckt. KM	

Sr no	Item Description	Qty	Unit	Rate in Rs.
B	For 415 V LT Network			
B.1	Consultancy Services for comprehensive feasibility study for conversion of existing overhead to underground electrical network as complete as per technical specification	1	LS	
	<i>1. Comprehensive Draft Report with following deliverables</i> a) Detailed Project cum Feasibility Report-Draft b) Study Report -Effects of various additions-Draft c) Other Files d) Project Roadmap for Execution-Draft <i>2. Comprehensive Final Report with following deliverables</i> a) Detailed Project cum Feasibility Report-Final b) Study Report -Effects of various additions-Final c) Other Files- d) Project Roadmap for Execution-Final			
B.2	Ground Penetration Radar Survey (Unit Rate)	1	KM	
B.3	Consultancy Services for comprehensive feasibility study for conversion of existing overhead to underground electrical network as complete as per technical specification for quantity in addition to that defined in specification.	Qty	Unit	Rate in Rs.
i)	0.415 kV (Unit Rate)	1	Ckt. KM	

GST shall be paid extra at actual on the above quoted rate

BID FORM

To

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

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

Dated this..... day of..... 21

Signature..... In the capacity of

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

APPENDIX-I

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

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

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

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

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

And whereas the Bank under instructions from the Supplier has agreed to guarantee 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.



BSES RAJDHANI POWER LTD.

Dated this Witness

day of 2021 at

1.	For	Bank		
2.	Signature		Name	Power of Attorney No:
Banker's Seal				

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 2021 _____.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

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

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

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

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

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 discount received after the RA and final negotiation, w.r.t. the initial financial bid shall be applied on all the items on a pro rata basis.
12. 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.

NO DEVIATION CONFIRMATION

Ref: Tender document no.....

We certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree to all the tender terms and conditions in totality. We agree that any 'deviation / exception' in any form is mentioned or noticed may result in rejection of our Bid.

Bidder's Authorized Signatory

(to be stamped and signed by the bidder)