

Tender Notification for
CONSUMER BILL PRINTING SERVICES IN BRPL
CMC/BR/18-19/SV/AN/673

Due Date for Submission: 13.06.2018, 1500 HRS

BSES RAJDHANI POWER LTD (BRPL)

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SECTION I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES RAJDHANI Power Limited invites sealed tender in 2 envelopes for providing “**CONSUMER BILL PRINTING SERVICES IN BRPL**” for two years .The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly super scribed as-**

“BID FOR CONSUMER BILL PRINTING SERVICES”

“CMC/BR/18-19/SV/AN/673”

1.01 BRPL invites sealed tenders from eligible Bidders for a contract valid for two years for the above-mentioned Contract (clause 1.01).

Estimated cost of Contract	:	Rs 11,00, 00,000/-
Earnest money Deposit	:	Rs. 11,00,000/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
Initial Contract Period (Refer award decision)	:	Two Year; 2 nd year’s renewal subjected to 1 st year performance evaluation
Tender documents on sale	:	24/05/2018
Date of Pre Bid Meeting	:	06/06/2018 from 1500 HRS to 1600 HRS Conference Room Brahamputra Ist Floor D Block BSES Bhawan Nehru Place
Date & time of Submission of Tender	:	13/06/2018 till 1500 HRS
Date & time of opening of Tender (Opening of technical bid)	:	13/06/2018 till 1530 HRS

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

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

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

1.2 POINTS TO BE NOTED

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

- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Tenderers
 - c. Commercial Terms & conditions
 - d. Scope of Contract & specifications
 - e. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES RAJDHANI Power Ltd reserves the right to accept/reject any or all Tenderer without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
- (i) Earnest Money Deposit (EMD) of value INR 11,00,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favor of BSES Rajdhani Power Ltd, payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender will be received after due date and time.

1.3 Qualification Criteria: - Pre-qualification Technical criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder.

1. Continuous Reel feed / cut sheet printing system is required for the project which prints at speeds of minimum 700 (or more) A4 pages per minute and the same should be functional at site at the time of bid submission. Sufficient back up should be available to avoid any possibility of delay.
2. The printer should have inbuilt document inspection system to check the front and back of the document are of the same consumer to maintain automated document integrity.
3. Minimum print resolution of 600X600 dpi for variable data printing.
4. Site should be in Delhi/NCR.
5. An alternate site in a different city is required for Disaster recover perspective having similar infrastructure.
6. In-house offset printing for stationery will be given a preference.
7. Automated folding machines are required to fold bills from A3 to A4.
8. The bidder should have good IT setup with all facilities like servers/W team, graphic team so that any last minute changes, which are either ongoing or due to tariff revisions, etc can be taken care off. The list of IT professional's posted at bidders IT department shall be provided along with the Bid BRPL team may verify the same during the site visit.
9. Proper Information security system should have been there at the site. Can be provided with document.
10. The service provider will have to bring third party advertisement on revenue share basis for BSES. The advertisement to be finalized by BRPL competent authority. Agencies having prior experience of advertisement with same line will have to provide documents.
11. Company reserve the right to relax one or more conditions mentioned above taking into consideration Past experience, performance, infrastructure etc other merits of the bidder.

Pre-qualification Commercial criteria:

- ❖ Bidder should have an average turn over of **Rs. 35 Crore** over the last three consecutive financial years from VDP (Variable Data Printing) business in INDIA. **No consortiums are allowed. It has to be directly the bidder who is in the business of variable data printing.**
- ❖ Bidder must have **three years experience** with knowledge and exposure to w.r.t services rendered to reputed organization **and or** to utilities companies with one single order with value minimum of Rs.2 Crores. Order copy shall be submitted in this regard. Preferably with Public Utility (Gas, Water, Electricity, Railways etc).
- ❖ From **BCP DRP** (Business Continuity Plan - Disaster Recovery Plan) perspective, Bidder should have 2 sites with at least 1 of them existing (operational) in Delhi NCR & other has to be existing (operational) anywhere in India except in Delhi NCR. Both with similar infrastructure/capability.
- ❖ Bidder should have valid Registration No. of Sales Tax/VAT/GST, whichever is Applicable;
- ❖ Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- ❖ An undertaking (self certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
- ❖ Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies for 3 years or more.

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

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

- ✓ Latest balance sheet
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees (Technical and Commercial) detail
- ✓ Performance Certificate from the Vendors with major order
- ✓ Premises Detail.

1.4 Bidding and Award Process:-

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

1.4.1 BID SUBMISSION:

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

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

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

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

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

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

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

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

PART B: This price bid envelope will be opened based upon the result of technical evaluation report and only of the qualified bidders will be eligible for price bids opening and the date of opening of the same shall be intimated in due course of time.

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

1.4.2 Award Decision

- a) Company intends to award the business on a lowest bid cum technical merit 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) The Contract shall initially be placed for a period of one year and shall be renewed for next one year based on performance of the vendor as reviewed by the officer-in-charge of the project from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the Vendor.
- d) PBG of 10% of contract value shall be submitted for a period equivalent to the contract validity period plus three months. The Validity of the PBG shall be suitably extended as above in case of extension of contract for second year.
- 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.

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.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

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

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

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

1.4.3 Market Integrity

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

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head (Business)	Head (C&M)
Address	BSES Rajdhani Power Ltd 2 nd Floor , D-Block, Nehru Place, New Delhi	BSES Rajdhani Power Ltd C&M Deptt. 1 st Floor , C-Block, Nehru Place, New Delhi

SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

- 1.0 BSES RAJDHANI Power Ltd hereinafter referred to as “CONSUMER BILL PRINTING SERVICES in BRPL”. The Company has now floated tender for CONSUMER BILL PRINTING SERVICES in BRPL as notified earlier in this bid document

2.0 SCOPE OF CONTRACT

Contractor's Obligation & Scope of Work:

Contractor shall:

- 2.1 Establish all relevant and necessary practices relating to the Services to be provided as per the scope of work as mentioned below.

- 2.2 At all times provide the Services always in accordance and in full compliance with the scope rate/terms & conditions/all directions given by the Company in relation to the services from time to time and all applicable laws, rules, regulations, notifications.

- 2.3 Print and supply Blank pre-printed stationery for Energy Bills as per specifications mentioned in Work Order & sample approved.

KCC,GCC and MLCC monthly bills (for 1.57 lacs.) to be delivered in envelope, free of cost by vendors. Before printing of envelopes vendor has to take the consent of BRPL official. Count of KCC, GCC, MLCC consumers 1.57 lac is given in below table. The quantity given is for the month of Mar 18, this count will increase month to month.

E- Bill consumers as of Apr 18 is 244061 nos. , the month on month E-bills projection is given in Table 2.

Vendor has to deliver the hard copy of bills only for bounced/undelivered mails within 2 days from the actual cycle delivered in the division. No extra charge will be there, where vendors has to print copy bill of E-bills consumers.

- 2.4 Print variable & fixed data (along with the respective barcode & QR Code) of consumer bills for electricity consumed as per data supplied by BRPL. Bar code & QR Code shall be readable by POS machine Of Bar code & QR code reader and should have good printing quality.

- 2.5 Pre-printed advertisements as and when required in four colors offset printing.

- 2.6 Supply pre-printed offset News letter (Synergy), blank pre-printed stationery for GCC and KCC bills, stapling of News letter with the energy bill as per specifications mentioned in Work Order & sample approved. In addition to the above, supply of Acknowledgment Report and/or Calculation Sheet along with the bills as and when required by the Company's officer in-charge.

- 2.7 Sort with suitable Packing of the bills for delivery to the Division and deliver to the specific Division Office or at the place designated by BRPL with in Delhi. The delivery of bills to be arranged (using your own sufficient vehicles) to all the 19 divisions of BRPL in Delhi.
- 2.8 Develop and implement the software at their end at their own cost for the translation of the billing data as provided by BRPL. The software shall provide for the translation of the billing data to be printed on the pre-printed stationery as approved by BRPL.
- 2.9 Shall make necessary software and artwork changes at their end as per the instructions of the Officer in charge.
- 2.10 Ensure that, the billing data shall be transcribed on the pre-printed stationery using black color printing by a digital variable data printer of minimum 700 (or more) A4 pages per minute – at a resolution of 600 x 600 dots per inch (DPI). With daily maximum theoretical capacity of variable data printing of approx. 11.5 lac A4 size impressions per day.
- 2.11 Use the Font type & size as specified by the BRPL.
- 2.12 Ensure that the solid/shadows ink density will be maintained at darkest levels in reflection art printing of 2.0 as per the sample approved by BRPL.
- 2.13 Ensure that color should not fade on the printed bill and there shall not be any variation in color quality between the first lot & the last lot to ensure the uniformity.
- 2.14 Ensure that all bills printed and delivered by them as per the standards agreed upon and sample as approved. The sharpness of lines and the quality of colors in the printed stationery shall be assured by contractor to the satisfaction of BRPL as agreed and signed off at the time of start of the agreement.
- 2.15 Ensure that quality of Paper (if procured by the Contractor) & printing of the Printed Bill should always match with the approved sample of electricity Bills.
- 2.16 Provide perforation on the printed bills at the specified portion of the bill, if required by BRPL at no extra cost. Vendor to be provide 5-10 sample bills cycle to cycle for quality check if required by BRPL at no extra cost.
- 2.17 Ensure that, the total number of bills to be generated in a batch shall be noted and countersigned by both parties. For verification and records, both the parties shall retain a copy of the data acceptance format.
- 2.18 Ensure that, the exact number of bills is being printed as per the data provided by the BRPL.
- 2.19 Contractor shall be responsible for printing the exact number of bills that are handed over and shall also ensure that printed bills are for the exact numbers. In case of differences in the number of bills in the data handed over in a particular batch and the data as received by contractor, Contractor shall not proceed with the bill printing and immediately inform BRPL of the discrepancy. Contractor shall resume printing only on receiving clear instructions from the authorized signatory of BRPL for resuming printing on the given batch.
- 2.20 Delete all the billing data and information received by them from their computers immediately after printing and delivery of the bills and shall not retain the data in any form with them.
- 2.21 If data supplied in storage media, return the data along with the storage media shall be returned to BRPL.
- 2.22 Make available variable Color Printing within 3 months from the date of commencement of the b/w printing of variable data under mutually agreeable commercial terms for such variable colored data printing.

2.23 Identify the missing bills; if any, due to any reason during printing stage and submit BRPL the list for the same along with printing of missing bills and for this purpose, the Contractor shall install the suitable software.

2.24 Provide a single point contact telephone number of its logistic support center in order to smooth execution of the contract.

2.25 At its own cost, whenever essential introduce experts/advises/advisers on reputed printers, programmers.

2.26 At its own cost employ adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.

2.27 In case if BRPL is of the opinion, after due consultation with the Contractor, that extra manpower or material is required for reasons of improving the quality and nature of Services, Contractor shall arrange for the same immediately at its own cost.

2.28 At its own cost, appoint a supervisor to ensure uninterrupted Services rendered and for proper co-ordination with BRPL. Such supervisor shall submit a daily report to Officer-in-Charge detailing, inter alia, daily activity undertaken by Contractor and progress made by Contractor.

2.29 Ensure that its manpower adheres to good industry practices, and always carry out Services in accordance with this Agreement.

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

2.31 Contractor shall not seek to inflict any increase in Rates for any reason during the tenancy of the contract whatsoever, except if, there is a change in the scope and/or requirement of BRPL.

2.32 Upon termination or expiry of this Agreement Contractor shall promptly return and handover, the materials supplied, data CDs, floppy's, discs along with and all other items that BRPL may have provided to Contractor or any of its manpower, in the same condition and order in which Contractor had received them.

2.33 Contractor shall make arrangement for standby facility on permanent basis to meet the downtime requirement of the original printer/site – as a BCP. The standby facility will also have equivalent capacity to meet the turnaround/production requirement of the billing cycle. Further, the quality of the standby facility will be equivalent to or better than the primary site printing quality.

2.34 The bills will be printed along with Synergy in A3 size paper. This will then have to be machine folded from A3 size to A4 size prior to packing/segregation.

2.35 The Contractor at his sole expenses shall correct the defective work, for reasons attributable to the contractor. And no printing charges shall be paid for the same defective work and wastages.

3.0 DISCLAIMER

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

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

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

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

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification as mentioned in Section I – Request for Quotation (Point No. 1.3, Qualification Criteria).
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

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

9.02 EMD

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

- (a) Demand Draft/Pay Order drawn in favor of BSES RAJDHANI Power Ltd, payable at Delhi.
- (b) Fixed Deposit Receipts (FDR) from a scheduled bank in favor of BSES RAJDHANI Power Limited valid for 6(six) months after last date of receipt of tenders

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

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

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

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

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — Technical Bid & Commercial Terms & Conditions ". The price bid shall be inside another sealed envelope with super scribed — "Financial Bid ". Both these envelopes shall be

sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No.& Due date of opening”.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid must be timely received by the Company at the address specified in Section-I
- 16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit

price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

- 22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Contract completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY 'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRADULENT PRACTICES

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

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

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

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

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

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

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

SECTION – III:

TERMS AND CONDITIONS

SUBJECT: CONTRACT FOR ENERGY BILL PRINTING SERVICES AND OTHER ASSOCIATED JOBS IN BSES RAJDHANI POWER LTD.

1. Definition:

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

1.1 Company:

The terms 'Company' shall mean BSES Rajdhani Power Ltd. (also mentioned as 'BRPL'), having its office at BSES Bhawan, Nehru Place, New Delhi 110019 and shall include its authorized representatives, agents, successors and assigns.

1.2 Contractor:

The terms 'Contractor' shall mean Vendor/ contractor and shall include its authorized representatives, agents, successors and assigns.

1.3 Services:

The term 'Services' shall mean and includes the Services to be performed by the Contractor under this Agreement in accordance with the scope of services defined below, and such other services as may be instructed by BRPL from time to time.

1.4 Rate:

The terms 'Rate' shall mean the unit rates as mentioned for the items/work under this work order and payable to the Contractor for the full and proper performance of the jobs covered under this work order. The rate include all equipment charges-whether rental's or capital cost and consumables, all applicable taxes, levies and service charges and all required operation, maintenance & insurance charges, and software development charges.

The rates governing the order shall remain firm during the tenure of this agreement.

1.5 Officer in Charge:

The term 'Officer-in-Charge' shall mean the company's nominated representative (Head-Business or his nominated representative) for the purpose of implementation/certification of the respective work executed by the Contractor in relation to this work order.

2 Interpretation:

2.1 The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement; and

2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.

2.3 References to the word "include" or "including" shall be construed without limitation;

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

2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract.

3. Language and Measurement:

The order issued to the Contractor by the company and all correspondence and documents relating to the order placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimensions, units etc.

4. Delivery Time:

4.1 On-time delivery is the essence of the contract and must be adhered to. Contractor shall print and deliver the bills/news letter/other material as designated by Company within **48 hours for SLCC & MLCC** and **for KCC & GCC within 24 hrs +12 hrs as leverage** from the time of receiving the billing data.

4.2 Except National Holidays all days shall be counted as working days for printing and delivery of bills.

4.3 The delivery of the goods under this agreement shall be made at the District Commercial Centers or any other Location with in Delhi responsible for billing related activities.

5. BRPL Obligations:

5.1 BRPL shall supply papers of the requisite specifications in the required size to the contractor for the purpose of the bill printing. The allowable paper wastage shall be limited to 5% maximum. If, paper wastage exceeds 5%, for the wastage over & above 5%, paper cost shall be recovered against the Bill amount eligible for payment. However, during the tenure of the contract, Company may decide to pass on the supply of energy bill's paper in the scope of the Contractor.

5.2 The data shall be securely transferred by BRPL to contractor' File Transfer Protocol (FTP) Server, however if the data is not possible to transfer through "FTP Server" due to any reason, the contractor shall make his own arrangement to collect the data from BRPL Office.

5.3 The Company's Business Process department shall provide the Contractor a tentative billing schedule at the start of a billing accounting month.

5.4 BRPL shall provide from time to time the layout of the pre-printed format on which the variable data to be printed.

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

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

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

5.8 The artwork of the preprinted stationary will be provided to the Contractor at least 2-3 working days prior to the start of that month' billing cycle.

5.9 BRPL shall provide from time to time the necessary information, data, design & layout pertaining to the dynamic advertisements to be printed on the Electricity Bills.

6. Taxes & Duties:

6.1 Prices will exclusive of taxes and the same shall be paid extra at prevailing applicable taxes including GST, VAT and other incidental costs, duties and all other applicable charges imposed in India.

6.2 However, during the tenure of the contract, introduction of any new taxes/levies/duties (whether state or central) shall be paid as applicable as per prevailing rates. This also covers any upward / downward variation in the applicable taxes.

6.3 Vendor shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out the performance of this agreement. The Vendor shall submit to BRPL true copies of receipts / challans of all such taxes paid within 30 days of making such payments for record of BRPL.

7. Terms of Payment:

7.1 All Payments shall be made to the Contractor within 15 (fifteen) days from the date of receipt of monthly bills at vendor support cell, duly certified by our Officer-in-Charge.

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

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

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

8. Liquidated Damages:

8.1 In the event of any delay in completion of work beyond the stipulated time (as mentioned in clause 5 above), liquidated damages shall be recovered at the rate of 20% of invoice per day from the Rate for the particular lot/billing cycle quantity that is not completed within the stipulated time.

8.2. If the bills of a particular batch are not printed and delivered by the 7th day from the date of handing over data , Company shall have the liberty to get the batch printed either using their own machinery or through other party. The cost of this bill printing and delivery charges shall be recovered in addition to LD as mentioned above in clause 11.1 from Contractor by reducing the amount from any of their monthly aggregate bill.

8.3 The reduction of the bill amount and the recovery of cost of printing due to delay in delivery of bills is purely for the sake of recovery of damages and should not be construed as a penalty.

9. Rejection:

9.1 All the goods supplied against this order will be subject to inspection and approval by the Company. The company reserves the right to inspect the goods at any stage during the manufacture or supply and to reject such portion thereof as may be found defective or not in conformity with the specification, without invalidating the remainder of the order, if so desired by the Purchaser.

9.2 All rejected goods shall be removed by the Contractor within 15 days from the date of intimation of such rejection, otherwise the goods may be returned by the Company to the Contractor at the Contractor's risk and expenses. The company shall in no case be responsible or be held liable for any damage, loss or deterioration of the rejected material.

10. Secrecy:

If for the contractual work, the Company furnishes the Contractor any data files, information etc. or these are made by the Contractor himself, the same shall be kept strictly confidential by the Contractor and shall be used by him only for the contractual work. The Contractor shall, under no circumstances, allow the data files etc. made for the contractual work to be used by a third party. However, the contractor may disclose limited information (except data) to its sub-contractors for offset printing & stapling of news letter.

11. Terms & Foreclosure**11.1 Terms:**

11.1.1 This Contract shall be effective from the Effective Date i.e. 1st -Sep-2018 and shall continue to be in full force for a period of twelve (12) months unless extended or terminated earlier by BRPL in accordance with the provisions below or time extension.

11.2 Foreclosure:

11.2.1 BRPL shall be entitled to terminate this Agreement without specifying any of the following reason upon giving 90 days prior written notice to Contractor. This Agreement shall stand terminated on the expiry of the said period of 90 days relieving both parties of their respective obligations, save such obligations and / or liabilities of the Parties that, by their nature, and survive the termination of this Agreement. No compensation or termination charges or penalties of any nature whatsoever shall be payable by BRPL to Contractor for termination of this Agreement.

11.2.2 BRPL may (without prejudice to any of its other rights or remedies under the Agreement or in law) terminate the whole or any part of Contractor's scope of Service, in any one of the following circumstances (defaults):

11.2.2.1 If Contractor fails or refuses to perform the Services within the time specified in his behalf or in the manner and within the time frames agreed in this behalf or abandons the Services; or

11.2.2.2 If Contractor fails to provide adequate assurance of Contractor's ability to meet the quality standards or the time frames provided in the agreement; or

11.2.2.3 The Contractor disregards or violates applicable laws or applicable permits; or

11.2.2.4 The Contractor fails to correct defects and deficiencies in any Services; or

11.2.2.5 If any of the representations or warranties provided by the Contractor are found to be false or incorrect; or

11.2.2.6 If the Contractor breaches any other term of this Agreement.

11.2.3 In the event of the occurrence of any of the above, BRPL may, at its sole discretion, provide Contractor with written notice of BRPL's intention to terminate for default. In the event Contractor fail to cure such default within 30days of such notice, BRPL may, by written notice, forthwith terminate this Agreement.

11.2.4 BRPL shall have the right to terminate this Agreement forthwith by providing written notice to Contractor in the event that Contractor (i) files a voluntary petition in bankruptcy or for winding up or has an involuntary petition in bankruptcy or for winding up filed against it, (ii) admits the material allegations of any petition in bankruptcy or winding up filed against it, (iii) is adjudged bankrupt, or (iv) makes a general

assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

11.2.5 If during the tenure of the Agreement, the contractor renders the printing service at a lower rate than the specified contracted rate to any other party other than BRPL than either the service shall be rendered at the lower rate as applicable to the others otherwise, BRPL reserves the right to terminate this Agreement.

12. Notices:

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

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

13. MOST FAVOURED CUSTOMER:

If, hereafter, Contractor renders any services supply goods to any party on a more favorable basis than the terms of this Contract, Contractor undertakes that it shall promptly offer the same terms to BRPL retrospectively, and the terms of this Work order shall stand revised accordingly. Amounts required to be adjusted / reimbursed pursuant to this clause shall be duly adjusted and/or reimbursed as the case may be at the BRPL option. For the sake of clarity, reference to 'terms' shall include pricing and commercial terms

14. Force Majeure:

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

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

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

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

15 Modifications of Services:

15.1 BRPL may at its sole discretion modify all or any portion of the Services by providing notice in writing to Contractor of not less than Fifteen (15) days specifying the extent to which performance of Services is modified and the date upon which the same will be effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

15.2 Promptly and to the extent specified in the notice carry on the Services as modified; and

18.3 Place no further orders with respect to modified Services for any materials other than as may be necessarily required for completion of such portion of the work that was commenced prior to receipt of such notice modifying such work.

16. Dispute Resolution Mechanism:

16.1 Notwithstanding anything contained in this contract, all questions, disputes or difference whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto whether during the currency of the contract, or its failure or after the completion of the Agreement shall be settled by a sole arbitrator to be nominated and appointed by BRPL.

16.2 It will be no objection to the appointment of an arbitrator that the arbitrator is an employee of the Employer/BRPL. The award of the arbitrator shall be final and binding on the parties to the Agreement.

16.3 For all other matters as not specified in clause 15.2 the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and /or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.

16.4 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Agreement with due diligence. BRPL reserves the right to withhold all payments under this Agreement during the pendency of the dispute.

17. Representations, Warranty and Indemnities

17.1 Representations and Warranty

The Contractor hereby represents and warrants that:

17.1.1 It is a legally recognized entity under the laws of India and is registered under the Sales Tax, Works Contract & Service Tax Act and shall furnish the relevant documents on demand;

17.1.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

17.1.3 It has studied the feasibility, Establishment conditions and other prevailing conditions and all other operational details and based on these studies carried out, and has, on the basis of such study agreed to provide to BRPL the Services as contemplated in this Agreement;

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

17.1.5 It shall procure suitable materials and manpower for the purposes of this Agreement to render Services;

17.1.6 The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BRPL.

17.1.7 It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the due and proper performance of Services;

17.1.8 It shall duly pay the duties, taxes and levies as are set out in this Agreement, which are to be paid by the Contractor;

17.1.9 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 Agreement or on the validity or enforceability of this Agreement

17.2 Indemnity:

The Contractor shall keep BRPL indemnified at all times, against all claims, losses, damages or liability that may arise under this Agreement (whether criminal or civil and including legal fees and costs incurred), including

17.2.1 Resulting from a breach of this Agreement by Contractor including any act, neglect or default of its manpower;

17.2.2 Resulting from any breaches in respect of any matter arising from the provisions of Services resulting in any successful claim by any third party;

17.2.3 Claims for compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force to any workman / employees or staff engaged by the Contractor in carrying out the Services and against costs and expenses, if any, incurred by BRPL in connection therewith.

17.2.4 The indemnities provided under this Clause are without prejudice and in addition to BRPL's rights to make any recovery whatsoever under this Agreement, with or without invoking the indemnity provisions.

18. MISCELLANEOUS:

18.1 Assignment:

This Agreement 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 Agreement to its Affiliates, without the prior written consent of Contractor. In the event this Agreement is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the terms and conditions of this Agreement and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Agreement.

18.2 Relationship between Parties:

Contractor is serving as an independent contractor of BRPL This Work Order /Agreement creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship between BRPL and the employees, consultants, workmen or representatives assigned by Contractor to perform the Services hereunder.

18.3 Entire Agreement:

This Work Order /Agreement, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or agreements relating thereto.

18.4 Amendment:

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

18.5 No Waiver:

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

18.6 Severability:

If any provision of this work order is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as

possible consistent with the intentions underlying the original provision. If the remainder of this work order is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

18.7 Laws:

The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders and other regulations as required in connection with the performance of this Work Order.

18.8 Offset:

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

18.9 Governing Law:

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

18.10 Headings:

The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement/ Work Order or as a limitation of the scope of the particular Clause to which the title refers.

18.11 Counterparts:

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

18.12 Survival:

Any provisions of this work order which, either expressly or by implication, survive the termination or expiration of this work order shall be complied with by the Parties in the same manner as if the present Work order is valid and in force even after termination or expiry.

19. Acceptance:

Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the agreement / work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

20. Vendor Code of Conduct

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

Vendor 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/PO/WO.

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

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

21. SAFETY CODE:

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

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

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

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

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

SECTION-IV:

BILL OF QUANTITY/ PRICE FORMAT

Sr. No.	Item Description	UNIT	SAC Code	Rates for Ist Year			Rates for IInd Year		
				Unit Rate	Taxes	Rate (with taxes)	Unit Rate	Taxes	Rate (with taxes)
01	Printing of Energy bills (Multilingual bills upto 18 languages simultaneously on real time basis) of A4 size . Preprinting in 4+4 colour + variable printing in black colour, duplex mode. The rate has to be with automated folding, district wise collating, packing and delivery to 19 locations in Delhi as per BRPL instructions.	Per Thousand							
02	Printing of Energy bills (Multilingual bills upto 18 languages simultaneously on real time basis) of A3 size . Preprinting in 4+4 colour + variable printing in black colour, duplex mode. The rate has to be with automated folding, district wise collating, packing and delivery to 19 locations in Delhi as per BRPL instructions.	Per Thousand							
03	Supply of blank paper of A4 size, of 80gsm map-litho (A-grade paper) inclusive of packing and delivery.	Per Thousand							
04	Supply of blank paper of A3 size, of 80gsm map-litho (A-grade paper) inclusive of packing and delivery.	Per Thousand							
05	Supply of calculation sheet and/or acknowledgment report on 80 gsm A4 paper with variable data printing (inclusive of packing and delivery Charges)	Per Thousand							

06	Supply of calculation sheet and/or acknowledgment report on 70 gsm A4 paper with variable data printing (inclusive of packing and delivery charges)	Per Thousand							
07	Stapling with Electricity bill	Per Thousand							
08	Selective Stapling with Electricity bill	Per Thousand							
09	Additional pre-printing cost per color per A4	Per Thousand							
10	Synergy/Insert printing on 80gsm paper of A4 size with 4+4 colour printing (inclusive of automated folding with the bill)	Per Thousand							
11	Cost of E-Bills(through registered mail id)	Per Thousand							

KCC,GCC and MLCC monthly bills (for 1.57 lacs.) to be delivered in envelope, free of cost by vendors. Before printing of envelopes vendor has to take the consent of BRPL official. Count of KCC, GCC, MLCC consumers 1.57 lac is given in below table. The quantity given is for the month of Mar 18, this count will increase month to month.

E- Bill consumers as of Apr 18 is 244061 nos. , the month on month E-bills projection is given in Table 2.

Vendor has to deliver the hard copy of bills only for bounced/undelivered mails within 2 days from the actual cycle delivered in the division. No extra charge will be there, where vendors has to print copy bill of E-bills consumers.

KCC, GCC and MLCC consumers count Mar'2018 for bill delivery in envelope this count will be increase month to month.

TABLE - 1

Division	Mar-18
	Total No. of Consumer's KCC/GCC & MLCC
S1ALN	13525
S1KHP	643
S2SKT	15059
S2VKJ	5484
S1NHP	13352
S1NZD	11772
S1SVR	7559
S2RKP	7854
S2HKS	16758
W2JKP	8312
W1NJF	2507
W1JFR	1105
W1NGL	3915
W1MDK	1913
W1PJB	8051
W2TGN	4199
W2VKP	3495
W2PLM	2134
W2DWK	2153
KCC	14000
GCC	13500
Grand Total	157290

Month wise Expected paperless E-Bill Consumer's count

TABLE - 2

Month wise paperless E-Bill Consumer's count												
Divisions	Apr'18	May'18	Jun'18	Jul'18	Aug'18	Sep'18	Oct'18	Nov'18	Dec'18	Jan'18	Feb'18	Mar'18
S1ALN	11198	13505	15834	18187	20562	22961	25384	27830	30300	32794	35312	37854
S1KHP	18289	22056	25861	29703	33583	37501	41458	45453	49487	53560	57672	61825
S2SKT	17044	20555	24101	27681	31297	34949	38636	42359	46118	49914	53747	57617
S2VKJ	11158	13457	15778	18122	20490	22880	25294	27731	30193	32678	35187	37720
S1NHP	6347	7654	8975	10308	11655	13014	14388	15774	17174	18587	20015	21456
S1N2D	10054	12125	14216	16329	18462	20615	22790	24986	27204	29443	31704	33987
S1SVR	22513	27151	31835	36564	41341	46164	51034	55952	60917	65931	70994	76105
S2RKP	6377	7691	9018	10357	11710	13077	14456	15849	17256	18676	20110	21558
S2HKS	7256	8751	10261	11785	13324	14879	16449	18034	19634	21250	22882	24529
W2JKP	14487	17472	20485	23529	26602	29706	32840	36005	39200	42426	45684	48973
W1NJF	12311	14847	17408	19994	22606	25244	27907	30596	33311	36053	38822	41617
W1JFR	3676	4434	5199	5971	6751	7538	8334	9137	9948	10766	11593	12428
W1NGL	12669	15279	17915	20577	23265	25979	28719	31487	34281	37103	39952	42829
W1MDK	7146	8618	10105	11606	13122	14653	16199	17760	19336	20928	22535	24157
W1PJB	8471	10216	11979	13758	15556	17371	19203	21054	22922	24809	26714	28637
W2TGN	14432	17405	20407	23439	26500	29592	32714	35866	39050	42264	45509	48786
W2VKP	26915	32460	38059	43713	49423	55189	61012	66891	72828	78822	84875	90986
W2PLM	17614	21242	24906	28606	32343	36117	39927	43774	47659	51582	55543	59542
W2DWK	12535	15117	17725	20358	23017	25703	28414	31152	33917	36709	39527	42373
KCC	1407	1697	1990	2285	2584	2885	3189	3497	3807	4120	4437	4756
Street Light	804	970	1137	1306	1476	1649	1823	1998	2175	2355	2535	2718
GCC	1357	1636	1918	2204	2491	2782	3076	3372	3671	3973	4278	4586
Grand Total	244061	294337	345110	396384	448161	500447	553244	606557	660389	714744	769626	825039

TABLE - 3

Divisions	Mar-18
	Total No. of Consumer's SLCC/MLCC/KCC/GCC
S1ALN	111422
S1KHP	181978
S2SKT	169592
S2VKJ	111028
S1NHP	63154
S1NZD	100038
S1SVR	224013
S2RKP	63455
S2HKS	72201
W2JKP	144151
W1NJF	122497
W1JFR	36581
W1NGL	126064
W1MDK	71105
W1PJB	84292
W2TGN	143598
W2VKP	267812
W2PLM	175259
W2DWK	124724
KCC	14000
Street Light	8000
GCC	13500
Grand Total	2428464

The above quantity includes the E-Bill customers count as given in the Table no. 2

Rates for Advertisement

S.no	Item Description	UNIT	Rate (to be reduced from the above rates prior to taxes)
01	A4 Size one page advertisement of the single side of the bill/synergy. This page will be the top front page of the bill/synergy	Per Thousand	
02	A4 Size one page advertisements of the single of side of the bill/synergy. For page no 03.	Per Thousand	
03	A4 Size one page advertisements of the single side of the bill/synergy. For page no 04.	Per Thousand	

***Setoff of advertisement income:- The final Rates of bill printing will be given to the bidder after deducting the advertisement income.**

TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

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

SECTION V

BID FORM

To

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

Sir,

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

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

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

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

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

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

Dated this..... day of..... 2018

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

SECTION VI

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, in accordance with the

Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION VII

CHECK LIST

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