

**TENDER NOTIFICATION FOR**

**Tender for Hiring of Architect for Design &  
Supervision for Construction of Centre of  
Excellence Building at BRPL 33/11KV Substation,  
Shivalik Grid, Malviya Nagar, New Delhi-110017 of  
BRPL**

**NIT NO: CMC/BR/26-27/FK/PR/SL/1350**

**Tender Date: 10.04.2026**

**Due Date for Submission: 23.04.2026, 15:15 HRS**

**BRPL RAJDHANI POWER LTD (BRPL)**

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: [www.BRPLdelhi.com](http://www.BRPLdelhi.com)

**CONTENTS**

<b>S.No.</b>	<b>ITEM</b>	<b>DISCRIPTION</b>
1.	<b>CHECK LIST</b>	CHECK LIST FOR BID SUBMISSION
2.	<b>SECTIONS</b>	
2.1	SECTION-I	REQUEST FOR QUOTATION (RFQ)
2.2	SECTION-II	INSTRUCTION TO BIDDERS (ITB)
2.3	SECTION-III	SPECIAL CONDITIONS OF CONTRACT (SCC)
2.4	SECTION-IV	GENERAL CONDITIONS OF CONTRACT (GCC)
2.5	SECTION-V	SCOPE OF WORK
2.5	SECTION-VI	PRICE BID
3.	<b>APPENDIX</b>	
3.1	APPENDIX-I	COMMERCIAL TERMS AND CONDITIONS
3.2	APPENDIX-II	NO DEVIATION DECLARATION
3.3	APPENDIX-III	BID FORM
3.4	APPENDIX-IV	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT
3.5	APPENDIX-V	FORMAT FOR EMD BANK GUARANTEE
3.6	APPENDIX-VI	LITIGATION HISTORY
3.7	APPENDIX-VII	CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS
3.8	APPENDIX-VIII	FINANCIAL DATA
3.9	APPENDIX-IX	FORMAT FOR PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE
3.10	APPENDIX-X	FORMAT FOR PRE-BID QUERY SUBMISSION
3.11	APPENDIX-XI	NON-DISCLOSURE AGREEMENT
3.12	APPENDIX-XII	BIDDER'S COMMUNICATION DETAILS

**CHECK LIST**  
**(FOR BID SUBMISSION)**

S. No	Item Description	Yes/ No	Page No
1	BID INDEX		
2	COVERING LETTER		
3	CHECK LIST		
3	TENDER FEE		
4	EARNEST MONEY DEPOSIT		
5	POWER OF ATTORNEY		
6	BID FORM DULY SIGNED		
7	NON-DISCLOSURE AGREEMENT (NDA)		
8	NO DEVIATION DECLARATION (NDD)		
9	UNPRICED TECHNO-COMMERCIAL BID (IN SEPARATE SEALED ENVELOPE-1)		
10	PRICE BID (IN SEPARATE SEALED ENVELOPE-2)		
11	COMPLETE BID DOCUMENTS, ENVELOPE 1 & 2 (IN SEPARATE SEALED ENVELOPE-3)		

**SECTION-I**  
**REQUEST FOR QUOTATION (RFQ)**

BSES RAJDHANI POWER LIMITED NIT 1350

**SECTION-I  
REQUEST FOR QUOTATION (RFQ)**

**1. GENERAL**

- 1.1. BRPL Rajdhani Power Limited invites sealed tenders on a “Single Stage: Two Envelope” bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “ Tender for Hiring of Architect for Design & Supervision for Construction of Centre of Excellence Building at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 of BRPL”.
- 1.2. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.
- 1.3. The sealed envelopes shall be duly super-scribed as:

**NIT NO: CMC/BR/26-27/FK/PR/SL/1350 Dated: 10.04.2026**

**For**

**“Tender for Hiring of Architect for Design & Supervision for Construction of Centre of Excellence Building for BRPL at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 of BRPL”**

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

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Estimated Cost (Rs) with GST	Rs 1.00 Crs (with GST)
Earnest Money Deposit	Rs 2,00,000/-
Contract Period	26 months from date of LOI (As per Scope mentioned in Section V)
Qty.	As per Scope Section V
Tender documents on sale	10.04.2026 to 23.04.2026
Date & time of Submission of Bid	23.04.2026 till 15:15 HRS
Date & time of opening of Techno-Commercial Bid	23.04.2026 till 15:45 HRS

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

Head of Department  
Contracts & Material Dept.  
BRPL Rajdhani Power Limited  
1st Floor, Tender Room, BRPL Bhawan  
Nehru Place, New Delhi -110019

The tender documents & detail terms and conditions can also be downloaded from the website “[www.BRPLdelhi.com](http://www.BRPLdelhi.com) --> Tenders --> BRPL Rajdhani Power Ltd --> Open Tenders”.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.

- 1.6. Only DD shall be accepted for tender fees.
- 1.7. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website [www.BRPLdelhi.com](http://www.BRPLdelhi.com). In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## 2. POINTS TO BE NOTED

- 2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
- 2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.
- 2.3. BRPL Rajdhani Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
- 2.4. The bid will be summarily rejected if:
  - (a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions
  - (b) Bid received after due date and time.
  - (c) Complete technical details are not enclosed
  - (d) Technical offers contains any prices
  - (e) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
  - (f) Prices are not firm and subject to Price Variation

## 3. EMD

- 3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. 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 forms:
  - (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BRPL Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.
  - (b) Fixed Deposit (lien marked in favor of BRPL RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.

3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Beneficiary Name : BRPL Rajdhani Power Limited  
Bank Name : State Bank of India (SBI)  
A/c No. : 40214783615  
IFSC Code : SBIN0009601

3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.

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

3.5. The EMD of the successful bidder shall be returned on submission of Performance Bank Guarantee (PBG) as per tender terms.

3.6. The EMD may be forfeited in case of:

- a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- b) The successful Bidder does not
  - (i) accept the Purchase Order/Purchase order, or
  - (ii) furnish the required PBG as per tender terms
- c) The bidder is found to have submitted false or forged, any of the documents/ certificates/ information.

#### 4. QUALIFYING REQUIREMENTS (QR)

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 and management has a right to disqualify those bidders who do not meet these requirements.

##### Technical Qualification Criteria

S. No.	Technical Evaluation Criteria	Documents required from Bidders
1	<b>Legal Registration and Presence in India:</b> The bidding firm must be registered in India under the Companies Act / LLP Act and should have a valid registration with the Council of Architecture (CoA).	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• CoA Registration Certificate</li> </ul>
2	<b>Minimum Experience in Architectural Consultancy:</b> The bidder must have a minimum of 10 years of experience in providing comprehensive architectural and engineering consultancy services for institutional, commercial, or public infrastructure projects.	<ul style="list-style-type: none"> <li>• Documentary evidence including completion certificates and BRPL references</li> </ul>
3	<b>Experience in Integrated Design and Multi-Disciplinary Coordination:</b> The bidder must demonstrate experience in leading integrated design projects involving architecture, structural, MEP, landscape, and sustainability consultants under a single contract.	<ul style="list-style-type: none"> <li>• Project descriptions highlighting coordination scope</li> <li>• Organizational structure of project teams</li> </ul>

4	<p><b>Experience in High-Performance / Green Buildings</b> The bidder must have completed at least:</p> <ul style="list-style-type: none"> <li>• Two projects with LEED Gold or higher certification (preferably LEED Platinum)</li> <li>• One project with demonstrated high-performance metrics such as low EPI, net-zero energy, or advanced energy optimization</li> </ul>	<ul style="list-style-type: none"> <li>• LEED certificates or equivalent green building certifications</li> <li>• Project performance data (EPI, energy savings, etc.)</li> </ul>
5	<p><b>Experience in Institutional / Innovation / Training Facilities</b> The bidder must have designed at least two projects of similar nature such as:</p> <ul style="list-style-type: none"> <li>• Innovation centers, research facilities, training institutes, or public engagement spaces</li> <li>• Projects with auditoriums, labs, or demonstration areas</li> <li>• Project completion certificates and drawings</li> <li>• BRPL references</li> </ul>	Documentary evidence to be submitted
6	<p><b>Experience with Urban, Constrained, or Brownfield Sites</b> The bidder should have experience in designing projects within constrained urban environments, including sites with existing infrastructure such as substations or operational facilities.</p> <ul style="list-style-type: none"> <li>• Project documentation showing site constraints and design response</li> </ul>	Documentary evidence to be submitted
7	<p><b>Capability in Building Performance Simulation and Energy Modeling,</b> The bidder must have in-house or associated capability to perform:</p> <ul style="list-style-type: none"> <li>• Energy modeling and simulation</li> <li>• Daylight analysis</li> <li>• Thermal performance and envelope optimization</li> <li>• Life cycle cost analysis</li> <li>• List of tools used (e.g., eQuest, Energy Plus, IES, Design Builder)</li> <li>• Sample reports from previous projects</li> </ul>	Documentary evidence to be submitted
8	<p><b>Experience in Grid-Interactive and Smart Buildings (Preferred)</b> The bidder should demonstrate experience or understanding of:</p> <ul style="list-style-type: none"> <li>• Smart building systems, BMS integration</li> <li>• Renewable energy integration (solar PV, storage)</li> <li>• Grid-interactive buildings or demand response capabilities</li> <li>• Project references or concept notes</li> </ul>	Documentary evidence to be submitted

9	<p><b>Statutory Approvals and Liaison Experience</b> The bidder must have prior experience in obtaining approvals from statutory authorities such as:</p> <ul style="list-style-type: none"> <li>• Local municipal bodies</li> <li>• Fire department</li> <li>• Environmental and regulatory agencies</li> <li>• List of approvals obtained in past projects</li> <li>• Completion/occupancy certificates</li> </ul>	Documentary evidence to be submitted
10	<p><b>Team Strength and Key Personnel Qualification</b> The bidder must propose a qualified team including team management diagram consisting of</p> <ul style="list-style-type: none"> <li>• Lead Architect (minimum 10 years experience)</li> <li>• Structural Engineer</li> <li>• MEP Consultant</li> <li>• Sustainability / Green Building Expert</li> <li>• Landscape Architect</li> <li>• CVs of key personnel</li> <li>• Commitment letters from sub-consultants</li> </ul>	Documentary evidence to be submitted
11	<p><b>Quality and Process Certifications</b> The bidder should have valid certifications such as:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2015 (Quality Management)</li> <li>• ISO 14001 (Environmental Management)</li> <li>• Copies of valid certificates</li> </ul>	Documentary evidence to be submitted
12	<p><b>Past Performance and BRPL Feedback</b> The bidder must provide evidence of successful completion of projects with satisfactory BRPL feedback.</p> <ul style="list-style-type: none"> <li>• Performance certificates</li> <li>• BRPL testimonials</li> </ul>	Documentary evidence to be submitted
13	<p><b>Local Presence and Site Support Capability</b> The bidder should have a presence in Delhi/NCR or demonstrate the ability to provide continuous on-site support during design and execution.</p> <ul style="list-style-type: none"> <li>• Office details or undertaking for deployment</li> </ul>	Documentary evidence to be submitted
14	<p><b>Design Approach Note:</b> The Design Approach Note shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Approach for managing the Integrated Design Process in coordination with all stakeholders.</li> <li>• Design vision for the project, outlining how it will respond to the site context, functional requirements, and stakeholder needs.</li> <li>• Strategies to achieve high-performance goals, including attainment of a LEED Platinum rating.</li> <li>• Strategies for designing a grid interactive, future-ready building.</li> </ul>	Documentary evidence to be submitted

15	Bidder has to submit a <b>presentation</b> (in person) on a specified date and time to be informed by BRPL, after bid submission through separate mail.  Minimum 60 points apart from the above points.	BRPL will inform separately through mail to each bidder via respective contact person/ SPOC.  <u>Particulars on which email required</u> Bidder Contact Person: Bidder Email ID : Bidder Contact No:
----	---	---

**Note: For technically qualification, Bidder has to achieve 60 points in the presentation (as per the score card attach as per Annexure - 1 apart from above 14 points ( SI no 1 to 14 as above).**

### **Commercial Qualification Criteria**

The bidder can be an OEM or their Authorized channel partner and must fulfill the followings:

- 1) The bidder must have a cumulative turnover of Rs. 2 Crores or more during the last three financial years (2023-24, 2024-25 and 2025-26).
  - Audited Balance Sheets duly certified by CA to be submitted. Bidder has to submit UDIN based CA certificate / financial statement as proof of the same.
  - In case audited balance sheet of FY: 2025-26 is not available, then bidder can submit provisional balance sheet of FY: 2025-26 along with UDIN based CA Certificate.
- 2) The bidder should have a positive net worth as on the last day of the preceding financial year with respect to the date of bid submission.
  - The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2024-25. The Net worth certificate must have UDIN Number.
- 3) Entities that have been currently debarred/ blacklisted by any Private/central/state government institution including electricity boards of India, any of the DISCOMs in India, lack qualifying pre-requisites to participate in this tender and will not be considered. Accordingly an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidder(s) who are currently debarred/ blacklisted/ suspended by BRPL shall not be considered in this tender.
  - Undertaking on Bidder's letterhead
- 4) Bidder should be a registered company in India for supplying architect for Construction under the Indian Companies Act 1956 and should have a valid registered office in India with a valid PAN and GST Registration.
  - Copy of certificate of PAN and GST Registration.
- 5) The bidder should submit an undertaking for "No Litigation" / no legal cases pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.
  - Undertaking on Bidder's Letterhead

- 6) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document (s). Further, in case any of the documents/certificates/information submitted by the bidder are found to be false or forged, BRPL at its sole discretion shall be free to take any action as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BRPL & Its group companies for an indefinite period as may be decided by BRPL.
- Undertaking on Bidder's Letterhead

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

Please Note:

- a) Firms who are debarred/ blacklisted in BRPL in the past & other utilities in India will not be considered.
- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by office inspection or by any other means and company's decision shall be final in this regard.
- c) 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 2023-24, 2024-25 and 2025-26) financial statement
- b) Bidder to submit UDIN based CA Certificate mentioning no dues pending as on date for all the statutory compliance like GST etc.
- c) Details of constitution of the company (Proprietary/ Limited. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) No of Employees detail
- h) Premises Detail and addresses across India.
- i) Income Tax return for last 3 years

Notwithstanding anything stated above, BRPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Bidders already qualified against previous tenders for similar requirement ALSO NEED TO SUBMIT the documents in support of qualification criteria.

## 5. PRE-BID MEETING:

A pre-Bid meeting shall be organized digitally (through web conferencing platform) at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

The details of the proposed WebEx meeting (if applicable) are given below: -

Monday, April 20, 2026 3:00 PM | 4 hours 30 minutes | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Link:

NIT – 1350 Tender for Hiring of Architect for Design & Supervision for Construction of Centre of Excellence Building at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 of BRPL

<https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=mef319349b594e98568f7efe6f6f5841d>

Meeting number: 2515 792 1801

Password: 1350 (1350 when dialing from a video system)

All queries related to this tender must reach to C&M Department of BRPL at least three days before the date of the pre- bid meeting. All the bidder's queries shall be replied to in the pre-bid meeting. In case any change is required in the tender document the same shall be affected in the form of corrigendum to this tender. The bidder or their representatives who intend to bid and who have either purchased tender documents or will pay tender fees for downloaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to the pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document& corrigendum if any.

## 6. BID SUBMISSION

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

**Head of Department,  
Contracts & Material Department,  
BRPL Rajdhani Power Limited,  
1st Floor, Tender Room,  
BRPL Bhawan, Nehru Place,  
New Delhi-110019.**

- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. **No price bid shall be submitted in Pen Drive.** The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

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

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

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
- c) EMD of requisite amount
- d) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- e) Technical Literature if any.
- f) Technical Details / Filled in GTP/Type test report (if applicable) etc
- g) Testing Facilities (If applicable)
- h) Details of experience of works of the same or similar nature. Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
- i) Power of attorney
- j) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- k) No Deviation Declaration
- l) Any other relevant document to support bidder meeting QR
- m) Original Tender documents duly stamped & signed on each page as token of acceptance
- n) Qualified Manpower available & Organization chart

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

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

**6.3.2 PART B: PRICE BID (Envelop-2):**

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

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

**6.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-IV in this tender

document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

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

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

**7 TIME SCHEDULE**

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

S. No	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT submit in excel format as per APPENDIX-X at <a href="mailto:sanjeev.latwal@reliancegroupindia.com">sanjeev.latwal@reliancegroupindia.com</a> <a href="mailto:Bhaskar.Chattopadhyay@reliancegroupindia.com">Bhaskar.Chattopadhyay@reliancegroupindia.com</a> <a href="mailto:Amitava.nandi@reliancegroupindia.com">Amitava.nandi@reliancegroupindia.com</a>	Upto Monday, 20.04.2026, 14:00 HRS
2	Pre-Bid Meeting	Discussion on pre-bid queries Monday, April 20, 2026 3:00 PM Link: <a href="https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=mef319349b594e98568f7efe6f6f5841d">https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=mef319349b594e98568f7efe6f6f5841d</a> Meeting number: 2515 792 1801 Password: 1350 (1350 when dialing from a video system)	Monday 20.04.2026; 15:00 Hrs
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	Thursday, 23.04.2026; 15:15 Hrs
4	Opening of Techno-Commercial Bid	Opening of PART-A	Thursday, 23.04.2026; 15:45 Hrs
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately

6	Reverse Auction (If required)	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: <a href="mailto:BRPL.Eauction@reliancegroupindia.com">BRPL.Eauction@reliancegroupindia.com</a>
---	----------------------------------	-----------------	--

## 8 AWARD DECISION

- 8.1. Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- 8.2. The Company reserves all the rights to award the contract to single bidder who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 8.3. Qty Variation: The Company reserves the rights to vary the quantity by (+/-) any extent of the tender quantity.
- 8.4. In case the performance of any bidder is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award the work to another bidder(s) who will be found eligible/fit.
- 8.5. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.
- 8.6. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.
- 8.7. In the event of your bid being selected by company (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

## 9 MARKET INTEGRITY

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

- Failure to honor prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT
- Misrepresentation of facts, submitting false and fabricating documents

**10 CONFIDENTIALITY**

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

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

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

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

**11 CONTACT INFORMATION**

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

Address	Name & Designation	E-mail Address / Phone Number
BRPL Rajdhani Power Ltd C&M Dept, 1 <sup>st</sup> Floor, Tender Room, BRPL Bhawan, Nehru Place, New Delhi 110019	<b>Technical</b>	
	Sh Adarsh Nagarajan (Head – Network Modernization)	<a href="mailto:Adarsh.Nagarajan@reliancegroupindia.com">Adarsh.Nagarajan@reliancegroupindia.com</a> /011-4910 7090
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	<b>Commercial</b>	
	Mr. Sanjeev Latwal Sr Manager – (C&M)	<a href="mailto:Sanjeev.Latwal@reliancegroupindia.com">Sanjeev.Latwal@reliancegroupindia.com</a> / 011-4920 9281
	Mr. Bhaskar Chattopadhyay AsVP – (C&M)	<a href="mailto:Bhaskar.Chattopadhyay@reliancegroupindia.com">Bhaskar.Chattopadhyay@reliancegroupindia.com</a> / 011-4910 7402
Mr. Amitava Nandi Head(Contracts)– C&M	<a href="mailto:Amitava.Nandi@reliancegroupindia.com">Amitava.Nandi@reliancegroupindia.com</a> / 011-4920 9619	

\*\*\*

**SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)**

## **SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)**

### **1. GENERAL**

BRPL Rajdhani Power Ltd (BRPL), hereinafter referred to as the “Company” is desirous for awarding work “For Hiring of Architect for Design & Supervision for Construction of Centre of Excellence Building at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 of BRPL” as notified in this tender document.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company’s decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

### **2. SCOPE OF WORK**

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

### **3. DISCLAIMER**

- 3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BRPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.
- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.3. Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information

supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.

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

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

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

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

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

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

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

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

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
- (a) by way of uploading the corrigendum/amendment on BRPL website (in case of public tender),
  - (b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)
- All such corrigendum & amendments will be binding on the bidders.
- 6.3. In order to provide prospective Bidders a reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

## **7. PREPARATION OF BIDS & LANGUAGE**

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

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

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

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

## **9. BID FORM**

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

## **10. BID PRICES**

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

The Bidder shall complete the appropriate Price Schedules included herein, stating the

Unit Price for each item & total Price with taxes, duties & freight upto destination.

- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.
- 10.03 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/ Price Variation Clause will be treated as non -responsive and rejected.**
- 10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

## 11. BID CURRENCY

Prices shall be quoted in Indian Rupees Only.

## 12. PERIOD OF VALIDITY OF BIDS

- 12.1. Bids shall remain valid & open for acceptance for a period of 240 days from the date of opening of the Bid.
- 12.2. Notwithstanding above, the Company may solicit the Bidder’s consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

## 13. ALTERNATIVE BIDS

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

## 14. FORMAT AND SIGNING OF BID

- 14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.
- 14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

- 14.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

## **15. SEALING AND MARKING OF BIDS**

- 15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.2. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — “Technical & EMD”. 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, Copy-1, and the envelopes should be super scribed with — “Tender Notice No. & Due date of opening”.
- 15.2. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

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

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

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

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

## **18. LATE BIDS**

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

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

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

## **20. EVALUATION OF BID**

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

## **21. CLARIFICATION OF BIDS**

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

## **22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

## **23. EVALUATION AND COMPARISON OF BIDS**

- 23.1. The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.2. The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check later on the Techno-Commercial Proposals and the Conditionality of the Bidders would be evaluated.

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

- 23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Delivery schedule
  - (b) Conformance to Qualifying Criteria
  - (c) Deviations from Tender Documents
  - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
  - (e) Change in the quantity from mentioned in the tender
- 23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.
- 23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
- 23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

## **24. CONTACTING THE COMPANY**

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

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

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

## **26. AWARD OF CONTRACT**

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work.

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

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract.

## **28. LETTER OF INTENT/ NOTIFICATION OF AWARD**

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of supply/work/order.

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

## **29. CORRUPT OR FRAUDULENT PRACTICES**

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. In pursuance of this policy, the Company:

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

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

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

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

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

## **30. PROCESS TO BE CONFIDENTIAL**

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

\*\*\*\*\*

**SECTION – III : SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**

**SECTION III**  
**SPECIAL CONDITIONS ON CONTRACT (SCC)**

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

**1. DEFINITIONS**

**1.1. Engineer-in-charge (EIC) / Officer-in-Charge (OIC)**

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

**2. SCOPE OF WORK**

The scope includes providing for "Hiring of Architect for Design & Supervision for Construction of Centre of Excellence Building at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 of BRPL". as per detailed scope of work as enumerated in Section – V.

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

3.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of 26 months. Notwithstanding the continuous/periodic review/assessment of contractor's performance by BRPL, at its discretion,

3.2 That further Renewal and extension of the agreement shall be the sole prerogative of BRPL. BRPL reserves the right to renew the agreement.

3.3 Illustrative Conditions for Renewal and Extension of Agreement Beyond Agreement Duration:

BRPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BRPL may, at its discretion, renew even within One Month of expiry of agreement. BRPL reserves the right not to renew and extend the agreement beyond agreement duration. However, in exceptional cases when the Contract period shall be extended beyond 26 months then same shall be discussed and agreed mutually

3.4 BRPL shall notify the Contractor of any possible extension or request the Contractor to furnish additional information, as may be required, for granting such extension.

#### 4. ORDER VALUE

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

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

- (a) increased labour costs including minimum wages or costs related to vehicles / materials/ other equipment's provided,
- (b) changes in insurance premiums, if any , and/or
- (c) changes in legislations or regulations relating to the Service.

#### 5. RATES & ESCALATION

- 5.1. The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever.
- 5.2. The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:
  - I. Cost of Labour, Materials, Tools &tackles and supervision.
  - II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.
  - III. Mobile and Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
  - IV. Uniform with all accessories for the team as per the sample decided.
  - V. Rates shall be valid for all heights and locations.
  - VI. All other expenses incidental to the job.
  - VII. The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempts for providing the service.
  - VIII. Compliance with all labour laws including Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

#### 6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

- 6.1 Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.
- 6.2 The CPBG shall be of 7.5% (Seven and half %) of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.

- 6.3 The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.4 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement 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 of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.
- 6.6 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BRPL iv) NOC issued by BRPL compliance cell
- 6.7 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BRPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 6.8 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BRPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BRPL and provide a copy of such renewed CPBG.
- 6.9 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BRPL.

## 7. TERMS OF PAYMENT:

S. No.	Stage	Fees Payable (%)	Cumulative (%)
<b>Part - A - Architect for Design of Centre of Excellence Building</b>			
1	<b>Concept Design :</b> Submission, review and after acceptance from Engineer-In-Charge(EIC) of BRPL for Architectural design and drawing	30%	30%
2	<b>Schematic Design:</b> Submission, review and after acceptance from EIC of BRPL for Structural design and drawing	30%	60%
3	<b>Schematic Deliverable:</b> Submission, review and after acceptance from EIC of BRPL for complete drawings including 3D views, Plumbing , Electrical & HVAC ,Interiors, Exteriors, Landscape etc as per the scope of the tender.	40%	100%
<b>Part - B - Architect for Supervision , Inspection during Construction of Centre of Excellence Building</b>			
4	<b>Supervision &amp; Inspection:</b> Periodical inspection and review during construction work (Min 4 visit per month or more as per the site/EIC requirement).	40%	40%
5	Final review and clearance from Architect and submission for As build drawing (3 sets in hard copy & 1 soft copy in PDF and CAD version).	25%	65%
6	Submission of documents/Application for Lead Certification.	10%	75%
7	After certification of Buildings from IGBC/ Swagriha and Submission of All deliverables and clearance by Engineer-in-charge, BRPL.	25%	100%

NOTE : Bidder may claim an amount upto 10% of contract value as an advance payment upon submission of advance bank guarantee of equivalent amount. The ABG will be released after recovery of said amount during contract tenure.

7.1 All monitoring, measurement, billing & payment processes shall be on IT enabled platform to be provided by BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

7.2 The contractor shall submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favor of BRPL Rajdhani Power Ltd, BRPL Bhawan, Nehru Place, Delhi. Further the Contractor shall also upload correct monthly running bills along with all supporting documents in online

BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

- 7.3 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 7.4 The billing period shall be till the end of the calendar month for all the bills.
- 7.5 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.6 The Contractor shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary paid in previous month along with the bills of the current month.
- 7.7 Notwithstanding anything with the release of payment of bills by the Company to the Contractor, the Contractor shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Contractor pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release of payment of the bill by the Company to the Contractor and the payment of any salary, wages or any other dues whatsoever by the Contractor to its employees and workmen.
- 7.8 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.
- 7.9 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

## 8. NOT IN USE

## 9. PENALTY

- 8.1 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.
- 8.2 Total annual aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.

## 10. 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.
- e) If they are required to be covered, it shall be ensured that the covers are in place.
- f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.

The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. Contractor is liable for the penalties / other action by the authorities, the contractor shall indemnify BRPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

## 11. DERC GUIDELINES & REGULATIONS

The bidder shall make himself fully aware & familiarize with prevailing DERC guidelines / regulations.

\*\*\*\*\*

**SECTION – IV :**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

## SECTION – IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

#### **1. DEFINITION & INTERPRETATION**

##### **1.1 Definition**

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

- 1.1.1 “Accounting Year” means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2 “Applicable Laws” means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3 “Change in Law” means the occurrence of any of the following after the execution of agreement:
- (i) The enactment of any new Indian Law;
  - (ii) The repeal, modification or re-enactment of any existing Indian Law;
  - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
  - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
  - (v) It also includes changes in the tax rates upward or downward.
- 1.1.4 “Change in Service” means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5 “Communication” means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

- 1.1.6 "Company/Owner/Purchaser/First Party " the terms used in this agreement shall refer to BRPL Rajdhani Power Limited (BRPL) having its office at BRPL Bhawan, Nehru Place, Delhi-110019 and shall include its authorized representatives, agents, successors and assignees.
- 1.1.7 "Contractor/Agency/Vendor" means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.
- 1.1.8 "Contract" /" Agreement"/"Work Order" means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BRPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BRPL.
- 1.1.9 "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10 "Agreement Value/Consideration" means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.
- 1.1.11 "Force Majeure" shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.12 "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.13 "HSE Conditions" shall mean the BRPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.
- 1.1.14 "KPI" shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis
- 1.1.15 "Manpower" means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

- 1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.17 "Service(s)" / "Works" shall mean Company/BRPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BRPL from time to time under the Contract Period.
- 1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BRPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BRPL.
- 1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BRPL, and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.
- 1.1.21 "Tax Invoice" / " Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

## **1.2 Interpretation**

In the Contract except where the context requires otherwise:

- 1.2.1 Words indicating one gender include all genders
- 1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record
- 1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force
- 1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities
- 1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.
- 1.2.6 The terms defined in schedule and the BRPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7 The words "include" and "including" shall be construed without limitation
- 1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of

any such right shall preclude any other or further exercise thereof or the exercise of any other right

1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and

1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

## 2. PRIORITY OF CONTRACT DOCUMENTS

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

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

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

## 3. AMENDMENT

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

## 4. LANGUAGE AND MEASUREMENT

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

## 5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company

shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

## 6. TAXES & DUTIES

- (i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.
- (iii) Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.
- (iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.
- (vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.
- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

## 7. PAYMENT

- 7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.
- 7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice ( Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.
- 7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.
- 7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.
- 7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

## 8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

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

## 9. TIME ESSENCE OF CONTRACT

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

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

## 10. LIQUIDATED DAMAGE

- 10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding. If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BRPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:
  - a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;
  - b) Equivalent to the penalties defined in various clauses of tender/contract.

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

## **11. PERIOD OF MOBILISATION**

The contractor shall mobilize its resources to carry out the assigned services under this Agreement within 30 days from the issuance of LOI/Order so that services are made available from the date of start of the work mentioned in LOI/Order.

## **12. OPENING OF SITE OFFICE:**

The Contractor shall also open and maintain a site office in the area and depute its authorized representative there.

## **13. ACCESS TO THE SITE**

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

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

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

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

## 14. INSPECTION & QUALITY CONTROL

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

## 15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

- 15.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.
- 15.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BRPL during this period.
- 15.3. Within 30 days of the expiry of the contract, the Contractor's representative and BRPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/equipment/services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.
- 15.4. No payments shall be admissible for the demobilization period/activities.
- 15.5. In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization period, BRPL at its sole discretion can get the work done / Services rendered/ equipment restored/ repaired/substituted by new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted/recovered from the bills of the contractor or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Contractor's side , of any nature, including the claim citing the award of work to third party and consequences thereof, shall not be maintainable.
- 15.6. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.
- 15.7. Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during demobilization/ handover on contract completion.

## 16. REPORTS AND INFORMATION

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

and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

**17. STATUTORY OBLIGATIONS – NOT APPLICABLE**

**18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS --- NOT APPLICABLE**

**19. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT**

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

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

19.2.1.1. Misconduct shall refer to the following:

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

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

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

**19.4. PENALTY FOR MISCONDUCT**

(a) The penalty to be imposed in case of misconduct shall be as follows:  
In case of any misconduct as defined above penalty of Rs 5000/- per incident shall be levied.

(b) In case of multiple incidences of Misconduct:

- 1) 4 complaints per annum OR

2) More than 1 complaint in a quarter  
An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

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

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

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

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

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

19.6. Contractor shall deploy the manpower in mutual consultation with BRPL. BRPL reserves the right to reject deployed manpower, in case the same is not found suitable.

19.6.1. The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BRPL within one month of deployment.

Such reports shall be shared with BRPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

## 20. STATUTORY PERMISSION/ APPROVALS

20.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.

20.2. Contractor ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.

20.3. Contractor shall comply with all the amendments to existing acts, upcoming new comprehensive labour acts related to applicable labour law, wage code etc

## 21. PERMITS, LICENSES&APPROVALS

- 21.1. It shall be the Contractor's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Contractor, the Company may, where it is necessary to do so, provide reasonable assistance to the Contractor, at the risk and cost of the Contractor, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.
- 21.2. The cost of obtaining the above-mentioned permits, approvals and licenses and follow-up of the applications for such permits, approvals and license shall be borne by the Contractor.
- 21.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

## 22. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

- 22.1. It is a legally recognized entity under the laws of India;
- 22.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 22.3. 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 Agreement;
- 22.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 22.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 22.6. 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, and in any event, in accordance to this Work Order/agreement;
- 22.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;

- 22.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;
- 22.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, 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 have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

### 23. EVENTS OF DEFAULTS

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

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

### 24. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred alongwith overhead charges @15% shall be debited to/recovered from the Contractor.

## 25. LIMITATION OF LIABILITY

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

## 26. TERMINATION

### 26.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

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

### 26.2. PREMATURE TERMINATION

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

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

### 26.3. TERMINATION BY COMPANY FOR CONVENIENCE

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

## 27. GOVERNING LAW AND ARBITRATION

- 27.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
- 27.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.
- 27.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

## 28. FORCE MAJEURE

### 28.1. General

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

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

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

**28.2. Specific Events of Force Majeure**

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

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

**28.3. Notice of Events of Force Majeure**

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

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

**28.4. Mitigation of Events of Force Majeure**

The Contractor shall:

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

**28.5. Burden of Proof**

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in

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

#### **28.6. Termination for Certain Events Of Force Majeure**

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

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

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

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

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

### **29. NOTICE & COMMUNICATION**

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

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

### **30. SAFETY CODE**

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

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

30.3. The Contractor employing two hundred employees or more, including employees

deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

- 30.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 30.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BRPL and the safety officer, containing the details of the accident, any injury or 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 BRPL at the end of each month.
- 30.6. The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P, PPE, annual safety audit reports etc in line with CEA norms

### **31. WORKMEN COMPENSATION --- NOT APPLICABLE**

### **32. THIRD PARTY INSURANCE --- NOT APPLICABLE**

### **33. HUMAN RESOURCE ISSUES**

- (A) The Contractor would execute the works under agreement through its own resources.
- (B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- (C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.
- (D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.

- (G) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.
- (H) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.
- (I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.
- (J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
- Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
  - Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
  - To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
  - Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.

- (L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.

#### **34. DEPLOYMENT OF RESOURCES**

- 34.1. Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per the format in Section-V, scope of work.
- 34.2. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 34.3. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company/Engineer In-Charge finds the resources not suitable or not up to the mark, the Contractor shall deploy the alternate resources immediately.
- 34.4. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BRPL on a daily basis if required by the Divisional In-charge.
- 34.5. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.
- 34.6. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the contractor.

### 35. REPLACEMENT OF RESOURCE(S)

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

### 36. CONTRACTOR'S OBLIGATIONS

#### A) General Obligations

- 36.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.
- 36.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BRPL's requirements. The Contractor shall give notice to BRPL, within forty-eight (48) hours of the receipt of BRPL's requirements, of any error, fault or other defect in the BRPL's requirements or such items of reference.
- 36.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 36.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BRPL.
- 36.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BRPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 36.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and materials upto the Site and back.

- (b) Availability of skilled Manpower in time.
  - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
  - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;
- 36.7 The Contractor shall, whenever required by the BRPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BRPL.
- 36.8 Train its Manpower in the manner as reflected in their training manual, requirements of BRPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to relievier / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BRPL.
- 36.9 Contractor agrees to provide all preliminary information or data as may be required by the Company/BRPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 36.10 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BRPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BRPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.
- 36.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 36.12 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BRPL.
- 36.13 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BRPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BRPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BRPL reserves right to recover a suitable amount as per BRPL discretion. BRPL decision in this regard shall be final & binding.
- 36.14 The Contractor shall not use the name of the company/BRPL in any manner for credit arrangement or otherwise and it is agreed that the company/BRPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.
- 36.15 In case, if the company/BRPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.

- 36.16 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BRPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.
- 36.17 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 36.18 The Contractor shall provide such uniforms as approved by the company/BRPL.
- 36.19 Immediately on commencement of the Contract, Contractor shall provide complete bio data of each Manpower employed at Site and shall ensure that the information provided in respect of each Manpower is verified and correct.
- 36.20 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 36.21 Contractor must ensure that child labour are not to be deployed at the Site.
- 36.22 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.
- 36.23 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose
- 36.24 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.
- 36.25 If required and on specific instructions by the company/BRPL, Contractor shall periodically rotate the Manpower after every 12 months or period as requested by the company/BRPL. BRPL to Communicate the same to the Contractor atleast 20 working days before rotation of Manpower is intended.
- 36.26 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 36.27 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Contractor without any risk and cost of the BRPL.
- 36.28 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 36.29 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not

violate any statutory provisions / Applicable Law and shall keep BRPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BRPL reserves right to recover reasonable compensation at the discretionary of BRPL.

- 36.30 Contractor to provide master plan for deployment of Manpower and related resourced to the Company/BRPL before commencement of the Services. Along with this Contractor shall provide documentations in details covering Manpower details as requested by BRPL.

**B) Compliance with Applicable Laws by Contractor**

- 36.31 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters
- 36.32 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BRPL or seek any extension of time due to its ignorance of any Applicable Law.
- 36.33 The Contractor shall indemnify the company/BRPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Contractor in relation to the performance of the Services.
- 36.34 Contractor is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.
- 36.35 Contractor shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.
- 36.36 Payment of gratuity (if any) to Manpower will be sole responsibility of the Contractor.
- 36.37 Contractor to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans–List of Manpower with PF and ESIC numbers to maintained up to date by Contractor and if required to be shared with BRPL.

**C) Contractor's Other Obligations**

- 36.38 The Contractor shall also provide the necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to Company. Without such proof, the invoices will not be processed for payment.
- 36.39 The employees deployed by the Contractor shall be employees of the Contractor.
- 36.40 At no point in time shall any employee of the Contractor claim to be the employee of the

Company.

- 36.41 The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- 36.42 The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other Company employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the Company shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a medical certificate certifying that the said employee is medically fit. It is further agreed that without such medical certificate, Company shall not permit any such Contractor's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.
- 36.43 The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 36.44 The Contractor shall provide uniforms to its manpower and shall provide an authority letter to the its manpower and they shall carry the same when they are on duty at the Company.
- 36.45 Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
- 36.46 The Contractor shall deploy electronic attendance marking system for their Resources and maintain records for the same. The same has to be produced if demanded by the Company.
- 36.47 The Contractor shall fully guide, supervise and monitor the Contractor's manpower deployed in Company locations by its Supervisors.
- 36.48 Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to Company along with their inspection report on weekly basis.
- 36.49 The Contractor undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, BRPL shall be within its rights to make necessary deductions in addition to such rights as available under contract.

### 36.50 TIMELY DISBURSEMENT OF WAGES

The Contractor shall ensure that monthly wages/salary disbursed to its manpower timely but not later than 7th of each month. Though the company endeavours to process Contractor's bills on time as per the payment timelines mentioned in agreement (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the Contractor's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfil their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BRPL reserves the right to terminate the agreement in case of second or subsequent repeated instances of delay in disbursal of the wages.

### 37. THE COMPANY/BRPL'S OBLIGATIONS/RESPONSIBILITIES

- 37.1 BRPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Contractor.
- 37.2 BRPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Contractor. However, BRPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.
- 37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BRPL as and when demanded,
- 37.4 The Company/BRPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.
- 37.5 BRPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BRPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.
- 37.6 BRPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BRPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BRPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

### 38. INDEMNITY

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

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

### 39. SECRECY & CONFIDENTIALITY

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

money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

39.6 Contractor shall submit signed NDA as per the format 4.3 attached.

#### **40. NON-EXCLUSIVITY**

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

#### **41. SEVERABILITY**

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

#### **42. ASSIGNMENT & SUBLETTING**

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

#### **43. ASSIGNMENT BY THE COMPANY**

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

#### **44. NOT USED**

#### **45. NO JOINT VENTURE**

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

## 46. WAIVER OF RIGHTS

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

## 47. 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. BRPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly.

## 48. CONTRACTOR'S EQUIPMENT

- 48.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.
- 48.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.
- 48.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.
- 48.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

## 49. AVAILABILITY OF TOOL & PLANT (T&P)

The contractor shall provide T&P to their staff as mentioned in Scope of work. The contractor shall provide all tools in the beginning of contract and shall ensure the proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of make as specified in the Scope of work. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

## 50. FREE ISSUE MATERIAL

- 50.1 The Company, may provide free issue materials to Contractor in those cases only where it is specifically mentioned in the tender Terms & Conditions. Transportation of free issue materials from site / store or place of availability at site to the work area shall be in scope of the contractor.

- 50.2 Contractor shall submit Reconciliation Statement of these free issue materials along with monthly bill. Reconciliation Statement will show issued quantity of free issue materials/ quantity consumed in work and quantity balance in contractor's stock.
- 50.3 The Contractor shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the contractor shall be responsible for the safe custody of materials till the materials are utilized, fabricated, erected and accounted for in all respects.

## 51. VENDOR CODE OF CONDUCT

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

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

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

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

## 52. DISCLOSURE OF RELATIONSHIP

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

## 53. MSME

- 53.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.

- 53.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract
- 53.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
- 53.4. The Contractor to furnish the undertaking to the Company in this regard.

#### **54. COVID GUIDELINES**

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

#### **55. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION – IF REQUIRED**

All debris shall be removed and disposed off 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.

- (a) No construction material/ debris shall be stored on metalled road.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Over loading of vehicles shall be strictly prohibited
- (f) The construction material at site shall be stored under wet and covered condition.
- (g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.

- (h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
- (i) 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.
- (j) Wet jet in grinding and stone cutting is being permitted at site.
- (k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
- (l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
- (m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

The Execution contractor 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. Contractor shall be liable for the penalties / other action by the authorities, the contractor shall indemnify BRPL from all liabilities on this account.

## 56. ENVIRONMENTAL, HEALTH & SAFETY

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

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

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

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

## 57. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Contractor consisting of general conditions and complete scope of work.

Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

BSES RAJDHANI POWER LIMITED NIT 1350

**SECTION V**

**SCOPE AND TECHNICAL SPECIFICATIONS**

BSES RAJDHANI POWER LIMITED NIT 1350

## SCOPE AND TECHNICAL SPECIFICATIONS

### 1. Introduction

---

BRPL Rajdhani Power Limited (BRPL) is a leading power distribution utility in the National Capital Territory of Delhi, serving 30 lakh residential, commercial and industrial consumers in the South and West regions of the National Capital Region. Over the past two decades, BRPL has pioneered customer-centric smart grid practices, including advanced metering, demand-side management initiatives, and distributed energy integration. The utility has a remarkable track record of customer engagement and introducing cutting edge innovations in utility modernization.

Building on this foundation, BRPL is keen towards establishing a Centre of Excellence (CoE) as part of its long-term transformation strategy. The Centre of Excellence (CoE) is envisioned as a landmark initiative that will consolidate ongoing efforts and position BRPL as a global leader in power distribution innovation. It will serve as a hub for piloting grid solutions on BRPL's live network, leveraging its customer base, co-developing and delivering expert-led training modules, conducting joint studies on emerging technologies and facilitating global dialogue on energy transition. The CoE will be housed in a state-of-the-art new building.

### 2. Design Brief

---

The Design Brief outlines the vision, objectives, functional requirements and delivery framework for the Centre of Excellence (CoE) of BRPL Rajdhani Power Limited (BRPL). It serves as the guiding document for the appointed Architect and project team, ensuring alignment with BRPL's strategic aspirations and operational needs. The brief defines how the CoE should be designed as a landmark facility that combines innovation, sustainability and functionality. It provides clarity on the project's vision, site conditions, space program, key stakeholders and governance structure, thereby establishing a foundation for informed design, efficient project management and seamless execution.

For ease of reference, the following nomenclature shall apply throughout this document:

Party / Entity	Referred to as
BRPL Rajdhani Power Limited (BRPL)	Client as - BRPL
Architectural firm appointed through this RFP	Architect

## 2.1 Vision

The vision for the Centre of Excellence is:

“Empowering Innovation, Inspiring Excellence – Leading the Future of Electricity.”

The Centre will act as a hub for innovation, learning and collaboration. It will strengthen BRPL's leadership in sustainable energy distribution while serving as a platform for industry-wide knowledge sharing, consumer awareness and multi-stakeholder engagement.

## 2.2 Strategic Objectives of the CoE

- To position BRPL as a global innovation leader in sustainable power distribution.
- To educate and empower stakeholders, including consumers, regulators and academic institutions, through demonstrations and capacity-building activities.
- To accelerate the integration of advanced technologies such as smart meters, automated systems, artificial intelligence-driven maintenance and distributed renewable energy.
- To promote demand response, energy efficiency and consumer engagement through interactive demonstrations and data-driven tools.
- To create a collaborative ecosystem involving start-ups, innovators, technology providers and multilateral partners, fostering research and scalable solutions.

## 2.3 Site Location



Figure 1: Site Location

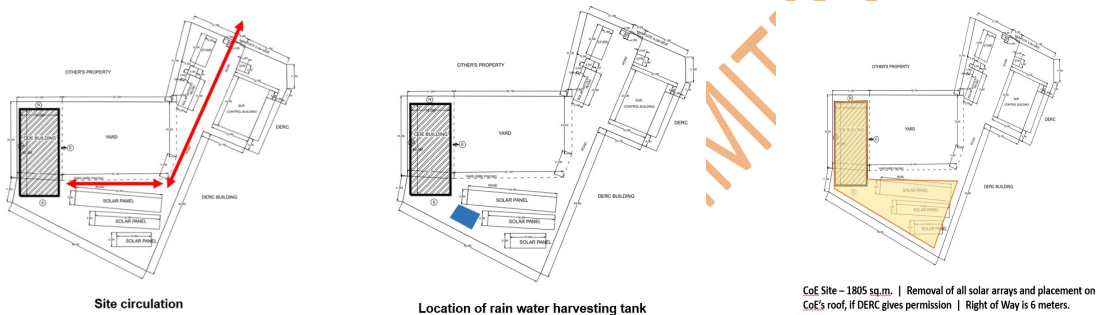
Address: BRPL 33/11kV Substation, Shivalik Grid, Malviya Nagar, New Delhi

Map Link: <https://maps.app.goo.gl/iuqexC1Sf3rKSux49>

## 2.4 Site Description

- The site is located at the BRPL substation in Malviya Nagar, New Delhi.
- The site area for the CoE is 720 sq. m which is a part of the larger site owned by BRPL.
- The yard on the site will remain in its current position.
- Two or more solar panel arrays can be relocated, subject to Delhi Electricity Regulatory Commission's (DERC) approval, to make additional site area available for the CoE building.
- A water harvesting tank is located on-site near the solar arrays.
- Landscape design needs to be sensitively done to improve aesthetics, acoustics, and enhance the users' experience of the outdoors.

**Figure 2: Site Description**



## 2.5 Functional Requirements

The table below provides tentative functional spaces/areas within the building expected area (not to be treated as exact).

Table 1: Functional Requirements

S. No.	Function	Tentative Area (Sq. M)	Notes
1.	Canteen / Kitchen	45	Open to visitors of building
2.	Coffee Shop	20	Open to visitors / Limited access
3.	Store Room	20	Limited Access
4.	Washing	10	Limited Access
5.	Lobby	30	On each floor

6.	Server Room	15	On each floor
7.	Welcome Screen / Visitor Lounge	35	Open to visitors of building
8.	Building Management System	30	Limited Access
9.	Customer Demonstration Lobby	120	Open to visitors of building
10.	Cyber Security Experience Zone	20	Open to visitors of building
11.	Customer Innovation Corner	55	Limited Access
12.	Kaizen Corner	55	Limited Access
13.	Display Centre by OEM	55	3 separate rooms of similar sizes
14.	Startup Section (Incubator Space)	55	Limited Access
15.	Startup Section	55	2 separate rooms of similar sizes. Limited Access
16.	IT Room	20	1 room on 2 floors
17.	Auditorium	350	Open to visitors of building
18.	R&D Lab	70	Limited Access
19.	Conference Room	100	Limited Access
20.	Meeting Room	15	3 separate rooms of similar sizes
21.	Live Fault Heat Map	10	Limited Access
22.	Washrooms (Men)	35	On each floor
23.	Washrooms (Women)	20	On each floor
<b>TOTAL AREA</b>		<b>~1,250</b>	<b>Sq. M</b>

Design & Supervision for Construction of Centre of Excellence Building for BRPL at BSES 33/11Kv Substation, Shivalik Grid, Malviya Nagar, New Delhi -110017.

Desired building features include:

- Energy efficient/net-zero building
- Renewable energy installations on-site
- Grid interactivity features
- No public communications during construction phase
- Public unveiling planned only after completion.
- Client's brief for an Innovation Hub.
- Facilitate early-stage feasibility discussions for IGBC/LEED/GRIHA certification

Proposed Building consisting of G+3 structure (ground + 3 floors)

- Ground floor will be parking for 100-150 vehicles
- Approximately 8,000 sq ft per floor
- South and west facing openings
- Budget estimate: 18-20 crores
- Location near Delhi Electricity Regulatory Commission (DERC)
- Floor-wise utilization plan:
  - Ground floor: Parking area
  - First floor: Customer Experience Centre
    - For RWA leaders and other stakeholders
    - Demonstrations of energy saving technologies
  - Second floor: Innovation Hub
    - For technology providers, OEMs, academia
    - Space for startups and technology demonstrations
  - Third floor: R&D Centre For distribution network improvements Testing and developing solutions

## 2.6 Key Stakeholders

The key stakeholders for the CoE project include BRPL's senior management, operations, and IT teams; regulatory bodies such as the Delhi Electricity Regulatory Commission (DERC); academic and research institutions; technology and equipment vendors; and end consumers of BRPL's services. The appointed Architect shall ensure close coordination with all relevant stakeholder groups throughout all design and delivery stages.

## 2.7 Delivery Model

The BRPL will appoint an Architect to provide Comprehensive Architectural Consultancy Services, covering Architecture, Structural, Mechanical, Electrical, Plumbing, Fire-Fighting, Landscape, Green Building, Building Performance Simulations, Life Cycle Cost Analysis, Levelized Cost of Energy Calculations and any other sub-consultants deemed necessary to fulfil the BRPL's vision and scope of services. The Architect shall also be responsible for liaison with statutory authorities to secure all necessary approvals.

### 3. Scope of Services

---

#### 3.1 List of Services

##### 3.1.1 Comprehensive Architectural Services

The following disciplines are to be engaged and coordinated by the appointed Architect:

- Architectural: Provision of comprehensive architectural design services, including planning, design development, and preparation of drawings and specifications to ensure functionality, aesthetics to fulfil the scope of services and BRPL's goals, and compliance with applicable codes.
- Structural Engineer: Design and detailing of structural systems to ensure safety, stability, and compliance with relevant standards, along with review and approval of related construction works.
- Mechanical, Electrical and Plumbing (MEP): Design and detailing of mechanical, electrical, plumbing, and associated systems to achieve efficiency, safety, and seamless integration within the overall building design.
- Fire-Fighting: Design and specification of fire detection, protection, and suppression systems in accordance with statutory codes and safety standards.
- Green Building Certification (inclusive of High-Performance Building Goals): Facilitation and coordination of design and documentation to achieve targeted High-Performance Building goals and ensuring compliance as per LEED/GRIHA/IGBC or equivalent Green Building certifications.
- Landscape Architect: Site analysis, site inventory, site planning, land planning, planting design, grading, irrigation, sustainable design, construction specification and ensuring that all plans meet the current building codes and local regulations for landscaping works.

#### 3.2 List of Stages and Milestones

##### 3.2.1 Concept Design

Purpose: To translate the BRPL's brief and site conditions into an initial design concept. This stage focuses on understanding the project requirements, exploring massing and spatial strategies, and establishing the preliminary sustainability and cost framework. At the end of this stage, the BRPL should have a clear picture of what the building will broadly look and feel like, how it sits on the site, and a rough sense of cost.

Architect's Activities:

1. Review the BRPL's requirements and program. Hold detailed discussions, record decisions, and finalise the design requirements as the basis for furtherance. Inspect the site and advise the BRPL on the need for site surveys, soil investigation, and other preliminary studies.
2. Conduct the first Integrated Design Charrette with the BRPL, BRPL representatives, and all consultants. Participate in subsequent design review meetings.
3. Prepare the conceptual site plan, floor plans, sections, elevations, and 3D model.

4. Prepare the conceptual space planning layout.
5. Prepare the area statement for gross building, floor areas, and common areas.
6. Coordinate with other specialized consultants, as required.
7. Present analysis and strategies to demonstrate potential achievement of HPB/LEED/GRIHA/IGBC or equivalent goals.
8. Prepare the Design Basis Report (DBR).
9. Prepare a broad Project Cost Estimate based on thumb rules and past project experience.

**Deliverables:**

- Site Layout Plan (line diagram) – Complete site plan showing location of building, roads, and broad landscaping elements with levels relative to TBM or AMSL; proposed and existing utilities.
- Preliminary Building Plans (line diagram) – Plans of all floors showing preliminary structural system, vertical transportation elements, core elements, vertical shafts, floor elevations, key dimensions and modular grid sizes; preliminary area summary.
- Building Sections (line diagram) – Schematic sections, floor-to-floor heights, and typical end wall sections with mean sizes.
- Building Elevations (line diagram).
- 3D Model.
- Preliminary FSI Statistics.
- Design Basis Report (DBR) – Comprising architectural, structural, MEP and fire-fighting narratives; estimated achievements of HPB/green building goals; compliance pathway for LEED Platinum rating; sizing calculations for HVAC; Project Cost Estimate; Preliminary Life Cycle Cost (LCC) for building enhancements beyond standard practice; and Levelized Cost of Energy (LCOE) calculations for Energy Conservation Measures (ECMs).

**Note: The Architect's deliverables for this stage shall be submitted to the BRPL for review. The BRPL reserves the right to approve, comment, or request revisions, and acceptance will be recorded with date and remarks, if any.**

**3.2.2 Schematic Design**

Purpose: To develop and refine the approved concept into a coordinated schematic design, with enough detail to define the design intent, identify key materials, and establish the structural and MEP strategy. This stage also produces the documents required for statutory approvals and DERC submission, along with a revised cost estimate that reflects the developed design.

Architect's Activities:

10. Review the BRPL's comments from the Concept Design stage. Incorporate them in the drawings and issue Revised Drawings with levels relating to TBM.
11. Coordinate with other specialised sub-consultants, as required. Participate in subsequent design review meetings.

12. Prepare the site plan and typical floor plans. Prepare coordinated General Arrangement (GA) drawings and define outline specifications for Architectural, Structural, Mechanical, Electrical, Plumbing, and Fire-Fighting works, with identification of key materials.
13. Prepare revised area statements for gross building, floor areas, and common areas, along with an analytical statement justifying the plan.
14. Present analysis and updated strategies for achievement of HPB/LEED/GRIHA/IGBC or equivalent goals.
15. Prepare coordinated General Arrangement (GA) drawings in compliance with applicable statutory codes and regulations, and optimise FSI consumption for obtaining statutory approvals.
16. Assist the BRPL in obtaining statutory approvals from local authorities.
17. Prepare a schematic interior design layout.
18. Prepare design documents, performance brief, and narratives to assist the BRPL for submission to the Delhi Electricity Regulatory Commission (DERC).
19. Prepare the Revised Design Basis Report (DBR).

**Deliverables:**

- Building Plans – All floor plans showing structural system, vertical transportation elements, MEP areas, core elements, key dimensions, preliminary finishes schedule and area summary.
- Roof Plans.
- Building Sections – Sections through the building, floor-to-floor heights, and typical end wall sections with beam sizes.
- Building Elevations – Major elevations with all materials identified; floor lines, overall dimensions, setbacks and overhangs.
- Schematic Details – Preliminary wall sections, standard joinery and hardware details, partial elevations indicating material specifications, coordinated framing plans, and analysis of various structural framing systems.
- General Arrangement (GA) Drawing.
- Building Programme.
- Revised Design Basis Report (DBR) – Including architectural, structural, MEP and fire-fighting narratives; green building goal estimates; compliance pathway for LEED Platinum; HVAC sizing calculations; revised cost estimate; LCC and LCOE analyses.
- Cost Estimate including LCC and LCOE.
- Illustrative Documents – Illustrative sketch design in soft format; coordination with 3D visualiser and model maker; architectural exterior finish board; civil floor finish plans with furniture layout (typical floors only).

**Note: The Architect's deliverables for this stage shall be submitted to the BRPL for review. The BRPL reserves the right to approve, comment or request revisions and acceptance will be recorded with date and remarks, if any.**

### 3.2.2.1 Design Stages Timelines

The three design stages and their timelines are outlined below.

Table 2: Design Stages and Timelines

Stage / Milestone	Assignee	Timeline
Concept Design	Architect	15 Days from Lol
Schematic Design	Architect	30 Days from Concept Design Approval
Final Design	Architect	15 Days from Schematic Design Approval

### 3.2.3 Supervision & Inspection:

1. Perform periodic inspection and review during construction work where a minimum of four visits per month or more are required as per the site/ Engineer-In-charge (EIC) requirement.
2. Obtain final review and clearance from the Architect, followed by the submission of "As-Built" drawings (provided in three hard-copy sets and one digital copy in both PDF and CAD formats).
3. Manage the formal submission of all necessary applications and supporting documentation required for LEED Certification.
4. Secure building certifications from IGBC or SVAGRIHA and ensure the submission of all project deliverables for final clearance by the BRPL Engineer-in-Charge.

#### 3.2.3.1 Timeline:

Supervision & Inspection

The timeline begins at the commencement of construction phase which will extend up to 24 months.

Stage / Milestone	Assignee	Timeline
Periodic Inspection and Review during construction work where a minimum of four visits per month or more are required.	Architect	18 Months

Obtain final review and clearance from the Architect, followed by the submission of "As- Built" drawings (provided in three hard-copy sets and one digital copy in both PDF and CAD formats).	Architect	3 Months
Submission of documents for LEED certification. Secure building certifications and ensure submission of project deliverables.	Architect	3 Months

#### 4. Value Additions / Specific Requirements

##### 4.1 LEED (Leadership in Energy and Environmental Design) Certification (Rating and Priority Areas)

The project shall achieve LEED Platinum certification. Within the LEED framework, the following fifteen criteria are the BRPL's priority focus areas for this project, as listed in the table below:

Table 3: LEED Priority Areas

S. No.	Priority Area	Description
1	Integrated Process	Coordinating all stakeholders through design charrettes to ensure clear goals and cost-effective, seamless decisions.
2	Rain-Water Management	Capturing and reusing rainwater to reduce dependence on municipal supply. Aim for exemplary performance credit.
3	Heat-Island Effect	Minimizing heat buildup through reflective surfaces, shading and green cover strategies.
4	Outdoor Water Usage	Reducing landscape water demand with native planting and efficient irrigation systems.
5	Indoor Water Usage	Conserving water through low-flow fixtures and efficient fittings.

6	Optimized Energy Performance	Building design optimization to achieve maximum energy savings. Aim for exemplary performance credit.
7	Energy Metering and Reporting	Detailed monitoring and reporting of energy use for better management and operational efficiency.
8	Commissioning	Verifying that all building systems function as intended for long-term reliability.
9	Grid Interactivity	Enabling building systems to adjust during peak demand, lowering energy costs and grid load.
10	Renewable Energy Production	Generating clean energy on site through sources such as solar power.
11	Embodied Carbon	Lowering material-related emissions through conscious design, efficient construction methods and sustainable material choices.
12	Indoor Air Quality	Ensuring healthy indoor environments through filtration and ventilation. Aim for exemplary performance credit.
13	Thermal Comfort	Maintaining comfortable indoor conditions across different seasons.
14	Interior Lighting	Providing efficient, high-quality lighting that supports occupant needs.
15	Daylight	Maximizing natural light to improve well-being and reduce energy use.

#### 4.2 High Performance Building (HPB) Goals

In addition to the LEED rating, the following High-Performance Building Goals are defined for the project. Achievement of these goals is mandatory, as indicated in the table below:

Table 4: High Performance Building Goals

S. No.	Goal	Description
1	Net-Zero Energy	Annual site energy consumption equals annual energy generated on site.
2	Energy Performance Index	Less than 51 kWh/m <sup>2</sup> .year

	(EPI)	
3	Envelope Thermal Transfer Value	Less than 0.75 W/sqft
4	Cooling Capacity Factor	600 sqft/TR or more
5	Water Consumption	23 LPCD
6	Embodied Carbon	500 Kg/m <sup>2</sup> or less
7	Resilience	Resilient structure against Earthquakes, Floods and Heat Stress.
8	Critical Functionality	Energy and water supply to support critical functions for a minimum of 3 days.

## 5. Submission Format

---

Please submit your proposal in two separate sealed envelopes, clearly labelled as Technical Proposal and Financial Proposal respectively.

### 5.1 Technical Proposal

Page limits must be strictly followed.

- 5.1.1 Executive Summary (1 page)
- 5.1.2 Firm profile, including personnel strength and turnover of the last 3 years (1 page)
- 5.1.3 Key personnel, their brief bios, including consultants (5 pages)
- 5.1.4 Relevant project experience (3 pages)
- 5.1.5 Design Approach Note (5 pages) – see Section 6 for details
- 5.1.6 Any Annexure deemed necessary by the RFP respondents (2 pages)

## 6. Design Approach Note

---

The Design Approach Note shall include, but not be limited to, the following:

- Approach for managing the Integrated Design Process in coordination with all stakeholders.
- Roles, expertise, and responsibilities of key personnel and consultants, supported by a team management diagram.

- Design vision for the project, outlining how it will respond to the site context, functional requirements, and stakeholder needs.
- Strategies to achieve high-performance goals, including attainment of a LEED Platinum rating.
- Strategies for designing a grid-interactive, future-ready building.

BSES RAJDHANI POWER LIMITED NIT 1350

**SECTION VI----- PRICE BID**

BSES RAJDHANI POWER LIMITED NIT 1350

**SECTION VI  
PRICE FORMAT**

Service Description	QTY	UOM	Basic Unit	GST in %	Unit Rate With GST	Amount
			Rate without GST			(Qty X Unit Rate with GST)
<b>PART - A</b>						
Hiring/Engagement of Architect for <b>Design of Centre of Excellence Building</b> at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 in BRPL.	1	LS				
<b>Part - B</b>						
Engagement of Architect for <b>Supervision and Inspection</b> during Construction of <b>Centre of Excellence Building</b> at BRPL 33/11KV Substation, Shivalik Grid, Malviya Nagar, New Delhi-110017 in BRPL.	1	LS				
<b>TOTAL WITH GST (A+B)</b>						

NOTE:

- 1) The prices quoted are inclusive of training of BRPL officials (if Any)
- 2) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates.
- 3) Any other item not mentioned above but are required for successful completion of the works shall be deemed to be included in the above quoted rate
- 4) Price Variation Clause: The prices shall remain firm during the entire contract period.
- 5) **Reverse Auction (RA) is mandatory and RA will be done on over value i.e Total Value of A+B. The original price bids of the bidders shall be reduced on pro-rata basis against the line item based on the final all-inclusive prices offered during conclusion of the reverse auction event for arriving at order value.**

## SECTION VII

### VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives. Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

#### I. Labour and Human Rights

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.
- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize

their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal

protective equipment. Workers shall not be disciplined for raising safety concerns.

- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

### III. Environmental

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- Chemical and Hazardous Materials -Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

#### IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.

- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.
- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modelled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

**Appendix- I**

**COMMERCIAL TERMS AND CONDITIONS**

SI No	Item Description	BRPL Terms and Conditions	BIDDER'S CONFIRMATION
1	Validity of Price	240 days from the due date of submission or amended due date of submission	
2	Price basis	Prices shall be inclusive of GST and firm	
3	Payment terms	As per Terms of Payment (7.0, Page 30)	
4	Contract Period	26 months (As per Scope Section V)	
6	Penalty for delay	1% of basic price for every week delay subject to maximum of 10% of total POWO value of undelivered units/ remaining work.	
7	Contract Performance Bank Guarantee	As per Terms of Clause (6.0, Page 28)	

**Appendix- II**

**NO DEVIATION DECLARATION**

**NO DEVIATION –A (Technical)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

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

**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

Note-The above template is indicative only, May vary depending on the nature of procurement/value.

**NO DEVIATION –B (Commercial)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

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

**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

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

**APPENDIX III**

**BID FORM**

To,

Head of Department  
Contracts & Material Deptt.  
BRPL Rajdhani Power Ltd  
New Delhi 110019

Sir,

1 We understand that BRPL is desirous of execution of .....(Name of work)

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 for the sum indicated in Price Bid 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 under take to deliver the entire goods as) 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 contract performance bank guarantee for an amount of 10% (Ten) percent of the order value exclusive of GST 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 180 days from the due date of bid submission & subsequent corrigendum/amendment/extension of due date of submission. 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 there of, 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..... 20.....

Signature..... In the capacity of

.....duly authorized to  
sign for

and on behalf of  
(IN BLOCK CAPITALS).....

**Appendix IV**

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed & stamped by the bidder along-with bid)

BRPL Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

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

1. In case of bidding through Internet medium, bidders are advised to ensure availability of all associated infrastructure as required to participate in the reverse auction event. Inability to bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
3. The bidder is advised to understand the auto bid process t safeguard themselves against any possibility of non-participation in the reverse auction event.
4. The bidder shall be prepared with competitive price quotes during the day of reverse auction event.
5. The prices quoted by bidder in reverse auction event shall be on FOR Landed cost BRPL Store/site basis inclusive of all relevant taxes, duties, levies, transportation charges etc.
6. The prices submitted by the bidder during reverse auction event shall be binding on the Bidder.
7. The bidder agrees to non-disclosure of trade information regarding bid details e.g. purchase, Identity, bid process/technology, bid documentation etc.
8. BRPL will make every effort to make the bid process transparent. However award decision of BRPL will be final and binding on the bidder.
9. The prices submitted during reverse auction event shall be binding on the bidder.
10. No request for Time extension of the reverse auction event shall be considered by BRPL.
11. BRPL shall provide the user id and password to the authorized representative of the bidder. Authorization letter in lieu of the same shall be submitted along with the signed and stamped acceptance form.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event for arriving at contract amount

**APPENDIX V**

**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 BRPL Rajdhani Power Ltd., with it's Corporate Office at BRPL 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 \_\_\_\_\_ 20\_\_\_\_\_.

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 in force up to and including One Hundred Eighty(180) 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

**APPENDIX - VI**

**LITIGATION HISTORY**

Year	Name of BRPL	Details of contract & date	Cause of Litigation/ arbitration and dispute	Disputed amount

**APPENDIX - VII**

**CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

Year	Name of BRPL	Details of contract & date	Value of outstanding work	Estimated completion date

**APPENDIX - VIII**

**FINANCIAL DATA**

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 25-26	FY 24-25	FY 23-24	FY 22-23	FY 21-22
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

**APPENDIX-IX**  
**PROFORMA OF CONTRACT CUM PERFORMANCE BANK**  
**GUARANTEE**

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

This Guarantee made at \_\_\_\_\_ this [ ] day of [ ] 2022

1. WHEREAS **M/s BSES Rajdhani Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **BSES Bhawan, Nehru Place, New Delhi 110019**, India hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for \_\_\_\_\_ (Please specify the nature of contract here) vide Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract") with M/s. \_\_\_\_\_, (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause \_\_\_ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional contract performance bank guarantee for an amount equivalent to 7.5% of the total initial average Contract Value for the timely completion and faithful and successful execution of the Contract from [ ] pl. specify the name of Bank) having its head/registered office at [ ] through its branch in \_\_\_\_\_ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs. ].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or

any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
  - (i) Vary and/or modify any of the terms and conditions of the Contract;
  - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
  - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to \_\_\_\_\_ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on \_\_\_\_\_ (pl. specify date) or unless

a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.

Dated this ..... day of ..... 2022 at .....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

**Beneficiary's bank detail with IFSC Code:**

1. Beneficiary Name : BSES Rajdhani Power Limited
2. Name of the Bank : State Bank of India
3. Bank Account No: 40214783615
4. IFSC Code: : SBIN0009601

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched the BG -Local Address of bank -----

3. Where to Dispatched the BG Head Office Address -----

**APPENDIX-X  
FORMAT FOR PRE BID QUERY SUBMISSION**

S. No	Query Type Technical/ Commercial	Page No	Clause No	BRPL Clause	Bidder Query	Bidder Company Name	Bidder Contact Person	Bidder Contact No	Bidder Email ID
1									
2									
3									

**APPENDIX-XI  
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the \_\_\_\_ day of \_\_\_\_\_, 2022

By And Between

**M/s BSES Rajdhani Power Limited**, a company registered under the Companies Act, 1956 and having its registered office at **BSES Bhawan, Nehru Place, New Delhi 110019** (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating

to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").
2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the

- demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.
  5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.
  6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).
  7. The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.
  8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

\_\_\_\_\_  
Authorized Signatory

Name:

Designation:

For the Receiving party

\_\_\_\_\_  
Authorized Signatory

Name:

Designation:

BSES RAJDHANI POWER LIMITED NIT 1350

**APPENDIX-XII  
BIDDER'S DETAILS**

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

25	Bank Guarantee Limit (in Cr.)	
26	Over Draft/Cash Credit Limit (in Cr.)	
27	Present Order Booking (Rs Cr.)	
28	Order executed with Reliance ADA (Rs Cr.)	
29	Name & Detail of relative working in BRPL	
30	Main Customer	

BSES RAJDHANI POWER LIMITED NIT 1350

**ANNEXURE - 1 (SCORE CARD)**

Sl. No.	Parameter	Total Marks	Score achieved by Bidder	Criteria
<b>1</b>	<b>Company Profile</b>	<b>10</b>		
a	Company Registration	2		Documents available - 2 Non Availability of Documents --- 0
b	Valid registration with the Council of Architecture (in India)	2		
c	PAN	2		
d	GST	2		
e	Undertaking for "No Blacklisting"	2		
<b>2</b>	<b>Relevant Experience in similar projects (Institutional buildings, R&amp;D centers, innovation hubs, CoEs)</b>	<b>10</b>		
a	No. of Projects Lead	5		8+ projects -5 5-7 projects - 4 3-4 projects - 3 2 projects - 2 Less than 2 project -- 1 None - 0
b	Experience with government / PSU / large private BRPLs	5		Government/PSU - 5 Large Private BRPLs -- 3
<b>3</b>	<b>Technical Competence</b>	<b>10</b>		
a	Understanding of CoE requirements (Flexibility, future expansion, technology integration)	5		Excellent (future-ready, scalable, modular CoE design) - 5 Strong (clear CoE-specific planning) - 4 Good understanding (some flexibility + tech integration) - 3 Basic understanding (generic design) - 2 No relevant understanding shown - 0

b	Capability in: Master planning Sustainable design (e.g., IGBC/LEED concepts) Smart building systems	3		All three domains with strong proof - 3 Two domains - 2 One domain only - 1 Not demonstrated - 0
c	Quality of design approach and methodology	2		Strong structured methodology - 2 Basic methodology - 1 Weak / unclear- 0
<b>4</b>	<b>Team Strength</b>	<b>10</b>		
a	Principal architect	4		Experience (Years in relevant work) >20 years + major projects - 4 15–20 years - 3 10–15 years - 2 <10 years - 1
b	Project managers	3		Strong PM team (3+ major projects each) - 3 1–2 experienced PMs - 2 1 PM with limited experience -1 No dedicated PM - 0
c	Structural & MEP coordination team	3		Strong integrated multidisciplinary team - 3 In-house or stable consultants - 2 Outsourced / weak coordination - 1
<b>5</b>	<b>Past Performance</b>	<b>10</b>		
a	BRPL references and feedback	5		≥5 strong verified references - 5 3–4 positive references - 3 1–2 references - 2 No references -0
b	Timely delivery track record	2		>90% - 2 75% - 90% - 1 <75% projects on time - 0

c	Cost control and variation management	1		Controlled variations upto 10% of initial costing - 1 Variation beyond 10% of initial costing - 0
d	Quality of completed works - List	2		High-quality built projects - 2 Average quality - 1 Poor portfolio - 0
<b>6</b>	<b>Design Approach &amp; Innovation</b>	<b>10</b>		
a	Conceptual ideas submitted	5		Outstanding future-ready concept - 5 Strong innovative concept - 4 Good conceptual clarity - 3 Basic concept -2 Weak / generic -1
b	Creativity and innovation	2		High - 2 Moderate - 1 Low - 0
c	Ability to integrate: Technology Sustainability User-centric design	3		Fully integrated - 3 Partial (1-2 elements) - 1-2 None - 0
<b>7</b>	<b>Project Management Capability</b>	<b>10</b>		
a	Planning and scheduling approach	3		Advanced milestone-based planning - 3 Detailed project plan -2 Basic schedule -1 No structured plan -0
b	Use of tools (BIM, project management software)	2		BIM / advanced PM tools - 2 Basic tools (AutoCAD only) -1 None - 0
c	Risk management strategy	3		Advanced mitigation framework - 3 Structured risk matrix -2 Basic identification -1 Not addressed- 0

d	Coordination with consultants and stakeholders	2		Strong stakeholder integration plan - 2 Moderate -1 Weak - 0
<b>8</b>	<b>Financial Evaluation</b>	<b>10</b>		
a	Turn Over	5		> =₹10 Cr : 5 <₹10Cr - >=8 Cr : 4 <₹8Cr - >=6 Cr : 3 <₹6Cr - >=4 Cr : 2 <₹4Cr - >= 2Cr : 1
b	Net worth	5		> =₹2 Cr : 5 <₹2Cr - >=1.5 Cr : 4 <₹1.5 Cr - >=1 Cr : 3 <₹1Cr - >=0.5Cr : 2 <₹0.5 Cr : 1
<b>9</b>	<b>Statutory &amp; Regulatory Knowledge</b>	<b>10</b>		
a	Local building bye-laws	3		Exposure - 3 No exposure - 0
b	Fire safety norms	2		Exposure - 2 No exposure - 0
c	Environmental clearances	2		Exposure - 2 No exposure - 0
d	Experience in dealing with approval authorities	3		Exposure - 3 No exposure - 0
<b>10</b>	<b>Sustainability &amp; Compliance</b>	<b>10</b>		
a	Green building certifications (IGBC, GRIHA, LEED)	5		>5 projects - 5 4-5 projects - 4 2-3 projects - 3 1 certified project - 2 None - 0
b	Energy-efficient and environmentally responsible design approach	5		Net-zero / high-performance buildings - 5 Strong simulation-based design - 4 Energy-efficient design features - 3 Basic passive design - 2 Not demonstrated - 0
	<b>Total</b>	<b>100</b>		