

**Tender Notification for**  
**UNIT RATE FINALISATION FOR PROVIDING MANPOWER OF VARIOUS CATEGORIES**  
**IN VARIOUS DEPARTMENT OF BRPL**

**NIT NO CMC/BR/22-23/RB/CR/DG/0973**

**Dated 06.01.2022**

**Due Date for Submission of Tender: 27.01.2022, 3:30PM**

**Date and Time of opening: 27.01.2022, 3:45 PM**

**BSES RAJDHANI POWER LIMITED**

**BSES Bhawan, Nehru Place, New Delhi-110019**  
**Corporate Identification Number: U74899DL2001PLC111527**  
**Telephone Number : 011-39999444**  
**Website : [www.bsedelhi.com](http://www.bsedelhi.com)**

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## **SECTION - I**

### **REQUEST FOR QUOTATION**

#### **1.1 GENERAL**

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“UNIT RATE FINALISATION FOR PROVIDING MANPOWER OF VARIOUS CATEGORIES IN VARIOUS DEPARTMENT OF BRPL”**

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below.

**The sealed envelopes shall be duly superscribed as-**

**“UNIT RATE FINALISATION FOR PROVIDING MANPOWER OF VARIOUS CATEGORIES IN VARIOUS DEPARTMENT OF BRPL” “NIT NO CMC/BR/22-23/RB/CR/DG/0973 Dated 06.01.2022”.**

RPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.1).

Cost of Tender form (Non- Refundable)	Rs.1180/- (including GST)
Estimated cost of work	Rs 23.56 Crores (Annual) i/c GST
Earnest money Deposit	Rs 5.89 Lakhs
Duration of the Work	24 Months (from date of issue of LOI/order),
Tender documents on sale	06/01/22 (working days)
Date & time of Submission of Tender	27/01/2022 till 1530 HRS
Date & time of opening of Tender	1545 HRS on 27/01/2022

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

Head of Department  
Contracts & Material Dept.  
BSES Rajdhani Power Limited  
I Floor, “C” Block, BSES Bhawan  
Nehru Place  
New Delhi -110019

Details of BRPL for tender fee submission is as under:

Beneficiary Name : BSES Rajdhani Power Limited  
Bank Name : Bank of Baroda  
A/c No. : 10590200001560  
IFSC Code : BARB0NEHRUP

The tender papers will be issued on all working days up to the date mentioned in clause 1.02. The tender documents & detail terms and conditions can also be downloaded from the website [www.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## 1.2 POINTS TO BE NOTED

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

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

1.2.3 Tender document consists of the following:

- a. Request for quotation/ Notice Inviting Tender
- b. Instructions to bidders
- c. Terms & conditions
- d. Bill of Quantities/ Price Format / Bid form/BG and EMD Format

1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.

1.2.5 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:

i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.

Beneficiary Name: BSES Rajdhani Power Limited  
Bank Name : State Bank of India  
A/c No. : 40214783615  
IFSC Code : SBIN0009601

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

### **1.3 Qualifying Criteria:- Technical & Commercial**

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

#### **Technical Qualifying Criteria**

- (i) The bidder should have experience in providing manpower for Scheduled employment - Unskilled, Skilled, Semi skilled, Non- Matriculate, matriculate but not Graduate and Graduates and above, in any power distribution / Utilities / SEB's/ Discoms/ other govt. organizations in any of the last 3 financial years (FY 18-19, 19-20 & FY 20-21). Preference will be given to those bidders who are having the relevant experience in Delhi / NCR area
- (ii) Headcount of at least 1500 employees, on payroll, of which at least 100 personnel should have been deployed against a single contract for atleast a period of continuous 12 months in the last 3 FY (FY 18-19, 19-20 & FY 20-21). The bidder shall give declaration on its letter head regarding 1500 employees on its pay roll along with PF Challans for the month of Oct'21 & Nov'21 as documentary proof.
- (iii) Declaration on bidder's letter head on Pending Legal case / penalty levied (if any) against Statutory non- compliances on a/c of PF / ESI / Bonus / Gratuity etc.
- (iv) Bidder should have an office in Delhi NCR. Bidder to submit details of such office on their letter head. The Head/ Incharge of this office should be competent enough to take all decisions related to this contract.
- (v) Bidder should be Registered Entity in India on or earlier than 1st April 2015, i.e The bidder should be an Indian Registered Company under Companies Act 1956 / Proprietorship Company/Partnership Company. Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- (vi) For Existing vendors/ registered vendors of BRPL, evaluation will also include the contract performance in terms of HR issues, all statutory Compliance parameters and timely wages disbursement by Vendors. BRPL reserves the right to disqualify their bid based on the above performance parameters in spite of them meeting the above qualification criteria.
- (vii) The bidder should enclose performance certificates in support of relevant experience. Experience credential as a subcontract/ consortium will not be considered.

#### **Commercial Qualifying Criteria**

- (i) Bidder must provide proof of having average annual turn over of Rs. 10 (Ten) Crore or above during the last three financial years (FY 18-19, 19-20 & FY 20-21). Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.

(ii) Bidder must provide proof of having solvency of an amount equal to Rs. 1 Crore from any nationalized/ scheduled commercial bank. It should not be older than from 01.04.2021

(iii) Bidder should have valid Registration of GST.

(iv) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration

(v) Entities that have been debarred/blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.

(vi) The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

(vii) The bidder should submit an undertaking certified by their auditor for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

Please note that by participation in tender and submission of bid, the bidder authorize BRPL to verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client. If required, BRPL may also direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL. That upon demand the bidder shall be providing such details to BRPL within timelines provided by BRPL. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged or the default from the side of bidder in providing the details for verification, BRPL at its sole Discretion shall be free to take all actions as permitted under law, including forfeiture of EMD disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

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

a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.

- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/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 18-19, FY 19-20 & FY 20-21) audited financial statement.
- b) Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 30.11.2021, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.
- c) Detail of Banker & Cash Credit limit
- d) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- e) Memorandum & Articles of Association of the Company
- f) Organization Chart of the company
- g) Experience details with credentials
- h) No of Employees detail
- i) Premises Detail and addresses across India
- j) Work order copies along with performance certificates in support of relevant experience
- k) Turnover certificate issued by auditors (along with UDIN no.) for the last three Financial Years.

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

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

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

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

BRPL shall respond to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website

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

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

Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
I Floor, "C" Block, BSES Bhawan

Nehru Place  
New Delhi-110019

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

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

The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION IV

#### TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Pre-Bid Clarifications Meeting	All Queries related to RFQ shall be clarified through pre bid meeting. For this the bidder shall send their queries before 15.01.2022 at the following contacts: - <b>Technical Queries</b> -Mr. Sandeep Shrivastava-SLA - HR Mail to:- sandeep.shrivastava@relianceada.com -Mr. Sanjeev Latwal- SLA-HR <a href="mailto:Sanjeev.latwal@relianceada.com">Sanjeev.latwal@relianceada.com</a>  <b>Commercial Queries</b> -Mr. Ananda Raj (C&M), , mail id : <a href="mailto:ananda.raj@relianceada.com">ananda.raj@relianceada.com</a> - Ms.Divya Gupta (C&M), Mail id:- <a href="mailto:divya.gupta@relianceada.com">divya.gupta@relianceada.com</a>	18.01.2022  Pre Bid Meeting shall be through WebEx on 18.01. 2022 at 11:30 AM for addressing all Queries related to RFQ on following link:-  <a href="https://bsesbrpl.webex.com/join/rakesh.bansal">https://bsesbrpl.webex.com/join/rakesh.bansal</a>
2	PART A Technical and Commercial	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website	27.01.2022



	Bid	Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website

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

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

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

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

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

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

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

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

**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.**

#### **1.4.2 Award Decision**

- a) 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.

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

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

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

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

#### **1.4.3 Market Integrity**

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

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

#### **1.4.4 Confidentiality**

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

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

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

#### **1.5 Contact Information**

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	SLA-HR - sandeep. shrivastava@ relianceada.com	Head (Contracts)- ananda.raj@relianceada.com,
<b>Address</b>	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, "D" Block, BSES Bhawan Nehru Place New Delhi-110019	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, "D" Block, BSES Bhawan Nehru Place New Delhi-110019

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **1.0 GENERAL**

- 1.1 BSES Rajdhani Power Ltd, hereinafter referred to as “The Company” is desirous of awarding work for providing manpower in Various department in BRPL.
- 1.2 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.3 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.
- 1.4 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.
- 1.5 The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.6 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.
- 1.7 The company reserves the right to split the order among various successful tenderers in any manner he chooses without assigning any reason whatsoever

### **2.0 SCOPE OF WORK**

The complete scope of work has been defined in relevant section of this tender document.

### **3.0 DISCLAIMER**

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

3.2 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the work.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.4 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

### **4.0 COST OF BIDDING**

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

## **5.0 BIDDING DOCUMENTS**

5.1 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:

Request for Quotation (RFQ) - Section - I

Instructions to Bidders (ITB) - Section – II

Commercial Terms & Conditions - Section –III

Details of Resources - Section- IV

Price Format - Section- V

Annexures

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

## **6.0 AMENDMENT OF BIDDING DOCUMENTS**

6.1 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.2 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.3 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

## **7.0 PREPARATION OF BIDS**

### **LANGUAGE OF BID**

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

## **8.0 DOCUMENTS COMPRISING THE BID**

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

8.0 (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

8.0 (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

## **9.0 BID FORM**

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

## **EMD**

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

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

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

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

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

The EMD may be forfeited in case of:

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

(C ) If the bidder is found to have submitted false or forged any of the documents/certificates/information .

#### 10.0 BID PRICES

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

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

#### 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

#### 12.0 PERIOD OF VALIDITY OF BIDS

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

12.2 Notwithstanding Clause 12.1 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

#### 13.0 ALTERNATIVE BIDS

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

#### 14.0 FORMAT AND SIGNING OF BID

14.1 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 pursuant to Clauses 15.0 and 16.0.

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.

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 initiated by the person or persons signing the Bid.

## **D. SUBMISSION OF BIDS**

### **15.0 SEALING AND MARKING OF BIDS**

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

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

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

### **16.0 DEADLINE FOR SUBMISSION OF BIDS**

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

16.2 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Company and Bidders previously subject to the deadline will there after be subject to the deadline as extended

### **17.0 ONE BID PER BIDDER**

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

### **18.0 LATE BIDS**

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

### **19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **E. EVALUATION OF BID**

### **20.0 PROCESS TO BE CONFIDENTIAL**



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

## **21.0 CLARIFICATION OF BIDS**

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

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

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

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

- 23.1 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. The Technical Proposals and the Conditionalities 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) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

#### **F. AWARD OF CONTRACT**

##### **24.0 CONTACTING THE COMPANY**

- 24.1 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.

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

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

##### **26.0 AWARD OF CONTRACT**

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

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

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

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

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

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1).

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

## **29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

"Corrupt practice" means 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, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

## **SECTION – III: TERMS AND CONDITIONS**

### **1. Definition**

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

1.0 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number : U74899DL2001PLC111527, Telephone Number : +91 11 3009 9999, Website : www.bsesdelhi.com and shall include its authorized representatives, agents, successors and assigns

1.2 Contractor: The term "Contractor" shall mean successful bidder, and shall include its authorized representatives, agents, successors and assigns.

1.3 Order Rate: The terms Order Rate shall mean the rate as mentioned at Annexure for in this work order and payable to the contractor for the full and proper performance of the jobs covered under this work order.

1.4 Site: The term "Site" shall mean the working location in South & West Circle of BRPL

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be Head of Respective Division/Department or their nominated representatives.

### **2. EXAMINATION OF SITE AND LOCAL CONDITIONS:**

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

### **3. LANGUAGE AND MEASUREMENT:**

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

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

### **4.0 SCOPE OF WORK:**

Providing manpower of required skill level & experience for various Departments in BRPL. The manpower shall have to be deployed on need basis as and when advised by BRPL throughout the period of validity of the contract. The deployment shall be within the time lines and the duration of such deployment shall also vary depending upon the requirement of the indenting department. Final selection of the required manpower will be by BRPL.

Approx quantity is as under:

S.No	Description	Nos
1	Graduate & Above	444
2	Skilled/ Matriculate but not Graduate	132

3	Semi Skilled/ Non Matriculate	10
4	Unskilled	6
5	Manpower not covered in Min Wages.	52
6	<b>Total</b>	<b>644</b>

The deployment will be as per instruction of Engineer-In-charge.

The above manpower count is Tentative and the quantity may vary as per the requirement of BRPL.

## **5.0 PRICING:**

For the specified scope of work, BRPL shall pay unit rate for manpower to the bidder as finalized through this tender.

The Prices are firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

Any change in the minimum wages during the contracting period, the impact only in the wages of the employees will be effected in the contract. There will be no change on Service Charge amount on account of revision in minimum wages.

The contract value will be worked out on the basis of finalized rates and qty.

## **6.0 TAX & DUTIES:**

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

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

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

## **7.0 TERMS OF PAYMENT:**

The payment shall be made as under:

a) 100% Payment shall be made to the CONTRACTOR with in 30 Days of submission of certified Bills at Vendor Support Cell subject to fulfillment of contractual obligations.

b) The CONTRACTOR should raise a bill (s) on monthly basis to the COMPANY. All bills shall be submitted to concern Engineer in charge for verification/certification for work along with necessary statutory records, challans slips wages record etc.

c) The Bills shall be certified by the Engineer-In-Charge

d) The certification of Bills by the Engineer in charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the CONTRACTOR satisfactorily which shall hold good for payments of Bills.

e) Certificate to be certified by Engineer in Charge for Minimum wages paid by the CONTRACTOR.

- f) Notwithstanding the release/ payment of bills by the Company to the Agency shall at all times ensure the due and timely payment of wages to all its manpower, including workmen, employed by the Agency pursuant to this Service Contract. Nothing contained herein shall establish any link between release / payment of the bill by the Company to the Agency and the payment of any salary, wages or any other dues whatsoever by the Agency to its employees, workmen and laborers.

#### **7A. Timely disbursement of wages:**

The contractor shall ensure that monthly wages for the manpower are disbursed timely. Though the company endeavors to process contractors' bills on time as per the payment timelines mentioned in the clause no. 07 (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the contractors responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfill 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 contract in case of delay in disbursal of the wages at more than one instance.

#### **8.0 HUMAN RESOURCE ISSUES:**

1. The Vendor would execute these works through their own resources.
2. The Vendor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling 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 currency of this Agreement. Also, the Vendor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
3. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule. Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.

The detailed penalty clause related to employee's ID card shall be as under:

*1.1 It is agreed by the vendor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the vendor shall be bound to intimate BRPL the details of manpower deputed by vendor for the performance of task under this agreement in an agreed format, the draft of the same is attached to this agreement and marked as SCHEDULE-1.*

*1.2 It is agreed by the vendor that in case of change of manpower deputed by the vendor under this instant agreement, the vendor shall promptly but not later than twenty four (24)*

hours of such change intimate BRPL in writing about the said change and submit the revised details in the format as specified in SCHEDULE-1.

1.3 It is further agreed by the vendor that it shall promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BRPL Security, to all the personnel deputed by the vendor. The ID Cards shall also bear the name of the employer/ vendor, the contact details of the personnel and the employer and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.

1.4 That in addition to the events of default as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the vendor shall ensure not to commit the same:

1. # of staff found working without valid ID Cards (ID Cards issued by BRPL Security) / Not carrying ID cards to the workplace
2. # of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
3. # of staff found carrying vendor issued ID Cards, instead of through BRPL Security – Vendors cannot issues ID cards for the manpower deployed on BRPL work.

That the failure by the vendor in compliance of the terms stated in section 1.4 above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the vendor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000 per person per day and the same shall be deducted from the monthly bill of the vendor without any advance intimation to vendor by BSES.

Certification of penalty (defaults and sum penalized) shall be through BRPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to vendor/ agency.

1.5 That in addition to the penalty as specified above, in case of the occurrence of any blacklisted manpower during enrolment (proposed by vendor, identified by BRPL Security or through system-based verification) or found working on the field shall incur a penalty of 1% or Rs Fifty Thousand (50000), whichever is lower, from the monthly bill of the vendor.

1. Even for 1 blacklisted staff identified
2. Security shall share list of blacklisted staff with BRPL Vigilance, C&M and VSC departments.
3. VSC shall share the list with respective vendors.
4. New vendors shall not be penalized for enrolment of blacklisted staff through BRPL Security. However, subsequent enrolment proposal will come under penalty.

1.6 It is further agreed that in case of repeated default as specified above, beyond 6 months, the same, without prejudice to other penalties/ remedies that can be resorted under the terms of this agreement, shall attract the encashment of the 50% of the BG amount of the vendor by BRPL as additional penalty. It is agreed by the vendor that the encashment of 50% of the sum is recorded as pre-agreed liquidated damages and the vendor, shall not be having any right to dispute/ deny the same.

1.7 *It is further agreed by the vendor that the imposition of penalty and the quantum thereto shall be the sole jurisdiction of BRPL and no claim/ dispute by Vendor, challenging the imposition of penalty and/ or the quantum thereto shall be maintainable.*

BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

4. The Vendor to deploy their manpower immediately for carrying out the work as specified above.
5. The Vendor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Vendor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
6. The Vendor shall not deploy the manpower below the age of 18 years or above the age of 58.
7. The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.
8. The Vendor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Vendor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
9. All safety wears required for the Vendor's manpower during the execution of work must be provided by the Vendor at his own cost and he shall ensure that his employees regularly use such safety gears.
10. The Vendor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Vendor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Vendor shall remove such a person objected to and provide a competent replacement immediately. .The Vendor will ensure that none of the associate is engaged in any unlawful activities or any other activity subversive of the Client's interest failing which suitable action may be taken against the Vendor as per the terms & conditions of the Agreement. The Vendor will ensure that none of the manpower engaged by them will demonstrate before the offices of the Client with respect to their grievances. In case any of the manpower engaged by Vendor is found indulging in such activities, the Vendor will take suitable action against such of their employees.
11. The Vendor shall ensure compliance with minimum wage requirements of the correct category and ensure the following
  - a) 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 and Insurance laws as applicable per statute. Challans / Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including their own Pension Provident Fund Trust for previous month & proof of payment towards



compliance of other statutory provisions like E.S.I., GST etc. VENDOR will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment before the same is released by the Client.

- b) Vendor shall comply with provisions of the Payment of Wages Act. 1936, Minimum wages Act-1948, Employees Provident Fund & Miscellaneous Provision Act. 1952, ESI Act 1948, Employer'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 or any other Act relating to rules made hereunder from time to time. For the said purpose the vendor 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 Client the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the assignment.
  - c) Contractor shall disburse the salary of his staff through ECS only on or before 7<sup>th</sup> of every month
12. The Company reserves the right to demand the Vendor's services on holidays as well as beyond the normal working hours.
13. The Vendor 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 Vendor as per the terms and condition of this order.
14. The Vendor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
15. The Vendor'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 Vendor'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 Vendor or from any of the invoices payable to him or failing which it shall be recovered as per law.
16. The Vendor shall confirm in writing that he will follow and comply all the statutory acts applicable including but not limited to the following acts where special attention of the CONTRACTOR is required to be drawn towards the compliance of provision (along with the latest amendments/additions).
- The Child Labour (Prohibition and Regulation) Act, 1986.
  - The Contract Labour (Regulation and Abolition) Act, 1970.
  - The Employee's Pension Scheme, 1995.
  - The Employee's Provident Funds and miscellaneous provisions Act, 1952.
  - The Employees State Insurance Act, 1948.
  - The Industrial Disputes Act, 1947.
  - The Maternity Benefit Act 1961.
  - The Minimum Wages Act, 1948.
  - The Payment of Bonus Act, 1965.

- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Employer's Liability Act, 1938.

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

17. The Vendor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.
18. Vendor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.
19. In case it is desired by any Labour authorities to produce the records with respect to salary/ PF/ESI/EDIL/Bonus etc, the said record/register will be made available by the Vendor.

## **9.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:**

9.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format within 15 days from the date of issue of Order for due performance of the provisions of Work Order.

9.2 The Security Performance Bank Guarantee shall be of 10% of the total initial annual value of order and shall be valid till contract validity, plus three (3) months towards claim period. This amount shall remain fixed during the currency of the contracts. No change in value of BGs shall be made during the contract tenure due to change in contract value.

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

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

9.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest,

within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation

then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

#### **10.0 STATUTORY PERMISSION/ APPROVALS:**

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to :

The Contractor must submit the following before awarding First Order and these shall be renewed time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number, if applicable.
- e) PAN No.
- f) Labour License under Contract Labour Act (R & A) Act 1970

(All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy .
- h) Labour license before start of work.

Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

#### **11.0 WORKMEN COMPENSATION:**

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

The CONTRACTOR shall keep the COMPANY indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from

time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

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

Nothing contained in this Contract, shall establish any relationship of any kind between the Company on the one hand and the employees, workmen and labourers, of any kind whatsoever of the Contractor on the other hand.

## **12.0 SAFETY CODE:**

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

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

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

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

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

## **13.0 ENVIRONMENTAL, HEALTH and SAFETY PLAN:**

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

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

(vi) Ensure that a responsible person accompanies any of their visitors to site

All agencies' staff is accountable for the following:

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

#### **14.0. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION:**

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

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

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

10. Wet jet in grinding and stone cutting is being permitted at site.

11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

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

#### **15.0 THIRD PARTY INSURANCE:**

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy at his own cost to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

#### **16.0 ACCIDENTAL INSURANCE POLICY FOR LIFE COVER:**

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be reimbursed to the contractor at actual or a maximum of Rs. 800/- per person per annum (GST extra) whichever is lower. The contractor shall furnish copy of policy when demanded by BRPL.

#### **17.0 COVID Guidelines:**

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

## **18.0 Covid Insurance policy**

Before commencing the execution of the work the CONTRACTOR shall take insurance policy for covering death against Covid 19 for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be reimbursed to the contractor at actual or a maximum of Rs. 1003/- per person per annum (GST extra) whichever is lower. The contractor shall furnish copy of policy when demanded by BRPL.

## **19.0 ARBITRATION:**

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

## **20.0 FORCE MAJEURE:**

### **20.1 General:**

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

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

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

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

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

### **20.2 Specific Events of Force Majeure:**

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

The following events and circumstances:

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

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

Declaration of the Site as war zone.

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

### **20.3 Notice of Events of Force Majeure:**

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

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

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

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

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

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

### **20.4 Mitigation of events of force majeure:**

The Contractor shall:

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

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

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

### **20.5 Burden of proof:**

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

### **20.6 Terminations for certain events of force majeure:**

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

### **21.0 SECRECY CLAUSE:**

The technical information, drawing 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.



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

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

#### **22.0 TERMINATION:**

This Order shall be terminated, if any time you will fail to comply with Terms and Condition of the Rate Contract, if performance in respect of quality of supplies /services provided by you found unsatisfactory and if undue delay in supply of material / provision of service without proper justification / approval for the same. We will be at liberty to terminate the said Rate Contract of giving 15 days clear notice to you. BSES reserve the right to blacklist you for a period of 2 years in case of unsatisfactory work or non-compliance with any of the above stated terms and 3 years in case of serious complaints, during the period no review shall be entertained.

#### **23.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of TWO year. The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.

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

#### **24.0 ACCEPTANCE:**

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

The Company reserved the right to instruct to change the Engineer, Supervisor, skilled / unskilled worker in case the workmanship or speed of work is not satisfactory.

#### **25.0 VENDOR CODE OF CONDUCT:**

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

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

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

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

In the event of your not being in a position to complete the contract or any part of thereof for any reason whatsoever, the company will make alternative arrangement to complete the work at your cost, risk and responsibility.

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

#### **26 .0 PRIORITY OF CONTRACT DOCUMENTS:**

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

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

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

#### **ANNEXURE**

1. The Contractor should obtain and submit the following details before commencement of work.
2. Certificate of registration under Contract labour (R & A) Act 1970.
3. PF Code No. and all employees to have PF A/c No. under PF Act, 1952
4. All employees to have a temporary or permanent ESI Card as per ESI Act.

5. ESI Registration No.
6. To follow Minimum Wages Act prevailing in the state.
7. Salary/ Wages to be distributed not later than 7th of each month in presence of
8. Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill.
9. To maintain Wage cum Attendance Register.
10. To maintain First Aid Box at Site.
11. GST registration number.
12. Workmen compensation policy.
13. Third party Insurance Policy.
14. Accidental Insurance Policy
15. Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services ) Act 1996.
16. The CONTRACTOR shall give a written declaration / undertaking on or before 17th of the following month that he has complied with the following:
  - Has paid minimum wages to his manpower.
  - Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

#### **SECTION-IV**

**DETAILS OF RESOURCES**

Total manpower required:

S.No	Description	Nos
1	Graduate & Above	444
2	Skilled/ Matriculate but not Graduate	132
3	Semi Skilled/ Non Matriculate	10
4	Unskilled	6
5	Manpower not covered under min. wages *	52
6	Total	644

- 1) Note: The above qty is tentative.
- 2) \* Total CTC for Special cases is Rs. 18,21,196/- Per Month for 52 Nos. manpower as of now, which may increase / decrease.

## SECTION-V: PRICE FORMAT

Description	Unskilled	Semi-skilled / Non Matriculate	Skilled / Matriculate but not Graduate	Graduate and Above	Manpower not covered under min. wages
<b>Basic</b>	10,762.88	11,854.31	13,046.91	14,193.28	Detail of CTC to be provided by BRPL
<b>HRA</b>	5,301.12	5,838.69	6,426.09	6,990.72	
<b>Gross (Basic+HRA)</b>	16,064.00	17,693.00	19,473.00	21,184.00	
<b>PF 13% of Basic</b>	1,399.17	1,541.06	1,696.10	1,845.13	
<b>ESI 3.25% of Gross</b>	522.08	575.02	632.87	0	
<b>Bonus 8.33% of MW as of Oct'21</b>	1,338.13	1,473.83	1,622.10	1,764.63	
<b>Leave salary 4.81% of Basic</b>	517.69	570.19	627.56	682.7	
<b>Total of the salary</b>	19,841.08	21,853.10	24,051.63	25,476.45	
<b>Fixed Service Charges in Rupees</b>					

Note :

- 1) GST shall be extra at actual.
- 2) Service Charges will remain fixed throughout the contract period , No change in Margin due to min wages revision / change in salary.
- 3) Service Charges are **NOT** to be quoted in percentage, bids are liable to be rejected if quoted in percentage.

## **TERMS & CONDITIONS FOR REVERSE AUCTION**

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

Reverse auction shall be governed by following terms and conditions:

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

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

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

## **BID FORM**

To

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

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

Dated this..... day of..... 20

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

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



## **APPENDIX-I**

### PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

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

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

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

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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

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

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

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including . Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

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

Dated this Witness

day of 2021 at

1. For Bank

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

## **FORMAT FOR EMD BANK GUARANTEE**

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

**Signature of the witness**

### **Communication Details**

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

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

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

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