

Tender Notification for
**“Rate Contract for Providing Security Services for
Two Years in BRPL.”**

CMC/BR/20-21/SV/AR/867

Due Date for Submission: 07.10.2020 1530 HRS.

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U74899DL2001PLC111527
Telephone Number : +91 11 3009 9999
Fax Number: +91 11 2641 9833
Website: www.bsedelhi.com**

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SECTION I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES RAJDHANI Power Limited invites sealed tenders in 2 envelopes for “**Rate Contract for Providing Security Services For Two Years in BRPL.**” The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscribed as-**

“BID FOR PROVIDING SECURITY SERVICES IN BRPL”

“CMC/BR/20-21/SV/AR/867”.

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

Estimated cost of Contract	:	Rs 23,00,00,000/- (for 01 Yr)
Earnest money Deposit	:	Rs. 23,00,000/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
Completion period of the Contract	:	Two Year ((Initially Contract award for one year and shall be renew for next year on performance basis of contractor).
Date & Time of Pre Bid Meeting	:	30/09/2020 from 14:00 HRS to 15:00 HRS at webex
Date & time of Submission of Tender	:	07/10/2020 till 1530 HRS
Date & time of opening of Tender (Opening of technical bid)	:	07/10/2020 till 1600 HRS

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

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

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

1.2 POINTS TO BE NOTED

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

- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Tenderers
 - c. Commercial Terms & conditions
 - d. Scope of Contract & specifications
 - e. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES RAJDHANI Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
- (i) Earnest Money Deposit (EMD) of value INR 23,00,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender will be received after due date and time.

1.3 Qualification Criteria:-

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

- ❖ Bidder must have at least three years experience within last 5 years with knowledge and experience rendering security services to institutes of large government/ corporate establishment /reputed organization and awarded with one single contract with value minimum of Rs.3 Crores in any of the last 3 financial years (2017-18, 18-19, and 19-20). Performance Certificate with order copy shall be submitted in this regard.
- ❖ Bidders must have registered in **PSAR Act (Delhi)**, as services required in Delhi only.
- ❖ Bidder should have an average "group" turnover of Rs. 20 Crores in the last three financial years ((2017-18, 18-19, and 19-20). A UDIN based CA certificate from a Chartered Accountant Firm to be attached with the tender.
- ❖ Bidder should have valid GST,No.
- ❖ Bidder should have valid PAN No & all statutory compliances i.e., PF, ESI registration which requires for providing such services
- ❖ Entities that have been debarred/ blacklisted in other utilities in India will not be considered; in this regard a written statement has to be provided along with other documents.

- ❖ For Existing Security vendors of BRPL, Technical evaluation will also include the performance in the existing contract. BRPL reserves the right to qualify or disqualify their bid based on the performance in spite of them meeting the above minimum qualification.

Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.

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

The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL at BRPL's sole discretion.

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL.

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

Please Note:

- i) Firms who are debarred/ blacklisted in BRPL & other utilities in India will not be considered.
- ii) 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.
- iii) No joint ventures/ consortiums are allowed

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

- ✓ Last three Financial Years (FY 17-18, FY 18-19 & FY 19-20) financial statement
 - ✓ Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns/ PF and ESI returns etc. i.e upto FY 19-20
 - ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
 - ✓ Memorandum & Articles of Association of the Company
 - ✓ Organization Chart of the company
 - ✓ Experience details with credentials
 - ✓ Turnover certificate issued by C.A for the last three Financial Years.
 - ✓ No of Employees detail
 - ✓ Premises Detail and addresses across India.
- ✓ Turnover certificate issued by auditors (along with UDIN no.) for the last three Financial Years.

Please note: For Existing vendors of BRPL, evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, Compliance parameters and Salary 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. 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 this tender document. NO DEVIATION IS ACCEPTABLE. BRPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

1.4.1 BID SUBMISSION:

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

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

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

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

The bidder should submit complete tender document signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

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

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

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

PART B :: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

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

1.4.2 Award Decision

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

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

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

d) The Contract shall initially be placed for a period of one year and shall be renewed for another one year based on performance of the vendor as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.

"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.

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

1.4.3 Market Integrity

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

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head (Security)	Head (C&M)
Address	BSES Rajdhani Power Ltd Security Dept. 1 st Floor ,D-Block, Nehru Place, New Delhi Sreedhar.venkat@relianceada.com	BSES Rajdhani Power Ltd C&M Dept. 1 st Floor , C-Block, Nehru Place, New Delhi Umesh.raghuvanshi@relianceada.com

WebEx Link for Pre Bid Meeting : <https://bsesrajdhani.webex.com/meet/svenkat> on 28/09/2020
from 14:00 HRS to 15:00 HRS

SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

1.0 BSES RAJDHANI Power Ltd , hereinafter referred to as “**RATE CONTRACT FOR PROVIDING SECURITY SERVICES IN BRPL**”. The Company has now floated tender for PROVIDING SECURITY SERVICES in BRPL as notified earlier in this bid document

2.0 SCOPE OF CONTRACT

Manpower Detail in BRPL:

- a) Supervisor(Skilled Category): 17 Nos (Including Post and Field)**
- b) Security Guards(Semiskilled Category): 520 Nos**
- c) Gun Man(Skilled Category): 45 Nos**

All deployment for 8 Hours duty basis.

Normal weekly working hours shall not exceed 48 hours.

1. The scope shall describe below:

Scope of Security Services

Without prejudice to the generality of the responsibilities, liabilities and obligations attached to the Security arrangements for the Company's site / offices and other areas. Following shall interalia be responsibilities, liabilities and obligations of the Security Agency:-

1. The security agency shall supply of Ex-Servicemen personnel & civilian manpower as per the requirement of the company, having good background. No red ink entry ex-servicemen shall be deployed by the agency Police verification is must for all personnel. No relaxation will be granted in this matter
2. The agency must be able to reinforce it's manpower deployed at company's premises without any loss of time during any kind of disturbances, demonstrations, strike, dharna or as and when required by the company, at sites/offices.
3. The agency shall maintain good relations with the local administration, Police and govt. agencies and shall act on behalf of the Company as and when required. The agency shall also file FIRs/ reports etc with such govt bodies on its own, as and when directed/desired by the company.
4. The personnel shall be compulsorily screened and selected individually by the Security Agency as per the laid down physical standards. No personnel shall be deployed without such screening.
5. The agency shall keep vigil on, and to check if required, all incoming and outgoing personnel including the Company's employees, its security agency's employees and laborers, visitors etc.
6. The agency shall keep vigil on, and to check if required, all incoming and outgoing materials, vehicles including cars, truck, scooters, motor-cycles , bicycle etc so as to ensure that there is no unauthorized entry or exit of men, materials and vehicles in the Company's premises.

7. The agency shall record and maintain the register of major and minor events occurring during the period of 24 hours and report the same to the Head Security of the company every day regularly in the form of daily report.
8. The agency shall maintain Registers, logbook & others documents for incoming and outgoing men, materials and vehicles etc. in such Performa as may be prescribed by the company from time to time.
9. The agency shall prepare and issue gate-pass for business visitors etc. and to collect such passes at the time of exit and to maintain the record for the same.
10. The agency shall inquire into any theft, pilferage, fire disobedience, rowdism, indiscipline, unauthorized activities and all other criminal activities in the Company's premises and report the same to the Head Administration/security officers to lodge the complaints to police authorities, if so desired by the company.
11. Any lapses on account of non-reporting of theft or any other onwards occurrence shall be treated as offence.
12. The gunman would be deployed with the permission of the security officer a report must be sent to the Security Deptt. duly certified by agency's officials and the security in charge of the company.
13. The agency shall provide necessary law and order assistance to the Company in case of fire etc in the Company's premises or on any other occasion as may be directed by the Company.
14. The agency shall deploy security personnel at strategic points and arrange for patrolling, round the clock and to check all locking devices in operation while on patrol.
15. The agency shall provide escort to the management executives, officers and staff and important visitors of the company as and when asked for by the company.
16. The agency shall protect the company property and premises and property of its employees in the premises against all outside and inside forces including malicious acts of any person(s).
17. Protect trees, shrubs, arboriculture and other horticulture plants in the premises.
18. To carry out surprise checking personally by the security agency or the security agency's senior officers to ensure effective services by the security staff deployed by the Security Agency in the Company's premises.
19. The agency shall provide intelligence services to the Company on regular basis on important events/developments concerning the Company interest.
20. The agency shall undertake any such job/services/assignments etc as desired by the company, concerning liasioning/ security of the Company premises/ site offices.

In addition to the scope of work above the Security Agency shall provide additional security cover for the occasion like visits of VIP, annual General Meeting of the Company Social / Cultural / Sports programs or any other eventualities, for which sufficient advance intimation shall be given, whenever possible. The payments will be released as per the scheduled rates.

2.0. OTHER CONDITIONS:

- The Security agency shall ensure that they will deploy of Ex servicemen & civilian in all categories.

- The Security agency shall ensure that they will deploy Gunman with licensed gun at its own cost.
- The Security agency shall ensure that they will strictly follow the physical standards for the recruitment of Security Personnel.
- There should be a mechanism to ensure that all payments (excluding service charge) is directly passed on to the guards/gunmen/Supervisors.
- All recruitment will be approved once cleared by Security Officer of BRPL.
- The service charges being paid to the agency shall be limited to avoiding any untoward incident at site. If an untoward incident occurs, due to lapses on the part of security, the agency shall forfeit the service charges, directly in proportion to the gravity of the incident of the incident, subject to a limit of 50% value. The decision in this regards shall be that of the Head Security.
- In case of any emergency like disturbances, demonstration, agitation etc within the Office, plants/ installation and / or other premises of the company, the security personnel deployed by the company shall stand firm on their duties and assist the management and police authorities, in maintaining law and other situation as such places. They should never desert the work spot under such situations.
- In case the security personnel deployed by the Security Agency go on strike, agitation, remain absent, or remain inactive in a manner not conducive to Company's interest, the Security Agency shall promptly replace them by effective and efficient persons. Failure to do so by the Agency, will invoke penalty clause. The Agency will also ensure that their personnel are not involved in any type of Dharna/ Demonstration before any of the Offices of Company.
- The security personnel deployed by the Security Agency in the Company should have thorough knowledge on right of private defence of personnel and property as provided under the Indian Penal Code.
- Whenever the Security Agency through his security personnel, deployed at any of the Company's premises, notice or hear any thing against the interest of the Company, he shall report the same promptly to the Head Administration, security officer of the Company.
- The security agency manpower shall not engage themselves, directly or indirectly in any commercial activities or employment over & above their employment with the security agency.
- All security personnel deployed by the security agency shall be respectful & shall possess required tact and patience in the performance of their duties and shall discharge their duties in a most befitting manner keeping honor and dignity of the Company always high.
- The Security Agency shall provide proper and attractive uniform & equipment to all the security personnel deployed by him to its guards. All security personnel deployed shall keep smart, active and impressive appearance and shall put on the uniform in washed, pressed neat & tidy condition.
- The Security Agency shall take responsibilities to bring their employees to the work spot every day and also to take them back at the end of each shift.
- The Security Agency shall rotate the security personnel deployed for the contract every 3 months or as and suggested by the Company.
- The Security Agency shall ensure that the security personnel observe code of conduct and discipline expected of a Security Force.
- The Security Agency must visit the site to familiarize themselves with the site conditions.
- There should be a mechanism to ensure that all payments (excluding service charges) is directly passed on to the guards/gunmen/Supervisor. An affidavit of the amount being paid to the security personnel will be submitted by the Agency.
- All guards should have Bank A/c and their monthly payment will be directly credited to their Bank A/c. There will be no cash payment of pay.
- Insurance of each guard and compensation policy as per Workmen Compensation Act is must.
- Physically requirement of each guard to be adhered to specification provided in Order /QR.
- The Security Agency shall provide personnel for local liaison with the nearby residents, Govt. Authorities, Police Authorities without any additional cost of BRPL.
- Discipline will always be maintained by security personnel during off/on duty by the security personnel.
- Every security personnel should have undergone Police verification.

- As per the contract, a nominal roll of all security personnel would be submitted to BRPL security officer in charge (Resume sheet will be prepared for each individual).
- Security agency shall make own arrangements for boarding, lodging and food for their employees/guards at site.
- Any implication due to theft at the sites will be debited to your account.

3.0 DUTIES OF SECURITY PERSONALS:

Duties of Gunman:

- The payment of Electricity bills are received through cheques and in cash in our cash collection centers of the divisions. Cash is also transported from cash collection centers to revenue offices and further to banks in cash vans. Gunmen are posted at the cash collection centers and cash vans for safety of the cash. Other than the gunman has to perform the following duties:
- He will be responsible for the maintenance and proper upkeep and safety of the arms and ammunition issued to with him. In case of any defect, he will immediately report to his Head.
- While on duty he will be in a proper uniform and keep the arms & ammunition in his personal custody in unlock condition and will not leave it unattended at any point of time during the course of his duty.
- He will perform the duty according to the standing orders.
- He will accompany the cash vans for the protection of the cash being carried from cash collection centers to revenue offices and further to banks.
- No gunman will leave his place of duty till he is relieved by another Gunman.
- He can be assigned any other duty by his Supervisor/ ASO/ SO from time to time.

4.0 Duties of Security Guards (Main Gate):

Security Guards are posted on a hour shift duty at the offices of the BSES Rajdhani Power Limited while on duty they shall always be in full uniform. They are responsible of the security of the installation offices where they are posted they have to assist to their superiors in performance of their duties. While posted at main gates of the offices they will perform the following duties:

- He will check identity card / pass of all the persons entering in the offices and will not allow anybody to enter without I-card and pass. He will also check if required, the bags / briefcases etc of the persons entering the premises and will direct them to meet the receptionist. He will not allow any unauthorized / suspicious person to enter the office premises. While on duty the security guards will remain vigilant, alert and careful and sincere of his duty.
- At the time of personnel going out, he will keep watch on persons if there is any suspicion of his carrying any material of the company he may check the material.
- He will note down the no. of vehicles and name of the drivers entering in the offices in the log book / registers. In case any vehicle / person carrying any material he will check the challan and help his superiors counting / checking the items mentioned in the challans.
- He will also arrange to park / outgoing the vehicles of the senior officers in the premises of the offices / corporate office of the company.
- Whenever any suspicious object is seen near the offices the matter should immediately be reported to his senior officers.
- Any duty assigned by the security supervisor or security in-charge on duty at the gate.

5.0 Duties of Security Guards (Stores):

Security guard posted at stores of the BRPL is an important functionary as a representative of the security staff. He is deputed in the stores mainly to ensure that no theft, pilferage, misappropriation and loss of company's properties take place. He will function under the direct supervision of the security supervisor / security inspector / ASO. His duties are as under:

- He will check all the outgoing and incoming vehicles and will ensure that no material is taken out from the stores without proper gate pass / docket.

- He will check the material as per the docket / gate pass and make the entries in the registers. He will also note down the vehicle no. carrying the material and put his signature on the register kept on the gate.
- He will keep the dockets and gate passes in safe custody and shall enter them in the register.
- He will sign on the back of the gate passes / dockets in token of having checked the materials.
- He will also maintain a register in which incoming materials are to be entered and proper records are to be kept. He will be responsible for getting the material weighed / measured / counted as the case may be in his presence in case of material is taken out or the material brought to the stores.
- In case of emergency the material may be allowed to go out by the security guard on duty by making entry in the Roznamcha after noting down full particulars of the personals with I-Cards etc with permission of ASO/DSO.
- He will submit a fortnightly report in the prescribed Performa to the security officer through the ASO regarding any mal-practices being followed in the stores.
- He can be assigned any other duty by the security officer and assistant security officer from time to time.

6.0 Duties of Security Supervisors:

There are installations such as grid sub stations, store offices etc where the security staff is posted for the protection of the property. Security Supervisor being in-charge of the security of the installations will be responsible for the security of the installations falling in his jurisdiction.

- He will assist his senior officers in the performance of the duties related to his divisions he will be responsible for the supervision, control and discipline of the security staff posted at various places at his jurisdiction.
- He will ensure that the security staff posted under him perform duties in uniform and is punctual and regular for his duties.
- He will maintain liaison with the officers of the departments of his jurisdiction. He will take all necessary steps required for the better protection and security of the installation and property of BSES.
- He will carry out the surprise check during day / night of the installation / offices in his jurisdiction to ensure that the security staff is present and alert on duty and in proper uniform.
- He will also keep watch on activity of anti social and disgruntled elements, persons indulging in any theft, damage, and any kind of misappropriation and pilferage of the electricity / property and will submit daily report to his senior of the various activities of various divisions. He will also maintain close liaison with police to fight against any untoward incidents. He will be responsible for maintaining of the record of such cases and follow up the investigation with the police and will have to set an example of high discipline and a very good personal conduct.
- He will ensure that adequate strengths are available for performance of duties at each installation / offices. During checking he should check the first aid and fire fighting equipments to ensure that they are in working orders.
- He is also responsible to control the mob during agitation of the workmen and try to make peaceful atmosphere with the unions by negotiation he will also ensure that the records are maintained at the stores properly with the help of security guard on duty.
- He can be assigned any other duty by the senior officers from time to time as and when required.

Standard Operating System (SOP)

DUTY SECURITY GUARD

ON TAKING OVER DUTY

- Report 5 minutes before duty time
- Obtain exhaustive briefing from outgoing guard
- Sign -duty log book- as having understood & taken over duty
- Take charge of duty

DURING DUTY

- Maintain strict vigil over the entire allocated duty area
- Remain properly dressed along with head-gear at all times
- Keep the baton, whistle & torch in working order throughout
- Do not leave duty area without being properly relieved
- Remain at your politest best with visitors without compromising security
- Ensure that vehicles are parked at designated locations, systematically
- Keep main gate always locked & open the same when required
- Keep record of contractor-s workers entering the premises
- Keep strict vigil on touts & anti-social elements
- Ensure that incoming material is inspected and recorded in -incoming material register- & put the official stamp on the associated bill/challan
- Ensure that outgoing material is inspected & permitted only after verification of the associated gate-pass signed by authorized signatory. Make entry in outgoing material register-
- Ensure that visitors are allowed only after obtaining -okay- from the company official being visited. Enter details in the -visitors register- & allocate the visitors- pass
- Guide the visitor to the destination without leaving the post
- In case of dead-lock with the visitor, ask intervention of security supervisor/company official to resolve the matter
- Respect all company officials and extend courtesy without compromising security
- Record all unusual occurrences in -security log book- & inform supervisor and company official
- Do not gossip while on duty

ON HANDING-OVER DUTY

- Do not leave post without being relieved
- Brief relieving guard on the occurrences as well as special requirements
- Make entry in the -security log book- about having briefed & handed-over duty to incoming guard by name) & sign at the respective column
- Take proper rest at home, to be fit for next day-s duty

SECURITY SUPERVISORS OF AGENCY

- Keep record of all guards, locations & their duty timings
- Supervise performance & maintain data bank of the same
- Conduct surprise checks to ensure coverage of each location at least once during day & biweekly during night
- Record the above checks in -security check register-.
- Maintain effective and routine liaison with local police & fire organization at least once a month & record the visit details in -liaison/ coordination register- & obtain signatures of ASO & Dy. SO
- Maintain liaison with various BRPL offices under the jurisdiction to ensure effective, friendly & fail-safe security
- Ensure provisioning of relievers from security agencies as absentee replacements
- Plan the leave of BRPL security employees in a manner that there no conflict or shortfall throughout the year
- Maintain discipline amongst security staff & initiate action against defaulters. Apprise supervisor, ASO & Dy. SO.
- Check status of firefighting extinguishers & initiate action for their serviceability with ASO & Dy. SO

MANAGER OF AGENCY:

- Be responsible for all security matters in the area of responsibility
- Conduct surprise checks in order to cover each location at least once a week during day & twice in a months during night(1 a.m. to 4 a.m.)
- Record the above checks in security check register-
- Maintain liaison with local police & fire fighting stations at least once a month for each district. Record the same in -ASO liaison/coordination register-
- Maintain liaison with various location heads in order to ensure fail-safe, friendly and effective security services
- Collect intelligence information & forward to Dy. SO
- Review the security deployment every month & suggest reduction where possible
- Ensure interchange of locations of guards to ensure that no guard stays at same for more than 3 months
- Maintain data bank of security employees with regards to their proficiency, conduct & effectiveness
- Maintain discipline & initiate disciplinary action amongst staff.
- Conduct Fire Mock drill and report result to DSO every month at al sites of their duty & report result to Dy. SO for onward transmission to Head Security.

DIRECTOR OF AGENCY:

- Be responsible for security & fire fighting for BRPL
- Review security deployment every month & suggest possible reduction
- Conduct surprise checks to ensure that at least one location is covered in each district at least once a month
- Record the above check details in -Dy. SO check/ inspection register-
- Maintain liaison with BMs (d) to ensure a fail-safe, friendly & efficient security service
- Maintain data bank of all security personnel with regards to their professional standing, bearing & conduct
- Ensure interchange of locations of all security personnel every 3 months
- To keep record of attendance of all security staff

OUT BREAK OF FIRE

- On observing fire, shout -Fire-, -Fire-, -Fire-
- Try extinguishing it on your own
- Ask for help from people to fight fire
- Contact local fire station on Tel: -#-#-# for immediate help
- Inform the local police station on Tel: -#-#-#
- Inform security supervisor/ company official Mr-#-#-#.on Tel: -#-#-#.
- Assist fire-party in fighting fire
- On extinction of fire, record details in -security log book- and inform all concerned about the same, who were informed earlier
- Resume normal security duty

THEFT/ DISORDER

ACTION BY SECURITY GUARD

- Investigate at-site to identify & isolate the thief till arrival of supervisor/ police
- Inform security supervisor & company official Mr-#-#-# on Tel -#-#-#Mob-
- Inform local police station for immediate help on Tel: -#-#-#.
- Assist police/investigation party
- Record details in -security log book-
- Continue to be alert & -on guard-
- Maintain discipline amongst security staff & initiate disciplinary action against defaulters
- Collect & compile intelligence inputs & put up to HOD(HR) through Head Security.
- Maintain close liaison with regional police & fire fighting departments once a month & record this in -liaison log register-

- Maintain data bank of associated police & fire-fighting departments, including names of Officer in-charges, postal addresses, telephone nos, mobile no. fax no. etc & display the same at respective sites
- Maintain close liaison with in-house security officials/BRPL officials for optimum & most judicious utilization
- Comply all security briefs/ de-briefs of the ASO s and supervisors for strengthening the security network & functioning further.

Scope of Quick Reaction Team

Whenever there is load shading or erratic power supply during summer season crowd generally gathered at complaint center and indulge in hooliganism. To combat with problem, QRT teams are formed. The QRT vehicle are positioned at suitable place in the circle under the control & guidance of O&M. A control room is also established in each circle. The QRT vehicle moved into the area as per instruction. of control room.

QRT on demand by security along with 1 no supervisor and 2 no security guards, Riot Equipment and torch, mobile van & drivers etc.

ANNEXURE-V

Format of Performance Bank Guarantee - provided separately

Annexure-XIV

Certificate for the month-----

Date :

To,

CFO (Finance),
BRPL,
Nehru Place

Subject: Security Network Services

Name of the agency-

Reference: Service Contract No.

Dated

Dear Dir,

This is to certify that M/s. ----- have provided services of Security Network for the month of -----and it has:

- 0.1 deployed guards as per the specifications of the contract.
- 0.2 complied with Minimum wages act, PF, ESIC and submitted challans
- 0.3 submitted all documents as given in the contract,
- 0.4 carried out / not carried out Mock Drill during the month,
- 0.5 submitted daily attendance reports,
- 0.6 Security Owner has visited the site at least bi-weekly during 0100 to 0400 Hrs.

- 1.1 The security owner was present in Security Control room for the hours specified in the contract.
- 1.2 All the equipments & gadget to be provided in the contract have been provided & were in the working condition during the month and have been used during official duty wherever required.
- 1.3 The planned & casual absence Exceed/ does not exceed the prescribed limit.

2.0 The following deductions is recommended from their bills on account of:-

Sr. No.	Reasons	Amount (Rs.)
---------	---------	--------------

3.0 Over all performance of the agency is found good/ not satisfactory

Regards,

Name
Security-In-Charge

Name
Manager (Adm)

Annexure-XV

To
Officer In Charge
BRPL

Delhi

Sub:- Certificate for Compliances under the Security Network contract No.-----Dated-----
for the month of _____

This is to certify that we have provided services of Security Network for the month of-----and have:

- 0.0 Complied with Minimum wages act, PF, ESIC and submitted challans,
- 1.0 submitted all documents as given in the contract,
- 2.0 submitted daily & monthly attendance reports,
- 3.0 We have paid all taxes & duties

Annexure-XII

FORMAT FOR FIRE MOCK DRILL

DATE _____
TIME OF FIRE DETECTION _____
ACTION STARTED _____
TEPE OF FIRE--ELECTRICAL/OIL/OTHER MATERIAL-----

MAME & PLACE OF INCIDENT---DIV. OFFICE---GRID---ETC

DETAILS OF ACTION TAKEN BY SECURITY-----

OBSERVATIONS BY

DGM/OS/BSES OFFICIAL-----

--

Dy. S.O.-----

Annexure-II

Specifications of the Manpower	SUPERVIOSRS	GUNMEN/GUARDS
Minimum Service Experience	Two Years	Two years
Educational Qualification	12th Pass	10th Pass
Character	Exemplary	Exemplary
Medical category	AYE	AYE
Eye Sight	Correct Vision	Correct Vision

Physical Standard.

Height (Minimum)	5 Ft 5"	5 Ft 5"
Chest-Min	32"-34"	32"-34"
Weight (minimum)	60 KG	60 KG
Upper age limit	Ex-Man Upto 55 yrs.	Civilian upto 48 Yrs

Other requirements

- " Should be physically fit and mentally alert.
- " Should have pleasing personality.
- " Should be well-behaved and well -manners person.
- " Should be able to read and write general English and Hindi.
- " Computer literate
- " Should have gone through minimum security training in the area of Fire Fighting and First –Aid.
- " Should have pleasing personality.
- " Should be well-behaved and well-manners person.
- " Should be able to read and write general English and Hindi.

Note:

1. and clearance by Security Officer.
2. Original copy of all discharge documents will be provided at the time of interview for the purpose of verification. A copy of same has to be submitted for office records.
3. Tradesman in the category of cook, washer man, safaiwalla, EBR, blacksmith will not be accepted. All personnel employed in all categories will be appointed only after interview

Terms and conditions

1.0 Definitions:

1.1.1 "Establishment" means BRPL, being the location at which the Agency shall provide Services, hereafter termed as BRPL

1.1.2 "Manpower" means and refers to Gunman, Security Guard and Security Supervisor of the Agency.

1.1.3 "The Security Booth" means and refers to the premises provided by BRPL to the employees / workmen of the Agency at the Establishment for the purpose of keeping personal effects and resting.

1.1.4 "Services" means and includes the services to be performed by the Agency under this Service Contract in accordance with services listed in Annexure-I, and such other services as may be instructed by the Company from time to time.

1.1.5 "Effective date" shall mean Start Date of LOI.

1.2 Interpretation:

1.2.1 The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this service contract and,

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

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

1.2.4 The Appendices annexed to this Service Contract form an integral part of this Service Contract and will be of full force and effect as though they were expressly set out in the body of the Service Contract;

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

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

2.0 The Agency's Obligations:

2.1 The Agency shall establish all relevant and necessary practices relating to the Services to be provided at the Establishment.

2.2 The Agency shall at all times provide the Services always in accordance and in full compliance with

2.2.1 The scope of work, and specification of manpower is given in Annexure respectively.

2.2.2 The terms and conditions of this Service Contract;

2.2.3 All directions given by BRPL relation to the Services from time to time; and

2.2.4 All applicable laws, rules, regulations, notifications.

2.3 The Security Staff shall be deployed at the locations as specified by BRPL Security Officer as the details attached in the Annexure-I.

2.4 The Agency shall:

2.4.1 Engage authorized and experienced-armed guards with valid licenses who are able-bodied persons, as per specifications provided in Annexure-II.

2.4.2 Maintain 60% Ex-servicemen & 40 % civilian Security Guards in all categories except armed guards with valid licenses employed as Gunman, Security Guard and Supervisor etc.

2.4.3 Only deploy Gun Man with licensed revolver / Pistol at their own cost.

- 2.4.4 Strictly follow the physical standards for the recruitment of Security Personnel.(Annexure-II).
- 2.4.5 Must visit at site to familiarize themselves with the site conditions.
- 2.4.6 Signed affidavits have to be submitted to ensure that all payment (excluding service charge) is directly passed on to the guards/gunmen/ Supervisor.
- 2.4.7 All security personnel deployed by agency should have Bank A/c by which their payment is directly credited to their bank A/c. Contractor shall ensure that all wages related payment are made to the employees in ECS / NEFT / RTGS mode only. (No payment by cash / cheque is allowed) .The agency to submit a copy of the instructions submitted to the bank for transfer of salary to individuals' account.
- 2.4.8 The Service Charges being paid to the Agency should be linked in some proportion (either 50% or 100 %) against avoiding any incident at site. If an ugly incident occurs the Company will forfeit their service charge.
- 2.4.9 All recruitment will be approved only if candidate is cleared by Security Officer in charge security..
- 2.4.10 Insurance of each guard and compensation policy as per Workmen Compensation Act is must.
- 2.4.11 Assured to provide person for local liaison with the nearby residential areas, Govt. Authorities, Police Authorities with out any additional cost.
- 2.4.12 Train their manpower in the manner as reflected in their training manual, requirements of BRPL & as per the best industry practise before and during the deployment.
- 2.4.13 Deploy security staff, for reliever or absenteeism,
- 2.4.14 Issue Identity cards to its manpower duly endorsed by BRPL
- 2.4.15 Ensure that guards/ supervisors are not a member of any union of BRPL's organization.
- 2.4.16 For the planned absence at least a 7 days advance notice shall be given to the company for the concerned guard and suitable replacement acceptable to the company shall be provided.
- 2.4.17 Agency has to maintain, at all the time the no. of security personnel specified in the contract by employing additional staff as per the requirement, for catering to the mandatory off days to be provided to security personnel.
- 2.4.18 At its own cost, provide
- 2.4.19 Stick/ baton.
- 2.4.20 Four Cell torch to each guard.
- 2.5 The Agency will ensure to conduct at least biweekly surprise night checking by a high ranking officer of the agency to ascertain whether its personnel are on constant guard and report the same to Site Security Officer/ Site Manager & send a report to Head Security every Monday.
- 2.6 The Agency shall provide such uniforms as approved by the Company and as set out in Annexure-I, to its entire manpower, and shall ensure that, at all times, the manpower adheres to all conditions as set out in Annexure-I.
- 2.7 The Agency shall ensure that the payment to its manpower is not below the prescribed minimum wages as per applicable law & to keep a record and maintain registers.
- 2.8 The Agency shall maintain:
- 2.8.1 Agency shall submit payment details made to PF/ESIC authorities with a list of employees covered under the same along with a copy of deposit challans. Failure to do so will invite a deduction of 15% of value of billing for PF and 5 percent for ESI until relevant documents are submitted
- 2.8.2 A comprehensive list of its employees deployed at the Establishment with their PF & ESIC account numbers.
- 2.8.3 Attendance details of its employees deployed for the work entrusted under the contract as per the format provided.
- 2.8.4 Records of shift schedule specifying allocation of duties to such persons deployed.

2.9 In case, if the Company is of the opinion, after due consultation with the Agency, that extra manpower or material is required for reasons of improving the quality and nature of Services, the Agency shall arrange for the same immediately at the same rates specified in the Service Contract.

2.10 The agency shall co-ordinate and maintains a close liaison with local police and local administration.

2.11 The Agency shall submit an integrated Security master plan for approval covering Head Office, Division Office, cash collection, stores and substations etc.

3.0 The Agency shall ensure:

3.1 Judicious and economical use of resources of the Company, including, but not limited to resources such as space, water and electricity.

3.2 Proper use and maintenance of the Security Booth, Establishment and all other premises and all the fixtures, fittings, equipment, and furniture, (hereinafter referred to as the Fixtures). In the event that the Officer-in-Charge (Security) is of the view that the Agency or any of its employees, workmen or agents have misused any of the Fixtures, the Agency shall pay an appropriate penalty as decided by the company in its sole discretion. In the event of breakage or impairment of any Fixture(s), even if such breakage or impairment does not result in total loss of the Fixture(s), the amount of penalty shall not be greater than the original market price of the Fixture(s) or the present market price of the Fixture, whichever is higher.

4.0 The Agency shall:

4.1 Promptly provide replacements of manpower if, in the opinion of the Company, such manpower does not perform its duty sincerely, according to the SOP. However, in the event of voluntary replacement by the Agency a prior written intimation of such replacements shall be made to Site Security Officer/ Head Security BRPL.

4.2 Immediately on commencement of the contract provide complete bio data of each and every security guard employed on BRPL duty and shall ensure that the information provided in respect of each security guard is verified and correct. It shall be agency's obligation to collect posting orders on behalf of the company and submit the same to the security office of the zone under whose jurisdiction the guard is posted.

4.3 Ensure periodic rotation of its manpower on every 3 months basis.

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

4.5 At its own cost procure medical examination of its manpower once in every 6 months from MBBS Doctor.

4.6 Abide by the rules and regulations made by the State as well as Central Government and local authorities.

4.7 Be entirely and wholly responsible for any firing operated by its employees during any situation or for any purpose whatsoever.

4.8 In the event of replacement of its Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations.

4.9 Conduct fire mocks drills once in a month at various locations in the presence of co-officials and shall submit report as per contract to Head Security in Annexure provided.

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

4.11 Employees of the Agency shall carry out only those functions that are stipulated under the terms of this Service Contract and shall not do any other job for reward or otherwise, except than those stipulated.

4.12 In case of accident of whatsoever nature in the Company campus where the employee of the Agency gets injured or dies, it would be the sole responsibility of the Agency.

4.13 The agency shall open a bank account with a scheduled bank for the purposes of receiving payments under this service contract and provide such account number and all other relevant details to the Company. The Agency shall also provide the ECS No. for electronic payment of monthly service charges.

4.14 Agency shall maintain following registers/logbooks and present it for inspection by Officer-in Charge of the company.

4.15 Attendance Register,

4.16 Material Inward & Outward register

4.17 Material Issued on returnable basis

4.18 Format for Vehicle movement In & Out

4.19 Format for night checking

4.20 Report on Mock drill

4.21 Daily attendance record

4.22 Certificate for compliance of statutory Laws

4.23 Monthly Activity Report

4.24 Daily Diary Register in duplicate for use by Security Guards/ Gunman/Supervisor etc. to mark entries to start & end the duty, handling over the charge, & Entry by Supervisor & others checking officers.

4.25 Mobile Van Register

5.0 The Company's Obligations

The Company shall:

5.1 Provide access to Establishment to the Agency in order to enable Agency to provide Services.

6.0 Contract Value:

The Contract value for the period of One year. The contract value shall remain firm during the entire contract period. The contract period may be extended based on company's performance. Any further requirement of security will be paid based on the rate finalized by us for existing requirement.

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 on actual basis. There will be no change on margin amount on account of revision in minimum wages.

7.0 Payment Terms:

7.1 The Agency shall raise monthly bills from 1st to 7th of every month for the previous month strictly in the format provided by the Company. The Agency shall submit all the enclosures strictly as per the contract.

- Payment shall not be made unless The Agency furnishes all such documents.
- Payment of incentive to security personnel paid separately by the company as per guidelines.

7.2 The bills shall be based on rates set out as per guidelines of the Govt. The rates mentioned in includes all the prevailing applicable taxes, including income tax, VAT, if applicable and other incidental costs, duties, all the statutory charges/levies/wages as per the Private Security Guards (Regulation of Employment & Welfare)Act., and all other applicable changes. Any amounts that may be payable towards service tax shall be paid by The Company, if claimed in the Bill. In the event of any decrease in any applicable duties, levies or taxes, the prices and rates mentioned herein shall stand reduced with immediate effect by an amount equivalent to the decrease in the duties, levies or taxes. Payments shall be made after deduction of taxes required by applicable laws to be deducted at source.

7.3 The Company shall make monthly Bill payments within 15 days from the date of submission of the bills either: by crossed cheque or

7.4 By electronic transfer directly to Agency's designated bank account, at Company's sole option.

7.5 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.

7.6 The Agency shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out.& agreed.

7.7 In the event that the Agency is at any time in material breach of any provision of this Service Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Service Contract or under any applicable law, the Company shall have no obligation to make payments to the Agency in respect of the Services until such material breach is cured to the satisfaction of The Company in accordance with the provisions of this Service Contract.

8.0 Taxes and Duties:

8.1 Rates are inclusive of all taxes & duties excluding GST, which shall be reimbursed as per the prevailing rates on submission of all relevant documents to the Officer in Charge.

8.2 All payments made by The Company to the Agency shall be subject to tax deducted at source. The Company shall provide the Agency the TDS Certificates within 30 days from the date of its deduction.

8.3 The Agency shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Service Contract. The Agency shall submit to the Company true copies of receipts / challans of all such taxes paid within 10 days of making such payments for records of the Company.

8.4 The Contract Order is based on existing state level VAT, CST, Excise Duty and Service Tax etc as may be applicable to the Agency. If GST, at both the Central Level and at State Levels is introduced in the coming future, net impact will be claimed by us at source subject to verification for all transactions effected by the Vendor after the effective date of introduction of such GST

9.0 Statutory Obligations:

9.1 The Agency shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Delhi Private Security Guards (Regulation of Employment & Welfare) Act, Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workmen's Compensation Act, 1923, as amended, Employees State Insurance Act 1948, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. The agency will comply with various labor laws applicable from time to time. In case of any eventuality of any default by the Agency and in case the liability is paid by Company under any circumstances/ eventualities, the company i.e. BRPL will recover the same from the running monthly bills as the case may be.

9.2 To satisfy the statutory obligations under the labor Laws Agency shall submit all necessary records as and when asked to do by the BRPL. The non compliance of above shall continue to termination of the contract.

9.3 To ensure strict compliance, the Agency should submit the information as per the Formats as advised by the Officer In-Charge.

9.4 The Agency shall maintain the separate challans for the payment of EPF & ESIC for all the guards posted at BRPL locations and the agency has to submit the names of persons whose money is being deposited with EPF & ESIC.

9.5 The Security Agency shall obtain the license under Section 12 of the contract Labor (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other concern Authority as required by any other law. During the currency of the work order, the Agency shall have license under Section 12 of Contract Labor (Regulation & Abolition) Act. In default of this, the work order will be liable to be terminated.

10.0 Insurance:

10.1 The Agency shall take out a comprehensive insurance policy at its own cost under the Workman's Compensation Act 1923, as amended, to cover such workers, who will be engaged to undertake the Services covered under this Work Order. The Agency shall take out a comprehensive insurance policy under the Employees State Insurance Act 1948 , as amended, if applicable, to cover such employees , who will be engaged to undertake the Services covered under this Work Order . Agency shall submit and a true certified copy of this insurance policy will be given to BRPL solely for its information, reference and records. The Agency shall ensure that such insurance policies are kept valid at all times.

10.2 The Agency shall maintain at its own cost a comprehensive insurance policy of insurance to cover its liabilities in respect of any act or default for which it may become liable to indemnify BRPL under the terms of this Work Order.

10.3 Nothing contained in this Work Order, shall establish any relationship of any kind between BRPL on the one hand and the employees, workmen, staff and laborers, of any kind whatsoever of the Agency on the other hand.

11.0 Documentation:

The Agency shall submit the following documents to The Company prior to commencement of the Services:

11.1 Bio-data of 10 persons in your firm/company's management.

11.2 Copy of medical fitness certificate obtained from MBBS doctor for each manpower deployed for the Company.

11.3 Copy of the document showing the legal status of the Agency.

11.4 Copy of PF code number of Agency issued by the Regional Provident Fund Commissioner.

11.5 Copy of the receipt or cover note or insurance policy taken by him to comply with the provision of the Workmen Compensation Act.

11.6 Copy of the license from the competent authority under the Contract Labour (R&A) Act.

11.7 Copy of original armed guard license and its registration in India with the Commissioner of Police, as provided under Rule 62(3) of the Indian Arms Act, 1956.

11.8 List of the deputed manpower giving details such as name, father's name, address, native place address, permanent address, arm's number, arm's license number & make and name of the issuing Authority along with 2 photographs.

11.9 Copy of character verification certificate.

11.10 Clearance Certificate from Local Police Station & its validity.

11.11 Proof of age for the entire Agency's Manpower deployed in the Establishment.

11.12 Other than stated above, Agency shall also submit copies of photo-pass for the entire Agency's Manpower deployed in the Establishment.

11.13 Copy of organization chart.

12.0 Safety Code:

The Agency shall ensure adequate safe conditions and ensure safety precautions at the Establishment as required under applicable laws and shall be solely and entirely responsible for the complete safety of its employees as well as other persons at the Establishment. The Agency shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by, or amongst his

employees and /or others employed in the Establishment by him and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the Establishment. In the event of the Company requiring the maintenance of a special force, statutory or otherwise, at or in the vicinity of the site during the tenure of the Service Contract in consequence of the riotous or unlawful behavior by, or amongst Agency's manpower, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Agency and if paid by the Company, shall be recoverable from the Agency from any money due or that may become due to the Agency by the Company.

13.0 Inspection:

The Company and/or any person designated by the Company shall at all times have access to any site where the Agency is performing any of the Services and such person shall have the right to inspect such performance thereto at such site.

14.0 Period of Mobilization:

The Agency shall mobilize its resources to carry out the Services as per the directives of the Company Security Officer.

15.0 Modification of Services:

The company may at its sole discretion modify all or any portion of the Services by providing notice in writing to the Agency of not less than two (2) days specifying the extent to which performance of Services is modified and the date upon which the same will be effective. Upon receipt of any such notice, the Agency shall, unless the notice requires otherwise promptly and to the extent specified in the notice carry on the Services as modified.

16.0 Dispute Resolution Mechanism:

16.1 Notwithstanding anything contained in this Service Contract, all questions, disputes or difference whatsoever, between the parties to the Service Contract, arising out of or relating to the meaning and operation or interpretation of provision of the Service Contract or matters related thereto whether during the currency of the Service Contract, or its failure or after the completion of the Service Contract shall be settled by a Sole Arbitrator to be nominated and appointed by the Company. The place of arbitration shall be at New Delhi. The arbitration will be conducted as per the provision of Arbitration & conciliation Act 1996.

16.2 There will be no objection by the Agency to the appointment of an arbitrator that the arbitrator is past/present employee of BRPL. The award of the Arbitrator shall be final and binding on the parties to the Service Contract.

16.3 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Service Contract with due diligence. The Company reserves the right to withhold all payments under this Service Contract during the pendency of the dispute.

16.4 The courts at Delhi will have the jurisdiction with respect to this contract.

17.0 Bank Guarantee:

Within 7 days of signing this Service Contract/work order the Agency shall submit a Bank Guarantee, from a Nationalized Bank/ ICICI Bank from any Indian Branch, of 10% of the contract value which shall be valid up to three months beyond the contract period. The said Bank Guarantee shall be returned by the Company to the Agency within 3 months from the expiration/termination of this Service Contract.

However, in the event of any default by the Agency in the execution of the work awarded, the Bank Guarantee will be en-cashed without any prior notice.

18.0 Representations and Warranty & Indemnity:

A. Representations and Warranty

The Agency hereby represents and warrants that:

i) It is a legally recognized entity under the laws of India and is registered under the Service Tax Act and shall furnish the relevant documents on demand;

ii) The Work Order contains valid and binding obligations and is enforceable in accordance with the terms hereof;

iii) It has studied the feasibility, Establishment conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the Services as contemplated in this Work Order.

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

v.) It shall procure suitable materials and manpower for the purposes of this Work Order to render Services as per the contract.

vi.) The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BRPL, and in any event, in accordance with the Schedules to this Work Order;

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

viii.) It shall duly pay the duties, taxes and levies as are set out in this Work Order, which are to be paid by the Agency.

ix.) There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or

Any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Work Order or on the validity or enforceability of this Work Order

B. Indemnity:

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

i.) Resulting from a breach of this Work Order by Agency including any act, neglect or default of its manpower;

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

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

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

19.0 Penalty:

19.1 In case of complaints or unsatisfactory service/ verification report rendered by the agency, a penalty of Rs. 1,000/- or part thereof per day shall be levied on the Agency which will be deducted from his monthly bill and in this regard decision of BRPL shall be final and binding on the Agency.

19.2 During the period of the contract, if there is any loss/ damage to the property / theft of property (ies) of BRPL due to any act/ omission/ negligence/ other fault of the Agency/ or his personnel, such loss/ damage will be recovered by BRPL from the bills of the Agency. The recovery will be the cost of loss / damage to property or cost of property stolen along with a penalty to a tune of upto 10% of the cost of loss / damage to property or cost of property stolen.

19.3 In case of repeated complaints of unsatisfactory performance of duty, rude behavior or poor turn out of the personnel turn out of the Agency, the entire security deposit in the form of BG may be encashed by BRPL and in addition the contract may be terminated.

19.4 The Service Charges being paid to the Agency shall be linked to avoiding any untoward incident at site/offices. If an untoward incident occurs, due to lapse on the part of security, the company shall forfeit the service charge, directly in proportion to the gravity of the incident; subject to a limit of 50% value. The decision in this regard shall be that of the Company which will be binding.

19.5 For the casual absence it will be ensured by the Agency that not more than 2 % casual absence on monthly basis and no post should remain vacant and no guard is present on duty for more than 12 hrs at a stretch to fill such casual absence .If planned/casual absence exceeds the prescribed limit for every percentage or part of it upto 2% of the entire monthly billing amount shall be deducted, in individual category like guards/Supervisor/Gunman etc.

19.5.1. The absence of gunman will not be tolerated and the agency will have to provide gunman in full strength. The absence of gunman not only endangers the cash collected by the Co. but also endangers the life of its employee, in case of any incident, heavy penalty will be imposed upon the Security Agency by the management and decision taken by BSES will be final if agency continuously defaults. In addition to above, the absence of gunman will invite a penalty of amount equivalent to 2 days salary be levied for per occurrence.

19.6 Agency shall submit payment details made to PF/ESIC authorities with a list of employees covered under the same along with a copy of deposit challans. Failure to do so will invite a deduction upto 15% of value of billing for PF and upto 5 percent for ESI until relevant documents are submitted.

19.7 If deployment is not completed as per the schedule, given by the Head Security a penalty of Rs. 250/- per guard per day shall be levied.

19.8 Any guard deployed below prescribed height/health Standard then equivalent 2 days salary of per guard per incident shall be deducted from the bill and such guards shall be removed immediately.

19.9 Any guard found without dress or improper dress without Torch, Baton whistle etc. & found sleeping during duty hours a penalty of amount equivalent 2 days salary shall be levied for per occurrence.

19.10 If there is continuous duty of any guard exceeding 12 hrs a penalty of amount equivalent to 2 days salary shall be levied for per occurrence, besides recovering the cost of material if stolen due to the same. However, there shall be no deduction on the overtime during change of shift.

19.11 Penalty Clause:

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order/contract, by Agency. and if the same is demanded from BRPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BRPL. The imposition of the penalty is without prejudice to the BRPL's right to terminate this contract."

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

Penalty clause for ID card

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:

- a) # of staff found working without valid ID Cards (ID Cards issued by BRPL Security) / Not carrying ID cards to the workplace
- b) # of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
- c) # 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.

- a) Even for 1 blacklisted staff identified
- b) Security shall share list of blacklisted staff with BRPL Vigilance, C&M and VSC departments.
- c) VSC shall share the list with respective vendors.
- d) 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.

20.0 Liquidated Damages:

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

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

21.0 Term and Termination:

21.1 Contract Period: The Contract shall initially be placed for a period of one year and shall be renewed for another one year based on performance of the vendor as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.

21.2 Termination by the Company.

21.2.1 The Company shall be entitled to terminate this Service Contract without specifying any reason upon giving 30 days prior written notice to Agency. This Service Contract shall stand terminated on the expiry of the said period of 30 days relieving both parties of their respective obligations, save such obligations and / or liabilities of the Parties that, by their nature, survive the termination of this Service

Contract. No compensation or termination charges or penalties of any nature whatsoever shall be payable by the Company to the Agency for termination of this Service Contract.

21.2.2 The Company may (without prejudice to any of its other rights or remedies under the Service Contract or in law) terminate the whole or any part of the Agency's scope of Service, in any one of the following circumstances (defaults):

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

21.2.2.2 If the Agency fails to provide adequate assurance of the Agency's ability to meet the quality standards or the time frames provided in Annexure; or

21.2.2.3 The Agency disregards or violates applicable laws or applicable permits; or

21.2.2.4 The Agency fails to correct defects and deficiencies in any Services; or

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

21.2.2.6 If the Agency breaches any other term of this Service Contract.

21.2.2.7 In the event of the occurrence of any of the above, the Company may, at its sole discretion, provide the Agency with written notice of the Company intention to terminate for default. In the event the Agency fail to cure such default within 15 days of such notice, the Company may, by written notice, forthwith terminate this Service Contract.

21.3 The Company shall have the right to terminate this Service Contract forthwith by providing written notice to the Agency in the event that the Agency (i) files a voluntary petition in bankruptcy or for winding up or has an involuntary petition in bankruptcy or for winding up filed against it, (ii) admits the material allegations of any petition in bankruptcy or winding up filed against it, (iii) is adjudged bankrupt, or (iv) makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

22.0 Notices:

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

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by intimating the other Party in advance by indicating the date on which such change will become effective.

23.0 Miscellaneous:

23.1 A meeting shall be conducted between agency's Senior Officials and Head Security every month.

23.2 Assignment:

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

23.3 Relationship between Parties:

The Agency is serving as an independent Agency of the Company This Service Contract creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship between the Company and the employees, consultants, workmen or representatives assigned by Agency to perform the Services hereunder.

23.4 Entire Service Contract:

This Service Contract, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or Service Contracts relating thereto.

23.5 Amendment:

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

23.6 No Waiver:

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

23.7 Severability:

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

23.8 Laws:

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

23.9 Offset:

The Company may deduct or retain out of any Payment, which may be due or become due to Agency hereunder or otherwise, any amounts owed by The Agency to The Company hereunder or otherwise.

23.10 Governing Law:

This Service Contract shall be governed and interpreted exclusively in accordance with laws of India.

23.11 Headings:

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

23.12 Counterparts:

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

23.13 Survival:

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

24.0 Acceptance of Service Contract:

Kindly sign and stamp every page of the duplicate copy of this Service Contract including all its Annexure as token of your final and unqualified acceptance of this order and return it to our office for our record.

25.0 Limitation of Liability:

1 Unless otherwise expressly agreed to herein, neither party shall be liable to the other party for any indirect, incidental or consequential loss, loss of profit, damage, expense or cost arising out of performance of its obligation under this Agreement.

2 In case of non-availability of manpower on any day for any reason whatsoever. Agency shall be liable to provide to BSES Rajdhani Power Ltd. an alternative manpower, at no extra cost to BSES Rajdhani Power Ltd. Failing to provide alternative manpower. BSES Rajdhani Power Ltd. shall be entitled to take manpower for those period and the said charges will be deducted from Agency bill upon production of necessary evidence in this regards.

3 BSES Rajdhani shall not be carry hazardous, spurious, banned drugs/ narcotics, unlicensed goods and/ or any contraband goods or materials to Agency for transportation. Agency shall not be liable for any loss or damage, which may be suffered by BSES Rajdhani Power Ltd. in case of accident due to carriage of any hazardous material by the BSES Rajdhani Power Ltd. Further, In case of any loss or damage suffered by Agency or the manpower due to carriage of any hazardous material by BSES Rajdhani Power Ltd., then BSES Rajdhani Power Ltd. shall indemnify Agency for such loss or damage.

26.0 DISCLAIMER

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.

- 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 a rising in anyway from the selection process for the Contract.
- 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.
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).

1) COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

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

9.0 BID FORM

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

9.02 EMD

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

- (a) Demand Draft/Pay Order drawn in favor of BSES RAJDHANI Power Ltd, payable at Delhi.
- (b) Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee
The EMD may be forfeited in case of:
 - (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

(b) Submitting falsified information/documents.

(C) In the case of a successful Bidder, if the Bidder does not

- (i) Accept the Purchase Order, or
- (ii) Furnish the required performance security BG.

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

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

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

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

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

Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.

22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 **EVALUATION AND COMPARISON OF BIDS**

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

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

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

23.03 The Company-s evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

(a) Contract completion schedule

(b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 **CONTACTING THE COMPANY**

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

24.02 Any effort by a Bidder to influence the Company and/or in the Company-s decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder-s Bid.

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

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

grounds for the Company-s action.

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY -S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRADULENT PRACTICES

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

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

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

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

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

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

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

SECTION – III:

TERMS AND CONDITIONS

1.0 General Instructions:

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

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition: The following terms & expressions as used in this Contract order shall have the meaning defined and interpreted here under:

1.1. Company: The terms "Company" shall mean BSES RAJDHANI Power Limited having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall included its authorized representatives, agents, successors and assigns.

1.2 Contractor: contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 Rate: The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Officer In-charge.

The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever.

1.4 Contract Order Specification: The terms "Contract order Specification" shall mean the Technical specification of the Contract as agreed by you and description of Contract as detailed in ANNEXURE - I enclosed and all such particulars mentioned directly/referred to or implied as such in the Contract order.

1.5 Site: The terms "Site" shall mean the Contracting location mentioned in the Contract order. For this Contract order contracting location is in Central circle.

2. OFFICER-IN-CHARGE: The term "Officer In-Charge" shall mean the Company-s nominated representative for the purpose of carrying out the Contract. For this Contract Officer In-Charge will be Head, Security or his nominated person.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

4. LANGUAGE AND MEASUREMENT:

The Contract order issued to the contractor by the company and all correspondence and documents relating to the Contract order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

5.0 VALUE OF THE CONTRACT ORDER:

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

6.0 TAX & DUTIES:

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

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

The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to BRPL.

7.0) SECURITY:

The contractor shall adequate safety precautions at the site.

8.0) STATUTORY OBLIGATIONS:

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, Contract man Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments. Broadly, the compliance shall be as detailed in ANNEXURE provided.

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

9.0) RISK INSURANCE:

BSES Rajdhani Power Ltd. shall not hand over any hazardous, spurious, banned drugs/narcotics, unlicensed goods and/or any pornographic goods or materials to Agency for transportation.

Agency shall keep BSES Rajdhani Power Ltd. indemnified at all times, against all claims, losses, damage or liability that may arise under this agreement because of any breach, negligence or willful default of Agency (whether criminal or civil and including legal fees and costs incurred), including

Resulting from a breach of this Agreement by Agency including any act, neglect or default of its manpower.

Resulting from a breach by Agency in respect of any matter arising from the provisions of services resulting in any successful claim by any third party.

Claim for compensation under the provisions of the workmen compensation act 1923 as amended from the time to time or any compensation payable under any other laws for the time being in the force to

any workman / employees or staff engaged by Agency in carrying out in the services and against costs and expenses, if any, incurred by BSES Rajdhani Power Ltd. in connection therewith.

The indemnities provided under this clause are without prejudice and in addition to BSES Rajdhani Power Ltd. right to make any recovery whatsoever under this agreement, with or without invoking the indemnity provisions.

10.0) Termination:

Either party may terminate this agreement in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within in a period of Thirty (30) days from the date of receipt of the notice from the aggrieved. Party requesting it to so cure breach, provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from force Majeure, defined herein below, such failure shall not constitute a breach of this agreement.

Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

1 The other party makes an assignment for the benefit of its creditors: or

2 The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;

3 The representation and warranties made by the other party are false or misleading;

Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30 (THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency.

11.0) Effect of expiration or termination:

Upon expiration/termination of this agreement Agency shall become immediately entitled to the amounts due to it from BSES Rajdhani Power Ltd. under this agreement and BSES Rajdhani Power Ltd. shall make payment to Agency within seven (7) days of the expiration/termination after deducting the amount receivable from Agency.

12.0) INDEMNITY:

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

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract Order.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss

which may arise out of or in consequence of the execution or completion of Contracts and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

13.0) EVENTS OF DEFAULTS:

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

- a) Failing to complete execution of Contract within the terms specified in this Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contracts.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contracts.
- d) Failing to comply with any of the terms or conditions of this Contract order.

In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under this Contract order or in law including without limitation the right to penalize for delay under clause 15.0 of this Contract order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.

14.0) RISK & COST :

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

15.0) ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Contract order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party.

The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

16.0) FORCE MAJEURE:

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

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

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

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

17.0) SECURITY 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.

18.0) 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.

19.0) Guidelines for working in Covid19 situation:

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

20.0) Acceptance:

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

21.0) 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) also, which shall be treated as a part of the contract/PO/WO.

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

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

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

ANNEXURE I

The Contractor should obtain and must submit the following to Officer-In-Charge before commencement of Contract and these shall renewed from time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) Sales Tax registration number, if applicable.
- e) PAN No.
- f) Contract Tax Registration Number/ GST Registration.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- c) To maintain Wage- cum - Attendance Register.
- d) To maintain First Aid Box at Site.
- e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract 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.

SECTION-IV:

PRICE BID FORMAT (TO BE SUBMITTED IN SEPARATE ENVELOPE)

BILL OF QUANTITY/ PRICE FORMAT

**Schedule for Items
i) With Relieving Charges**

S.NO.	Description	Unit	Unit Rate (Rs.)	GST	Amount including GST (B)	Total Amount including GST for one Year (A*B*12)
1	Security Guard (Semi Skilled)	Man – month				
2	Gunman (Skilled)	Man – month				

ii) Without Relieving Charges

S.NO.	Description	Unit	Unit Rate (Rs.)	GST	Amount including GST (B)	Total Amount including GST for one Year (A*B*12)
1	Security Guard (Semi Skilled)	Man – month				
2	Gunman (Skilled)	Man – month				
3	Supervisor (Skilled)	Man – month				

Pl. provides the breakup of prices for each items wise activity as mentioned above separately in below format. A detail of activity is mentioned below in scope of work.

- The bidder must fill each and every column of the above format. **Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.**
- No cutting/ overwriting in the prices is permissible.
- **The bidder must consider all Statutory Compliance while submitting the bid.**

The bidders shall quote against each of the line items as indicated above. The quantity as mentioned above neither implies nor guarantees any minimum deployment there under. The above quantity is indicative only based on last years’ experience and it is not binding on us for fulfillment. Actual quantities may vary as per BRPL’s requirements.

Breakup Format (With relieving charges)

S.NO	Description			Security Guard (Semi-Skilled)	Gunman (Skilled)
1		- Basic as per Current Min wages			
2		- Other Allowances			800
3	Sub Total (A) (Sr.No 1 to Sr. No 2)				
4	Add:	EPF @ 13% of Minimum wages	13%		
5		ESI @3.25% as per provision of ESI act	3.25%		
6		Bonus (8.33% on minimum wages as per provision of payment of bonus act)	8.33%		
7		Leave Pay @4.81% on minimum wages	4.81%		
8		Uniform Cost		200	200
9	Sub Total (B) (Sr.No 3 to Sr. No 8)				
10		Reliever Charge on (B)	16.67%		
11	Sub Total C (Sr.No 9 to Sr.No 10)				
12		Admin charge @.....%on (Sr.No.12)			
13		Contingencies @.....%on (Sr.No.12)			
14		Agency Margin @..... % on (Sr.No.12)			
15	Total COST to COMPANY (D)(Sr.11 to Sr No 14) Rate Per Month				
16	GST @18%		18%		
17	Rate including GST for per Man per month				

BILL OF QUANTITY/ PRICE FORMAT

Breakup Format (Without relieving charges)

S.NO	Description			Security Guard (Semi-Skilled)	Gunman (Skilled)	Supervisor (Skilled)
1		- Basic as per Current Min wages				
2		- Other Allowances including patrolling charges			800	15000
3	Sub Total (A) (Sr.No 1 to Sr. No 2)					
4	Add:	EPF @ 13% of Minimum wages	13%			
5		ESI @3.25% as per provision of ESI act	3.25%			
6		Bonus (8.33% on minimum wages as per provision of payment of bonus act)	8.33%			
7		Leave Pay @4.81% on minimum wages	4.81%			
8		Uniform Cost		200	200	200
9	Sub Total (B) (Sr.No 3 to Sr. No 8)					
10		Admin charge @.....%on (Sr.No.10)				
11		Contingencies @.....%on (Sr.No.10)				
12		Agency Margin @..... % on (Sr.No.10)				
13	Total COST to COMPANY (D)(Sr.9 to Sr No 12) Rate Per Month					
14	GST @18%					
15	Rate including GST for per Man per month					

Financial Bid must ensure detail information for above each service in following manner

- a) Minimum Wages (Security Guard as Semi Skilled, Gun Man and Supervisor as Skilled Category)
- b) EPF (13% of 100% of Min wages), ESI(3.25% of Min wages), Bonus(8.33% of Min wages), Leaves(4.81% of Min wages),Uniform Charges on per month basis and Agency Margin in %.
- c) 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 paid by BRPL as per the line item mentioned in the price format. The contractor shall furnish copy of policy when demanded by BRPL. Premium charges per person per year for the coverage under this accidental policy will be reimbursed @Rs 800/- per person per annum.

d) Insurance for Covid 19:

Before commencing the execution of the work the CONTRACTOR shall take insurance policy for covering death against Covid 19 for the staff engaged by him for this work to insure against any loss of life which may occur during the contract. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The contractor shall furnish copy of policy when demanded by BRPL. Premium charges per person per year for the coverage under this Covid policy will be reimbursed @Rs 1062/-Plus GST per person per annum.

TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

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

SECTION V

BID FORM

To

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

Sir,

1 We understand that BRPL is desirous of services of in it-s licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to services in full conformity with the Terms and Conditions or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire services as per requirement schedule mentioned in Section IV from the date of award of rate contract/letter of intent.

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

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

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

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

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

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

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

SECTION VI

FORMAT FOR EMD BANK GUARANTEE

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

Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank](herein after called the "Bank"), are bound unto BSES Rajdhani Power Ltd., with its Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019, (herein after called —the "Purchaser") in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

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

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

Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION VII**CHECK LIST**

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
5	EMD IN PRESCRIBED FORMAT	YES/NO
6	DEMAND DRAFT OF RS 1000/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
7	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO