

**Tender Notification for**

**“AWARD OF WORK FOR MAINTENANCE AND SUPPLY OF MATERIALS OF BATTERIES & BATTERY CHARGERS INSTALLED AT VARIOUS GRID STATIONS OF BRPL FOR TWO YEARS”**

**CMC/BR/22-23/RB/CR/AG/0975 DT: 24.01.2022**

**Date for Submission of Tender: 07.02.2022**

**BSES RAJDHANI POWER LIMITED,  
BSES Bhawan, Nehru Place, New Delhi-110019  
Corporate Identification Number: U40109DL2001PLC111527  
Telephone Number: +91 011-4910 7235,  
Website : [www.bsedelhi.com](http://www.bsedelhi.com)**

## SECTION - I

### REQUEST FOR QUOTATION

#### 1.1 GENERAL

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“AWARD OF WORK FOR MAINTENANCE AND SUPPLY OF MATERIALS OF BATTERIES & BATTERY CHARGERS INSTALLED AT VARIOUS GRID STATIONS OF BRPL FOR TWO YEARS”**

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

**“BID FOR AWARD OF WORK FOR MAINTENANCE AND SUPPLY OF MATERIALS OF BATTERIES & BATTERY CHARGERS INSTALLED AT VARIOUS GRID STATIONS OF BRPL FOR TWO YEARS”**  
**“CMC/BR/22-23/RB/CR/AG/0975 DT: 24.01.2022”.**

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

Cost of Tender form (Non- Refundable)	Rs.1180/- (including GST)
Estimated cost of work	Rs. 21,71,672/- for 2 years
Earnest money Deposit	Rs. 43,500/-
Duration of the Work	24 Months (from date of issue of LOI/order)
Tender documents on sale	24/01/2022 (working days)
Date & time of Submission of Tender	07/02/2022 till 15:30 HRS
Date & time of opening of Tender	15:45 HRS on 07/02/2022

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

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

Detail of BRPL for tender fee submission is as under:

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

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

## 1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- ❖ Request For Quotation
  - ❖ Instructions To Bidder
  - ❖ Commercial Terms & Conditions
  - ❖ Scope of Work
  - ❖ Details of Resources
  - ❖ Present Asset Details
  - ❖ List of T&P
  - ❖ Price Format
  - ❖ Bid Form
  - ❖ Performa Of Contract Performance Bank Guarantee
  - ❖ Format For EMD Bank Guarantee
  - ❖ Terms & Conditions for Reverse Auction
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:
- ❖ If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi as per below: Please note that bank details as below have been provided only for the purpose of making BG for EMD.  
Beneficiary Name: BSES Rajdhani Power Limited  
Bank Name : State Bank of India  
A/c No. : 40214783615  
IFSC Code : SBIN0009601
  - ❖ If Tender is received after due date and time.
- 1.2.6 It is compulsory for the bidder to quote for each part of Price Format but allocation shall be as per the decision of BRPL.
- 1.2.7 Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final. Further formation of cartel and indulging in any unfair business practice shall be a negative for the bidders and be liable for rejection of the bid.

**2. Qualifying Criteria:****A. Technical & Commercial:**

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

**Technical Qualifying Criteria:**

(i) The bidder should have experience of carrying out installation/ operation/maintenance of atleast 50 Nos. battery and battery charger of 220V / 60 amp and 50V /60 amps uses at any DISCOMs / Govt / SEBs 66KV or 33KV grids, in any of the last three financial years.

OR

Any reputed manufacture who has supplied atleast 50 nos. battery and battery charger at 66KV or 33KV grids in any of the last three financial years.

(ii) The bidder must enclose order copies along with performance certificates in support of relevant experience. Experience credential as a joint venture / subcontract/ consortium will not be considered.

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

**Commercial Qualifying Criteria:**

1. Bidder must provide proof of having average annual turnover of Rs. 1 Cr. or above during the last three financial years (FY 18-19, FY 19-20 & FY 20-21). In case the audited balance sheet is not available with the bidder for 20-21, the bidder shall submit the audited balance sheet for FY 17-18 or turnover certified by the auditor.
2. Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank.
3. Bidder should have valid Registration No. of GST.
4. Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.
5. Valid Electrical License issued by Delhi Govt. for doing electrical works in Delhi region.
6. Duly signed & stamped tender documents submitted with all annexure.
7. Entities that have been debarred/blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.
8. The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender

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

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

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

- a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.
- c) No joint ventures/ consortiums are allowed.

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

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

**Please note:** For Existing vendors/ registered vendors of BRPL, evaluation will also include the past performance in the contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BRPL reserves the right to disqualify their bid based on the above performance parameters in spite of them meeting the above qualification criteria.

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

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

**1.4 BIDDING AND AWARD PROCESS:-**

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. 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 + one copy to the following address

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

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

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

**The 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 VIII

**TIME SCHEDULE**

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

S. No.	Steps	Comprising of	Due date
1	Pre-Bid queries, If any	All Queries related to RFQ Technical queries: Mr. Adesh Golash (EHV Dept.) Mail id: adesh.golash@relianceada.com Commercial queries: Mr. Ananda Raj (Head Contracts), Mail id : <a href="mailto:ananda.raj@relianceada.com">ananda.raj@relianceada.com</a> Contact No 011-49209014 Ms. Anima Gaur (C&M) Mail id: <a href="mailto:anima.gaur@relianceada.com">anima.gaur@relianceada.com</a> Contact No: 011-49209429	3.02.2022

2	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	07.02.2022
3	PART B Financial Bid	Price strictly in the Format enclosed (Section VIII) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website

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

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

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

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

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

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

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

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

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

#### **5. Award Decision**

- a) Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder’s capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.



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

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

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

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

### 1.4.2 Market Integrity

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

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

### 1.4.3 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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head (EHV-O&M), BRPL Copy to :Head (C&M)	Head (C&M)
<b>Address</b>	Building No 20, BSES Bhawan., Nehru Place, New Delhi – 110019	C&M Dept., BSES Rajdhani Power Ltd, I Floor, “C” Block, BSES Bhawan Nehru Place-110019



**SECTION – II: GENERAL INSTRUCTIONS TO BIDDERS:**

**29. GENERAL**

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company“ is desirous of **Awarding of work for maintenance and supply of materials of batteries & battery chargers installed at various grid stations of BRPL for two years”**.

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

**1.0 SCOPE OF WORK:** The complete scope of work has been defined in relevant section of this tender document. The Bidder shall mandatorily submit bids for relevant tender.

**2.0 DISCLAIMER**

- 2.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 2.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the work.
- 2.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 2.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

### **3 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.

### **B. BIDDING DOCUMENTS**

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

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

4.01 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.

### **5.0 AMENDMENT OF BIDDING DOCUMENTS**

5.01 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.

5.02 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.

5.03 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.

### **C PREPARATION OF BIDS**

#### **6.0 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.

#### **7.0 DOCUMENTS COMPRISING THE BID**

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



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(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.

## 8.0 BID FORM

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

### 8.02 EMD

Pursuant to Clause 7.0(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 favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from a nationalized/scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

Earnest money given by all the bidders except the lowest bidder shall be refunded within 4 (four) weeks from the date of opening of price bid.

The EMD may be forfeited in case of:

29. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

**OR**

- (b) in the case of a successful Bidder, if the Bidder does not
  - (i) accept the Purchase Order, or
  - (ii) furnish the required performance security BG.

**OR**

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

## 9.0 BID PRICES

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

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

## 10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

## 11.0 PERIOD OF VALIDITY OF BIDS

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

11.02 Notwithstanding Clause 11.01 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

## 12.0 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.

## 13.0 FORMAT AND SIGNING OF BID

13.01 The original Bid Form and accompanying documents (as specified in Clause 7.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.

13.02 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.

13.03 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.

13.04 Bid shall be signed with stamp by the bidder on all the pages

## D. SUBMISSION OF BIDS

### 14.0 SEALING AND MARKING OF BIDS

14.01 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.

14.02 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“.

14.03 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.

### 15.0 DEADLINE FOR SUBMISSION OF BIDS



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

15.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 5.0, 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

## **16.0 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.

## **17.0 LATE BIDS**

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 14.0, will be declared "Late" and rejected and returned unopened to the Bidder.

## **18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **E. EVALUATION OF BID**

### **19.0 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.

### **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.

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

21.01 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.

21.02 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.

21.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents

without material deviation.

21.04 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.

## **22.0 EVALUATION AND COMPARISON OF BIDS**

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

22.02 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.

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

(a) Work completion schedule

(b) Conformance to Qualifying Criteria

I 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.

22.04 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**

### **23.0 CONTACTING THE COMPANY**

23.01 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.

23.02 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.

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

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

## **25.0 AWARD OF CONTRACT**

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

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

## **26.0 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.

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

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

## **28.0 CORRUPT OR FRADULENT PRACTICES**

28.01 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 ;

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.

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



SECTION-III

COMMERCIAL TERMS & CONDITIONS

**1 DEFINITION:**

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

**1.1 Company:**

The terms 'Company' shall mean BSES Rajdhani Power Ltd ,having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Telephone Number: +91 11 3009 9999, Fax Number: +91 11 2641 9833 , Website :

[www.bsesdelhi.com](http://www.bsesdelhi.com) and shall included its authorized representatives, agents, successors and assigns

**1.2 Contractor:**

The terms 'Contractor' shall mean successful vendor to whom the contract will be awarded and shall include its authorized representatives, agents, successors and assigns.

**1.3 Order Specification:**

The terms 'Order Specification' shall mean the technical specification of the work as agreed by the contractor and description of work as detailed in this document and all such particulars mentioned directly/referred to or implied as such in the order.

**1.4 Site:**

The term 'Site' shall mean the working locations in BRPL.

**1.5 Engineer-In-Charge & Inspector:**

The terms 'Engineer-In-Charge' shall mean the Company's nominated representative for the purpose of carrying out the work. For this order Engineer in charge shall be respective Head (EHV) for South & West Circle.

**1.6 Examination of Site and Local Conditions:**

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

**1.7 Language and Measurement:**

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

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

**2 SCOPE OF WORK:**

**A) BATTERIES AND CHARGERS:**

- i) For topping of cell distilled water shall be supplied by vendor, tentatively 20 Liters cane per grid, where the Nickle Cadmium banks are available. There are 101 Nos. such bank. As such 101x20 i.e 2020 liters electrolyte / DM (De mineral) water will be required in one year. Payment will be made to vendor on



verification by BSES grid maintenance in charge and circle head of Grid. Additional requirement, if any, shall be arranged by vendor on call within week's time.

- ii) Need Base Visit will be required by team of Vendor comprising Vendor engineer / supervisor and technician with all T&P, who will visit **within 48 hrs.** on call from BSES grid maintenance in charge or circle head.
- iii) In case of emergency Vendor team will visit within 2-3 hrs for 365 days (24x7) including night hrs also.
- iv) In case Vendor supervisor is unable to handle the complaint, the expert (OEM) will be arranged by vendor no extra charge will be paid by BRPL.
- v) Per day Visit charges will be fixed / freeze from first day of contract and will remain same during contract period.
- vi) During visit vendor will visit the required sites of BSES as per need to in-charge. It can be 3-4 locations in a day subject to quantum of work.
- vii) Vendor will arrange repair or replacement of the defective charger equipments like electronic cards, MU-1000, contractors, annunciator and rectifier etc and other important parts.
- viii) Vendor will take action and make healthy of defective charger/ banks within a week's time or earlier possible time.
- ix) Sufficient inventory of OEM spares is to be maintained by the vendor to maintain healthiness of battery chargers in the grid.
- x) Minimum 10% of major spare will be maintenance by vendor in his stock. List of major spares is attached as Annex-1
- xi) Minimum 15 Nos visits in south and West Grids are planned as per requirement during contract period. It may exceed to 20-25 based in condition. Joint report will be prepared by Vendor supervisor and BSES Grid In-charge. Report will clearly mention the reason of visit and action taken.
- xii) In case of charger is irreparable or repairing cost goes beyond 30% of a new charger, a joint report will be prepared by vendor and maintenance engineer/ Circle head to decide whether repairing is justified or replacement would be better, keeping healthy parts of defective charger for future use.
- xiii) There are 104 Nos. of Grid stations in BRPL, which comprises 41 Nos. (33KV) and 22 Nos. (66KV) Grids in South and 15Nos. (33KV) & 26 Nos. (66KV) in West Delhi. However the scope of work shall cover any additional Grids that may come up during the contract period.

At present available numbers of battery chargers and banks are as under:

Status of Battery Bank and Charger in BRPL						
Circle	No of Grids	33 KV	66 KV	50 V Charger	220 V Charger	110 V
South	63	41	22	43	25	1
West	41	15	26	16	27	
Total	104	56	48	59	52	1

Bank Nickle - CD and LI.				
	50 V	220 V	110v	Total
Nickle -Cad Banks	53	48	0	101
Lithium Ions	6	4	1	11
Total	59	52	1	112

\*DC supply is required to be available all the time 24x7 for 365 days. All protections, SCADA and IT functions are on DC supply which is met out from Battery bank and charger.

2. ADDITIONAL SCOPE / WORK:

Any additional work beyond the scope enumerated in the work order above shall be carried out as per the instructions of Engineer-In Charge. The company shall not entertain any claim or increase in the Work Order value due to execution of such additional work if the same is not approved by Engineer-In-Charge.

3. PENALTY CLAUSE :

In case sufficient inventory is not maintained by vendor or not arranged within week period in case of urgency as he should require as per contract or written advice of Engineer In-charge or DC supply affected due to any reason of Vendor's service, then BRPL reserves its right to impose a suitable penalty of Rs. 50,000/- (Fifty thousand) in case of system affected or on high risk.

4. VALUE OF THE CONTRACT:

The total value of this rate Contract shall be worked out as per rate finalized through the tender. The final value shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to escalation for any reason whatsoever. Contractor at his own cost shall arrange Water and Electricity Power.

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

5. Liquidated Damages:

In case of a delay, you shall be liable to pay us by way of liquidated Damages @ 0.5 % of the total order value for each weeks delay subject to a maximum of 5% of the total value of Order/ for undelivered portion thereof.

6. TAX & DUTIES:

The prices are inclusive of all taxes and duties including labour cess except GST shall be paid extra. However, if taxes are reduced at the time of delivery, the reduced rates shall be applicable.

Any taxes/duties which may be levied by the Govt./ local bodies during currency of this order shall be to Contractors account. Income tax will be deducted from your bills as Tax Deduction at Source (TDS).

Further, necessary road permit required for entry and exit of materials in respective states is entirely responsibility of the Contractor.

"1. As Per Notification No. 39/2021 – Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.

2. In view of above, if the same is not complied with by the supplier/contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

3. For releasing of the payment kept on hold on account of GST supplier shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time proof of payment of GST as mentioned above is not submitted.

4. Further, the recipient/purchaser shall also be entitled to recover any financial loss incurred (including tax, interest and penalty) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier.

5. In case where delivery of goods is being made on FOR site basis, the Supplier is responsible to comply with rules applicable for **E-way bill**. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Contract provisions. "

#### 7. TERMS OF PAYMENT:

100% payment shall be made to the contractor within 30 days of receipt of bills subject to fulfillment of contractual obligations.

Contractor shall raise bill(s) on monthly basis & submit to the company along with necessary statutory records, challan slips and work certification/verification by respective Engineer in charge for each circle.

Work Certification by the Engineer-in-charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the contractor satisfactorily which shall hold good for payments of Bills.

#### 9. EFFECTIVE DATE AND VALIDITY:

This Agreement shall become effective for all purposes from the date of issuance and shall remain valid for a period of two years. However, the same shall be reviewed after one year based on performance assessment and continuation to the next year.

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

#### 10. CLEANLINESS:

All debris shall be removed and disposed of at assigned areas on a daily basis. You shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, the company shall get the same done at the contractor's risk and costs.

#### 11. LABOUR, POWER AND WATER:

During the tenure of this CONTRACT all tools, tackles, camp facilities shall be arranged by the Contractor at his cost without any liabilities to the Company.

Contractor at his own cost shall arrange Water and Electricity Power.

#### 12. SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for

the complete safety of their workmen as well as other workers at site and premises during execution of contract.

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

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



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COMPANY's work.

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

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

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

### 13. 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, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in ANNEXURE I enclosed.

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

### 14. CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

1.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 1 month from the date of issue of Order for due performance of the provisions of Work Order.

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

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

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

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

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

### 15. WORKMAN COMPENSATION:

The Contractor shall take insurance policy at his own cost under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs



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covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

The CONTRACTOR shall keep the COMPANY indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

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

#### 16.0 THIRD PARTY INSURANCE:

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

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

#### 16.0 i) 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 borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

#### 16.0 ii) COVID GUIDELINES:

Looking to the present Covid19 situation, Vendor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by 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.

#### 14.0 iii) COVID INSURANCE POLICY:

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

#### 17.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the

matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be New Delhi only.

18. SECURITY:

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

19. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

Contractors must comply with these requirements:

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

All contractors' staff is accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed.
2. Keep tools in good condition.
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
4. Develop a concern for safety for themselves and for others.
5. Prohibit horseplay.

Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

20. QUALITY ASSURANCE:

The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

21. INDEMNIFICATION:

Notwithstanding anything contained in this Agreement, the CONTRACTOR shall at its own expense make good any loss or damage to the property and / or persons of the third party arising out of the gross negligence of its employees/workman while performing its obligations under this Agreement.

22. GOVERNING LAWS AND JURISDICTION:

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





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23.PERFORMANCE:

The performance of the CONTRACTOR shall be reviewed quarterly by the company for the work done by the CONTRACTOR during this period. If the performance of the CONTRACTOR found satisfactory, the validity of this contract shall hold good automatically. If the performance of CONTRACTOR not found to be satisfactory, this contract shall be terminated and communicated to the concerned Engineer in charge and Finance Department.

24.ENTIRE AGREEMENT:

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

25.AMENDMENT:

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

26. 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 CONTRACT.

If performance of obligations under this CONTRACT is delayed for more than 15 days 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 CONTRACT.

If this CONTRACT 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.

27. SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of CONTRACT and the information obtained during the course of investigation under this CONTRACT shall be the Companys executive property and shall not be used for any other purpose except for the execution of the CONTRACT. 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 CONTRACT.

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 Contractor during the executions of this CONTRACT, 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.

28. RISK & COST:

If the Contractor of fails to execute the work as per specification / as per the direction of Engineers In-change within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right



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to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

29. SUBLETTING:

Contractor without the consent shall not be un-reasonably withheld, assigns or sublet contract or any substantial part thereof. CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works

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

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

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

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

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

30 ii) GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS/ DUG AREA WHILE DOING WORK AT SITE IN BRPL AREA

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.





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- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.

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

### 31. VENDOR CODE OF CONDUCT:

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

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

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

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

### 32. TERMINATION:

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

### 33. ACCEPTANCE:

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

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

**ANNEXURE A**

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

- a) An Electrical license issued by Govt.of Delhi.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) GST registration number
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970

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

The Contractor must follow:

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

**ANNEXURE-I**

**PRICE FORMAT**

<b><u>1. RATE ANNEXURE</u></b>				
Item Description	No. of visits per year	Unit rates per Visit / day in Rs.	Total amount per Year in Rs.	Total amount for two Years in Rs.
Visit charges as per the scope defined	20			

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

<b><u>2. RATE ANNEXURE</u></b>				
Item Description	Qty	Unit rates	Total amount per Year in Rs.	Total amount for two Years in Rs.
Supply of Electrolyte / DM Water at site	2020 Lts.			

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

**3. RATE ANNEXURE FOR UNIT RATES OF SPARES PARTS**

S.NO	Material Description	UOM	Basic Unit Rate in Rs.( I/ C of all taxes Except GST)	GST rate	Rate I/c of all taxes
1	OEM,ERTH FAULT CARD-(50V);IMD E/F50V	NOS			
2	OEM,RLY 3C/O MPC110D;3RC-110;MASS TECH	NOS			
3	OEM,DC VOLTMETER(50VCHARGER);DC VM-50	NOS			
4	OEM,RC NTWRK;RCNW50/220V;MASS TECH	NOS			
5	OEM,CHRG/DSCHG S/W2POL2WAY65AMP;2PC/BSW	NOS			
6	OEM,AUTO/MNL SWITCH(6AMP)2P;2P.A/M	NOS			
7	OEM,AUTO/MNL SWITCH(6AMP)2P;2P.A/M	NOS			
8	OEM,INDCN LAMP(R, Y, B);AC LMP R. Y. B	NOS			
9	OEM,HRC FUSE(50AMP);FS-50A;MASS-TECH	NOS			
10	OEM,DIODE-(50V);RECT.DIODE25A;MASS TECH	NOS			
11	OEM,SI CNTRL RECTFR;RECTSCR25A;MASS TECH	NOS			
12	OEM,CTR 50V;CTR-50;MASS TECH	NOS			
13	OEM,VTR-(50V);VTR-50;MASS TECH	NOS			
14	OEM,CTR-(220V);CTR-220;MASS TECH	NOS			

15	OEM,VTR-(220V);VTR-220;MASS TECH	NOS			
16	OEM,MU1000C-(220V);MU1000C220V;MASS TECH	NOS			
17	OEM,MU-1000C-(50V);MU1000C50V;MASS TECH	NOS			
18	OEM,RECTDIODE220V 25A;MASS TECH	NOS			
19	OEM,CNTRL CARD50V;CPC CRD 50V;MASS TECH	NOS			
20	OEM,CPC CARD220V;MASS TECH	NOS			
21	OEM,DC O/V CRD;BBC-220V;MASS TECH	NOS			
22	OEM,DC U/V CRD;DC U/V50V;MASS TECH	NOS			
23	OEM,HVPF CRD;HVPF CRD;MASS TECH	NOS			
24	OEM,ERTH FAULT CRD;IMD E/F220V;MASS TECH	NOS			
25	OEM,MODBUS CNVRTR 220V;USV 1;USV PWR	NOS			
26	OEM,MODULAR RLY;PLA 2CO;48VDC	NOS			
27	OEM,SURGE SUPPRESSOR CRD;SS-1;MASS TECH	NOS			
28	OEM,MODBUS CNVRTR 220V;USV 1;USV PWR	NOS			
29	CNTCTR,AUX,415VAC;AC CNTCTR for 220V Ch	NOS			
30	CNTCTR,AUX,415VAC;AC CNTCTR for 48V CH	NOS			
31	CNTCTR,AUX,220VDC;DC CHARGER MASSTECH	NOS			
32	BRD,PCKT,CNTRL;TIMES DELAY CRD F/DC CNTR	NOS			
33	BRD,PCKT,CNTRL;RC PCB MASSTECH CHARGER	NOS			
34	BRD,PCKT,MESURNG; RA-RM PCB CHARGER	NOS			
35	CNTCTR,AUX,415VAC;230VAC BTRY CHARGER	NOS			
36	CNVRTR,50VDC;F/MODBUS 50V CHARGER	NOS			
37	FSTNR,M12LCK NUT AND BLT W/ SPRNG WSHR	SET			
38	FSE,SEMICNDCTR,20A	NOS			
39	CRD,FULL WAVE 50A MT-103;SEMICNDCTR CRD	NOS			
40	FSE,LNK;690VAC;2IN;SEMICNDCTR LNK 50A	NOS			
41	CNVRTR,MODBUS;RS485;50VDC	NOS			
42	CNTCTR,PWR,3;AC;32A;415VAC;2NO+2NC	NOS			
43	OEM,MAINS MONITORNG BRD 50V;USV PWR	NOS			
44	OEM,MAINS MONITORNG BRD 220V;USV PWR	NOS			
45	OEM,MU-1000C-(50V);MU1000C50V;MASS TECH	NOS			
46	OEM,AUTO/MNL SWITCH-(6AMP)4P;4P.A/M	NOS			
47	RLY,CNTRL,PLA;6A;2NO+2NC;220V DC	NOS			
48	APD,FILTER CNDNSR	NOS			
49	RLY,AC U/V O/V ;415VAC;1NO 1NC	NOS			
50	OEM,CTR-(220V);CTR-220;MASS TECH	NOS			
51	OEM,VTR-(220V);VTR-220;MASS TECH	NOS			
52	LMP,INDCN,LED;220VDC; 22.5MM;YELLOW	NOS			
53	LMP,INDCN,LED;220VDC;RED;MODEL:RCB7-IVL7	NOS			
54	LMP,INDCN,LED;220VDC;BLUE;CRCLR;ESBEE	NOS			
55	CNTCTR,LATCHING;48VDC	NOS			

56	LMP,INDCN,LED;48VDC;RED	NOS			
57	SW,3P;ON OFF CNTRL	NOS			
58	RESISTOR,DC CURR SHNT; FOR PCB	NOS			
59	RLY,220VDC;2NO;RLY 2C MPP 220VDC	NOS			
60	AMMTR,DC;0TO 75mVDC;0-100A	NOS			
61	VOLTMTR,DIGTL;0-440KV	NOS			
62	CNVRTR,SIGNAL,DC-DC;240V;12VDC	NOS			
63	RECTFR,SCR;ERA;H65TB12	NOS			
64	DIODE,RECTFR;MIC;HSISDR71	NOS			
65	DIODE,RECTFR;MIC;HSISDR71	NOS			
66	CRD,PWR SPPLY;CLC CRD MT 110,50V	NOS			
67	CNVRTR,SIGNAL,DC-DC;40-60VDC;2.5A	NOS			
68	CNVRTR,SIGNAL,DC-DC;40-60VDC;1.25A	NOS			
69	CNVRTR,SIGNAL,DC-DC;40-60VDC;12V DC 2.5A	NOS			
70	CNVRTR,SIGNAL,DC-DC;12VDC 1.5A	NOS			
71	VOLTMTR,DC;0-300V;V;DIGTL	NOS			
72	AMMTR,DC;0-100A;220VDC;96MM;0-10A	NOS			
73	CRD,PWR SPLY ANC CRD MT-103	NOS			
74	TSTR,ERTH LKGE,MILLIAMMTR DC;10-0-10A	NOS			
75	DIODE,RECTFR;1KW;220V;27A;1200PVI	NOS			
76	DIODE,RECTFR;50W;220V;46A;1600PIV	NOS			
77	CB,MOLDED CASE,MCCB;25A;220V;2	NOS			
78	CB,MOLDED CASE,MCCB ;60A;220V;2	NOS			
79	POT,DIGTL;10KOHM;3W	NOS			

**ANNEXURE – II**  
**LIST OF GRIDS ARE AS UNDER:**

SR.NO.	Name of Grid	Address of Grid
1	M.C.I.E	66 KV GRID STN MOHAN CO OPERATIVE IDUSTRAIL ESTATE, Badarpur , MATHURA ROAD,NEW DELHI-110044
2	Sarita Vihar	66 KV GRID STN M.BLOCK SARITA VIHAR,NEW DELHI-110076
3	Mathura Road	66 KV GRID STN POCKET-B,SARITA VIHAR,MATHURA ROAD,NEW DELHI-110076
4	Jasola	66 KV GRID STN JASOLA SPORTS COMPLEX JASOLA NEW DELHI-110025
5	Nizammudin	33 KV GRID STN NEAR PETROL PUMP NIZZAMUDDIN WEST NEW DELHI-110013
6	Defence colony	33 KV GRID STN NEAR D-BLOK DIFENCE COLONY NEW DELHI-110024
7	Exhibition -II	33 KV GRID STN NEAR GATE NO.1 PRAGATI MAIDAN NEW DELHI-110001
8	J.N.S	33 KV GRID STN JNS CGO COMPLEX LODHI ROAD NEW DELHI -110003
9	India Habitate Center	33 KV GRID STN IHC CGO COMPLEX LODHI ROAD NEW DELHI -110003
10	CBI Building	33 KV GRID STN CBI HEAD QUARTER CGO COMPLEX LODHI ROAD NEW DELHI-110003
11	East of Kailash	33 KV GRID STN EAST OF KAILASH NEAR ISCON TEMPLE NEW DELHI-110065
12	Kilokri	33 KV GRID STN JEEVAN NAGAR,NEAR JEEVAN HOSPITAL,NEW DELHI-110014
13	Lajpat Nagar	33 KV GRID STN BEHIND ALANKAR CINEMA,LAJPAT NAGAR-III,NEW DELHI-110024
14	Jamia	33 KV GRID STN,NEAR JAMIA MILIA ISLAMIA UNIVERSITY,NEW DELHI-110025
15	Sarai Jullena	33 KV GRID STN NEAR ESCORTS HOSPITAL SARAI JULENA VILLAGE,NEW DELHI-110025
16	Ridge Valley	66 KV SUB STATION, OPP. DHAAULA KUAN POLICE STATION, New Delhi-110010
17	Bijwasan	66 KV BSES SUBSTATION, IOC DEPOT,BIJWASAN,New Delhi-110061
18	Palam-33	33KV SUB STATION,BEHIND T1 TERMINAL PARKING,New Delhi-110045
19	Palam-66	66 KV SUB STATION, NEAR AEROCITY METRO STATION, New Delhi-110045
20	Aerocity	66 KV SUB STATION , UTILITY AREA, GMR, ,New Delhi-110037
21	J.N.U	66 KV SUB STATION,JNU NEW CAMPUS,BACKSIDE MUNIRKA ENCLAVE,,New Delhi-110067
22	I.I.T	33 KV SUBSTATION,IIT CAMPUS, HAUZ KHAS, ,New Delhi-110018
23	Adhchini	33 KV SUB STATION, ADCHINI VILLAGE, AUROBINDO MARG, ,New Delhi-110017
24	Ambience Mall	33 KV SUB STATION, Ambience Mall VASANT KUNJ , New Delhi-110070
25	R.K.Puram-1	33 KV SUB STATION,SECTOR-1,WEST BLOCK, RK PURAM,NEAR SEWA BHAWAN,New Delhi-110022
26	R.K.Puram-2	33 KV SUB STATION,SECTOR-1,WEST BLOCK, RK PURAM,NEAR SEWA BHAWAN,New Delhi-110022
27	Vasnat Vihar	33 KV SUB STATION, OPP. DDA SENIOR CITIZEN FLATS, VASANT ENCLAVE, New Delhi-110057
28	Bhikaji Cama Place	33 KV SUB STATION, NEAR AUGUST KRANTI BHAWAN,BHIKAJI CAMA PLACE COMPLEX,New Delhi-110066
29	N.D.S.E-2	33 KV SUB STATION, SOUTH EXTN. PART - II MARKET, New delhi-110049.
30	Vasant kunj -B	66 KV SUB STATION,NEAR KENDRIYA VIDYALAYA, B-5, VASANT KUNJ, New Delhi-110070
31	Vasant kunj -C	66 KV SUB STATION, VASANT KUNJ THANA, C BLOCK, VASANT KUNJ, New

	Block	Delhi-110070
32	Vasant kunj -D	66 KV SUB STATION, BLOCK D-7, VASANT KUNJ, New Delhi-110070
33	Andheria Bagh	33 KV SUB STATION, NEAR SECTOR-B1, VASANT KUNJ, New delhi-110034
34	C-Dot	66 KV SUB STATION, MANDI ROAD, SULTANPUR, New Delhi-110030
35	I.L.B.S.(Consumer Grid)	SECTOR-B1, VASANT KUNJ, New delhi-110070
36	VKJ Intitutional Area	66 KV SUB STATION ,VKJ Intitutional Area, New delhi-110070
37	D.C Saket	33 KV S/STN NEAR SAKET COURT COMPLEX NEW DELHI-110017
38	Malviya Nagar	66 KV S/STN MB ROAD NEAR SBI BANK SAKET NEW DELHI-110017
39	IGNOU	66 KV GRID IGNOU CAMPUS MAIDAN GARHI NEW DELHI-110068
40	Pushp Vihar	33 KV GRID S/STN BEHIND METRO ENCLAVE, PUSH VIHAR, NEW DELHI-110017
41	Select City Walk	33 KV GRID S/STN SELECT CITY WALK MALL,NEAR U/G PARKING GATE-B,NEW DELHI-110017
42	Siri Fort	33 KV GRID S/STN SHAHPUR JATT VILLAGE,NEW DELHI-110017
43	Shivalik	33 KV GRID S/STN NEAR DERC OFFICE,NEW DELHI-110017
44	Masjid Moth	33 KV GRID S/STN NEAR CHIRAG DELHI DTC BUS STAND New Delhi-110017
45	Hudco	33 KV GRID S/STN BUILDING HUDCO PLACE, ANDREWS GANJ,NEAR ANSAL PLAZA ,New Delhi-110049
46	Batra	66 KV GRID /STN TUGALAKABAD INSTITUTIONAL AREA,NEAR BATRA HOSPITAL,NEW DELHI-110080
47	Tuglakabad	33 KV GRID S/STN AIR FORCE MES COLONY,TUGALAKABAD New Delhi-110019
48	Balaji	33 KV S/STN BUILDING BALAJI ESTATE ,KALKAJI,NEW DELHI-110019
49	Alaknanda	33 KV GRID S/STN,CR PARK,NEAR CHANDRALOK CINEMA,KALKAJI,NEW DELHI-110019
50	Nehru Place	33 KV S/STN BSES BHAWAN,NEHRU PLACE,NEW DELHI-110019
51	Okhala Phase-I	66 KV GRID S/STN,NEAR ESI HOSPITAL,NEW DELHI-110020
52	Okhala Phase-II	33 KV GRID S/STN,NEAR DESU COLONY,OKHLA PHASE-2 INDUSTRIAL AREA,NEW DELHI-110020
53	V.S.N.L-2	33 KV GRID S/STN,VSNL OFFICE , NEAR SAVITRI CINEMA MASJID MOTH,NEW DELHI-110017
54	V.S.N.L	33 KV GRID S/STN,VSNL OFFICE , NEAR SAVITRI CINEMA MASJID MOTH,NEW DELHI-110017
55	NSIC	33 KV SUB STATION, NSIC okhla , New Delhi-110020
56	TCIL	33 KV SUB STATION, TCIL Bhawan GK Bolck E, New Delhi-110048
57	Mitha Pur	66 KV GIS SUB STATION, Mitha Pur , New Delhi-110044
58	Fatehpur Beri	66KV FATEHPUR BERI,CHATARPUR
59	Sangam Vihar	66KV SANGAM VIHAR 110062
60	South Asian university	66KV SAU GRID,SATBARI,GAUSALA ROAD,NEW DELHI-110068
61	NAT	33KV NAT GRID ANDHERIA MOD MEHARAULI NEAR CHHATARPUR
62	ITPO	ITPO PRAGATI MAIDAN 110001
63	Nangloi	66KV GRID ,JWALAPURI,IN FRONT OF DTC DEPOT NANGLOI
64	Nangloi water works	66 KV GRID, KAMRUDDIN NAGAR,DELHI JAL BOARD PLANT, NANGLOI
65	Mundka	66 KV GRID, MUNDKA WEST,NANGLOI
66	Madipur	33 KV GRID ,NEAR WATER TANK MADIPUR VILLAGE



67	Udyog nagar	33 KV GRID,UDYOG NAGAR,NAGLOI NEAR HONDA CITY SHOWROOM
68	Bodella 2	66 KV GRID ,BLOCK-H,VIKASPURI,OPP UJWAL APPT.NEAR MAMTA MODEL SCHOOL
69	Paschim Vihar	66 KV GRID, GH-5 & 7,LIG FLAT NEAR SYED NAGLOI VILLAGE,PASHIM VIHAR
70	Paschim Puri	33 KV GRID OUTER RING ROAD,OPP HERO HONDA SHOWROOM,PASCHIM PURI
71	Guru govind singh hospital	66 KV GRID ,GURU GOBIND SINGH HOSPITAL,RAGHUVVEER NAGAR
72	Hastal	66KV GRID ,KALIBASTI.HASTHAL(GUARD FROM BSES COLONY)
73	DJBNilothi	66KV GRID,INSIDE NILOTHI SEWAGE TREATMENT, NEAR KARAN VATIKA NANGLOI NAJAFGARH ROAD, NANGLOI
74	Muharjee park	33KV GRID ,MUKHERJEE PARK, BEHIND PACIFIC MALL TAGORE GARDEN
75	Choukhandi	33 KV GRID ,NEAR FRUIT & VEGETABLES MARKET,KESHOPUR
76	WWDC Vishal	33 KV GRID ,VISHAL,NEAR SHIVAJI COLLEGE VISHAL ENCLAVE RAJA GARDEN
77	DLF tower	33KV GRID,INSIDE DLF TOWER, NAJAFGARH ROAD , NEAR S.B. MILL GRID
78	S B Mill	33KV GRID , SBM-SWATANTA BHARAT MILL GRID
79	DLF capital gree	NEAR DLF TOWER, NAJAFGARH ROAD , NEAR S.B. MILL GRID
80	A-4 Paschim Vihar	33 KV GRID ,A-4 PASCHIM VIHAR,NEAR METRO STATION EAST & BHARTIYA VIDYA PEETH
81	Pacific mall	33 KV GRID , PACIFIC MALL TAGORE GARDEN
82	G-2	66KV GRID ,MAHAVIR ENCLAVE,NEAR DUSHRATHPURI STAND,NASIRPUR VILLAGE
83	G-5	66 KV GRID ,G-5 MATIYALA GRID SEC-3 DWARKA,OPPOSITE DPS SCHOOL DWRAKA
84	G15	66KV GRID NEAR METRO STATION SEC-12, DWARKA
85	G-6	66KV GRID NEAR PETROL PUMP,SEC-9, DWARKA
86	Jaffarpur	66KV GRID ,JAFERPUR,NEAR P.S JAFFERPUR
87	Mitroan	66KV GRID,KAIR ROAD,MITROAN BANI(FOREST PARK),MITROAN,NEWDELHI-43
88	G-1	66KV GIS GRID,SECTOR-14, DWARKA, NEAR SHAHEED BHAGAT SINGH APARTMENT, GATE NO. 1
89	Bodella1	66 KV GRID,OUTER RING ROAD,NEAR VIKAS KUNJ SOCIETY,VIKARPURI
90	Pankha road	66 KV GRID, C-1,BEIND MATA CHANANDEVI HOSPITAL
91	DC janakpuri	33 KV GRID,NEAR TRANSPORT AUTHORITY(WEST),JANAKPURI WEST
92	220 KV PPK-2	66 KV DWARKA SECTOR-16B,IN FRONT OF PRESIDIUM SCHOOL)
93	DJB NJF	66 KV GRID ,DELHI JAL BOARD,NAJAFGARH,OPPOSITE SAI BABA MANDIR
94	G-4	66 KV G-4,SECTOR 16-D,DWARKA
95	DMICDC-RSS 1	BSES 66KV GRID SUBSTATION,RSS-1 AND 2,IICC,SECTOR25 DWARKA,NEAR POCHANPUR VILLAGE,DELHI.
96	DMICDC-RSS 2	BSES 66KV GRID SUBSTATION,RSS-1 AND 2,IICC,SECTOR25 DWARKA,NEAR POCHANPUR VILLAGE,DELHI.
97	G-7	66 KV GRID ,SECTOR-8 DWARKA,OPPOSITE QUEENS VALLEY SCHOOL
98	Hari nagar	66KV GRID ,DISTT. OFFICE HARI NAGAR,NEAR DEEN DAYAL HOSPITAL
99	Bindapur	66 KV GRID ,DDA FLAT POCKET-3,BINDAPUR
100	Mayapuri	33 KV GRID ,DIV.OFFICE JANAKPURI,NEAR MAYA ENCLAVE
101	Metal forging	33 KV GRID METAL FORGING FACTORY,MAYAPURI
102	Sagarpur	66 KV GRID ,SAGARPUR,OPPOSITE DESU COLONY JANAKPURI
103	A-43 Mayapuri	33KV GIS GRID,A BLOCK NO.43 MAYAPURI.
104	AIIMS Masjid moth	33/11KV AIIMS MASJID MOTH GRID (AIIMS-2)



**BID FORM**

To

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

1 We understand that BRPL is desirous of carrying out ..... in it's licensed distribution network area in Delhi

2 If our Bid is accepted, we under take to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.

3 If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.

4 We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

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

(IN BLOCK CAPITALS) .....

**TERMS & CONDITIONS FOR REVERSE AUCTION**

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

Reverse auction shall be governed by following terms and conditions:

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

**APPENDIX-I**

**PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE  
(TO BE ISSUED ON RS 100/- STAMP PAPER)**

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

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

with its Registered/ Head Office at  
(here in after referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

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

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at  
(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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

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



BSES Rajdhani Power Limited

on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

Dated this Witness

day of 2022 at

1. For Bank

2. Signature Name Power of Attorney No:

Banker's Seal

**FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of\_\_\_\_\_ 2022\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

**Communication Details**

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

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

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

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