



BSES RAJDHANI POWER LIMITED

**NOTICE INVITING TENDER (NIT)**

**FOR**

**REQUEST FOR SELECTION OF AN AGENCY FOR DESIGN AND DEVELOPMENT OF AN ENTERPRISE-GRADE UNIFIED INTEGRATED PLATFORM FOR PLANNING, EXECUTION, MONITORING & ANALYTICS OF CAPEX SCHEMES (CONTROL TOWER) AT BRPL, NEW DELHI**

**NIT NO: CMC/BR/26-27/FK/PR/KG/1353 dtd 22.04.2026**

**Due Date for Submission: 12/05/2026 1500Hrs**

**BSES RAJDHANI POWER LTD (BRPL)**

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

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

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**VOLUME – I:**  
**INFORMATION TO BIDDER (ITB)**

**SECTION – I: REQUEST FOR SELECTION****1.00 EVENT INFORMATION**

- 1.01 BSES Rajdhani Power Ltd (hereinafter referred to as “BRPL”) invites sealed tenders in 02 envelopes for following scope of work:

**Table 01**

S. No.	Description	Estimated Cost (Rs)	EMD Amount (Rs)	Delivery At
1	Design And Development Of An Enterprise-Grade Unified Integrated Platform For Planning, Execution, Monitoring & Analytics Of Capex Schemes (Control Tower) At BRPL, New Delhi.	4.0 Cr	8.0 Lakhs	Delhi

The bidder must qualify the requirements as specified in clause 2.0 stated below.

- 1.02 The tender document can be downloaded from our website [www.bsesdelhi.com](http://www.bsesdelhi.com) by navigating to → **BSES RAJDHANI POWER LTD** → **Tender** → **Open Tenders** to view and participate in the tender.
- 1.03 **Tender Fee:** The bidder must compulsorily submit the non-refundable tender fee of ₹ 1,180/- either as a demand draft or via online transfer through IMPS, NEFT, or RTGS to cover the cost of bid documents. Bids submitted without the Tender fee will be rejected.
- 1.04 **Earnest Money Deposit (EMD)** as specified in Table 1, must be valid for 120 days from the bid submission due date. It should be submitted in the form of BG, FD, or online transfer of the required amount through IMPS, NEFT, or RTGS. Bids submitted without the EMD will be rejected.
- 1.05 **Time Schedule**

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BRPL Website	23.04.2026
2	Date & Time of Pre-Bid Meeting. Pre-Bid Meeting will be hosted online also. Link is shared below.	28.04.2026, 15:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	05.04.2026 up to 18:00 Hours
4	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	12.05.2026, 15:00 HRS
5	Date & Time of Opening of PART A – EMD and Technical Bid	12.05.2026, 16:00 HRS

**Pre-bid meeting Link:**

<https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m3a76177d105cc40b12fe4e781832262b>

**Tuesday, April 28, 2026 2:50 PM | 3 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi**

**Note:** In the event of the last date specified for submission of bids and the date of opening of bids is declared as a closed holiday for the BSES office, the last date of submission of bids and date of opening of bids will be the following working day at the appointed times.

1.06 BSES Rajdhani Power Ltd reserves the right to accept or reject any or all tenders without assigning any reason thereof in the event of the following:

- a) Tender is received after the due date and time.
- b) Tender fee of requisite value is not submitted.
- c) **Earnest Money Deposit (EMD)** as per Table no.1 is not deposited in shape of FD/Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- d) Financial Bid, as per the prescribed Price Schedule, is not submitted.
- e) The bid is incomplete in any respect.
- f) The required documents in support of the Qualification Requirements mentioned in Section 1, Clause 2.0 of this Tender Document are not furnished.
- g) Complete documents and details as per the Bid Index for Part-A (Technical Bid) at Appendix I – Annexure 1.01 & Appendix II – Annexure 2.06 are not enclosed.
- h) Filled in Schedule of Deviations as per Annexure is not submitted.

## 2.00 QUALIFICATION CRITERIA

### 2.01 TECHNICAL CRITERIA:

SI No.	Clause	Criteria	Documents to be submitted by Bidder
1	Nature of Entity	The Bidder shall be a company/ LLP/ partnership firm registered in India under the Companies Act and shall be primarily engaged in IT software development, systems integration, or digital platform services.	Certificate of Incorporation / Registration Certificate
2	Relevant Experience	<ol style="list-style-type: none"> <li>a. The bidder should be a globally reputed consulting and technology organization with proven experience in designing, implementing, and operating enterprise-scale Project Control Tower (PCT) platforms</li> <li>b. The Bidder shall have a minimum of 10 years of experience in design, development, and implementation of enterprise-grade project management/ monitoring platforms or ERP-integrated digital solutions.</li> <li>c. The bidder Should have executed at least 05 Capital Programs where PCT/Dashboard is being used OR at least 5 projects of similar nature in India each having value of INR 4 crores or more and for client having turnover Rs. 5000 Cr or more.</li> <li>d. Bidder shall furnish at least TWO performance certificates for successfully completed and commissioned project of similar nature (project management platform, control tower, PMIS, or equivalent) in a Power Utility/ PSU/</li> </ol>	<p>Work Order/ LOA copies/ Statutory Auditor certificate; Completion / Commissioning Certificates; Client Performance Certificates.</p> <p>Project case study (must include scope, scale, tech stack)</p>

		Government/ Large Infrastructure organization, with a satisfactory performance of 1 year minimum. e. The bidder must have a strong digital PMO / Control Tower governance capability, covering: Management-by-exception, SLA-driven escalation, stakeholder-specific dashboards and board and regulatory reporting. Experience in: Independent QA/QC, structured UAT, VAPT, and security testing and defect and change governance.	
3	SAP Integration Experience	The bidder must have demonstrable experience in any utility (Oil /Gas/Power)/EPC/Infrastructure, covering CAPEX lifecycle management, Integration with Utility Applications (including SAP/ERP).  The Bidder shall have demonstrated experience in integration with SAP ECC (version EHP 7 or above) and GIS (ESRI) using REST APIs. A minimum of two successfully deployed project with SAP integration shall be cited.	Client certificate confirming SAP integration/ technical write-up/ letter from SAP-certified partner.
4	Large Scale Project Capability	Scalable to ~3000 schemes annually with management-by-exception, prioritization, risk mitigation, and early-warning dashboards across projects, divisions, and departments, with ability to manage: Complex WBS structures, Cross-system integrations and Portfolio-level analytics.	<ul style="list-style-type: none"> <li>• Past project scale proof</li> <li>• Architecture diagram of similar deployments</li> <li>• Performance benchmarks</li> </ul>
5	O&M Support	Independent QA/QC governance, detailed test plans & procedures, regression with no major defects before UAT, security/penetration and recovery testing, followed by structured on-site support, professional & Train-the-Trainer programs, and formal handover/knowledge transfer.	<ul style="list-style-type: none"> <li>• Undertaking to be provided; SLA documents</li> <li>• Support model (L1/L2/L3)</li> <li>• Sample AMC contracts</li> </ul>
6	Governance Audit Trail Data Security & VAPT	Full audit trails and approvals, version control, data security (Encryption, input validation, endpoint security), pre-Go-Live third-party VAPT with mandatory closure of vulnerabilities, and reporting aligned to statutory/regulatory needs.  The Bidder shall confirm that a VAPT (Vulnerability Assessment & Penetration Testing) audit by a CERT-In empaneled agency will be conducted prior to Go-Live, at the Bidder's cost, in accordance with BRPL's security policy and applicable Indian IT laws (Information Technology Act, 2000 and amendments).	<ul style="list-style-type: none"> <li>• System audit design,</li> <li>• Workflow screenshots,</li> <li>• Compliance certifications (ISO 27001 etc.)</li> </ul> <p>Undertaking to conduct VAPT by a CERT-In empaneled agency. List of CERT-In empaneled agency to be furnished or committed in writing.</p>
7	Architecture Design	The bidder should possess technology advisory capabilities to: Design scalable, secure, modular architectures, Align with BRPL's cloud, security, and VAPT requirements and Support future AI/ML extensions	<ul style="list-style-type: none"> <li>• Solution architecture document,</li> <li>• Cloud/on-prem deployment model, Security architecture</li> </ul>
8	ISO/ Quality Certification	The Bidder must possess valid ISO 9001:2015 (or above) certification and / or ISO/IEC 27001:2013 certification (Information Security Management) from an accredited body.	Valid copy of ISO 9001:2015 and/or ISO/ IEC 27001 certificates.

9	Key Personnel	The Bidder shall deploy at least: (a) One PMP-certified Project Manager (20-year experience in Capital Program Management and running PMO) (b) One Senior Solution Architect with experience in similar platforms; (c) One Business Analyst with power sector / infrastructure domain knowledge. The team members should have minimum 5-10 years of similar experience. CVs of proposed key personnel shall be submitted.	CVs; PMP certificate; prior engagement references for each Key Personnel.
10	AI/ ML Capability	The Bidder or its technology partner shall demonstrate capability to deliver AI/ML-based analytics and predictive modelling features within the platform (alerts, risk flagging, schedule forecasting). Prior reference or PoC evidence shall be submitted.	Case study/ PoC demonstration note/ client reference for AI/ ML implementation.

## 2.02 COMMERCIAL CRITERIA:

SI No.	Clause	Criteria	Documents to be submitted by Bidder
11	Turnover	Bidder should have an Average Annual Sales Turnover of 1000 Cr or more in any one of the last three (03) Financial Years (i.e., FY 2023-24, 2024-25 & 2025-26) from consulting/ IT business in India. Bidder can furnish CA certified FY 25-26 provisional certificate.	CA Certificate along with UDIN clearly defining the Annual turnover for F.Y. 2023-24, 2024-25 & 2025-26.
12	Litigation	The Bidder shall submit an undertaking that "No Litigation" is pending with the BRPL or its Group/ Associates Companies as on date of bid opening.	Self-Undertaking
13	Blacklisting	An undertaking (self-certificate) that the bidder has not been blacklisted/ debarred by any central/state government institution/ Electricity utilities as on date of bid opening.	Self-Undertaking
14	Statutory Documents	The bidder must have valid PAN No., and GST Registration Number, in addition to other statutory compliances. The bidder must submit copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the laws/ rules etc. before the start of the supply/ work.	Relevant Statutory Documents Copy/ Self Undertaking

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

## 3.00 BIDDING AND AWARD PROCESS

Bidders are requested to submit their offer strictly in line with this tender document. Normally, the deviations to tender terms are not admissible and the bids with deviations are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still, in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the "Annexure - Schedule of Deviations" and the same shall be submitted as a part of the Technical Bid.



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### 3.01 BID SUBMISSION

#### BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:

BSES will carry out E-Procurement through its e-procurement portal (<https://srmprdportal.bsedelhi.com/irj/portal>).

Interested non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BRPL, please write a mail

To,

- 1) Mr Kunal Govil, E-mail: [kunal.govil@reliancegroupindia.com](mailto:kunal.govil@reliancegroupindia.com)
- 2) Mr Kumar Gaurav, E-mail: [kumar.ga.gaurav@reliancegroupindia.com](mailto:kumar.ga.gaurav@reliancegroupindia.com)

Existing Vendor Code with BRPL or its Group/Associates Companies (if available):

.....

- b) Trade Name: .....
- c) Address of Principal Place of Business: .....
- d) Contact Person's Name: .....
- e) Contact Person's Designation: .....
- f) Contact Person's Mobile No.: .....
- g) Contact Person's email ID: .....
- h) Also, attach a valid copy of the Power of Attorney in favour of the above-mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

The login ID details shall be sent through email to the email ID mentioned by you for the same.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi.

Bids submitted through any other form/ route shall not be admissible.

However, documents that require original submission, such as the Tender Fee (in the form of

DD), Earnest Money Deposit (EMD) (in the form of BG/FD/DD as applicable), samples (where applicable), and any other documents specified in the tender documents, must be delivered to the BRPL office at the address below on or before the bid submission deadline.

However, documents that require original submission, such as the Tender Fee (in the form of DD), Earnest Money Deposit (EMD) (in the form of BG/FD/DD as applicable), samples (where applicable), and any other documents specified in the tender documents, must be delivered to the BRPL office at the address below on or before the bid submission deadline

**Head of Department  
Contracts & Material Department  
BSES Rajdhani Power Ltd  
1<sup>st</sup> Floor, C Block  
BSES Bhawan, Nehru Place  
New Delhi 110019**

All envelopes shall be duly super scribed "Design and Development of An Enterprise-Grade Unified Integrated Platform for Planning, Execution, Monitoring & Analytics of Capex Schemes (Control Tower) at BRPL, NIT No. CMC/BR/26-27/FK/PR/KG/1353 dated 22.04.2026."

**3.02 OPENING OF BIDS**

**Part A (Techno-Commercial Bid):** Shall be opened online and shall be comprising of the following, do not contain any cost information whatsoever and shall be submitted within the due date:

S. No.	Descriptions	Type of Documents/Format
<b>A.1 Bid Details</b>		
1	<b>Bid Index for Part-A (Technical Bid)</b>	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	<b>Cover Letter, if any</b>	Standard Format
3	<b>Bid Form (Unpriced) Duly Signed</b>	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	<b>Tender Fee</b>	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	<b>EMD</b>	Online transfer of the requisite amount through IMPS/ NEFT/ RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	<b>Power-of-Attorney/ Authorization Letter</b>	In the standard stamp paper/ letter
<b>A.2 Technical Bid</b>		
7	<b>Communication Details of the Bidder</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	<b>Technical Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
10	<b>Schedule of Deviations – Technical</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08
<b>A.3 Commercial Bid</b>		
19	<b>Company Profile, Organization Chart &amp; Manpower Details.</b>	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	<b>Commercial Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.09
22	<b>Schedule of Deviations – Commercial</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.10
21	<b>Undertakings</b>	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.11
23	<b>Acceptance Form for Participation in Reverse Auction Event</b>	Duly signed Acceptance Form for Participation in Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.12

24	<b>Commercial Terms and Conditions</b>	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.06
25	<b>Un price Bid Duly Signed</b>	Item wise marked as "Quoted" & Duly Signed Un price Bid as per enclosed format at VOLUME – IV - FINANCIAL BID (PRICE FORMAT)
26	<b>Signed Tender document</b>	Original Tender documents duly stamped & signed on each page as a token of acceptance

**Part B (Financial Bid):** Shall be opened online only for Techno-Commercially qualified bidders. The date and time of opening Part B. The bid should be comprising of:

- Price strictly in the Format enclosed at VOLUME – IV - FINANCIAL BID (PRICE FORMAT) indicating Break up of basic price, taxes & duties, etc.
- The Bidder has to submit the item-wise price bifurcation in the bid. An unpriced copy must be attached with the Part A (Technical Bid).

### 3.03 REVERSE AUCTION CLAUSE

Purchaser reserves the right to use the reverse auction as an optional tool through SAP-SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction. **Reverse Auction shall be conducted on Lump Sum Basis.**

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.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

**NOTE: BIDS RECEIVED AFTER THE DUE DATE AND TIME MAY BE LIABLE FOR REJECTION.**

### 4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on the lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place a LOI/ Orders solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by the purchaser (and/or its affiliates) and your subsequent DEFAULT on your bid; you will be required to pay the purchaser (and/or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/ RFS.
- 4.03 In case any Bidder is found unsatisfactory during the completion of work, the award may be cancelled and BRPL reserves the right to award other Bidders who are found fit.
- 4.04 Contract Price/ Rate shall remain "**FIRM**" till the validity of the Contract.



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4.05 Quantity Variation: The purchaser reserves the right to vary the quantity based on the actual requirements.

**5.00 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 before participating. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder’s violation of any of the rules or obligations contained in the Terms & Conditions. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restrict a bidder to the length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the marketplace.
- Breach of the terms of the published in Request for Selection/ NIT.

**6.00 BIDDERS CONFIDENTIALITY**

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

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

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

**7.00 CONTACT INFORMATION**

Technical clarification, if any, as regards this RFS shall be sought in writing and sent by e-mail/ post/ courier to the following addresses. The same shall not be communicated through phone

Address	Name/ Designation	E-mail Address
<b>Technical</b>		
IT Dept. 3rd Floor Floor, A-Block, BRPL, BSES Bhawan, Nehru Place, New Delhi 110019	Saurabh Kumar GM – IT & AMI	<a href="mailto:saurabh.kumar@reliancegroupindia.com">saurabh.kumar@reliancegroupindia.com</a>
	Nitin Galande VP – IT	<a href="mailto:Nitin.galande@reliancegroupindia.com">Nitin.galande@reliancegroupindia.com</a>
<b>Commercial</b>		
CES Dept. 1st Floor, C & D-Block, BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019	Kunal Govil AM (C&M)	<a href="mailto:kunal.govil@reliancegroupindia.com">kunal.govil@reliancegroupindia.com</a>
	Kumar Gaurav GM (C&M)	<a href="mailto:kumar.ga.guarav@reliancegroupindia.com">kumar.ga.guarav@reliancegroupindia.com</a>
	Pankaj Goyal AsVP (Head- Procurement)	<a href="mailto:pankaj.goyal@reliancegroupindia.com">pankaj.goyal@reliancegroupindia.com</a>
	Fauzia Khalid SVP (HOD-C&M)	<a href="mailto:fauzia.khalid@reliancegroupindia.com">fauzia.khalid@reliancegroupindia.com</a>

## **PART A. GENERAL**

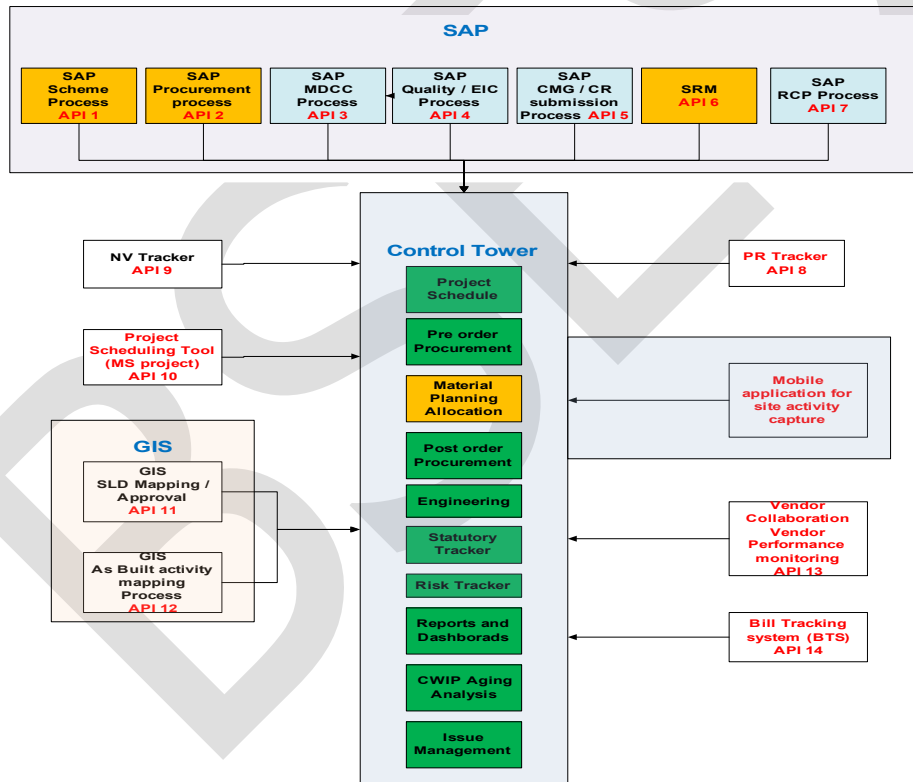
### **1.00 INTRODUCTION**

BSES Rajdhani Power Ltd, hereinafter referred to as "The Purchaser" is desirous of awarding work for "Design and Development Of An Enterprise-Grade Unified Integrated Platform For Planning, Execution, Monitoring & Analytics of Capex Schemes at BRPL (Control Tower)" to a single contractor.

### **2.00 SCOPE OF WORK**

The scope of work under this contract shall include the execution on End-to-End Basis, including but not limited to comprehensive understanding of the functional and operational requirements of all stakeholders, Data Acquisition, Designing & Integrating multiple Digital Platforms into a single enterprise grade Integrated Platform (Control Tower) for Planning, Execution, Monitoring Analytics of Capex Schemes at BRPL. For further details refer Volume-III Scope of Work for complete understanding of Scope of Work.

#### Control Tower and System Integrations



A Single Work Order shall be placed, which inter-alia includes the Scope of Work as mentioned/ required in Volume III of the RFS.

### **3.00 DISCLAIMER**

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/ Bidding Consortium should conduct its 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 interest.

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- 3.02 Neither Purchaser 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 Purchaser or its employees, or otherwise arising in any way from the selection process for the Project.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that the Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

#### **4.00 COST OF BIDDING**

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentation etc. and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **PART B. BIDDING DOCUMENTS**

#### **5.00 BIDDING DOCUMENTS**

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

#### **6.00 AMENDMENT OF BIDDING DOCUMENTS**

- 6.01 At any time before the deadline for submission of Bids, the Purchaser may for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on the website [www.bsesdelhi.com](http://www.bsesdelhi.com) and the same will be binding on them.
- 6.03 To afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum on the website [www.bsesdelhi.com](http://www.bsesdelhi.com)
- 6.04 Purchaser shall reserve the rights to the following:
- a) Extend the due date of submission,
  - b) Modify the tender document in part/whole,

c) Cancel the entire tender

6.05 **Bidders are requested to visit the website regularly for any modification/ clarification/ corrigendum/ addendum of the bid documents.**

## **PART C. PREPARATION OF BIDS**

### **7.00 LANGUAGE OF BID**

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

### **8.00 DOCUMENTS COMPRISING THE BID**

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

- Bid Form, Price & other Schedules (strictly as per format) and Technical Data Sheets completed in accordance with Technical Specification.
- All the Bids must be accompanied with the required EMD as mentioned in the Table No.1.
- Tender documents duly stamped and signed on each page by authorized signatory.

### **9.00 BID FORM**

9.01 The Bidder shall submit the Bid Form with the Bidding Documents.

### **10.00 EMD**

10.01 Pursuant to Clause 8.0(a) above, the bidder shall furnish, as part of its bid, an EMD amounting to as specified in Section I. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which will warrant forfeiture.

The EMD shall be denominated in any of the following forms:

- (a) Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi or
- (b) Fixed Deposit (lien marked in favour of BSES Rajdhani Power Limited) payable at Delhi.
- (c) Online transfer of requisite amount through IMPS/ NEFT/ RTGS to BRPL account mentioned herein in Appendix II – 2.02 BRPL BANK DETAILS WITH IFSC CODE.

EMD shall be valid for One Hundred Twenty (120) days after the due date of submission drawn in favour of BSES Rajdhani Power Ltd.

The EMD may be forfeited in the case of:

- (a) the Bidder withdraws its bid during the period of specified bid validity

**or**



BSES RAJDHANI POWER LIMITED

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

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, New Delhi  
A/c No.: 40214783615  
IFSC Code : SBIN0009601

### 11.00 BID PRICES

- 11.01 Bidders shall quote for the entire Scope of Work. The total Bid Price shall also cover all the Bidder's obligations mentioned in or reasonably to be inferred from the Bidding Document, all in accordance with the requirement of the Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each Item & Total Price.
- 11.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes or Levies paid or payable during the execution of Work, a breakup of price constituents, should be there (if applicable).
- 11.03 Prices quoted by the Bidder shall be "**Firm**" and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non-responsive and rejected.**

### 12.00 BID CURRENCIES

- 12.01 Prices shall be quoted in Indian Rupees Only.

### 13.00 PERIOD OF VALIDITY OF BIDS

- 13.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.
- 13.02 Notwithstanding Clause 13.01 above, the Purchaser 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 post/ courier.

### 14.00 ALTERNATIVE BIDS

- 14.01 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.

### 15.00 FORMAT AND SIGNING OF BID

- 15.01 The original Bid Form and accompanying documents, must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 15.02 The original 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. The Bid submitted on behalf of companies registered with the Indian Companies Act,



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for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact Legal Name of the Firm.

- 15.03 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 initiated by the person or persons signing the Bid.

#### **PART D. SUBMISSION OF BIDS**

##### **16.00 SEALING AND MARKING OF BIDS**

- 16.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

- 16.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BRPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — "Tender No. & Due date of opening".

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

##### **17.00 DEADLINE FOR SUBMISSION OF BIDS**

- 17.01 The Bid must be received by the Purchaser on or before the due date & time of submission.
- 17.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

##### **18.00 ONE BID PER BIDDER**

- 18.01 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.

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### **19.00 LATE BIDS**

19.01 No Bid will be received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 17.0.

### **20.00 MODIFICATIONS AND WITHDRAWAL OF BIDS**

20.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's due date & time of submission subject to any corrigendum/ addendum/ modifications in the tender documents uploaded to the website.

## **PART E. EVALUATION OF BID**

### **21.00 PROCESS TO BE CONFIDENTIAL**

21.01 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 Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

### **22.00 CLARIFICATION OF BIDS**

22.01 To assist in the examination, evaluation and comparison of Bids, the Purchaser 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.

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

23.01 Purchaser 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. Purchaser may ask for submission of original documents to verify the documents submitted in support of qualification criteria.

23.02 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.

23.03 Prior to the detailed evaluation, Purchaser 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.

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

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**24.00 EVALUATION AND COMPARISON OF BIDS**

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

24.02 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 will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will 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.

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

- (a) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from 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 the Bidding Documents shall be evaluated. **The Purchaser may make its own assessment of the cost of any deviation to ensure a fair comparison of Bids.**

24.04 Any price adjustments that result from the above procedures shall be added for comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

**PART F. AWARD OF CONTRACT****25.00 CONTACTING THE PURCHASER**

25.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

25.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

**26.00 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

26.01 Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the 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 Purchaser's action.

**27.00 AWARD OF CONTRACT**

27.01 The Purchaser will award the Contract to the successful Bidder whose Bid has been



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Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award the order to other bidders in the tender, provided it is required for the timely execution of the project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.

27.02 The Purchaser intends to issue Purchase/ Work Order which will includes the Scope of Work as mentioned/ required in the NIT as mentioned in Volume-III: Scope of Work.

### **28.00 THE PURCHASER'S RIGHT TO VARY QUANTITIES**

28.01 The Purchaser 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.

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

29.01 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 the issue of the letter of intent /Notification of Award by Purchaser.

### **30.00 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**

30.01 Within 15 days of the receipt of Letter of Intent/Notification of Award from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee towards faithful performance of Contract for an amount of 10% (Ten percent) of the Total Contract Price (including GST). The Performance Bond shall be valid up to contract completion plus 03 months claim period. Upon submission of the performance security, the EMD shall be released.

### **31.00 CORRUPT OR FRAUDULENT PRACTICES**

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

- (a) Defines, for this provision, the terms set forth below as follows:
  - (i) "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 contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for



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award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) Will declare a firm ineligible, either indefinitely or for a stated period, 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.

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

### **32.00 STATUTORY GUIDELINES & REGULATIONS**

32.01 The bidder shall make himself fully aware & familiarize himself with all applicable laws/ guidelines/ regulations.

### **33.00 SAFETY**

33.01 Safety related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <http://www.bsesdelhi.com>. All bidders shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

### **34.00 PRIORITY OF CONTRACT DOCUMENTS**

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

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

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

### **35.00 WORK SCHEDULE**

35.01 The Time schedule for Implementation would be Six (06) Months from date of LOI/ Order.



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**36.00 O&M Period**

36.01 The Bidders is required to provide O&M (post handing over) for a period of 01 years, starting from the last day, when the implementation is considered complete.

**37.00 CONTRACT QUALITY ASSURANCE:**

37.01 The Bidder shall include in proposal the Quality Assurance Program containing the overall quality management and procedures, which he proposes to follow in the performance of the Works during various phases of execution.



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**BID INDEX FOR PART-A (TECHNICAL BID)**

*(To be filled & submitted on Bidder Letter Head, Bidders document submission should have following main categories as outlined below and should have page numbers printed at the bottom of each page with this page as page number 1. The page number should be in "Page X of Y" format. Separator with document description shall be provided before each document)*

**NIT No.:****Bidder's Name:****Bidder's Bid Reference No. & Date:**

S. No.	Particulars	Bid Pdf Page No.	
		From	To
<b>A.1 Bid Details</b>			
1.	Bid Index for Part-A (Technical Bid) as per APPENDIX I ANNEXURE - 1.01		
2.	Cover Letter, If any		
3.	Bid Form (Unpriced) Duly Signed as per APPENDIX I ANNEXURE - 1.02		
4.	Tender Fee Details as per APPENDIX I ANNEXURE - 1.03		
5.	EMD Details as per APPENDIX I ANNEXURE - 1.04 & 1.05		
6.	Power-of-Authorney/ Authorization Letter		
<b>A.2 Technical Bid</b>			
7.	Communication Details of the Bidder as per APPENDIX I ANNEXURE - 1.06		
8.	Manufacturer Authorization Form (as applicable) as per APPENDIX I ANNEXURE - 1.07		
9.	Technical Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.08, 1.09, 1.10		
10.	Schedule of Technical Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.11		
<b>A.3 Commercial Bid</b>			
19.	Company Profile/Organogram/Organization Chart & Manpower Details		
20.	Commercial Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.14		
21.	Undertakings as per APPENDIX I ANNEXURE - 1.15		
22.	Schedule of Commercial Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.16		
23.	Acceptance form for participation in reverse auction event as per APPENDIX I ANNEXURE - 1.17		
24.	Acceptance of Commercial Terms and Conditions as per APPENDIX II ANNEXURE - 2.06		
25.	Un Price Bid Duly Signed (Volume - IV Financial Bid (Price Format))		
26.	NIT Document complete Signed & Stamped		

**BID FORM**

To

Head of Department  
 Contracts & Material Deptt.  
 BSES Rajdhani Power Ltd  
 BSES Bhawan, Nehru Place,  
 Delhi 110019

Sir,

1. We understand that BRPL is desirous of procuring.....  
for its licensed distribution network area in Delhi.
2. Having examined the Bidding Documents for the above-named works, we the undersigned, offer  
to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in the Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods as per the delivery schedule mentioned in Section IV from the date of award of the purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Laws for the supply/services of equipment/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, by the Laws and Jurisdiction of Contract.

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

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

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

(IN BLOCK CAPITALS) .....

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**TENDER FEE DETAILS**

- a. Amount (Rs.) **Only** : **1,180/- (One Thousand One Hundred Eighty Only)**
- b. Mode of Payment : DD or online transfer through IMPS/NEFT/RTGS (select any one)
- c. DD /UTR No. (As applicable) : .....
- d. Dated : .....
- e. Bidders Bank Account No. : .....
- f. Name of the Bank : .....
- g. Address of the Bank : .....
- h. IFSC Code of the Bank : .....

**EMD DETAILS**

- a. EMD Amount (Rs.) : .....
- b. Mode of Payment : BG/FD/ online transfer through IMPS/ NEFT/ RTGS (select any one)
- c. BG/FD/UTR No. (As applicable): .....
- d. Dated : .....
- e. BG valid up to : .....
- f. BG Claim period up to : .....
- g. Bidders Bank Account No. : .....
- h. Name of the Bank : .....
- i. Address of the Bank : .....
- j. IFSC Code of the Bank : .....

**(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*] (hereinafter called the "Bidder") has submitted its bid dated [*date of submission of bid*] for the supply of [*name and/or description of the goods*] (hereafter 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*] (hereinafter called the "Bank"), are bound unto BSES Rajdhani Power Ltd., with its Corporate Office at BSES Bhawan, Nehru Place, New Delhi -110019, (hereinafter called - the "Purchaser") in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

The conditions of this obligation are:

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

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

This guarantee will remain in force up to and including One Hundred Eighty (180) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

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**COMMUNICATION DETAILS OF THE BIDDER**

<b>S. No.</b>	<b>Designation</b>	<b>Name</b>	<b>Mobile No.</b>	<b>E-mail id</b>
1	CEO/ MD			
2	Sales/ Marketing Head			
3	Sales Representative/ Key Account Manager (KAM)			
4	Technical Head			
5	Post Order Execution In Charge			
6	Authorized contact person (Primary responsibility for the Bid)			
7	Authorized contact person (Secondary responsibility for the Bid)			

<b>QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA</b>				
<b>S No</b>	<b>Qualifying Criteria Description as per section 1 clause 2.00</b>	<b>Documentary Proof Description</b>	<b>Documentary Proof Enclosed on Bid Page No.</b>	
			<b>From</b>	<b>To</b>
1				
2				
3				
4				
5				

**SCHEDULE OF DEVIATIONS - TECHNICAL**

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BRPL's specifications:

**Technical Deviations: -**

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

**Note – Please enclose detailed GTP and drawings as per specification after the technical deviation sheet**

**Seal of the Bidder:**

**Signature:**

**Name:**

<b>QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA</b>				
<b>S No</b>	<b>Qualifying Criteria Description as per section 1 clause 2.00</b>	<b>Documentary Proof Description</b>	<b>Documentary Proof Enclosed on Bid Page No.</b>	
			<b>From</b>	<b>To</b>
1				
2				
3				
4				
5				

**SCHEDULE OF DEVIATIONS - COMMERCIAL**

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BRPL's specifications:

**Commercial Deviations: -**

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply with all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those mentioned above.

**Seal of the Bidder:****Signature:****Name:**

**UNDERTAKINGS**  
***(To be submitted on Bidders Letter Head)***

Date: .....

Tender No.: .....

To

Head of Department  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd  
BSES Bhawan, Nehru Place,  
Delhi 110019

Sir,

We *[name of bidder]*, ....., hereby undertake and confirm the following:

- *[name of bidder]* has "No Litigation" pending with the BRPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.
- All documents, certificates, and information submitted by us against this tender are genuine, true, and correct. Copies provided have been made from the original documents. In the event that any document, certificate, or information is found to be false, forged, or misleading, BRPL shall have the right, at its sole discretion, to take appropriate legal action, including forfeiture of EMD and disqualification from participation in future tenders of BRPL and its group companies, for an indefinite period or as decided by BRPL.

Yours Sincerely,

For .....

Authorized Signatory

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

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

(To be signed and stamped by the bidder)

BSES Rajdhani Power Ltd (hereinafter referred to as "**BRPL**") intends to use the reverse auction through the SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. BRPL shall provide the user ID and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
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, bid details, etc.
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. In case of bidding through internet medium, 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 glitches, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
6. In case of intranet medium, BRPL shall provide the infrastructure to bidders, further, BRPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders from submitting the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due to 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 outright rejected by BRPL.
8. The bidder shall be prepared with competitive price quotes on the day of the reverse auction event.
9. 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 Landed Cost basis at the BRPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids submitted by the bidders shall be proportionately reduced for each line item, based on the final all-inclusive prices determined at the conclusion of the auction event, to arrive at the final contract value.

Signature & seal of the Bidder

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**CODE OF CONDUCT FOR BIDDERS**

BSES expects Bidders including their personnel (employees or sub-contractors) to support, embrace and enact the following Code of Conduct (CoC), apart from complying with all national and international regulations and laws that are applicable at any given time. BSES encourages its Bidders to go beyond compliance and embrace the principles of sustainability. BSES will support training and capacity-building programmes undertaken by Bidders, which promote awareness on sustainability and responsible business practices. BSES shall incorporate regulatory compliance and ESG performance as key criteria based on requirements as stated in the Code during evaluation of the Bidders.

**A. Promote Environmental Sustainability**

All Bidders support a precautionary approach to environmental issues and undertake initiatives to promote better environmental responsibility. To this end, Bidders will

1. Reduce resource consumption and conserve natural resources:
  - 1.1. Conduct all operations, sourcing, manufacture, distribution of products and the supply of services with the aim of protecting and preserving the environment.
  - 1.2. Use natural resources rationally and work towards reducing resource consumption (water, energy, fuel, electricity, other materials etc.) and GHG emissions.
  - 1.3. Identify environmental risks and set up appropriate prevention measures.
2. Prevent pollution and reduce waste generation
  - 2.1. Maintain all required official permits, licenses and registrations.
  - 2.2. Prevent contamination, limit waste generation, and avoid or minimize adverse impact on the environment and biodiversity by facilitating reusing and recycling material.
  - 2.3. Clearly monitor the precautions to be taken during operations & maintenance in case of emission of heat, vibrations, radioactive rays, noise or similar.
  - 2.4. Use only those chemicals and aerosols with very low or zero ODP (Ozone Depletion Potential), which are allowed as per the regulatory provisions.
  - 2.5. Ensure that all the chemical and hazardous substances are accompanied by the manufacturer MSDS (Material Safety Data Sheet) during transport, storage, use and disposal, and that instructions mandated be strictly followed. No chemical and hazardous substance shall be received without a MSDS document. All the applicable regulatory guidelines shall be adhered strictly for the procurement, transport, storage, use and disposal of such harmful and hazardous chemicals.
  - 2.6. Provide written instructions about handling and/or disposal of equipment and product during the life cycle if special handling is required.

**B. Commitment to Human Rights, Labour and the Society**

Bidders shall support, respect and protect human and labour rights and make sure their organization/entity is not complicit in any kind of abuses and/or violations. In this regard, the Bidders must:

1. Fair working conditions
  - 1.1. Provide and maintain healthy and safe working conditions and welfare facilities for



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the employees in its establishment.

- 1.2. Ensure that that wages and benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements.
- 1.3. Provide all workers, both permanent and non-permanent, with employment documents that are freely agreed to and which respect their legal and contractual rights.

## 2. Health & Safety

Ensure that the activities of Bidders do not harm the health and safety of their own employees, Bidders and subcontractors, local communities/population, and finally the users of its products and services, which is in accordance with the BSES's Mission Zero Harm in Health and Safety.

## 3. Child Labour

- 3.1. No person below 18 years shall be employed or permitted to work in any occupation or process.
- 3.2. Zero tolerance for any kind of child labour in their establishments and supply chain.

## 4. Forced Labour

- 4.1. Under no circumstance shall Bidders use forced labour<sup>1</sup>, whether in form of compulsory or trafficked labour, indentured labour, bonded labour or other forms, through direct or indirect use of force and/or intimidation.
- 4.2. Any kind of slavery, mental and physical coercion, human trafficking and debt bondage in the supply chain shall not be tolerated.

## 5. Wages and Working hours

- 5.1. Ensure that all applicable regulations related to wages, overtime compensation and other legally mandated benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements. Minimum wages are applicable as per applicable in central Act and State rules.
- 5.2. Ensure that maximum working hours laid down and are adhered to.

## 6. Freedom of Association and Collective Bargaining

- 6.1. Recognize and respect the rights of workers to freedom of association and collective bargaining. Workers are not intimidated or harassed in the exercise of their right to join or refrain from joining any organization.
- 6.2. Ensure that all employees can communicate with the management regarding working conditions.

## 7. Non-Discrimination and Equal opportunity

- 7.1. Commit, within the scope of prevailing laws and statutes, to oppose all forms of discrimination<sup>2</sup>.
- 7.2. Maintain a work environment free from any form of discrimination and harassment.
- 7.3. Refrain from discrimination in hiring and employment practices on grounds of skin color, age, caste, gender, race, ethnicity, nationality, socio-economic background, physical or mental disability, religion, sexual orientation, marital status, pregnancy, dependents, political or religious opinion, ideology, union membership and personal

or social circumstances. Special attention must be paid to the rights of workers most vulnerable to discrimination.

8. Zero Tolerance towards Harassment

- 8.1. Treat all employees with respect and dignity and furthermore ensure that their own Bidders treat their employees in the same manner.
- 8.2. No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment<sup>3</sup>, or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.
- 8.3. No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

**C. Ethical Integrity and Legality**

Bidders shall demonstrate the highest standard of integrity, ethics, and business conduct.

1. Compliance with Applicable laws and regulations:

- 1.1. All activities must be carried out in compliance with the legislation that is applicable in the countries in which the Bidders operate.
- 1.2. All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/competition laws.
- 1.3. Avoid any conduct that could tarnish or damage the reputation of BSES.

2. Anti-Corruption & Anti Bribery

- 2.1. All forms of bribery and corruption are prohibited
- 2.2. Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.
- 2.3. Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.
- 2.4. No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anti- corruption laws and, directly or indirectly offering, promising, hiring or authorizing payments in cash or in kind to any BSES employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.

3. Conflict of Interest

- 3.1. All and any conflict of interest in any business dealings with BSES, of which the Bidders are aware, should be declared to BSES so that appropriate action can be taken.
- 3.2. Avoid a situation where there is a real or potential conflict of interest with BSES employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions. If avoidance is not possible, the Bidders should inform BSES of the situation so that appropriate action can be taken.

4. Insider Trading and Other Economic Crimes

- 4.1. Ensure that all business and commercial dealings are transparently performed and

accurately recorded in the books and records.

- 4.2. Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.
- 4.3. Avoid actual or attempted participation in economic offences, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.
- 4.4. Refrain from insider trading. No confidential information regarding BSES is used to either engage, facilitate or support insider trading in BSES's shares.
- 4.5. Take necessary measures to detect and prevent any illicit or suspicious forms of payment and inform and/or report through established channels if it has any suspicion or concern in this regard.

## 5. Gifts & Hospitality

- 5.1. Any business entertaining/hospitality with BSES should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way BSES's decisions on future business relationship.
- 5.2. Only gifts/honorarium of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.
- 5.3. Neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favors for the conduct of its business with BSES.
- 5.4. Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of BSES or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.

## 6. Competition, Confidentiality and Data Privacy

- 6.1. All market survey/other entities information must be obtained and used legitimately and in compliance with all applicable laws and regulations.
- 6.2. No attempt should be made to divulge to BSES any information about any other entity in violation of any law or agreement.
- 6.3. Likewise, BSES's confidential information must not be shared with any Bidder unless expressly permitted by BSES in writing by authorized signatory under the respective purchase order or agreement, as the case may be.

## 7. Transparency and Ethics

### 7.1 Fair competition

Avoid any action that may constitute an illegal practice of unfair competition and ensure compliance with applicable competition laws.

### 7.2 Corporate image and reputation

Bidders must NOT:

- Make false statements or provide any misleading information regarding its products/services.



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- Give the impression of representing or being the spokesperson of BSES while getting associated with any religious/political party or for activities in their personal capacity.
8. Protection of Intellectual Property and No Misuse or Improper use of BSES's assets/ property
- 8.1. Respect and protect all confidential information and intellectual property of BSES.
  - 8.2. Do not misuse and share assets of BSES and employ them only for the purpose of conducting the business for which they are duly authorized by BSES. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources and intangible assets such as intellectual property rights, processes, know how & technology, proprietary information, etc.
  - 8.3. Safeguard, secure, and protect BSES's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.
  - 8.4. Promptly report loss, theft or destruction of any intellectual property and data of the Company or that of any Bidder.
9. Financial Records and Accuracy in Books
- 9.1. Have accounting practices in place to ensure accuracy of its financial books and records.
  - 9.2. Ensure accurate accounting and proper reporting of information pertaining to the business and financial results in accordance with applicable Accounting Standards [Generally Accepted Accounting Principles (GAAP)].
  - 9.3. Ensure compliance to applicable laws and regulations with respect to accounting and taxation and timely discharge of tax liability.
10. Sanction Laws
- 10.1 Do not engage in any dealings or transactions with any person, or in any country or territory that are subject to global / regional sanctions as mentioned herein below in clause 10.2. BSES is vigilant of its Bidders who may be on a sanctions list or have a related company in a country subject to global/regional sanctions. In case of any concerns, the Bidder should immediately report to BSES.
  - 10.2 Do not be subject to or the target of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Government including without limitation by the World Bank or by the United Nations Security Council, the European Union, the United Kingdom including by Her Majesty's Treasury or the Department of Business, Innovation and Skills, a relevant regulatory authority or the Minister of Foreign Affairs of Canada under the Special Economic Measures Act or the United Nations Act or legislation or regulations with similar purpose or effect or any other relevant sanctions authority of any other country (collectively, 'Sanctions Laws') nor is the Company or any of its subsidiaries / affiliates located, organized or resident in a country or territory that is the subject of the target of Sanctions Laws
  - 10.3 Do not take any action which places or is likely to place BSES in violation of Sanctions Laws and/ or breaches affecting the reputation and/ or business interests of BSES
11. Responsible Sourcing

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Ensure that goods and materials are not sourced in a suspicious or illegal way and implement measures for sustainable procurement practices to ensure compliance with laws and regulations.

12. Quality of Product and Services

Products and services should meet the specifications, quality, safety and environmental criteria specified in the relevant contract documents and required by applicable laws

13. Corporate Citizenship

Bidders shall be committed to be good corporate citizens, not only in compliance with all relevant laws and regulations, but also by assisting and supporting initiatives to improve the quality of life of local communities/regions in which it operates. The activities may be, but not limited to, community health and family welfare, vocational training, education and literacy and employment.

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<sup>1</sup> 'Forced Labour' or 'Involuntary Labour' refers to all work or service that is extracted under the menace of penalty. It also includes terms such as, bonded labour and modern slavery. It also includes any labour for which the worker receives less than the government stipulated minimum wage.

<sup>2</sup> 'Discrimination' refers to unjust or prejudicial treatment of people, especially on the grounds of, but not limited to, caste, creed, gender, race, ethnicity, age, colour, religion, disability, socio-economic status or sexual orientation.

<sup>3</sup> Sustainability shall mean to devise a practice & procedure proactively to sustain resources of organisation and society at present levels with reasonable degradation. Sustainable procurement or sourcing is the process of making purchasing decisions that meet an organisation's needs for goods and services in a way that benefits not only the organisation but society, while minimising its impact on the environment. Organisation integrates the sustainability into business model as a resultant of ESG principles. This is achieved by ensuring that the working conditions of its Bidders' employees are decent, the products or services purchased are sustainable, where possible, and that socio- economic issues, such as inequality and poverty, are addressed.

**VOLUME – II**  
**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

The General Condition of Contract shall form a part of specifications, contract document.

**1. GENERAL INSTRUCTIONS & APPLICABILITY**

- 1.1. All Bids shall be prepared and submitted strictly in accordance with these instructions. The Bidder shall be solely responsible for all expenses incurred in the preparation and submission of the Bid. Under no circumstances shall the Purchaser be held liable for such costs, regardless of the outcome of the bidding process.
- 1.2. The Purchaser reserves the right to seek clarifications or additional information from any Bidder at any stage of the evaluation process. The Purchaser may, at its discretion, reject any Bid that is incomplete, non-responsive, or fails to meet the requirements stated in the Bid Documents. The decision of the Purchaser regarding the responsiveness or rejection of any Bid shall be final and binding, without any financial or other obligation on its part.
- 1.3. The Bidder shall be deemed to have carefully examined, read, and fully understood all instructions, terms, conditions, and technical requirements specified in the Tender Documents prior to submission of its Bid.

**2. DEFINITIONS AND INTERPRETATIONS**

- 2.1. COMPANY/ OWNER/ PURCHASER/ BUYER/ CUSTOMER shall mean BSES Rajdhani Power Limited (BRPL), a company incorporated under the Companies Act, 2013, having its registered office at BSES Bhawan, Nehru Place, Delhi – 110019. The expression shall include its authorized representatives, agents, successors, and permitted assigns.
- 2.2. BIDDER/ SELLER/ BIDDER/ VENDOR/ CONTRACTOR/ AGENCY/ MANUFACTURER shall mean the entity submitting a quotation or proposal in response to this bid enquiry issued by the Purchaser. The term Contractor refers to the successful Bidder(s) whose bid has been accepted by the Purchaser and on whom the Letter of Acceptance or Letter of Award is issued, and shall include the Contractor's heirs, legal representatives, successors, and permitted assigns, wherever applicable.
- 2.3. OFFER SHEET shall mean the Bidder's formal and firm offer submitted to BRPL in accordance with the specifications set forth in the Bid Documents.
- 2.4. CONTRACT PRICE/ RATE shall mean the price specified in the Letter of Intent, Letter of Award, Rate Contract, or Purchase Order, as applicable.
- 2.5. SITE shall mean the location(s) where the Works, Goods, or Services are to be delivered, installed, commissioned, or executed, as specified elsewhere in the Tender Documents.
- 2.6. STORE shall mean the designated area or location where goods and materials are stored, or as otherwise defined in the Contract.

- 2.7. ENGINEER-IN-CHARGE shall mean the Company's authorized or nominated representative responsible for supervising and administering the execution of the Works under the Contract.
- 2.8. APPLICABLE LAW shall mean the Constitution of India and all laws, rules, regulations, directives, notifications, codes, orders, or instructions having the force of law as issued by any competent legislative or governmental authority, including but not limited to laws relating to taxes, duties, assessments, expropriation, and compulsory acquisition, as amended from time to time. Any resulting implications shall constitute a Change in Law or Change in Permits, as applicable.
- 2.9. OTHER CLEARANCES shall mean all consents, approvals, permits, or authorizations required to be obtained from governmental or local authorities necessary for commencing or completing the work.
- 2.10. DEFECT LIABILITY PERIOD shall mean the period during which the Contractor shall remain responsible for the repair or replacement of any defective part of the Works executed under the Contract, at no additional cost to the Purchaser.
- 2.11. TENDER SPECIFICATION shall mean the technical and commercial requirements, Indian Standard specifications, and description of works detailed in the Tender Documents, including all documents and references expressly or implicitly forming part of the Tender.
- 2.12. SPECIFICATIONS shall collectively mean all stipulations contained in the RFS, Commercial Terms and Conditions, Instructions to Bidders, Technical Specifications, and any Amendments, Revisions, Deletions, or Additions issued by the Purchaser from time to time.
- 2.13. CODES AND STANDARDS shall mean all applicable codes and standards referred to or implied in the Specifications.
- 2.14. CHANGE OF WORK shall mean any addition, deletion, suspension, or modification to the scope, quality, functionality, or requirements of the Work as defined in the Contract, resulting in a corresponding change to the Technical Specifications and/or completion schedule.
- 2.15. GOOD INDUSTRY PRACTICE shall mean the level of skill, care, diligence, prudence, and foresight reasonably expected from a competent and experienced service provider engaged in similar activities under similar circumstances, in compliance with prevailing laws, regulations, and industry standards.
- 2.16. CONTRACT shall mean the agreement formed by the Letter of Award or Acceptance, Purchase Order or Work Order, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), the Tender and its Annexures, and all addenda, corrigenda, and clarifications issued by the Purchaser.
- 2.17. EFFECTIVE DATE OF CONTRACT shall mean the date of issuance or award of the Contract, which shall also be deemed the Contract Commencement Date.
- 2.18. CONTRACT PERIOD shall mean the total duration agreed upon between the Contractor and Purchaser for execution of the Contract, inclusive of any extended

contract period for reason beyond the control of the Contractor and/or Purchaser due to force majeure.

2.19. CONTRACT COMMENCEMENT DATE shall mean the date of issuance or award of the Contract, which shall be deemed the Effective Date of Contract.

2.20. CONTRACT COMPLETION DATE shall mean the date marking the expiry of the Guarantee or Defect Liability Period, which shall be deemed the Contract Completion Date.

2.21. ACCEPTANCE shall mean and deemed to include one or more of the following as will be stipulated in the specification:

2.21.1. Written approval by the Purchaser's Inspector authorizing dispatch of material from the Bidder's works.

2.21.2. Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance note.

2.21.3. In case of supply and installation contracts, acceptance shall mean issuance of the Equipment/Material Takeover Receipt after successful installation, commissioning, and final acceptance.

### 3. CONTRACT DOCUMENTS PRIORITY & FORMATION

3.1. The documents forming the Contract shall be read as mutually explanatory. In case of any ambiguity or discrepancy, the same shall be clarified and resolved by the Purchaser, whose interpretation shall be final. Unless otherwise provided, the order of precedence of Contract documents shall be as follows:

3.1.1. Contract Agreement/ Purchase Order/ Work Order

3.1.2. Letter of Acceptance/ Letter of Intent/ Letter of Award

3.1.3. Agreed Minutes of the Tender Negotiation Meetings

3.1.4. Agreed Minutes of the Tender Technical Meetings

3.1.5. Priced Bill of Quantities

3.1.6. Technical Specifications, Drawings, and Scope of Work

3.1.7. Tender Document including all Appendices, Addenda, and Corrigenda (latest revisions to take precedence)

3.1.8. Applicable Codes and Standards

3.2. In the event of any inconsistency, the interpretation most consistent with achieving the Project's technical, legal, and statutory objectives shall prevail. No oral communication or instruction shall supersede the written Contract documents.

### 4. GOVERNING LAWS & DISPUTE RESOLUTION

4.1. The Contract shall be governed by and interpreted in accordance with the laws of India.

4.2. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall first be sought to be resolved amicably through mutual consultation between the Parties.

4.3. In the event that an amicable resolution is not achieved within a reasonable period, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2023. The Arbitral Tribunal shall consist of three (3) arbitrators —

one to be appointed by each Party, and the third, who shall act as the presiding arbitrator, to be jointly appointed by the two arbitrators so nominated.

4.4. The seat and venue of arbitration shall be New Delhi, India, and the language of proceedings shall be English. The arbitral award rendered by the Tribunal shall be final and binding upon both Parties.

## 5. CHANGE IN LAW

5.1. Change in Law shall mean the occurrence of any of the following events after the Effective Date of the Contract:

5.1.1. The enactment or coming into force of any new Applicable Law.

5.1.2. Any amendment, modification, alteration, or repeal of an existing Applicable Law, or the issuance of any new or revised directive, regulation, or order thereunder.

5.1.3. Any change or variation in the rate, nature, or applicability of taxes, duties, levies, or charges payable in connection with this Contract.

5.2. In the event of any Change in Law, the impacted Party shall promptly notify the other Party in writing with relevant details.

5.3. If such Change in Law results in any increase or decrease in the cost, expense, or liability of the Bidder in performing its obligations under the Contract, an equitable adjustment shall be made to the Contract Price and/or the Schedule of Completion as mutually agreed between the Parties.

5.4. The Parties agree to negotiate in good faith to reasonably compensate or adjust obligations affected by such Change in Law to ensure the fair performance of the Contract.

## 6. LANGUAGE, MEASUREMENT & PRECEDENCE

6.1. The Contract issued by the Company to the Contractor, along with all related correspondence, documents, instructions, and communications, shall be prepared and maintained in the English language. In case of any translation of Contract documents, the English text shall prevail and govern in the event of any conflict or ambiguity.

6.2. All dimensions, units, quantities, and measurements shall be expressed and interpreted strictly in accordance with the Metric System (International System of Units - SI). Any deviation or alternative units must be clearly specified and mutually agreed upon in writing.

## 7. SCOPE OF WORK & RESPONSIBILITIES

7.1. The detailed scope of work for the successful completion, testing, commissioning, training and handover of the awarded work shall be as set forth in the NIT. The Bidder shall quote against the Bill of Quantities listed in **Volume IV of this RFS**. Any materials or services not specifically mentioned in the BOQ but required for successful commissioning shall be deemed included within the Bidder's scope.

## 8. SPECIFICATIONS, CODES & STANDARDS

- 8.1. The Bidder shall follow all codes and standards referred in the Contract Document. Codes and standards not specifically mentioned in the Contract Document may be followed by the Bidder with the prior written approval of BRPL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.
- 8.2. Product manufacturer or brand names cited in the Contract Documents serve solely to define the required type and quality of products. The Bidder shall not substitute or alter the specified brands or product qualities without the express prior written consent of BRPL. All products and equipment must be used or installed in full compliance with the original manufacturer's guidelines unless otherwise instructed by BRPL.
- 8.3. In all cases, the Bidder must comply with relevant codes, standards, and requirements prescribed by any applicable government agencies.
- 8.4. In the absence of specific BSES standards, the Bidder shall follow the relevant Indian Standards (IS) or International Electrotechnical Commission (IEC) standards as applicable.

## 9. ETHICS, INTEGRITY & CODE OF CONDUCT

- 9.1. The Contractor shall fully comply with all anti-bribery, anti-corruption, conflict of interest, gifts and gratuities, and integrity policies issued or communicated by the Purchaser. For Contracts exceeding specified thresholds, the Contractor shall be required to execute an Integrity Pact as per the Purchaser's guidelines.
- 9.2. Any breach of these ethics and integrity obligations by the Contractor may lead to disciplinary actions including, but not limited to, termination of the Contract, forfeiture of performance security deposits, recovery of losses incurred by the Purchaser, debarment from future procurement opportunities, and reporting to relevant regulatory or enforcement authorities.

## 10. DATA & CYBERSECURITY

- 10.1. For any scope involving software, firmware, or networking components, the Contractor shall:
  - 10.1.1. Provide comprehensive cyber hardening guidelines;
  - 10.1.2. Maintain a vulnerability disclosure window of **Twelve (12)** months following delivery;
  - 10.1.3. Deliver timely security patches and firmware updates as they become available;
  - 10.1.4. Supply a software bill of materials (SBOM) listing all software components included;
  - 10.1.5. Ensure no hard-coded credentials exist in delivered software or devices.
  - 10.1.6. Any connection to the Purchaser's network must be authorized in writing prior to implementation.
- 10.2. The Contractor shall handle any personal data processed in relation to this Contract in full compliance with applicable data protection laws. Appropriate technical and organizational security measures must be implemented, and the Contractor must

promptly notify the Purchaser of any data breaches or security incidents impacting Purchaser data.

**11. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP**

11.1. All customisations, developments, configurations, source code, and deliverables exclusively created for BRPL under this Contract shall vest as the sole property of BRPL upon payment. The Contractor shall not reuse, replicate, commercialise, or deploy any BRPL-specific intellectual property for any other client or purpose. A Non-Disclosure Agreement (NDA) shall be executed between BRPL and the Contractor prior to commencement of work. This clause shall survive termination of the Contract.

**12. ERRORS, OMISSIONS & DISCREPANCIES**

12.1. The Contractor shall be solely responsible for all discrepancies, errors, and omissions found in the drawings, documents, or any other information submitted by it, regardless of whether such submissions have been approved, reviewed, or accepted by BRPL. Notwithstanding the foregoing, any design or drawing errors directly resulting from inaccurate or incomplete data or written instructions furnished by BRPL shall not be attributed to the Contractor.

**13. QUANTITY VARIATIONS, EXTRA ITEMS/WORKS**

13.1. The Contractor shall execute and complete the Work fully in accordance with the Contract and under the directions and satisfaction of the Engineer-in-Charge (EIC).

13.2. The EIC may issue, at their discretion, further drawings, written instructions, details, directions, and explanations (hereinafter referred to as "EIC's Instructions"), relating to:

- 13.2.1. Variation or modification in design, quality, specifications, quantity; omission or substitution of any work.
- 13.2.2. Timing or sequencing of work.
- 13.2.3. Discrepancies between drawings, Bill of Quantities, and/or specifications.
- 13.2.4. Removal and substitution of any materials, equipment, or resources brought to site by the Contractor.
- 13.2.5. Execution of additional work deemed necessary for completion.
- 13.2.6. Removal and/or re-execution of any work executed.
- 13.2.7. Substitution of any personnel employed on site.
- 13.2.8. Rectification of defects under the "Defects Liability" clause.
- 13.2.9. Opening for inspection of any covered work.
- 13.2.10. Changes in lines, levels, positions, or dimensions of any part of the Work.

13.3. The Contractor shall comply promptly with all EIC's Instructions. Verbal instructions involving variations must be confirmed in writing by the Contractor within seven (7) days and approved in writing by the EIC.

13.4. If the EIC's Instructions require work beyond the Contract scope and are not due to Contractor's breach, the EIC shall compensate the Contractor for such work as extra, valued as provided herein.

13.5. Variations shall not invalidate or vitiate the Contract. The value of all variations shall be considered in the final certification.



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- 13.6. No variation shall be undertaken without written instructions from the EIC, except for quantity variations resulting naturally from site conditions. Verbal instructions must be confirmed in writing by the EIC within thirty (30) days of Contractor's written confirmation.
- 13.7. Extra or additional work instructed by the EIC shall be valued at Contract rates. Absent applicable rates, pricing shall be agreed based on:
  - 13.7.1. Quoted rates for similar tender items.
  - 13.7.2. If unavailable, calculation based on:
    - 13.7.2.1. Direct labour costs plus indirect charges, based on related BIS codes and standard consumption factors or as accepted by EIC.
    - 13.7.2.2. Material cost inclusive of taxes, duties, and delivery to site with invoice proof.
    - 13.7.2.3. Plant and equipment hire and operational charges per standard norms or as accepted by EIC.
    - 13.7.2.4. Overheads and profit payable to Contractor.
- 13.8. If work is incomplete or non-compliant with specifications, the EIC may approve payment at reduced rates considered reasonable.
- 13.9. Contractor shall submit detailed rate analyses and supporting documents when requested. EIC's valuation of claims shall be final and binding.
- 13.10. Rates in the BOQ shall remain firm regardless of variations in quantities or total Contract sum.

#### **14. Quality Assurance, Inspection, Testing and Test Certificates**

- 14.1. The Contractor shall procure all equipment solely from authentic sources approved by the Company and as per Company specifications.
- 14.2. The Contractor shall prepare a detailed Quality Assurance Plan (QAP) and test procedures identifying associated quality checks.
- 14.3. The Purchaser's waiver of any quality assurance activity at any stage shall not exempt the Contractor from fulfilling all Contract requirements, codes, and referenced standards, nor preclude the Purchaser from subsequently rejecting non-conforming materials or work.

#### **15. PRICES/RATES/TAXES**

- 15.1. Price basis for supply of materials & services:
  - 15.1.1. The contract price/rates finalized for this contract shall be firm for the entire duration of the contract and are not subject to any variation and escalation for any reason whatsoever.
  - 15.1.2. GST is included in the total contract price. GST payments will be processed only upon submission of the Contractor's valid GST registration and a self-declaration on the Contractor's letterhead confirming GST compliance and deposit as per applicable laws. The Contractor must provide their GST registration number.



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15.1.3. Income Tax (IT) at applicable rates will be deducted from Contractor invoices as Tax Deduction at Source (TDS).

## 16. Taxes & Duties

- 16.1. All taxes, duties, turnover tax, labour cess, etc. (except GST) levied by State or Central Governments or local bodies shall be borne by the Contractor. Any new taxes and duties levied by the government during the term of this Agreement shall be borne by BRPL. Income tax and TDS will be deducted at source from the Contractor's invoices as applicable. The Contractor must furnish their GST registration number.
- 16.2. GST on actuals will be paid upon submission of GST registration and a self-declaration on the Contractor's letterhead confirming that the tax has been or will be deposited as per applicable tax laws.
- 16.3. As per Notification No. 39/2021 # Central Tax dated 21st December 2021, effective from 01/01/2022, a registered person (i.e., Recipient/Purchaser) can claim input tax credit only for invoices reflected in GSTR2A or GSTR2B (which requires 100% matching of invoices). Bidders must deposit GST by filing GSTR-1 and GSTR-3B.
- 16.4. If the Bidder/Contractor fails to comply and the Recipient/Purchaser cannot avail input tax credit due to non-filing or non-compliance of GSTR-1 and GSTR-3B for the month/quarter of supply, the Recipient/Purchaser reserves the right to withhold 100% of the GST amount from subsequent payments until the default is rectified.
- 16.5. To release withheld payments under the GST Act, the Bidder/Contractor must submit proof of payment via GST Portal screenshots reflecting the Recipient/Purchaser's name, along with the relevant GSTR-1 and GSTR-3B filings for the applicable period. Payments will not be released until such proof is provided.
- 16.6. Furthermore, the Recipient/Purchaser reserves the right to recover any financial loss incurred (including tax, interest, penalties, and loss of input credit) due to the Bidder/Contractor's non-compliance or non-filing of GSTR-1 and GSTR-3B.
- 16.7. BRPL Tax Details:
  - 16.7.1. GSTIN: 07AAGCS3187H2Z3
  - 16.7.2. PAN No.: AAGCS3187H

## 17. VARIATION IN TAXES, DUTIES & LEVIES

- 17.1. The total order value shall be adjusted for any variations in statutory levies imposed by competent authorities through fresh notifications issued within the stipulated delivery period. In the event of any reduction in taxes, duties, or levies, such benefits shall be passed on to the Buyer.
- 17.2. No other taxes, duties, or levies beyond those specified above shall be payable by the Buyer, except for new levies, taxes, or duties imposed by competent authorities via fresh notifications after the issuance of the purchase order but within the stipulated delivery period.

- 17.3. Any changes in taxes, duties, or levies shall only apply to the portion of the purchase order remaining unexecuted on the date of such notification. Changes occurring after the scheduled delivery date shall not affect the terms or value of the purchase order.
- 17.4. The purchase order value shall remain unaffected by any variations in exchange rates.

## 18. TAX INDEMNITY CLAUSE

- 18.1. The Contractor (including its affiliates in India or overseas, agents, third-party contractors, or any other persons appointed by such affiliates for this Agreement) shall bear sole responsibility for compliance with and payment of all taxes—direct or indirect—including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, cesses, interest, penalties, or any other tax/duty/amount/charge/liability arising under laws or regulations applicable in India or overseas, or from demands or recoveries initiated by any revenue authority.
- 18.2. If any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties, or other charges become payable by the Purchaser due to the Contractor's or its affiliates' failure to comply with relevant laws or regulations, the Contractor undertakes to indemnify the Purchaser for such amounts.
- 18.3. Furthermore, the Contractor agrees to indemnify and keep indemnified the Purchaser against all actions, proceedings, claims, losses, damages, costs, and expenses directly or indirectly arising from any failure by the Contractor or its affiliates to comply with applicable legal obligations.
- 18.4. The parties agree to the following procedure in the event the Purchaser receives any demand or notice relating to non-compliance by the Contractor or its affiliates with tax laws:
- 18.4.1. The Purchaser shall notify the Contractor in writing within five (5) common working days of receipt of such communication, or as soon as reasonably possible if the response time is shorter.
- 18.4.2. Upon receipt of notification, the Contractor shall either accept the demand and reimburse the Purchaser within five (5) working days of payment or propose disputing the demand.
- 18.4.3. If the Contractor opts to dispute the demand and the Purchaser agrees, the Purchaser will contest the demand following due legal process, refraining from paying the tax demand during litigation. The Contractor shall reimburse all litigation costs incurred, including counsel fees and filing charges. Should any coercive recovery measures be initiated, the Purchaser may pay the sum and recover it from the Contractor within five (5) working days.
- 18.4.4. If the demand is finally determined by a tribunal or authority and payment was made by the Purchaser, the Contractor shall reimburse the amount within ten (10) days of payment. Conversely, if no amount is payable and a refund arises, the Purchaser shall pass the refund to the Contractor within ten (10) days of receipt.

**19. INVOICING INSTRUCTIONS**

- 19.1. Invoices shall be prepared in triplicate — (1) Original for the recipient, (2) Duplicate for the transporter, and (3) Triplicate for the Bidder — and delivered to: BSES RAJDHANI POWER LIMITED, BSES BHAWAN, NEHRU PLACE, NEW DELHI - 110019. Material Dispatch Clearance Certificates (MDCC) will be issued separately for Capex and Opex, and Bidders must submit invoices accordingly.
- 19.2. The Contractor shall obtain GST registration in the state from which the supply is made. Bidders must possess a valid GST registration number and issue GST tax invoices and supporting documents compliant with the SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and applicable rules. Failure to submit GST-compliant invoices shall render the tax amounts (SGST, CGST, IGST, UTGST, GST Compensation Cess) subject to withholding during payment.
- 19.3. Invoices must be issued in the name of BSES RAJDHANI POWER LIMITED, with the store/site address as specified in the MDCC. Invoices should comply with all GST Invoice, Debit Note, and Credit Note requirements, including Bidder details, GSTIN, HSN codes, item details, tax rates, etc., as outlined in government regulations and the GST INV-01 invoice template.
- 19.4. The Contractor must charge appropriate CGST, SGST, UGST, IGST, and GST Compensation Cess as applicable.
- 19.5. Timely Issuance of Invoices/Debit/Credit Notes:
- 19.5.1. Contractors shall provide invoices and debit/credit notes promptly to allow the Purchaser to claim input tax credit within prescribed deadlines per GST laws. Adjustments (credit notes, purchase returns, debit notes) must be processed within legally mandated timeframes.
- 19.5.2. In case of advance payments, the Contractor agrees to raise a tax invoice. Upon receipt of advance, the Purchaser will issue a payment voucher as per applicable GST rules. Four copies of invoices are required, including the Electronic Reference Number if mandated by law. Persons in charge of conveyance must carry required documents and devices.
- 19.6. Transit Documents and E Way Bills: Where applicable, the Contractor is responsible for issuing transit documents/E Way Bills for goods movement. Logistic partners or transporters shall not be liable for losses or confiscation due to improper documentation or misdeclaration. The Bidder must comply with all E-way bill regulations. Violations may attract penalties and seizure of goods. The Bidder shall bear all penalties and pre-deposits and is responsible for obtaining release of goods from authorities like CGST/SGST. Delays due to seizure shall attract liquidated damages as per contract.
- 19.7. All Contractors/Service Providers must include the following minimum details in invoices submitted:
- 19.7.1. Invoice/Credit Note number and date
- 19.7.2. Contractor/service provider address and GSTN
- 19.7.3. Customer name and address as per GST registration and GST registration number
- 19.7.4. 'Shipped to' and 'Billed to' addresses
- 19.7.5. Place of supply/ service



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- 19.7.6. Description of goods/services with units of measurement
- 19.7.7. HSN/SAC codes
- 19.7.8. Taxable value (gross and discount detailed separately if applicable)
- 19.7.9. Tax rate and amount for CGST, SGST, and IGST separately
- 19.7.10. Contractor's signature (for e-invoices, a physical signature is not required)
- 19.7.11. Indication of reverse charge applicability

## **20. BILL SUBMISSION PROCEDURE**

- 20.1. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence. The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.
- 20.2. All bills must be uploaded to BRPL portal (BTS - Bill Tracking System) for certification by the Engineer In-Charge or Package Engineer.
- 20.3. Further the contractor shall also submit original bill (hard copy) along with supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi - 110019.
- 20.4. Each bill shall be complete in all respects, including compliance with ESI, HR, Quality, HSE, Stores, and Finance requirements. The site follows an established procedure for bill processing. Incomplete bills or invoices will not be processed for payment.

## **21. POWER TO WITHHOLD PAYMENT**

- 21.1. The Employer reserves the right to withhold payment of Running Account (RA) bills, in whole or in part, for reasons including but not limited to non-compliance with major contract terms such as quality and progress of work, at the sole discretion of the Engineer In-Charge.
- 21.2. Such withholding of payment does not absolve the Contractor from the obligation to execute work diligently and promptly, nor does it entitle the Contractor to claim interest, anticipated profits, or losses on the withheld amounts.
- 21.3. All pending compliances must be fulfilled by the Contractor before submission of the next RA bill for the withheld amount to be released. If compliances are not completed before the next RA bill, the hold amount will be released once the Contractor meets the Employer's satisfaction.
- 21.4. If work is not performed strictly in accordance with the contract, or if any claim (just or unjust, including claims for wrongful death or property injury) arises against the Employer related to the Contractor's work, the Employer shall have the right to withhold payments, final or otherwise, to an extent deemed adequate to secure against delays, losses, or claims.
- 21.5. In cases where the Employer chooses not to require correction of defective or non-conforming work, an equitable deduction from the contract price shall be mutually agreed upon between the Contractor and Employer. Failing agreement, the deduction

shall be determined through the dispute resolution process. Pending such resolution, the Employer may withhold a reasonable sum from payments due to the Contractor.

**22. TERMS OF PAYMENT AND MILESTONES:**

<b>S. No.</b>	<b>Milestone</b>	<b>% of Contract Value</b>
1	Signing of Contract & Submission of Approved Project Initiation Report (PIR) & submission of CPBG of 10% of total contract value.	10%
2	Completion of Requirement Gathering, FRS sign-off, and Approved Wireframes.	10%
3	Completion of Core Platform Development – Phase 1 (Project Tracking, Dashboard, Config Modules).	15%
4	Completion of All Integrations (SAP, GIS, SRM, NV Tracker, etc.) – Integration UAT sign-off.	15%
5	Successful completion of User Acceptance Testing (UAT) – UAT Sign-Off by BRPL.	20%
6	Go-Live – Production Deployment & Formal Go-Live Certificate from BRPL.	20%
7	O&M (1 Year post go-live)	10%

**22.1. Comprehensive O&M (for Serial No.07):**

- i. Payment shall be made at the end of each quarter upon successful performance & maintenance as defined in the Volume III Scope of Work. Payment is subjected to receipt of correct GST invoice(s).
- ii. The SELLER shall submit the invoice along with the checklist duly filled in Invoice shall be processed and payment shall be made to SELLER on certification of Engineer-In Charge for compliance to checkpoints given in check list. The check list shall be provided by Engineer-in-Charge.

**23. PERFORMANCE GUARANTEE**

23.1. The Contractor shall submit the following Bank Guarantees within specified timelines:

<b>Type of Bank Guarantee</b>	<b>Submission Timeline</b>	<b>Validity Period</b>
Contract Performance Bank Guarantee (10% of Total Contract Value including GST)	Within 28 days of Issue of LOI/ LOA/ Purchase Order	Valid until 90 days beyond the Project Completion / Handing Over
Performance Bank Guarantee (10% of Total Contract Value including GST)	At the time of claiming last payment and issuance of final Taking Over certificate by Purchaser/Owner	Valid until Valid until 90 days beyond the O&M Period.

23.2. All Bank Guarantees shall be issued in favour of BSES Rajdhani Power Ltd. and must conform to the format prescribed by BRPL.

- 23.3. Performance Guarantee Forfeiture: Each Performance Bond established under Clause 37.1 shall contain a statement that it shall be automatically and unconditionally forfeited, without recourse, and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that Contractor has failed to comply with any term or condition outlined in the Contract.
- 23.4. Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that Contractor has failed to comply with any term or condition outlined in the contract.
- 23.5. Performance Guarantee Release: All Performance Bonds shall be released without any interest within seven (07) days following the expiry of the validity period specified in Clause 37.1, except in cases outlined under Clause 37.4.
- 23.6. Notwithstanding anything stated in this agreement, it is agreed by the Seller that in case of default by the seller in furnishing the Performance Bank Guarantee, the purchaser/BRPL, without prejudice to the rights available with the purchaser, shall be entitled to retain a total sum not exceeding 120% of the amount of required performance bank guarantee for the tenure and upon the terms as specified in this agreement. It is agreed that the purchaser shall not be paying any interest for the said sum retained by the purchaser in lieu of default by the seller in furnishing the performance bank guarantee and no claim of any nature shall be maintainable from the side of seller, disputing the above said retention. Whereas, in case, after the deduction of above sum by the purchaser, if the seller at any point of time, submits the PBG of the required value and tenure and requests for the refund of the amount retained on this ground, the purchaser shall be releasing the money retained in lieu of PBG without any interest/cost.

## 24. EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT

- 24.1. The Contract shall be deemed to commence on the date of issuance of the Letter of Intent, Letter of Acceptance, or Purchase Order, whichever is earlier, and this date shall be considered as the effective commencement date for all contractual obligations.

## 25. TIME - THE ESSENCE OF CONTRACT

- 25.1. The date specified for completion of the "Project" in the Letter of Acceptance or Purchase Order issued to the Contractor shall be deemed to be of the essence of the Contract. The Contractor is required to complete the Project on or before the stipulated schedule and completion date.

## 26. PROJECT COMPLETION TIMELINES

- 26.1. The contractual delivery for completion of project shall be **06 Month** from the date of LOI/PO.
- 26.2. The Contractor shall submit a detailed PERT chart or L2 Network plan for execution of the awarded package to BRPL for review and approval within Five (05) days of issuance of Letter of Intent (LOI) or Letter of Award (LOA).

- 26.3. Delivery shall be at F.O.R BRPL - Delhi stores/sites.
- 26.4. The Contractor shall mobilize the team at site immediately upon receipt of order and plan round-the-clock parallel working to meet schedule milestones.
- 26.5. Weekly progress meetings shall be held on site between the Contractor and Engineer-in-Charge. The Contractor shall submit a weekly report detailing manpower deployment and major milestones achieved.
- 26.6. Strict adherence to the agreed schedule is mandatory. Failure to maintain quality or timeliness may result in the Employer withdrawing work wholly or partially without notice or liability.
- 26.7. Project schedules shall be periodically reviewed with the Employer, who may direct corrective actions including additional resources or night work at no extra cost. The Employer reserves the right to revise work schedules to meet project requirements without entitlement for extra payment.
- 26.8. The Contractor shall carry out work on Sundays and holidays, except National Holidays, if required to meet the schedule with prior written permission from Engineer-in-Charge.
- 26.9. BRPL Engineer-in-Charge shall certify final completion of work.

## **27. EXTENSION OF TIME AND TIME OVERRUN**

- 27.1. Extension of time may be granted at the Company's discretion if delays are not the Contractor's fault, subject to the Contractor submitting detailed justification within ten (10) days of the delay's occurrence. Such extension does not warrant any increase in contract price and does not prejudice the Company's right to recover liquidated damages.

## **28. LIQUIDATED DAMAGES**

### **28.1. LD FOR DELAY IN COMPLETION OF WORK**

- 28.1.1. Time is the essence of the Contract. Following issuance of the Letter of Intent/Letter of Award, the contractual network (L2 network) shall be finalized and approved by BRPL. The Contractor must adhere strictly to the agreed completion schedule and intermediate milestones.
- 28.1.2. If the Contractor fails to successfully hand over the project within the agreed contract completion schedule, the contractor shall pay to the Purchaser, Liquidated damages for the delayed period at the rate of 0.5% of the total contract price per each week of delay or Pro-rata thereof, by which the Completion is delayed.
- 28.1.3. The maximum liquidated damages (LD) for delay shall not exceed 10% of the Contract Value.
- 28.1.4. It is agreed that liquidated damages constitute a genuine pre-estimate of damages and are not a penalty.

### **28.2. OVERALL LIQUIDATED DAMAGES:**

- 28.2.1. The overall Maximum LD for delay is 10% of the Contract Value.

28.2.2. However, the total Liquidated Damages for delay will be limited as hereinafter provided below.

28.2.3. Notwithstanding the above, in the event the Contractor fails to complete the package as per the schedule; and delays the "Handling Over" of the package up to a period for which the liquidated damage for time delay becomes more than ten percent (10%) of the Contract Price, then the Purchaser at his sole discretion, shall be entitled to treat the failure as an act of default by the Contractor and same shall entitle the Purchaser to terminate the Contract.

28.3. The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Contractor or from the Performance Bond or file a claim against the Contractor.

28.4. If the Penalty is levied as per the Order terms & conditions; BRPL will raise the Invoice for the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

## **29. RECOVERIES**

29.1. Whenever any sum is recoverable from the Contractor under this contract, the Purchaser shall be entitled to recover such amount by appropriating, in whole or in part, any sums due or that may become due to the Contractor under this contract. If such sums are insufficient to cover the full amount recoverable, the Contractor shall pay the outstanding balance to the Purchaser upon demand.

## **30. THE MICRO, SMALL AND MEDIUM ENTERPRISES (MSME)**

30.1. If the Contractor's establishment falls under the scope of the Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, the Contractor shall declare this status within the bid. Failure to do so will be deemed as confirmation that the Contractor is a non-MSME unit. The Contractor must also submit a copy of the Udyog Aadhaar (UA) and Udyam Registration Number, along with the PAN number.

## **31. TRANSFER AND SUBCONTRACTING**

31.1. The Contractor shall not subcontract, transfer, assign, or otherwise part with the Contract or any part thereof, either directly or indirectly, without the prior written approval of the Purchaser.

31.2. Notwithstanding any subcontracting, the Contractor shall remain entirely responsible for the execution, completion, and satisfactory performance of the Work, in full compliance with the Purchase Order, specifications, approved drawings, and data sheets. The Contractor shall also be fully accountable for any acts, omissions, defaults, or negligence of any subcontractor.

## **32. Intellectual Property Rights and Royalties**

32.1. The Contractor shall indemnify the Purchaser and the Purchaser's Representative against all claims and proceedings arising from infringement or alleged infringement of any patent rights, registered designs, copyright, design, trademark, trade name, know-how, or other intellectual property rights (collectively referred to as

"Intellectual Property Rights") relating to the Works, Contractor's equipment, machines, methods, plant, materials, or anything required for execution of the Works. In case of infringement, the Contractor shall, at its own cost, either rectify, modify, or replace the infringing item so that infringement ceases, or procure necessary rights or licenses from the affected third party.

- 32.2. The Contractor shall be promptly notified of any claim made against the Purchaser. The Contractor shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission that might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Contractor failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Contractor.
- 32.3. Intellectual Property Rights in any plant, materials, drawings, designs, plans, documents, specifications, data, know-how, charts, or information provided by the Purchaser remain the sole property of the Purchaser. The Contractor has only a limited right to use these for execution of the Works.
- 32.4. Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Contractor and/ or its third-party licensors ("Contractor's IPR") shall continue to vest with the Contractor and/ or its third-party licensors and the Contractor shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Contractor's IPR for the use, operation, maintenance and repair of the Works.
- 32.5. If any patent, trademark, trade name, registered design or software is developed by the Contractor or its Subcontractor specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Contractor (or its Subcontractors) for any purpose other than with the prior written consent of the Purchaser.
- 32.6. If the Contractor uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Contractor shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 32.7. If any software is used by the Contractor for the execution of the Works over which the Contractor or a third party holds pre-existing title or other rights, the Contractor shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the



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right to use and apply that software (together with any modifications, improvements and developments thereof).

### **33. Contractor Code of Conduct**

- 33.1. Contractor acknowledges having reviewed the BRPL policy on legal and ethical code required to be followed by Contractors encapsulated in the "Vendor/Contractor 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 agreement/contract/PO/WO.
- 33.2. Contractor undertakes that he shall adhere to the Contractor Code of Conduct and also agrees that any violation of the Contractor Code of Conduct shall be treated as breach of the agreement/contract/PO/WO.
- 33.3. In event of any such breach, irrespective of whether it causes any loss/damage, company (BRPL) shall have the right to recover loss/damage including liquidated damages from Contractor.
- 33.4. The Contractor hereby indemnifies and agrees to keep indemnified the company (BRPL) against any claim/litigation/liability/penalty including litigation cost arising out of any violation of Contractor Code of Conduct by the Contractor or its officers, agents & representatives etc.

### **34. Limitation of Liability**

- 34.1. Except in cases of willful misconduct, fraud, or gross negligence, neither Party shall be liable to the other for loss of use of any works, loss of profit, loss of contracts, or any other indirect or consequential damages arising out of or in connection with the Contract. The total liability of the Contractor to the Purchaser under this Contract shall not exceed the Contract Value.
- 34.2. Notwithstanding the above, this clause shall not limit the liability of the Contractor in the following cases:
  - 34.2.1. Fraud, willful misconduct, or unlawful acts
  - 34.2.2. Acts or omissions that violate the fundamental rules of diligence that a conscientious Contractor would observe under similar circumstances
  - 34.2.3. Intellectual property infringement
  - 34.2.4. Breach of confidentiality or data security obligations
  - 34.2.5. Tax and statutory dues liabilities
  - 34.2.6. Recovery of liquidated damages
  - 34.2.7. Third-party death or personal injury

### **35. Liability of Bidders/Contractors/Consultant**

- 35.1. Subject to the due discharge of its obligations under the Contract and except in case of willful misconduct, fraud, or gross negligence on the part of the Contractor or on the part of any person acting on behalf of the Contractor, with respect to any loss or damage caused by the Contractor to the Purchaser's property or the Site, the Contractor shall not be liable to the Purchaser for the following:
  - a) For any indirect or consequential loss or damage; and
  - b) For any direct loss or damage that exceeds:

- i. The total payments made and expected to be made to the Contractor under the Contract including reimbursements, if any; or
  - ii. The insurance claim proceeds that the Contractor may be entitled to receive from any insurance purchased by the Contractor to cover such a liability, whichever is higher.
- 35.2. This limitation of liability shall not affect the Contractor's liability, if any, for damage to third-party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the Contractor in executing the order.
- 35.3. Notwithstanding anything contained in the Contract, the Contractor shall not be liable for any wilful misconduct, fraud, or gross negligence on the part of the Purchaser or any of its affiliates, any Contractor, or any party, other than Contractor and/or, its directors, officers, agents or representatives or its affiliates, or Subcontractor, or the Contractor or any third party engaged by it.
- 35.4. Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, Contractor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Contractor from any of its liabilities or responsibilities arising in relation to or under the Contract.

## **36. Indemnification**

- 36.1. The Contractor shall indemnify and hold harmless the Company from and against any and all liabilities, claims, damages, losses, or expenses arising out of or resulting from:
  - 36.1.1.any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
  - 36.1.2.any act or omission of contractor or its employees or agents.
  - 36.1.3.any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.
  - 36.1.4.Any damages or loss related to free-issued materials, for which the Bidder shall submit an Indemnity Bond.
- 36.2. The Contractor shall at all times indemnify the Company against all liabilities to third parties, including employees or agents of the Company or the Contractor, for bodily injury, property damage, or any other loss arising out of or in connection with the execution or completion of the Works. This includes all costs, charges, and expenses incurred by the Company due to claims from such persons.

## **37. Events of Default**

- 37.1. Each of the following events or occurrences shall constitute an event of default under the Contract:
  - 37.1.1.The Contractor fails or refuses to pay any amounts due under the Contract;
  - 37.1.2.The Contractor fails or refuses to deliver Product conforming to this RFS/specifications, or fails to deliver Product within the period specified in P.O. or any valid extension thereof;

- 37.1.3. The Contractor becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor's creditors file any petition relating to bankruptcy of Contractor;
- 37.1.4. The Contractor fails to complete the works in accordance with the approved schedule of works.
- 37.1.5. The Contractor fails to comply with any reasonable instructions or directions issued by the Company in connection with the execution of the works.
- 37.1.6. The Contractor otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from BRPL specifying the failure.

### **38. Consequences of Default**

- 38.1. If any Event of Default occurs and continues, BRPL may, by written notice, terminate the Contract forthwith.
- 38.2. Upon occurrence of an Event of Default, BRPL may, without prejudice to any other rights or remedies available under law or the Contract, exercise one or more of the following remedies;
  - 38.2.1. Invoke and present the Performance Bond for payment;
  - 38.2.2. Procure the same or equivalent Commodities from any third-party source; and/or
  - 38.2.3. Recover from the Contractor any losses, damages, or additional expenses incurred as a result of the Contractor's default.

### **39. Force Majeure**

- 39.1. An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control directly or indirectly, of the affected Party, but only if and to the extent that:
  - 39.1.1. Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
  - 39.1.2. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
  - 39.1.3. Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
  - 39.1.4. Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken to comply with the above clause.

### **39.2. Specific Events of Force Majeure**

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

39.2.1.1. Natural elements or other acts of God, such as storms, floods, earthquakes, lightning, cyclones, landslides, or other natural disasters.

39.2.1.2. Explosions or fires.

39.2.1.3. Epidemics, pandemics, or plagues.

39.2.1.4. Declared war by the Government of India.

39.2.1.5. Dangers of navigation or perils of the sea.

39.2.1.6. Cyber security incidents impacting grid operations.

39.2.1.7. Pandemic-related lockdowns.

39.2.1.8. Climate change events beyond traditional natural disasters.

39.2.1.9. Embargoes.

39.2.1.10. Supply chain or industrial disturbances beyond reasonable control.

39.2.2. Note: Force Majeure shall not apply to financial inability, labor shortages, power failures, strikes, accidents, or subcontractor defaults.

### 39.3. Notice of Events of Force Majeure

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

39.3.1.1. Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event

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

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

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

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

### 39.4. Mitigation of Events of Force Majeure

39.4.1. Each Party shall:

39.4.1.1. Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;

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

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

**39.5. Burden of Proof**

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

**39.6. Termination for Certain Events of Force Majeure**

39.6.1. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

39.6.2. The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of the following occurs:

39.6.2.1. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.

39.6.2.2. In case the Bidder commits any Act of Insolvency, or is adjudged insolvent

39.6.2.3. Has abandoned the contract

39.6.2.4. Has failed to commence work or has suspended the progress of works

39.6.2.5. Has failed to proceed with the works with due diligence and failed to make such due progress

**39.7. Limitation of Force Majeure event**

39.7.1. The Contractor shall not be relieved of any obligation under the Contract solely because the cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

**39.8. Extension of Contract Period due to Force Majeure event**

39.8.1. The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.

**39.9. Effect of Events of Force Majeure**

39.9.1. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as the failure to perform such obligations shall be due to an event of "Force Majeure".

**40. Suspension or Extension**

- 40.1. The Purchaser reserves the right to suspend or reinstate execution of the whole or any part of the Works without affecting the validity of the Contract provisions. Any orders for suspension or reinstatement shall be provided to the Contractor in writing. The completion time for the Works will be extended by a period equivalent to the duration of the suspension.
- 40.2. For any aggregate suspension period less than six (6) months, the Contractor shall not be entitled to claim reimbursement. If the suspension of the Works extends beyond six (6) months, the Purchaser will reimburse the Contractor only for necessary and demonstrable direct costs incurred, subject to satisfactory substantiation. Overheads, incidentals, and profit shall not be considered. The Purchaser's decision regarding such claims will be final and binding. The Purchaser shall bear no liability for suspension or delay arising from any default on the part of the Contractor or its sub-contractors; the Purchaser's decision in this respect shall also be final and binding.

**41. Severability**

- 41.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

**42. Waiver of Rights**

- 42.1. No failure or delay by either Party in enforcing any provision of this Agreement shall be deemed a waiver of that provision or of any subsequent breach. Any waiver granted must be expressly made in writing and shall apply only to the specific instance and shall not constitute a waiver of any other rights or breaches occurring thereafter.

**43. Statutory Obligations**

- 43.1. The Contractor shall comply with all applicable laws, by-laws, regulations, various Acts, Rules, codes, and standards including but not limited to
- 43.1.1. -The Child Labour (Prohibition & Regulation) Act, 1986,
  - 43.1.2. -The Contract Labour (Regulation & Abolition) Act, 1970,
  - 43.1.3. -The Employees' Pension scheme, 1995,
  - 43.1.4. -The Employees Provident Funds and Miscellaneous Provisions Act, 1952,
  - 43.1.5. -The Employees State Insurance Act, 1948,
  - 43.1.6. -The Equal Remuneration Act, 1976,
  - 43.1.7. -The Industrial Dispute Act, 1947,
  - 43.1.8. -The Maternity Benefit Act, 1961,
  - 43.1.9. -The Minimum Wages Act, 1948,
  - 43.1.10. -The payment of Bonus Act, 1965,
  - 43.1.11. -The Payment of Gratuity Act, 1972,
  - 43.1.12. -The Payment of Wages Act, 1936,
  - 43.1.13. -The Delhi Shops & Establishment Act, 1954,
  - 43.1.14. -The Company's Liability Act, 1938,

- 43.1.15. -The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013,
  - 43.1.16. -The Delhi Preservation of Trees Act 1994,
  - 43.1.17. -The Workmen Compensation Act, 1923,
  - 43.1.18. -Building and Other Construction Workers (Employment and Regulations) Act 1996,
  - 43.1.19. -Building and Other Construction Workers (Cess) Act 1996,
  - 43.1.20. -Indian Electricity Act, 2003 and Indian Electricity Rules,
  - 43.1.21. -GST tax,
  - 43.1.22. -And all other applicable laws, as amended, including any statutory approvals required by Central or State Government authorities, including the Ministry of Labour.
- 43.2. The Contractor shall indemnify the Purchaser fully for any financial liabilities arising out of non-compliance with the above provisions.
- 43.3. The Contractor shall comply all laws of the land and prevailing orders issued by various Govt Departments like Dept. of Power/DERC/NGT/Dept. of Forest/Dept. of Environment/DPCB/CPCB/Court orders etc. Broadly, the compliance shall be as detailed below, but not limited to:
- 43.3.1. PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
  - 43.3.2. All employees to have a temporary or permanent ESI Card as per ESI Act.
  - 43.3.3. ESI Registration No.
  - 43.3.4. Sales Tax registration number, if applicable.
  - 43.3.5. PAN No.
  - 43.3.6. Labour License under Contract Labour Act (R & A) Act 1970.
  - 43.3.7. Delhi Building and other Construction Workers (Regulation of Employment and Conditions of Services) Rules, 2002(B.O.C.W.)
  - 43.3.8. Additional obligations include:
    - 43.3.8.1. Procuring a third-party Insurance Policy before starting work
    - 43.3.8.2. Adhering to the Minimum Wages Act applicable in the state
    - 43.3.8.3. Ensuring payment of salaries/wages exclusively via ECS into employees' bank accounts by the 7th of the succeeding month; in exceptional cases, crossed cheques may be issued, with full disclosure to HR (CMC)
    - 43.3.8.4. Maintaining accurate Wage and Attendance Registers
    - 43.3.8.5. Providing and maintaining a First Aid Box at the site
    - 43.3.8.6. Submitting latest PF and ESI challans with certificates confirming timely deduction and deposit of contributions for all employees
    - 43.3.8.7. Securing a Workman Compensation Policy, if applicable
    - 43.3.8.8. Securing Labour License before starting work, if applicable
- 43.4. Prior to commencement, the Contractor shall provide the Company with permanent PF Code and ESI details of all employees.

#### **44. Commissioning & Acceptance Test**

- 44.1. Upon completion of the Works, the Contractor shall conduct a trial run or operational test (UAT) in the presence of the Engineer-In-Charge. The system shall be operated under the Contractor's supervision during this period. The Contractor shall promptly undertake any necessary rectifications or modifications identified during the trial run.

- 44.2. Upon satisfactory completion of the trial run, the system shall be considered Go-Live. The Engineer-In-Charge will issue a certificate of acceptance confirming successful commissioning.

## 45. Work Completion Certification, Handing Over

- 45.1. The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications/ Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost.
- 45.2. Upon the successful completion of all testing and commissioning of the items and works under the package, and subject to the Purchaser's/Owner's satisfaction, the Purchaser shall issue a "Taking Over Certificate" to the Contractor. This certificate shall serve as the final acceptance of the package and shall only be issued after the Purchaser receives the corresponding certificate from the Owner.

## 46. Contract Closure

- 46.1. Upon completion of all works in accordance with the scope and specifications of the Contract, the process for contract closure shall be initiated. The following key activities, as applicable, shall be undertaken to effect contract closure:
- 46.1.1. Completion of works and issuance of the Work Completion Certificate by the Purchaser.
- 46.1.2. Resolution and closure of all outstanding punch points.
- 46.1.3. Joint finalization of delay analysis, including Liquidated Damages (LD), if applicable.
- 46.1.4. Submission of No Demand Certificate by the Contractor.
- 46.1.5. Submission of Indemnity Bond by the Contractor.

## 47. Patent Rights and Royalty

- 47.1. In the event that the Contractor, during the course of performing its obligations under this GCC, acquires, invents, or develops any proprietary knowledge, information, process, or invention which qualifies, or may qualify, as a trademark, copyright, patent, trade secret, geographical indication, or any other intellectual property right, the Bidder shall promptly disclose such creation to BRPL. All title, interest, and rights to such intellectual property shall vest exclusively in BRPL, and the Contractor shall execute all documents necessary to ensure BRPL's sole ownership without delay.
- 47.2. The Contractor warrants that, in performing its obligations, no intellectual property rights of any third party shall be infringed, whether by violation of statute, passing off, or otherwise. The Contractor shall bear sole responsibility for any infringement claims, and shall fully indemnify and hold BRPL harmless from and against any and all losses, damages, liabilities, costs, or expenses (including reasonable legal fees) incurred as a result of any such infringement. Any compensation, damages, or expenses paid by BRPL to third parties in connection with such infringement shall be recoverable in full from the Contractor.

## 48. Confidentiality/ Secrecy

- 48.1. The Contractor shall not, without the Company's prior written consent, disseminate, publish, or otherwise utilize in any form of advertising, publicity, sales release, or

media any photograph, reproduction, or description of the Works under this Contract, nor disclose the site details, dimensions, quantities, or other related information concerning the Works.

48.2. The Contractor, along with its employees and representatives, shall maintain strict confidentiality regarding all information encountered in the execution of the Contract, as detailed below.

48.2.1. Documents: All maps, plans, drawings, specifications, schemes, and other documents or information related to the Contract/Project, including any material supplied to the Bidder by BRPL for contract execution, shall be treated as confidential and remain the property of BRPL. Such documents shall be used solely for purposes of the Contract and shall not be disclosed or used for any other purpose. Disclosure

48.2.2. to third parties is permitted solely where such disclosure is necessary for the execution of the Work, and only upon the third party's execution of a confidentiality agreement acceptable to BRPL, explicitly committing to uphold confidentiality obligations equivalent to those set forth herein.

48.2.3. Geographical Data: Maps, layouts, site photographs, and regional imagery depicting installations of national or BRPL significance shall not be published, disclosed, or exported without BRPL's prior written approval. Any necessary disclosure to third parties shall be subject to confidentiality agreements satisfactory to BRPL, executed prior to disclosure.

48.2.4. Violation: In the event of any breach of these confidentiality provisions, the Contractor shall indemnify and hold the Company harmless from any loss, cost, damage, or claim (including claims asserted by third parties) arising as a result of such breach. Any actual or suspected data breach or cyber incident must be promptly notified to BRPL and investigated at the Contractor's expense.

48.3. Furthermore, the Bidder shall be liable for compensation or damages as determined by the competent authority of BRPL.

## 49. Dispute Resolution & Arbitration

49.1. The Parties shall make all reasonable efforts to resolve amicably, through mutual discussions, any disputes or differences arising out of or in connection with this Contract. In the event that such disputes remain unresolved for thirty (30) days from the date either Party notifies the other in writing of the dispute, either Party may refer the matter to arbitration.

49.2. Arbitration shall be conducted by a tribunal comprising two arbitrators - one to be appointed by each Party. The two arbitrators thus appointed shall mutually select a third individual to act as the presiding arbitrator prior to entering upon reference, if and when required. The arbitration proceedings shall be undertaken in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and its 2015 and 2019 amendments. The seat and venue of arbitration shall be New Delhi, India. The language of all proceedings, documents, and communications shall be English. The arbitral process shall be completed within a maximum period of three (3) months from constitution of the arbitral tribunal.

49.3. Reference to negotiation and/or arbitration may proceed regardless of whether the Works have been completed, provided that the contractual obligations of both the

Purchaser and the Contractor shall remain unaffected during pendency of arbitration. Under no circumstances shall the Contractor suspend execution of the Works, in whole or in part, on account of ongoing arbitration. Payments due to the Contractor shall continue to be made as per the terms of the Contract.

49.4. All disputes arising out of or in relation to this Contract that require recourse to judicial proceedings shall be subject to the exclusive jurisdiction of the courts at Delhi, India.

## **50. Termination Due To Contractors Default**

50.1. The Purchaser shall have the right to terminate this Contract by providing the Contractor with seven (7) days' prior written notice if any of the following events occurs:

- 50.1.1. The Contractor fails to complete the execution of the Works within the approved schedule, terms, and conditions stipulated herein.
- 50.1.2. The Contractor commits an act of insolvency or is adjudged insolvent by a court of competent jurisdiction.
- 50.1.3. The Contractor abandons the Contract.
- 50.1.4. The Contractor fails to commence the Works or suspends the progress of the Works for an unreasonable period.
- 50.1.5. The Contractor fails to proceed with the Works with due diligence and fails to make satisfactory progress.

## **51. Remedy for Contractor's Default**

51.1. If the quality of the Works performed by the Contractor fails to meet the contract requirements, the Purchaser shall have the right to demolish or reject such defective work and have it re-executed at the Contractor's risk and cost.

51.2. If the Contractor is unable to perform the Works in accordance with the agreed schedule and other contract provisions, the Purchaser may, after providing seven (7) days' written notice to the Contractor, have the Works rectified, completed, or carried out by an alternative agency at the Contractor's risk and cost.

## **52. Risk & Cost**

52.1. If the Contractor fails to execute the Works as per the NIT specifications or as agreed in the Contract within the scheduled period, including any extensions granted, the Contract shall be terminated. BRPL reserves the right to complete the Works through alternative sources at the Contractor's risk and cost. Any additional expenditure incurred shall be debited to and recovered from the Contractor under the Contract.

## **53. Termination for convenience of Purchaser**

53.1. The Purchaser may, at its sole discretion, terminate this Contract in whole or in part by providing the Contractor with thirty (30) days' prior written notice, including notice via email. The Purchaser shall pay the Contractor for all supplies and services rendered up to the effective date of termination, subject to submission of an appropriate invoice by the Contractor.

53.2. Upon receipt of the termination notice, the Contractor shall, within thirty (30) days or by the date specified in the notice:



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- 53.2.1. Cease all further Work, except for such activities as may be necessary to protect and preserve completed portions of the Facilities or to leave the site in a safe and clean condition as directed by the Purchaser.
  - 53.2.2. Terminate all subcontracts, except those which the Purchaser specifies will be assigned to it.
  - 53.2.3. Remove all Contractor's equipment and personnel, including subcontractors' personnel, from the site and clear all debris, rubbish, and wreckage, leaving the site clean and safe.
  - 53.2.4. Deliver to the Purchaser all completed portions of the Facilities as of the termination date.
  - 53.2.5. To the extent permitted by law, assign to the Purchaser all rights, title, and benefits relating to the Facilities, Plant, Equipment, and subcontracts as at the termination date.
  - 53.2.6. Deliver to the Purchaser all non-proprietary drawings, specifications, and other documentation prepared in connection with the Facilities as of the termination date.
- 53.3. In the event of such termination, the Purchaser shall pay the Contractor the following amounts; after deducting any claims the Purchaser may have under the Contract:
- 53.3.1. The contract price attributable to the completed parts of the Facilities as of the termination date.
  - 53.3.2. Reasonable costs incurred by the Contractor for removal of equipment from the site and repatriation of personnel.
  - 53.3.3. Pre-approved and reasonable costs for fulfilling bona fide obligations or commitments with third parties connected to the Contract that are not otherwise covered.
- 53.4. Payment as described above shall constitute the Contractor's sole and exclusive remedy for termination by the Purchaser under this clause. The Contractor hereby waives all other claims, including loss of profits or any other damages or expenses related to such termination.
- 53.5. The Contractor agrees that all claims for compensation must be fully substantiated with sufficient detail to allow evaluation by the Purchaser. All subcontracts shall be terminated except those assigned to the Purchaser pursuant to this clause.

#### **54. Entire Agreement & Amendment**

- 54.1. This Agreement constitutes the entire understanding between BRPL and the Contractor regarding the subject matter herein and supersedes all prior agreements, whether written or oral, that relate to such matters. Any modification, amendment, or alteration to this Agreement shall be valid only if documented in writing and duly executed by authorized representatives of both BRPL and the Contractor.

#### **55. Notice & Communication**

- 55.1. Any notice or other formal communication under this Agreement shall be in writing, signed by or on behalf of the party issuing it, and shall be sent by registered post with acknowledgement due (A.D.) to the addresses of the Contractor or BRPL as stated herein, or to such other addresses as may be mutually agreed upon in writing by the Parties from time to time.



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55.2. Notices and formal communications may also be transmitted via the official email addresses of the authorized representatives of the Contractor or BRPL. Such electronic communications shall be deemed duly delivered upon successful transmission and acknowledgement by the recipient.

55.3. All communications, correspondence, and documentation pertaining to the Purchase Order shall be directed strictly as specified in this Agreement.

## 56. Acceptance

56.1. The Contractor hereby acknowledges and confirms review of BRPL's Policy on legal and ethical standards for contractors, as set forth in the "Vendor/Contractor Code of Conduct" displayed on BRPL's official website ([www.bsesdelhi.com](http://www.bsesdelhi.com)). The Contractor agrees that the Contractor Code of Conduct shall form an integral part of the Contract, Purchase Order (PO), or Work Order (WO). The Contractor undertakes to fully comply with the Vendor/Contractor Code of Conduct, and acknowledges that any violation shall constitute a breach of the Contract/PO/WO. In the event of such breach, whether or not it causes any actual loss or damage, BRPL reserves the right to recover any loss or damage from the Contractor. The Contractor shall indemnify and hold harmless BRPL against any claims, litigation, or other consequences arising out of any breach or violation of the Contractor Code of Conduct by the Contractor, its officers, agents, or representatives.

56.2. Acceptance of the Contract includes acceptance of all terms and conditions referenced therein, including technical specifications, drawings, general conditions, detailed scope of work, and any equipment drawings provided to the Contractor.

56.3. The contractual obligations of BRPL and the Contractor are strictly limited to the terms and conditions set forth in the Contract. No amendment, modification, or alteration to the Contract shall be valid unless made in writing and signed by authorized representatives of both Parties.

56.4. All services and supplies under this Contract are expected to be fully aligned with BRPL's Vision, Mission, and Values. These can be reviewed at <https://www.bsesdelhi.com/web/BRPL/about-bses>

## 57. Non-Disclosure Agreement

All information including, without limitation, all oral and written information, disclosed by either party (Disclosing Party) to the other party, (Receiving Party) is deemed to be confidential, restricted and proprietary to the Disclosing Party.

Non-Disclosure: The Receiving Party shall maintain the Confidential Information received from the Disclosing Party in strict confidence and shall not disclose it to any third party without the prior written consent of the Disclosing Party.

Limited Use: The Receiving Party shall use the Confidential Information solely for the Purpose outlined in this Agreement and shall not use it for any other purpose without the prior written consent of the Disclosing Party.



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Protection Measures: The Receiving Party shall exercise reasonable care to protect the Confidential Information from unauthorized access, use, or disclosure. This includes implementing appropriate security measures and restricting access to the Confidential Information to only those individuals who have a need to know for the Purpose.

Exceptions: The obligations of confidentiality shall not apply to any portion of the Confidential Information that:

- a. Is or becomes publicly available through no fault of the Receiving Party;
- b. Was already lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party;
- c. Is rightfully received by the Receiving Party from a third party without any obligation of confidentiality; or
- d. Is required to be disclosed by law, regulation, or court order. However, the Receiving Party shall promptly notify the Disclosing Party of any such requirement and cooperate with the Disclosing Party to seek a protective order or other appropriate remedy.

Upon the written request of the Disclosing Party or upon termination of this Agreement, whichever occurs first, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party, including any copies, notes, or extracts thereof, and provide written certification of such return or destruction upon request.

The obligations of confidentiality shall survive the termination or expiration of this Agreement and shall continue for a period of five years from the date of termination or expiration.

**APPENDIX II**ANNEXURE – 2.01**FORMAT OF PERFORMANCE BANK GUARANTEE**  
**(To be executed on a Non-Judicial Stamp Paper of appropriate value)**

This Guarantee made at \_\_\_\_\_ this [\_\_\_\_] day of [\_\_\_\_] 20XX

1. WHEREAS M/s BSES Rajdhani Power Limited, a Company incorporated under the provisions of Companies Act, 2013 having its Registered Office at BSES Bhawan, Nehru Place, Delhi 110019, India hereinafter referred to as the " Owner ", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for \_\_\_\_\_ (Please specify the nature of contract here ) vide Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract") with M/s. \_\_\_\_\_, (hereinafter referred to as "the Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause \_\_\_\_ of Conditions of Contract, the Contractors are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [\_\_\_\_\_] *pl. specify the name of Bank*) having its head/registered office at [\_\_\_\_\_] through its branch in \_\_\_\_\_ (*pl. specify the name of Branch through which B.G is issued*) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

4. NOW THEREFORE, in consideration inter alia of the Owner granting the Contractors the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs. ].....(*in words*) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Owner to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractors notwithstanding any other security or other guarantee that the Owner may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Contractors before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Contractors, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any

manner its rights and the Bank's obligation under this Guarantee, from time to time, to:

- (i) vary and/or modify any of the terms and conditions of the Contract;
- (ii) Forebear or enforce any of the rights exercisable by the Owner against the Contractors under the terms and conditions of the Contract; or
- (iii) Extend and/or postpone the time for performance of the obligations of the Contractors under the Contract;

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

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractors, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractors or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Contractors under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to \_\_\_\_\_ *(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on \_\_\_\_\_ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.



BSES RAJDHANI POWER LIMITED

- 14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Contractors shall not discharge our liability hereunder.
  
- 15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this ..... day of ..... ..20XX at .....

(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

**BRPL BANK DETAILS WITH IFSC CODE:**

1. Name of the Bank: State Bank of India,
2. Branch Name & Full Address: IFB, 1, Tolstoy Marg, Jawahar Vyapar Bhawan, New Delhi 110001
3. Beneficiary Name: BSES Rajdhani Power Limited
4. Bank Account No: 40214820999
5. IFSC Code: SBIN0009601

**FORMAT OF WARRANTY/GUARANTEE CERTIFICATE**

BSES RAJDHANI POWER LIMITED BSES Bhawan, Nehru Place, New Delhi -110019.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES RAJDHANI POWER LTD vide invoice no..... DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our.....free of cost if any manufacturing defect during.....months from the date of dispatch of material or.....months from the date of commissioning whichever is earlier.

Bidder Name & Signature

**GST UNDERTAKING**

The Bidder shall give an undertaking in the following words on each invoice in the absence of which tax payment as on the Bidder's invoice may be withheld.

"The tax component as mentioned in the invoice shall be deposited with the GST Department as per law by way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Bidder, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Bidder"

**FORMAT OF WARRANTY/ DEFECT LIABILITY PERIOD – SERVICES**

Performance requirements of the works completed is as per detailed specifications and standards specified and to be adhered to strictly. In-case of deficiency, the same is to be rectified/ redone to meet the specifications by the contractor within stipulated schedule or any extension thereof. The Contractor shall be liable to rectify all defects except those arising out of normal wear and tear, in the works done by the Bidder under this contract, or from any act or omission of the contractors for a period of 12 months will depend on individual contract period from the date of Handing Over/ Go-Live the works to the Employer/ Owner.

Bidders Name & Signature

**SUMMARY OF COMMERCIAL TERMS AND CONDITIONS**

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION																								
1	Validity of Bid	120 days from the date of submission of the bid or amended due date of submission.																									
2	Price Basis	"Firm", FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).																									
5	Payment Terms	<table border="1"> <thead> <tr> <th>Sl.</th> <th>Milestone</th> <th>% of Contract Value</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Signing of Contract &amp; Submission of Approved Project Initiation Report (PIR) &amp; submission of CPBG of 10% of total contract value.</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Completion of Requirement Gathering, FRS sign-off, and Approved Wireframes.</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Completion of Core Platform Development – Phase 1 (Project Tracking, Dashboard, Config Modules).</td> <td>15%</td> </tr> <tr> <td>4</td> <td>Completion of All Integrations (SAP, GIS, SRM, NV Tracker, etc.) – Integration UAT sign-off.</td> <td>15%</td> </tr> <tr> <td>5</td> <td>Successful completion of User Acceptance Testing (UAT) – UAT Sign-Off by BRPL.</td> <td>20%</td> </tr> <tr> <td>6</td> <td>Go-Live – Production Deployment &amp; Formal Go-Live Certificate from BRPL.</td> <td>20%</td> </tr> <tr> <td>7</td> <td>O&amp;M (1 Year post go-live)</td> <td>10%</td> </tr> </tbody> </table>	Sl.	Milestone	% of Contract Value	1	Signing of Contract & Submission of Approved Project Initiation Report (PIR) & submission of CPBG of 10% of total contract value.	10%	2	Completion of Requirement Gathering, FRS sign-off, and Approved Wireframes.	10%	3	Completion of Core Platform Development – Phase 1 (Project Tracking, Dashboard, Config Modules).	15%	4	Completion of All Integrations (SAP, GIS, SRM, NV Tracker, etc.) – Integration UAT sign-off.	15%	5	Successful completion of User Acceptance Testing (UAT) – UAT Sign-Off by BRPL.	20%	6	Go-Live – Production Deployment & Formal Go-Live Certificate from BRPL.	20%	7	O&M (1 Year post go-live)	10%	
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7	O&M (1 Year post go-live)	10%																									
<b>Note: O&amp;M</b> Payment shall be made at the end of each quarter upon successful performance & maintenance as defined in the Volume III Scope of Work.																											
6	Project Schedule	06 months from the date of LOI/PO																									
7	O&M	01 year O&M support post Go-Live																									
8	Liquidated Damages	0.5% (half percent) of the total price for every week of delay or part thereof for undelivered units subject to maximum of 10% of total contract value.																									



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9	Contract Performance Bank Guarantee	10% (Ten percent) of the Total contract price (Incl. GST) shall be submitted within 28 days of award of contract with the validity till completion of the contract period.	
10	Performance Bank Guarantee	10% (Ten percent) of the Total contract price (Incl. GST) valid till completion of O&M period (1 year) plus 03 months claim period.	
11	Reverse Auction	Acceptance for participation in Reverse Auction event	

**Seal of the Bidder:**

**Signature:**

**Name:**

BSES

**FORMAT OF NO DEMAND CERTIFICATE****NO DEMAND CERTIFICATE BY CONTRACTOR  
(To be issued on letterhead of Contractor)**

To ,  
BSES RAJDHANI POWER LIMITED,  
BSES Bhawan, Nehru Place,  
Delhi -110019.

Name of the Project:  
Contract No.:  
Date of Contract:  
Name of the Contractor:  
We,

\_\_\_\_\_ M/s  
(Contractor) do

hereby acknowledge and confirm that we have claimed Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_)

\_\_\_\_\_ )  
towards full and final settlement of our claims from BSES Rajdhani Power Limited, in respect of the aforesaid WO/PO/Contract No.: #####. Dated. ####. including all amendments, if any, to the said Contract, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with BSES Rajdhani Power Limited under or in respect of the said Contract.

Notwithstanding any protest, note or objection recorded or raised by us in any correspondence, documents, measurement books and / or final bills etc.

(a) we confirm that BSES Rajdhani Power Limited stands fully discharged of all its obligations,

(b) we shall make no claim of any nature on BSES Rajdhani Power Limited or any of its affiliates or personnel, and

(c) we waive all our rights to lodge any claim or protest in future, in respect of the said Contract.

We have paid in full all applicable duties, levies, taxes and statutory and other amounts payable by us in connection with the above-mentioned Contract and amounts payable to or in relation to third parties engaged by us including our contractors, Contractors, employees and labour. No payment in this regard is pending or unpaid and we have no (and shall have no) claim against BSES Rajdhani Power Limited in this regard.

No refund has been received/ is envisaged to be received or reasonably believed to be receivable on account of taxes, duties or any other payment made by us in respect of the Contract. In case any refund corresponding to any amount paid or reimbursed by BSES Rajdhani Power Limited is received in the future, the same will be passed on to BSES Rajdhani Power Limited promptly and without any demand from them in this regard.

We are issuing this "NO DEMAND CERTIFICATE" in favor of BSES Rajdhani Power Limited with full knowledge of its contents and with our free consent without any influence, misrepresentation, coercion etc.

Date:  
Place:

Signature:  
Name:  
Designation:  
(Company Seal)

**FORMAT FOR LETTER OF INDEMNITY**

Format for Letter of Indemnity

(Notes: Preferably shall be obtained on Stamp paper of appropriate value as applicable at the place of execution, if not, then at least on the letterhead of the Contractor)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To,

BSES Rajdhani Power Limited, BSES Bhawan, Nehru Place, Delhi -110019.

Dear Sirs,

WO/PO/Contract No. \_\_\_\_\_ Dated \_\_\_/\_\_\_/\_\_\_

For \_\_\_\_\_

**Settlement of Dues**

In consideration of your awarding the subject Work Order/Purchase Order/Contract to us and in further consideration of your having agreed to pay our final bill towards settlement of the dues in respect of the subject Work Order/Purchase Order/Contract, inter alia, on our assurances and representations that :

(a) We have paid in full all amounts payable by us including but not limited to duties, levies, taxes, cess, octroi, royalties, statutory payments, amounts payable to or in relation to third parties engaged by us including our contractors, Contractors, employees and labour, and

(b) we have fully complied with all requirements under applicable laws in connection with the subject Purchase Order/Work Order/Contract,

We \_\_\_\_\_,  
unconditionally and irrevocably agree and undertake, to pay and/or settle entirely at our own cost and indemnify, defend and hold harmless you, your affiliates and your/your affiliates' personnel, directors and representatives, (hereinafter collectively referred to as "Indemnified Parties") from and against any and all liabilities, judgments, damages, losses, claims, costs and expenses, claimed, suffered or incurred or, likely to be claimed, suffered or incurred at any time by or against the Indemnified Parties or any of them as a result of, or arising out of, or in any way related to any failure or delay in payment of any of the amounts or compliances by us as aforesaid for any reason whatsoever.

Any notice(s) or communication(s) by you shall be sufficient proof that the Indemnified Parties have suffered or incurred loss, damages, liabilities etc. as aforesaid and we shall upon receipt of such notice(s) or communication(s) immediately, without any delay or demur or contest, make payment to you of the entire amount demanded under the said notice(s) or communication(s).

This letter of indemnity shall be in addition to and not in derogation of any other indemnity/guarantee and/or security which we may have executed in your favor or your rights and entitlements under the contract.

This letter shall be governed by and construed and interpreted to accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the courts of law at New Delhi.

Yours faithfully,

For M/s \_\_\_\_\_

Authorized Signatory

**BSES**

BSES RAJDHANI POWER LIMITED

**VOLUME - III**  
**SCOPE OF WORK (S-O-W)**



BSES RAJDHANI POWER LIMITED

## Control Tower for Capex Scheme- Planning & execution

### Introduction & Background

BSES Rajdhani Power Limited (BRPL) undertakes a large volume of CAPEX schemes annually (~3000 nos.) across distribution infrastructure, including HT/EHV systems, underground cables, substations, automation, IT/OT systems, renewable integration, and customer-centric network strengthening works.

With increasing scale, complexity, regulatory scrutiny, and stakeholder expectations, BRPL intends to deploy a Control Tower to enable end-to-end visibility, control, and governance of CAPEX schemes across the complete lifecycle — from planning and approvals to execution, commissioning, capitalization, and regulatory reporting.

The proposed Control Tower shall be designed to preserve continuity of scheme information across all process stages, so that data captured and approved at earlier stages is progressively reused, enriched, and monitored at later stages without duplication or loss of traceability. Each scheme shall remain digitally traceable across approvals, procurement linkages, execution progress, material allocation status, closure readiness, capitalization readiness, and management reporting.

BRPL invites proposals from experienced and capable bidders for designing, developing, implementing, integrating, and supporting a comprehensive digital solution tailored to BRPL's CAPEX management needs.

### Vision

BRPL envisions this initiative not merely as a project tracking application, but as a flagship digital backbone for end-to-end CAPEX governance, capable of supporting present and future scale, regulatory expectations, and digital transformation goals.

The proposed solution shall function as a strategic enterprise platform that:

- Acts as a single source of truth for all CAPEX schemes across lifecycle stages for Governance and monitoring.
- Integrates planning, procurement, execution, finance, quality, safety, and regulatory reporting
- Enables management-by-exception through real-time dashboards and early warning systems
- Supports data-driven decision making for prioritization, funding allocation, and risk mitigation
- Is scalable to support significant increase in annual CAPEX execution volumes
- Secured solution with compliance to Cyber security standards
- Is future-ready for advanced analytics, AI-based insights, and integration with emerging digital systems

#### 1.1.1

### 1. Scope of Work:

#### 1.1 Detailed Plan for Project Initiation and Implementation

##### 1.1.1 Submission of Project Initiation and implementation Report:

The Bidder shall prepare and submit a comprehensive Project Initiation and implementation Report for review and concurrence by BRPL. The Report shall serve as the foundational and governing document for the entire engagement and shall define the overall project objectives, scope, implementation approach, governance structure, timelines, assumptions, dependencies, and risk considerations. The report shall clearly articulate the proposed Control Tower architecture, detailing all features, functionalities, workflows, and reporting mechanisms, along with the approach for integration with BRPL's existing enterprise systems and applications. The approved Report shall form the baseline for subsequent design, configuration, development, and implementation activities under this engagement.

##### 1.1.2 Preparation of Requirement Specifications:

The Report shall include complete Functional Requirement Specifications and Non-Functional Requirement Specifications. The Functional Requirement shall define all required system functionalities, while the Non Functional shall specify key attributes including security, performance, scalability,



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interoperability, compliance, and auditability. These specifications shall form the baseline for system design, development, and acceptance.

**1.1.3 Requirement Gathering and High-Level Process Analysis:**

The Bidder shall undertake a comprehensive requirement-gathering exercise with all relevant BRPL stakeholders, including Engineering, CPMG, Procurement (C&M), Finance, and other concerned departments. Based on these consultations, the Bidder shall develop a high-level process analysis required for configuration of the digital platform, including preparation of detailed process flows, functional requirements and specifications, alert and notification mechanisms, dashboards, MIS reports, and analytical presentations, in consultation with BRPL.

As-Is, Gaps and To-Be document be prepared by bidder and shared with BRPL stakeholders.

**1.1.4 Development of Wireframes:**

Upon completion of the requirement-gathering phase, the Bidder shall prepare and submit detailed wireframes illustrating system workflows, user interfaces, and dashboards for review and approval by BRPL.

**1.1.5 Detailed Delivery and Implementation Plan:**

The Report shall outline a comprehensive delivery and implementation roadmap, including plans for User Acceptance Testing (UAT), Go-Live deployment, data security and protection, training, change management, and post-implementation support, and shall be submitted to BRPL for review and approval.

**1.1.6 Support for Implementation and Information Readiness:**

The Bidder shall ensure timely availability of all information, documents, records, and personnel required for software development and shall develop, provide implementation guidelines to enable effective and timely execution of the project.

The Bidder shall prepare and maintain an information-readiness checklist covering scheme data, masters, integration inputs, user roles, sample documents, historical records, and test data required for design, build, testing, and go-live. The Bidder shall ensure complete alignment with the engagement objectives.

**1.1.7 General Governance and Data Control Principles**

The Control Tower platform shall operate as an integrated governance, coordination, monitoring, and analytics layer for CAPEX schemes, while existing enterprise applications and approved digital tools shall continue to remain the systems of record for transactional processes such as procurement, inventory, finance, quality, and capitalization.

Each scheme record on the platform shall also retain the minimum planning and contextual attributes required for management reporting and traceability, including applicable CAPEX head / category and location summary, so that execution and monitoring records remain meaningfully linked to the originating scheme context.

The platform shall preserve approved baseline values for key dates, milestones, and other critical monitoring attributes. Any approved revision to such baseline values shall be version-tracked and auditable and shall not overwrite the earlier approved baseline.

Data received through integrations, manual uploads, or user entry shall remain traceable to its source, and the platform shall maintain appropriate logs, timestamps, and validation controls for such data.

The platform shall not duplicate transactional records maintained in source enterprise systems, and shall instead maintain only such linkage, status, and governance-level information as is required for monitoring, reconciliation, analytics, and reporting.

**1.2 Configuration and Implementation**

**1.2.1 Understanding Stakeholder Requirements:**

The Bidder shall undertake a comprehensive understanding of the functional and operational requirements of all stakeholders.

**1.2.2 Configuration and Onboarding of Projects:**

The Bidder shall configure the Control Tower Platform(CT) for capturing project related details including Scheme number, activity description, planned days and dates. The configurations will be done also to map various activities under the project WBS. Integrations will be developed to upload MS project files into Control Tower so that replica of the project will be available on the platform. All historical ongoing



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projects will be uploaded with the current status and timelines on Control Tower. All new projects data upload will be done by users as a part of ongoing activities.

At the time of project / scheme onboarding, the platform shall capture and preserve the minimum required contextual attributes for each scheme, including applicable CAPEX head / category and location summary, to support roll-up reporting, filtering, and traceability.

#### **1.2.3 User Access Controls and Role-Based Dashboards:**

The Bidder shall define and assign user roles, rights, and permissions to all relevant stakeholders for effective operation of the Control Tower platform. Based on the requirement admin key users, general users, from C&M, CES, CPMG, Finance, execution team roles will be developed. The platform shall provide robust user access controls and role-based dashboards tailored to the information needs of various user groups. Admin Panel will be developed to manage user roles rights and create new users / delete users.

#### **1.2.4 Risk, Impact & mitigation Monitoring:**

The platform shall include features enabling continuous monitoring, tracking, and reporting of risk associated with various types of project activities with impact analysis and measures to mitigate the same. Risk Scorecards shall also be included during the risk analysis.

#### **1.2.5 Statutory Compliance Monitoring:**

The platform shall include features of statutory compliances for monitoring tracking, and reporting.

#### **1.2.6 Digital Progress Monitoring & Integrations:**

The platform shall enable BRPL to digitally monitor and report project progress through comprehensive data capture, including integration with BRPL's existing digital systems or creation of necessary interfaces, ensuring no duplication of data entry.

For integrated data elements, the bidder shall define the source application, frequency of synchronization, field ownership, and exception-handling approach so that data captured or received through one application is consistently traceable and does not create parallel or conflicting records on the Control Tower platform.

#### ***Refer annexure A and B***

#### **1.2.7 Critical Action & Dependency Tracking:**

The platform shall support identification of pending critical actions and enable prioritization based on downstream impact using critical path methodology.

#### **1.2.9 Handover and Capacity Building:**

The Bidder shall hand over the configured Control Tower platform to BRPL after completing the required training and providing handholding support during the O&M period.

#### **1.2.9 Integrated Modular Structure:**

The platform shall include all modules necessary to fulfil the Scope of Work, including but not limited to:

- Project Configuration Module
- Project Progress Tracking with S-curve, Planned V/s Actual
- Engineering Module
- Procurement Module
- Construction / execution Module
- Compliance Tracking
- Budget Tracking
- Risk and Issue Management Module
- Project Closure Module
- Integrations with Existing Applications
- Integrated Dashboards and Reporting



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**1.2.10 Progress Monitoring through the activity dates on integrated platforms:**

The Bidder shall facilitate project progress monitoring based on scheduled dates and actual dates. The applications integrated with Control Tower will have scheduled dates of project activities and will be fetched for continuous monitoring and tracking. All stakeholders including C&M, CPMG, CES, Execution team & finance will enter the actual dates of respective activities on the respective applications.

All projects / schemes will be created on Microsoft Project for the FY in which project will Go\_live since start. All project activities status will be uploaded on Control Tower and will be available for monitoring. The platform shall preserve the approved baseline schedule and activity dates used for monitoring, and any subsequent revisions to key dates or timelines shall be controlled, version-tracked, and auditable so that planned, revised, and actual progress can be distinguished clearly. Mobile application shall be developed to capture actual date / time and quantum of work (Quantity / %).

**1.2.11 Requirement Traceability Matrix:**

The Bidder shall maintain a traceability matrix mapping all Functional Requirements Specifications (FRS) and new requirements incorporated into the system.

**1.2.12 Onsite Implementation Support:**

The Bidder shall deploy qualified manpower for implementation support, possessing strong project leadership, team coordination, solution design capabilities, and milestone-based project management skills.

**1.2.13 Training and On-boarding of Users:**

The Bidder shall assist BRPL, consultants, contractors, and all stakeholders in on-boarding and training activities. Admin-level training—including user creation, workflow modifications, and project on-boarding—shall be provided to BRPL personnel.

**1.2.14 Reporting and AI/ML-Ready Features:**

The platform shall generate project monitoring reports, including geo-tagged and time-stamped photographs, with filtering and sorting capabilities. Reports must be downloadable in multiple formats (e.g., .csv, .xls, .xlsx, .pdf). The system shall be capable of supporting future AI/ML features for analytics, red-flag detection and automated notifications.

Used cases examples:

LLM for querying various requirements i.e. Status of project, Progress of project, Critical activities, Issues WRT projects etc.

**1.2.15 Customizable & interactive Reports:**

The platform shall provide configurable reporting features to meet diverse departmental and stakeholder reporting needs.

All reports can be planned to be deployed on enterprise Visual Layer, Power BI, B4HANA, BO etc.

Cost effectiveness should be observed for any new platform.

**1.2.16 Hosting and Server Requirements:**

The platform shall be hosted on BRPL's cloud infrastructure. The Bidder shall provide detailed server and configuration specifications well in advance. If BRPL chooses to migrate data to another environment later, the Bidder shall ensure complete data migration at no additional cost.

**1.2.17 User Acceptance Testing (UAT) and Go-Live:**

The Bidder shall prepare test scripts for all scenarios and get them approved from BRPL. Bidder shall also conduct UAT with all stakeholders and resolve all reported bugs and observations prior to Go-Live, adhering to the timelines specified in this document.



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### 1.3 Testing Requirements

1.3.1 The Bidder shall be fully responsible for planning, executing, documenting, and managing all testing activities associated with the project. An independent QA/QC organization within the Bidder's team shall oversee the entire testing lifecycle, ensuring no conflict of interest and maintaining control over quality deviations, inspections, and test records. The QA/QC Manager will act as the custodian of all test documentation and will supervise witness testing and approvals.

1.3.2 The Bidder must prepare comprehensive Test Plans and Test Procedures covering factory and field testing. These plans shall outline daily schedules, roles and responsibilities, record-keeping mechanisms, and configuration/ change-control methods. Test procedures must detail test segments, set-up conditions, required tools, execution steps, and expected results with clear pass/fail criteria.

1.3.3 All test outcomes shall be captured in structured Test Records, referencing the respective procedures, test conditions, results, responsible engineers, and associated variance reports. Any deviation detected during dry-run or formal testing must be logged in a Variance Report, tagged with a unique ID, timestamp, references, conditions, and responsible personnel.

1.3.4 Testing may only begin once all approved test plans, procedures, design updates, and supporting documentation are available, and dry-run tests are completed. Tests will be deemed complete only when all variances have been resolved and all test records have been formally documented and issued.

1.3.5 Load testing of application needs to be carried out. VAPT test be conducted by BSES security team before the application is deployed in production system. All outcomes from the VAPT exercise (High, Medium or low category) be closed by the bidder.

### 1.4. User Acceptance Test

The User Acceptance test for the Control Tower shall be carried out as explained below:

1. In the Implementation and Go Live Phase post integration with all Control Tower applications and before Go live of the entire set of Applications hosted in the Cloud for Control Tower with all integrations.

User Acceptance testing before final Go-Live and Operation of solution would be considered as completed when the prerequisites including but not limited to the following are met:

- a. General Conditions for Control Tower application UAT to be completed include, but are not limited to:
  - Upgrade, customization, Service pack rollout.
  - Auto security patch upgrade
  - BUG fix rollout on SCC with minimum possible downtime and shutdown
  - Quick deployment of Applications on Cloud for Control Tower.
- b. All test scripts will be submitted by the Bidder and approved by BRPL before commencing the UAT.
- c. The Bidder shall be responsible for the testing processes such as planning (includes preparing test plans and defining roles and their responsibilities), preparation (consists of preparing test specification, test environment and test data) and execution (includes testing at various levels like unit level, integration level, system level and production etc.).
- d. The BIDDER shall complete Regression Testing with no major defects before commencing the UAT. There should be no showstoppers, or high or medium defects in the applications along with its integration at test phase. Only cosmetic errors are acceptable before UAT.
- e. During the test scenarios, for each of the business scenario, an acceptance criterion shall be defined. Acceptance criteria include expected behaviour of the system and its component and the expected results. Expected results form a part of the Exit Criteria. In addition to expected result and behaviours, some conditions should also be set true. They can be:



## BSES RAJDHANI POWER LIMITED

- Number of bugs to be discovered for a functional module. This depends on size of the functionality and is an indicator of amount of testing done.
- All High Priority errors from System must be fixed and tested before Go-Live.
- f. The Bidder shall also complete installation testing, security/ penetration testing and recovery / error testing.
- Installation Testing - Testing full, partial, or upgrade install/uninstall processes. The installation test for a release will be conducted with the objective of demonstrating production readiness. This test is conducted after the application has been migrated to the site. It will encompass the inventory of configuration items and evaluation of data readiness, as well as dynamic tests focused on basic system functionality. When necessary, a sanity test will be performed following the installation testing. After installation, if any bug is reported or there is non-compliance to requirements then a proper procedure shall be followed. Any Change Request shall be reported to the supervisor about the bug that will in turn get forwarded to Project Manager (PM). PM will forward the List of change request to Implementing Partner After the bug is fixed; it shall be reflected in the production copy after testing it.
- Security/Penetration Testing - How well the offered Control Tower applications, Cloud system and end to end solution protects against unauthorized internal or external access, wilful damage, etc.
- Recovery/Error Testing - Testing how well a system recovers from crashes, hardware failures, or other catastrophic problems.
- g. The Bidder may give a notice to BRPL requesting the issue of a User Acceptance Certificate after conducting the UAT as per the requirement of these Technical Specifications.
- h. After receipt of the Bidder's notice, BRPL shall within a reasonable period of time issue a User Acceptance Certificate; or notify the Bidder, in writing of any defect for deficiencies, objection to any system development or other reason for the failure of the UAT which in BRPL's opinion is not in accordance with the scope of work. (Define time)
- i. The Bidder shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the UAT. Once the Bidder has made such remedies, it shall notify BRPL, and BRPL, with the full cooperation of the Bidder shall carry out re-testing (UAT) of the Control Tower along with its integration with other (existing) system(s).

Go Live shall not commence prior to the formal sign-off of User Acceptance Testing

### 1.5 Monitoring through Dashboard and Analytics

#### 1.5.1 Development of Dynamic Project Tracking Dashboards:

The Bidder shall design and implement dynamic, real-time project tracking dashboards to monitor all projects across the entire development lifecycle.

#### 1.5.2 Comprehensive Business Insights:

The dashboards shall present holistic insights through relevant KPIs, summarizing the overall performance of projects on the Control Tower platform. Drill-down capabilities shall be provided to access granular data and detailed views of all captured information.

#### 1.5.3 End-to-End Project Visibility:

The dashboards shall enable BRPL to obtain a holistic and comparative view of all monitored projects, including project-wise timelines (estimated vs. actual), reasons for delays, progress deviations, and corresponding corrective actions.

#### 1.5.4 Advanced Analytics and Predictive Modelling:

The Bidder shall integrate advanced analytics and predictive models within the dashboard to forecast project outcomes, identify risks, and support timely interventions for project completion. The predictive tool shall provide the critical activities and overall critical projects with timelines with which they will be completed and the mitigation plan thereof.

#### 1.5.5 AI/ML-Enabled Decision Support:

The dashboard shall incorporate AI/ML-assisted analytics to provide actionable insights to BRPL's team through alerts on mails, enabling faster and more informed decision-making.

#### 1.5.6 Support for Management-Level Presentations:



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The Control Tower shall provide standard presentation for the delayed projects with the inclusion of critical activities, risks and reasons.

## **1.6 Integration with Existing Digital Tools of BRPL**

### **1.6.1 Identification of Integration Requirements:**

The Bidder shall assess BRPL's existing ERP, IT systems and other applications to identify all relevant integration points where APIs or data exchange interfaces are required.

For each identified integration, the bidder shall document the purpose of integration, key data fields to be exchanged, the source application, the scheme-level linkage to be maintained, and the frequency and mode of synchronization.

### **1.6.2 Implementation of System Integrations:**

The Bidder shall integrate the Control Tower platform with all approved integration points. BRPL shall facilitate this process by providing necessary access credentials, permissions, and system documentation.

### **1.6.3 Integration with Other Digital Tools and Project Management Systems:**

The Bidder shall integrate the Control Tower platform with other existing digital tools, including but not limited to:

- Need Validation Tracker
- SAP
  - Project Process
  - Budget Process
  - Procurement Process
  - MDCC Process
  - Quality & safety Process
  - EIC Process
  - Inventory Management Process
- GIS
  - CMG Dates
  - SLD Dates
- SRM
- PR Tacker
- MS Project
- Mobile Application to capture site activities

Present SAP-ECC version is EHP 7. Integration will be done through Rest API method and will be consumed by control tower application for all integration mentioned in above list.

APIs for all application i.e. NV, SRM, SAP, GIS, PR tracker will be developed by BRPL.

Where required information is not directly available in an integration-ready format, BRPL shall share Excel/CSV data dumps at predetermined intervals. The Bidder shall provide mechanisms within the Control Tower platform to upload, process, and incorporate such data through the user interface.

### **1.6.4 User-Friendly Interface:**

The Bidder shall ensure that the integrated Control Tower platform offers user-friendly interface that promotes seamless adoption and ease of use for all stakeholders.

### **1.6.5 User Acceptance Testing (UAT):**

The Bidder shall conduct comprehensive UAT to validate the end-to-end functionality of all integrations and confirm that the platform meets the specified functional requirements and project objectives.



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## 1.7 Data Safety and Confidentiality

### 1.7.1 Compliance with VAPT Guidelines:

The application and all associated components shall fully comply with guidelines and standards prescribed by VAPT.

### 1.7.2 Implementation of Robust Data Security Measures:

The Bidder shall implement comprehensive data security controls to safeguard sensitive project information and ensure adherence to applicable data protection regulations.

### 1.7.3 Confidentiality Obligations:

The Bidder shall maintain strict confidentiality, privacy, and secrecy in relation to all project data and information, including beneficiary data, system details, operations, facilities, management processes, and maintenance activities, throughout the duration of the engagement.

### 1.7.4 Application and Platform Security Requirements:

The deployed system shall adhere to the following security requirements:

- Prevention of unauthorized access to the main server, with login secured through two-factor authentication.
- Validation of all input fields at both client and server ends during submission.
- Securing all endpoints using strong authentication methodologies.
- Adherence to standard coding practices to prevent memory leaks, unreachable code, unhandled exceptions, and duplication.
- Protection of sensitive information through hashing, masking and appropriate encryption mechanisms.
- Safeguarding the application from bots, brute-force attacks and similar threats.

### 1.7.5 Pre-Go-Live VAPT Audit:

A third-party Vulnerability Assessment and Penetration Testing (VAPT) shall be conducted in the BRPL environment by a CERT-In empanelled agency arranged by the Bidder. All identified vulnerabilities must be fully resolved prior to Go-Live.

### 1.7.6 Support for Periodic Independent Audits:

The Bidder shall support BRPL in conducting periodic third-party or independent audits of the deployed application. Audit costs shall be borne by BRPL; however, all vulnerabilities identified during such audits shall be rectified by the Bidder.

### 1.7.7 Confidentiality Agreements:

All personnel deployed by the Bidder under this engagement shall sign the required confidentiality and non-disclosure agreements with BRPL.

## 1.8 Training and Capacity Building

### 1.8.1 Training Categories

The Bidder is required to organize following categories of training for the BRPL personnel:

- a) Professional Training - This is the training for the core group of implementation team of the BRPL. Training workshops approximately 5 will be required with trainees approximately 50nos. This team will comprise of members from all the Business Functions and IT sections. Each member would be trained in the relevant function/ module. This Training would be required to be given to all personnel. It is the responsibility of Bidder to deliver this training. Standard curriculum designed and agreed by the BRPL for software preferably shall be arranged by the BIDDER for each group.
- b) End User Training - The Bidder will provide training to the owner's team on a "Train the Trainer" basis. The BRPL's team so trained will then train all of the BRPL's end users. Training workshops approximately 5 will be required with trainees approximately 100 nos.



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These training sessions will be required to be conducted at any of the sites. The recommended training material can be in paper / electronic media with courses on Business Process Automation software fundamentals, business process overview, job activity training, and delivery options being on-line, , instructor led classrooms, etc.

#### **1.8.2 Identification of Trainees and Training Plan Development:**

In consultation with BRPL, the Bidder shall identify the list of stakeholders and users requiring training. The Bidder shall obtain approval from BRPL on the final list and accordingly prepare a detailed training plan, schedule, and curriculum.

#### **1.8.3 Training Infrastructure Support:**

BRPL shall make available the necessary training infrastructure, including training hall, seating arrangements, projector, and other administrative support.

#### **1.8.4 Training Assessment:**

The Bidder shall conduct training assessments to evaluate whether participants have attained the requisite skills and understanding to effectively use the platform.

#### **1.8.5 Knowledge Transfer Sessions:**

At the end of the project tenure, the Bidder shall conduct structured knowledge transfer sessions to ensure smooth handover and complete transition of operational knowledge related to the Control Tower platform. BSES will deploy few of the developers to understand the development being carried out by partner. So on the job learning during project management.

#### **1.8.7 Documentation:**

The Bidder shall provide complete documentation covering all processes, workflows, configurations and integrations and for the users in the Control Tower platform.

### **1.9 Deployment of Resources**

#### **1.9.1 Onsite Deployment of Project Team:**

The Control Tower Bidder shall deploy the onsite project team and resources, as specified in this document, for the entire duration of the engagement at BRPL's office and at other identified project or site locations, as required.

#### **1.9.2 Provision of Workspace and Leadership Responsibilities:**

BRPL shall provide suitable office space and facilities for the deployed personnel. The PMU Team Leader shall hold overall responsibility for project implementation, coordination, stakeholder management, and ensuring adherence to project timelines and deliverables.

#### **1.9.3 Engagement of Key Experts:**

The Bidder shall deploy or make available key experts, including certified PMP professionals and sector-specific domain experts, to support project execution. These experts shall interact with BRPL's senior professionals on a quarterly basis to provide guidance, share industry best practices, and offer insights for enhancing project performance.

### **1.10 Implementation and Support**

#### **1.10.1 Deployment of Project Team:**

Throughout the project duration, the appointed agency shall deploy the required team in accordance with the approved deployment schedule outlined in this document.

#### **1.10.2 Application and Project Expertise:**

The deployed Control Tower team shall possess comprehensive knowledge of the Control Tower Tool and all associated project workflows. The agency shall ensure the availability of a dedicated support team to promptly address and resolve any application-related issues, bugs, or functional challenges.

#### **1.10.3 Dashboard and Analytics Support:**



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The deployed team shall provide ongoing support to BRPL in generating dashboards, analytics, and insights to enable timely, data-driven decision-making. AI/ML-based tools may be leveraged for enhanced analytics and predictive insights.

### 1.11 Indicative Technology Stack

Below stack is indicative, Bidder may propose required development stacks/ platforms as per the current technology trends. Proposed Technology stack must be cost effective and final approval will be provided by BRPL. Technology licenses will be provided by BRPL and not covered in Bidder scope.

Sr.No.	Components	Technology / Tools
1	Backend (Applications, APIs & services)	.NET Core, C#: For developing the REST APIs required to integrate frontend with backend. To create consistent and modern API gateways for existing back-end services. Each transaction in the application will be secure and done through web APIs only. Its code can be reused regardless of targeted platform
2	Front end, dashboard, and reports	Angular 16.2.5 for frontend development including dashboard, basic forms and reports etc. A component-based framework for building scalable web applications. Each component consists of an HTML template, Type Script Class, CSS selector, CSS style. • HTML5/ CSS
3	Backend database	Oracle DB: For storing and retrieving data for managing relational data. Complete master, transactions, logs etc. will be stored in the database
4	Source Code Management tool	Azure DevOps Git Repos will be used to keep track of different versions of a source code and team collaboration on source code effectively.
5	Development IDE	Visual Studio 2019 or later: An integrated development environment (IDE) from Microsoft used to develop web applications, web apps and web services to produce both native code and managed code
6	Web Server	IIS: To accept and fulfil requests for content from a web application (HTML pages, files, images, data), web server will be required to deploy front-end & web API service. It will be used to run and host web front-end (web application) and web
7	SSL Certificate	Security certificate for web application

Please find below the AI tech stack for reference.

Backend	AI & ML	Frontend	Database
Python	Azure OpenAI	Next.js	Microsoft SQL Server (MSSQL)
FastAPI	Azure Foundary	React	Azure SQL Database
Uvicorn	Azure Cognitive Services	TypeScript	Redis
PyODBC (for MSSQL)		Tailwind CSS	Blob Storage
Pydantic (data validation)		Axios / Fetch API	



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## 1.12 Handover of the Digital Tool

### 1.12.1 Handover of Fully Functional Tool:

At the conclusion of the contract period, the Control Tower Bidder shall hand over the fully developed and operational Control Tower Tool to BRPL, including source code with all features, functionalities, configurations, and components implemented during the engagement.

The handover shall also include all configuration settings, workflow definitions, integration mappings, report logic, audit logs, and historical baseline records necessary for continued operation, traceability, and administration of the platform.

### 1.12.2 Post-Contract Support and Renewals:

Following the expiration of the contract, BRPL may continue operating the tool independently. The Bidder shall not be required to provide updates, enhancements, or additional support unless the contract is renewed. Any further services requested by BRPL beyond the contract period may be provided at mutually agreed effort-based rates.

### 1.12.3 Knowledge Transfer and Technical Handover:

If BRPL elects to manage the Control Tower platform internally or transition O&M responsibilities to another Bidder, the outgoing Bidder shall ensure a complete and seamless handover. This shall include transfer of all technical documentation, configuration details, development logs, source code developed specifically for BRPL, and necessary operational knowledge to enable uninterrupted system operation.

### 1.12.4 Ownership and Usage Rights:

The Control Tower platform customized and deployed for BRPL shall be non-transferable and exclusively for use by BRPL and its stakeholders. All customizations, components, and resources developed for BRPL shall be the sole property of BRPL and shall not be reused, replicated, or deployed by the Bidder for any other client or purpose. A Non-Disclosure Agreement (NDA) reflecting these conditions shall be executed between BRPL and the appointed Bidder.

## 1.13 Change Request Management

The Control Tower Bidder shall address Change Requests raised by BRPL during the contract period. A Change Request shall include any deviation or enhancement required after submission and approval of the Wireframe Document, arising from changes in any of the following areas:

- Functional changes in the application
- Development of new modules, forms, or reports within the existing application
- Modifications to the core application framework
- Integration with any new system

### 1.13.1 During the Defect Liability Period

All rectifications and corrections in the deployed Control Tower application shall be carried out by the Bidder at no additional cost during the Defect Liability Period.

### 1.13.2 Identification and Documentation of Change Requirements

BRPL shall document the need for a Change Request, including the initiator, date of initiation, description of the required change, and the priority level.

### 1.13.3 Analysis and Evaluation of Change Request

The Bidder shall analyze the proposed change and document its impact on effort, cost, schedule, and affected components. Effort estimation shall follow standard industry practices (e.g., Function Point Analysis). The estimated effort shall be mutually agreed upon prior to approval.

### 1.13.4 Approval or Rejection of Change Request

BRPL shall approve or reject the Change Request after discussions with the Bidder regarding cost, timeline, and impact on ongoing activities.



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### **1.13.5 Implementation of Change**

Upon approval, the Bidder shall implement the change in accordance with the agreed cost, effort, and schedule.

### **1.13.6 Verification of Change**

BRPL shall verify the implementation of the approved change to confirm compliance with the requirements.

### **1.13.7 Documentation of Completed Change**

The Bidder shall prepare and submit a Release Note for each completed Change Request, for BRPL's review and approval.

#### **Additional Provisions**

- Any change outside the agreed Schedule of Services that has financial or time implications shall be undertaken only after obtaining *in-principle* written consent from BRPL.
- Effort estimation and change implementation shall run in parallel, wherever feasible, to minimize turnaround time.
- Written approval regarding any cost implication must be obtained from BRPL before implementing changes.

#### **Exclusions from Change Request Definition**

The following shall not be considered Change Requests and must be addressed by the Bidder without any additional cost:

- Any major or minor bug fixes during the Warranty/Defect Liability Period
- Feature stabilization activities during the Warranty/Defect Liability Period
- Logical corrections or rectification of errors in already implemented features throughout the engagement

## **Functional Requirements**

### **2.1 Project Configuration Module**

The Project Configuration Module shall enable the setup, customization, and management of project-specific settings to ensure alignment with BRPL–BSES Delhi's organizational standards and project requirements. It shall ensure accurate definition and maintenance of all project parameters throughout the project lifecycle. Key functional requirements include:

- **Project Setup:**

The system shall provide guided functionality to configure new projects, including entry of basic project details, stakeholder information, and project objectives.

- **Project Parameters Configuration:**

The system shall allow configuration of essential project attributes such as project type, schedule duration, budget, required resources, and key milestones.

The configuration shall also define the approved baseline values for key dates, milestones, and other monitoring attributes, so that subsequent revisions, if any, can be tracked separately without loss of the original baseline.

- **Custom Fields:**

The system shall support the creation of custom fields to capture additional project information specific to BRPL–BSES Delhi's requirements.

- **Role-Based Access Control:**

The system shall incorporate role-based access mechanisms to ensure only authorized users can modify project settings or access sensitive project information.



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- **Audit Trail & Documentation:**

The system shall maintain a full audit trail of configuration changes and actions, and also support secure storage and management of all project documents.

## 2.2 Project Progress Tracking Module

The Project Progress Tracking Module shall enable real-time monitoring of project execution to help ensure projects remain on schedule, within budget, and aligned with defined objectives. It shall provide high visibility into project health, enable proactive decision-making, and support timely corrective actions. Functional requirements include:

- **Monitoring Through Schedule dates:**

The system shall be configured with the schedule received from BRPL. The schedule used for monitoring shall preserve the approved baseline, and any subsequent changes to activity dates or sequencing shall be controlled and recorded in a manner that allows comparison of baseline, revised, and actual progress.

- Stakeholders shall periodically update progress and manage Request for Inspection (RFI) workflows within the platform.
- The tool shall generate customizable progress reports, analytics, and trend analysis.
- If BRPL–BSES Delhi requires deeper activity-level tracking, detailed breakdown structures shall be provided and configured accordingly.
- The Bidder shall advise BRPL on best scheduling and monitoring practices.

- **Real-Time Project Dashboard:**

The system shall display real-time project metrics including physical progress, budget utilization, resource allocation, and milestone status. Real-time accuracy will rely on timely data entry by field Staff and integration data transfer. The Project team leaders shall coordinate with stakeholders, on a best-effort basis, to ensure timely data submission.

- **Task Tracking:**

The system shall enable detailed tracking of tasks, including current status, assigned team members, deadlines, and task dependencies.

- **Progress Reporting:**

The system shall generate periodic progress reports capturing project status, achievements, challenges, and recommended mitigation measures.

- **Issue and Risk Reporting:**

The system shall support recording, monitoring, and escalation of project issues and risks, including tracking of mitigation and response actions.

- **Budget Tracking:**

The system shall track project expenditures against approved budgets, support variance analysis, and enable monitoring of financial adjustments.

- **Schedule Management:**

The system shall support management of project timelines, milestones, schedule deviations, and potential delays.

Revisions are happening on the basis of changed scheduled times in the project scheduling tools of BSES, all these revisions along with the changes should be integrated in the Control Tower for comparative analysis.



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- **Alerts and Notifications:**

The system shall generate automated alerts and notifications related to upcoming deadlines, overdue tasks, budget deviations, and critical project updates.

- **Audit Trail & Documentation:**

The system shall maintain a detailed history of all progress updates, changes, and actions, in addition to managing project-related documents securely.

## 2.3 Material Planning and Procurement Module

Consolidate common material across all schemes. Identify what common materials are needed and funnel them in 3/6/12 months buckets. NB to PR to Procurement Process remains manual. Bidding and auction process also remains manual. Material planning data will be integrated from SAP. Bidder is supposed to show the consolidated view.

### Procurement Tracking Module

The Procurement Tracking Module shall enable comprehensive monitoring of the entire procurement lifecycle—from initiation and vendor engagement to delivery and documentation. It shall promote transparency, improve accountability, and ensure timely execution of procurement activities across all BRPL–BSES Delhi projects.

#### Key Functional Requirements

- **Tracking of Items under procurement:**

The system shall monitor procurement dates, (tendering, evaluation, ordering etc), including vendor delivery schedules and fulfilment status. While the digital tool shall support these features, BRPL Staff shall be responsible for regular data entry.

- **Project Plan Tracking:**

The system shall support procurement-related plan tracking, aligning orders and deliverables with project milestones, schedules, timelines, and resource requirements.

Linking of Material procurement and project tracking shall be done through material allocation module to be developed separately so that materials pipeline and procurement done in general pool combining NVs of different projects could be allocated and re-allocated to specific projects based on project priority (Auto) and manual override.

## 2.4 Scheme-wise Material Planning, Allocation & CWIP Elimination

Material planning and allocation requirement will be discussed for development outside Control Tower in SAP. Detailing will be done with CPMG during project phase. Integrations will be done with SAP to display required material planning data control tower.

### 2.4.1 Purpose & Strategic Objective

This module shall address one of BRPL’s most critical CAPEX execution challenges:

**CWIP arising due to partial, delayed, or incorrect allocation of materials to CAPEX schemes**, despite consolidated procurement.

The purpose of this module is to establish a **system-driven, rule-based, and auditable framework** for:

- Scheme-wise material planning
- Consolidated procurement with scheme-level traceability
- Automated material reservation and allocation
- Elimination of artificial CWIP caused by allocation gaps
- Enabling clean, timely capitalization of assets

This module shall be treated as a **non-negotiable, core capability** of the Digital CAPEX Backbone.

### 2.4.2 Material Governance Philosophy

The proposed solution shall enforce the following principles:

- **Material requirement must be defined before procurement**
- **Allocation must be system-driven, not manual**
- **Allocation completeness is a prerequisite for capitalization**
- **CWIP due to allocation gaps must be visible, classified, and escalated**
- **Consolidated procurement shall not dilute scheme-level accountability**

### 2.4.3 Scheme-wise Digital Bill of Materials (BoM)

#### 2.4.3.1 Mandatory BoM Creation

- Every CAPEX scheme shall mandatorily have a **digitally defined Scheme-wise Bill of Materials (BoM)** prior to execution
- BoM shall be defined at **material master / item-code level**
- BoM creation shall be owned by the Planning / Engineering function

#### 2.4.3.2 Minimum BoM Attributes

Each BoM line item shall capture, at a minimum:

- Material code and description
- Unit of measure
- Planned quantity
- Estimated rate / value
- Capitalization category
- **Capitalization-critical flag**
- Delivery / consumption phase (where applicable)

#### 2.4.4 BoM Approval, Freeze & Version Control

- BoM shall undergo defined approval workflows prior to freezing
- Once frozen:
  - BoM shall serve as the **basis for procurement aggregation**
  - No ad-hoc material allocation shall be permitted
- Any BoM revision shall:
  - Require approval
  - Be version-controlled
  - Retain historical traceability
- BoM changes after procurement initiation shall be tightly governed

#### 2.4.5 Consolidated Demand Aggregation



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#### 2.4.5.1 Demand Pooling Logic

- The system shall aggregate BoMs across:
  - Schemes
  - CAPEX heads
  - Financial years
- Aggregation shall generate:
  - Consolidated material demand
  - Scheme-wise breakup of quantities and values

#### 2.4.5.2 Procurement Mapping

- Consolidated tenders, POs, and contracts shall be digitally mapped to:
  - Multiple schemes
  - Multiple BoMs
- One-to-many and many-to-many mappings shall be supported

#### 2.4.6 Scheme-wise Material Reservation Engine

##### 2.4.6.1 Reservation Philosophy

- Upon placement of PO:
  - Material quantities shall be **logically reserved scheme-wise**
  - Reservation shall be based on approved BoMs
- Reservation shall occur **prior to GRN and store issue**

##### 2.4.6.2 Reservation Attributes

The system shall track, scheme-wise:

- Reserved quantity
- Received quantity
- Issued quantity
- Balance pending quantity

Reservation status shall be visible to:

- Planning
- Stores
- Finance
- Project execution teams

#### 2.4.7 GRN, Stores & Allocation Control

##### 2.4.7.1 GRN Integration

- GRN postings shall automatically update:
  - Reservation fulfillment
  - Pending balances



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- Partial GRNs shall proportionately satisfy scheme reservations

#### **2.4.7.2 Allocation Rules**

- Material allocation to schemes shall be:
  - **System-driven**
  - Based on reservation priority
- Manual override of allocation shall be:
  - Restricted
  - Approval-based
  - Fully auditable

#### **2.4.8 All-or-Nothing Allocation for Capitalization-Critical Materials**

- Certain materials shall be flagged as **capitalization-critical**
- For such materials:
  - Partial allocation shall not be permitted without exception approval
  - Scheme shall not be eligible for capitalization unless:
    - 100% quantity is allocated
- This rule shall directly prevent artificial CWIP

#### **2.4.9 Material-to-Scheme-to-Asset Traceability**

- Every store issue shall be mandatorily tagged to:
  - Scheme ID
  - Asset ID (where applicable)
- The system shall prevent:
  - Orphan material issues
  - Cross-scheme material leakage
  - Duplicate allocation of the same quantity

#### **2.4.10 CWIP Auto-Detection due to Material Allocation Gaps**

The system shall automatically identify schemes where:

- Physical execution is complete, but
- Material allocation is partial or pending

Such schemes shall be classified as:

##### **CWIP – Material Allocation Pending (Critical)**

These schemes shall be:

- Auto-flagged
- Highlighted in dashboards



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- Escalated for immediate corrective action

## **2.4.11 Exception Handling & Controlled Deviations**

### **2.4.11.1 Allowed Exceptions**

Controlled exceptions may include:

- Emergency material diversion
- Scheme re-phasing
- Approved scope changes

### **2.4.11.2 Exception Governance**

All exceptions shall:

- Require approval
- Capture reason codes
- Be logged with full audit trail
- Be visible in CWIP analytics

## **2.4.12 MIS, Dashboards & Analytics**

### **2.4.12.1 Standard Reports**

- Scheme-wise BoM vs allocation status
- Unallocated inventory by material
- CWIP attributable to allocation issues
- Aging of reserved but unissued materials

### **2.4.12.2 Management Dashboards**

- Schemes blocked due to allocation gaps
- Artificial CWIP value and trend
- Material bottleneck indicators

## **2.4.13 Integration with Financials & Capitalization**

- Material allocation completion shall be a **mandatory pre-condition** for:
  - Scheme closure
  - Capitalization
- Financial postings shall reconcile with: and
  - Allocated quantities
  - Scheme-wise material consumption
- Partial capitalization rules shall be governed and auditable

## **2.4.14 Audit, Compliance & Regulatory Readiness**

- All material planning and allocation records shall be:



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- Time-stamped
- User-traceable
- Non-editable retrospectively
- Reports shall support:
  - Statutory audit
  - Regulatory submissions
  - Internal vigilance checks

#### **2.4.15 Acceptance Criteria (Mandatory & Testable)**

The solution shall be considered compliant only if it can demonstrably:

- Digitally define BoMs for thousands of schemes
- Aggregate material demand across schemes
- Auto-reserve material scheme-wise against consolidated procurement
- Prevent untracked or partial allocation
- Identify and eliminate CWIP arising due to allocation gaps
- Enable clean, timely capitalization

### **2.5 Engineering Module**

The Engineering Module shall enable systematic monitoring, review, and control of all engineering activities associated with BRPL projects. It shall ensure that engineering deliverables are developed, reviewed, approved, and updated in a timely and transparent manner, while maintaining full traceability across all stages of the engineering lifecycle. Post Order Module would be developed and integrated with this module.

#### **Key Functional Requirements**

- **Engineering Document Management:**

The system shall facilitate the upload, storage, version control, and retrieval of engineering drawings, technical documents, design reports, and specifications. It shall ensure that only authorized users can upload or modify engineering files.

- **Design Review & Approval Workflow:**

The system shall support structured workflows for review, comment resolution, and approval of engineering deliverables by BRPL, Vendors. It shall track submission dates, reviewer comments, revisions, and approval timelines. Workflow shall be of two types – Equipment Engineering (for all equipment – engineering /department to be assigned at spec & tender stage with option to change at later stage), Project Engineering (applicable only for EHV / Turnkey / Special projects / Optional tagging at project scheduling stage).

- **Design Status Tracking:**

The system shall enable tracking of the status & timelines of all engineering deliverables, including:

- Drawings under preparation
- Submitted for review
- Under review



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- Approved with comments
- Final approval
- Issued for Construction/Execution
- Equipment Engineering: Submission, Comment, Resubmission, approval, Released for Manufacturing
- Project Engineering: Preparation / Submission, Comment, Modification / Resubmission, Approval, Released for Construction
- **Integration with Project Schedules:**

The module shall link engineering deliverables to corresponding schedule activities, enabling monitoring of dependencies and critical engineering milestones.
- **Design Change / Revision Control:**

The system shall maintain complete revision history with audit trail features for every engineering file. It shall track revisions due to site conditions, regulatory changes, or design modifications.
- **Material Submittals & Technical Approvals:**

The system shall track submissions of vendor datasheets, catalogues, and material proposals for technical approval, along with reviewer comments and approval status.
- **Alerts & Notifications:**

Automated alerts shall be generated for delays in deliverables, pending approvals, overdue comments, and expiring submissions.
- **Audit Trail & Documentation:**

The system shall maintain full audit logs for all engineering actions, along with secure storage of engineering documents and correspondence.

## 2.6 Construction & Execution Module

The Construction & execution Module shall provide end-to-end digital oversight of all construction & execution activities across BRPL projects. It shall enable real-time monitoring, milestone tracking, quality checks, and on-site data capture to ensure that construction & execution progresses as per approved plans, timelines, and standards. The module shall support seamless coordination among BRPL staff and field teams.

### Key Functional Requirements

#### A. Construction & Execution Activity Tracking

- **Activity & Milestone Tracking:**

The system shall monitor all construction & execution activities as per defined schedules, including start dates, completion dates, dependencies, and critical path visibility.
- **Physical Progress Monitoring:**

The platform i.e mobile and web application shall capture physical progress through percentages, quantity-based measurements, geo-tagged photos and time-stamped field updates.

#### B. Field Data Capture & Quality Assurance

- **Field activity Workflow:**

Quality inspection process in SAP will be integrated with Control Tower for inspection request and various types of test Sheets. Quality inspector update data in SAP and certificate is prepared based on type of project. Control Tower will be integrated with quality process for all information to be displayed on dashboard.
- **Quality Checklists:**

The module shall support Quality process developed in SAP to display checklists NCs, addressing NCs for various execution activities.



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- **Material Consumption Tracking:**

The system shall display materials received, issued, and consumed at site, enabling reconciliation against BOQ and planned quantities from SA

**D. Construction & execution Progress Reporting**

- **Daily/Weekly Progress Reports (DPR/WPR):**

The system shall generate DPRs and WPRs including physical progress, site constraints, completed activities, and upcoming work plans.

- **Look-Ahead Schedules:**

The module shall support preparation and tracking of 1-week, 2-week, and monthly look-ahead schedules.

- **Progress Analytics & Dashboards:**

The tool shall offer graphical dashboards showing:

- Planned vs. actual progress
- Delays and reasons
- Productivity indicators

**D. Safety and Compliance Tracking**

- **Safety Observation & Incident Reporting:**

The system shall enable to integrate site safety observations, near-misses, and incidents from RAKSHAK (Safety Incident Management Application).

- **Deviation Management**

System will enable to flag the deviations – for eg: from regulatory deadline, Safety protocols, carbon credits, waste management etc.

## 2.7 Risk and Issue Management Module

The Risk and Issue Management Module shall provide a structured and proactive framework for identifying, assessing, tracking, and mitigating risks and issues across all BRPL projects.

The module shall enable early detection of potential challenges, support data-driven decision-making, and ensure accountability through clear tracking and escalation mechanisms.

### Key Functional Requirements

**A. Risk Management Features**

- **Risk Identification:**

The system shall allow stakeholders to identify and log risks at any stage of the project lifecycle, including technical, financial, contractual, environmental, and schedule-related risks.

- **Risk Categorization & Classification:**

Stakeholders shall be able to classify risks based on categories, such as:

- Schedule risks
- Cost risks
- Engineering risks
- Procurement risks
- Execution risks



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- Legal/Regulatory risks

- **Risk Assessment:**

The system shall support qualitative and quantitative assessment (Risk Score) of risks based on probability, impact, severity, and risk level (High/Medium/Low).

- **Risk Mitigation Planning:**

The system shall enable users to define mitigation strategies, assign responsibilities, estimate timelines, and track implementation progress.

- **Risk Register:**

A consolidated risk register shall be maintained, capturing:

- Risk description
- Impact area
- Root cause
- Assigned owner
- Mitigation actions
- Expected date of closure
- Current status

- **Risk Trend Analysis:**

The tool shall provide trend analytics to identify recurring risks, emerging patterns, and areas requiring immediate attention.

## **B. Issue Management Features**

- **Issue Identification & Logging:**

The module shall support logging of issues encountered during engineering, procurement, construction, execution or commissioning phases.

- **Escalation Workflow:**

The system shall support issue escalation workflows based on predefined SLAs to ensure timely resolution through higher-level intervention when required.

- **Action Tracking:**

The system shall enable assignment and monitoring of corrective actions, with responsibility tracking and expected timelines.

- **Issue Closure:**

The module shall provide a structured process for issue review, verification of corrective actions, and formal closure.

## **C. Alerts, Notifications & Dashboards:**

- Automated alerts for:

- High severity risks
- Pending mitigation actions
- Overdue issues
- SLA breaches
- Escalation triggers

- Dashboards shall provide:

- Heat maps for risks
- Issue severity distribution



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- Risk and issue trend analysis
- Category-wise and project-wise views

## 2.8 Compliance Tracking Module

The Compliance Tracking Module shall enable end-to-end monitoring of statutory, regulatory, contractual, and internal compliance requirements associated with BRPL projects. (All key dates will be updated by the respective team members. If this data is coming from any internal application it will be integrated with PCT to show the status on the dashboard and provide the alerts and notifications as configured in PCT.)

### Key Functional Requirements

#### A. Compliance Reporting & Dashboards

- **Dashboards & Analytics:**

Real-time dashboards shall provide:

- Compliance percentage
- Trend analysis
- Category-wise compliance status
- Non-compliance summaries
- The module shall ensure timely fulfilment of obligations, reduce compliance risks, and provide complete transparency on adherence status across all projects and stakeholders. It shall support proactive identification of gaps and streamline documentation to ensure audit readiness at all times.
- Existing application of compliance at BRPL will be reviewed to incorporate capex scheme related compliances.
- These compliances will be integrated on control Tower application

## 2.9 Vendor Performance Evaluation score.

**2.9.1** The purpose of this vendor evaluation is to establish a **data-driven, transparent, and auditable framework** for monitoring, evaluating, and governing vendor performance across the entire CAPEX lifecycle. Vendor performance evaluation will be detailed separately with C&M, CPMG, CES and execution departments and will be developed on the respective platforms i.e. SAP, Vendor collaboration portal etc. The scores will be integrated with Control Tower application in the phase 2 (after Go-Live).

This process shall ensure that:

- Vendor performance is **measured objectively**, not subjectively
- Poor performance is **detected early**, not after scheme failure
- Vendor accountability is maintained across **time, quality, safety, and compliance**
- Vendor behavior directly influences **future procurement decisions**
- Vendor performance shall be **scheme-agnostic but data-cumulative**
- Performance shall be measured **continuously**, not only at contract closure
- Delay attribution shall be **fact-based and evidence-linked**
- Vendor performance data shall influence:
  - Payment approvals
  - Future tender eligibility

Vendor performance shall be evaluated across **multiple dimensions**, including but not limited to:



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#### **2.9.1.1 Time Performance**

- Adherence to contract milestones
- Delay frequency and duration
- Impact on critical path

#### **2.9.1.2 Quality Performance**

- Quality inspection pass / fail rates
- Non-conformance occurrences
- Rework incidents

#### **2.9.1.3 Safety Performance**

- Safety violations
- Near-miss incidents
- Compliance with safety protocols

#### **2.9.1.4 Commercial & Compliance Performance**

- Contractual compliance
- Responsiveness to issues
- Documentation discipline

#### **2.9.2 Vendor Scorecard shall be visible on Control Tower**

- Scorecards shall be generated:
  - Scheme-wise
  - Contract-wise
  - Vendor-wise (cumulative)
- Vendor scorecards shall be visible to:
  - Procurement teams
  - CAPEX management
  - Finance (for payment controls)

#### **2.9.3 Integration with Procurement, Execution & CWIP**

Vendor performance data shall feed into Control Tower for

- Procurement decision-making
- Execution risk classification
- CWIP root-cause analysis

Vendor-driven CWIP shall be:

- Separately reported
- Escalated for corrective action

#### **2.9.3 Acceptance Criteria (Mandatory)**

The solution shall be considered compliant only if it can demonstrate:

- Track vendor performance across all CAPEX schemes
- Attribute delays objectively and audibly
- Generate cumulative vendor scorecards
- Enforce performance-linked controls



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- Provide defensible records for audit and legal review

## 2.10 Dashboards and MIS Reports Module

The Dashboards and MIS Reports Module shall provide advanced, real-time monitoring and reporting capabilities to support effective project management and informed decision-making across BRPL. This module shall offer multi-level visibility into project performance, resource utilization, financial progress, risk exposure, and overall operational efficiency. It shall include role-based access, customizable visualizations, drill-down analytics, and mobile-friendly interfaces to ensure that stakeholders at all levels have access to accurate and actionable insights.

The dashboards shall consolidate relevant KPIs, enable detailed tabular and graphical data views, support advanced analytics, and allow seamless sharing of insights within and outside the organization.

### Key Functional Requirements

- **Real-Time Performance Monitoring Dashboard:**

The module shall provide real-time dashboards covering all stages of the project lifecycle, enabling ongoing performance monitoring.

- **Access to Project KPIs:**

The system shall display project performance KPIs at Operational, Tactical, and Strategic levels, supporting holistic evaluation and progress tracking.

- **Role-Based Activity Tracking (If applicable)**

The dashboards shall be role-based, offering tailored views and activity trackers specific to BRPL's executives, engineers, contractors, consultants, and project managers.

- **Comprehensive Project Performance Monitoring:**

The system shall provide dashboards to monitor performance at multiple levels, including:

- Division wise/department wise/project wise

These dashboards shall display metrics such as:

- Project counts and portfolio summaries
- Pending activity alerts
- Delay analysis and overdue items
- Milestone achievement status
- Financial progress and expenditure trends

- **Overall Project Portfolio Dashboard:**

A consolidated portfolio dashboard shall provide visibility into overall targets, delayed projects, critical issues, exceptions, and risk indicators. Users shall be able to drill down from such portfolio summaries to the underlying CAPEX heads, location (constituencies, divisions etc.)

- **Project-Level Charts & Graphical Analysis:**

The system shall generate project-level charts to illustrate progress across engineering, procurement, construction, execution, risk, compliance, and closure activities.

- **Schedule Analysis Dashboard:**

The system shall provide detailed schedule analysis including planned vs. actual timelines, delay reasons, and corrective actions initiated.

- **Physical Progress Analytics:**

The system shall analyze and display physical progress across all activities, integrating geo-tagged images and field updates where applicable.

- **Financial Progress Analytics:**



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The dashboards shall reflect financial performance indicators such as sanctioned budget, commitments, expenditure, variances, and cost overrun trends.

- **Mobile Compatibility:**

Dashboards shall be accessible on Android and iOS mobile devices, ensuring availability of critical information anytime, anywhere.

The Bidder shall present the requisite module interfaces for each module prior to finalization. On a best-effort basis, the Control Tower team shall configure the digital tool in alignment with BRPL's workflows and operational requirements.

## 2.11 CWIP Aging Analysis Module

### 2.11.1 Purpose

The purpose of this module is to provide **complete visibility, classification, and control over Capital Work-in-Progress (CWIP)** across all CAPEX schemes, and to eliminate artificial CWIP arising from execution, material, or allocation inefficiencies.

The system shall enable BRPL to:

- Identify **why** CWIP exists (not just how much)
- Distinguish between **genuine and artificial CWIP**
- Forecast scheme completion with high accuracy
- Support timely capitalization and regulatory reporting
- Improve management predictability and accountability
- All CWIP data resides in existing systems; Control Tower fetches and displays in dashboard

### 2.11.2 CWIP Governance Philosophy

The Digital CAPEX Backbone shall enforce the following CWIP governance principles:

- CWIP is a **temporary state**, not an outcome
- CWIP must be **classified by cause**
- CWIP aging must be **continuously visible**
- Artificial CWIP shall be **system-identified and escalated**
- CWIP closure shall be **digitally driven**, not manually certified

The platform shall maintain visibility of such readiness and linkage conditions without duplicating the capitalization or asset-accounting transactions performed in the source enterprise systems.

### 2.11.3 CWIP Definition & Scope

CWIP shall include all expenditure incurred on CAPEX schemes that has not yet been capitalized due to incomplete physical, material, or approval conditions.

CWIP shall be tracked at:

- Scheme level
- Cost head level
- Asset category level
- Financial year level

### 2.11.4 CWIP Classification Framework (Mandatory)

The system shall **mandatorily classify CWIP** into the following mutually exclusive buckets:

#### **CWIP Bucket 1 – Execution Pending**

- Physical work not completed
- Activities incomplete as per WBS



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- Vendor or ROW delays

#### **CWIP Bucket 2 – Material Receipt Pending**

- Physical work dependent on material not yet received
- GRN pending against PO
- Import / supply chain delays

#### **CWIP Bucket 3 – Material Allocation Pending (Critical)**

- Material received but **not fully allocated to scheme**
- Partial or incorrect allocation
- Scheme physically complete but allocation incomplete

#### **CWIP Bucket 4 – Capitalization Approval Pending**

- Physical & material completion achieved
- Capitalization / asset creation approvals pending

The system shall **not allow manual override of CWIP classification** without approval and audit trail.

### **2.11.5 CWIP Aging Logic**

#### **2.11.5.1 Aging Computation**

CWIP aging shall be calculated from:

- Date of first expenditure OR
- Date of physical completion (where applicable)

Aging shall be reported in configurable buckets such as:

- < 3 months
- 3–6 months
- 6–12 months
- 12 months

#### **2.11.5.2 Prolonged CWIP Identification**

Schemes exceeding defined aging thresholds shall be:

- Auto-flagged
- Escalated to management
- Required to submit closure action plans

#### **2.11.6 Artificial vs Genuine CWIP Identification**

The system shall automatically identify **artificial CWIP**, including but not limited to:

- Physical completion achieved, but:
  - Material allocation incomplete
  - Capitalization approvals delayed
- CWIP caused by:
  - Manual allocation gaps
  - Documentation delays
  - System/process inefficiencies

Artificial CWIP shall be:

- Separately reported



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- Highlighted in management dashboards
- Subject to higher escalation priority

### **2.11.7. Forecast-to-Complete**

#### **2.11.7.1 Purpose**

The F2C shall predict:

- Expected scheme completion date
- Expected final cost
- Residual risks impacting closure

#### **2.11.7.2 Forecast Logic**

F2C shall consider:

- Remaining WBS activities
- Material availability and allocation status
- Vendor performance history
- Financial commitments and pending invoices
- Identified risks and delay trends

Forecasts shall be:

- Automatically recalculated on data updates
- Compared against baseline forecasts
- Stored historically for accuracy tracking

### **2.11.8 Overrun Identification & Control**

#### **2.11.8.1 Cost Overruns**

The system shall identify:

- Budget overruns
- Likely overruns based on F2C
- Cost escalation driven by delays or rework

#### **2.11.8.2 Schedule Overruns**

- Slippage beyond approved timelines
- Impact of critical path delays
- Cascading delay effects across linked schemes

### **2.11.9 CWIP Dashboards & MIS**

#### **2.11.9.1 Role-Based Dashboards**

Dashboards shall be available for:

- **Board / Top Management**
  - Total CWIP
  - Artificial vs genuine CWIP
  - Aging profile
- **CAPEX & Finance Heads**
  - Scheme-wise CWIP
  - Bucket-wise analysis
- **Project Teams**



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- Closure blockers
- Pending actions

#### **2.11.9.2 Standard MIS Reports**

- Scheme-wise CWIP aging
- CWIP by bucket and root cause
- Artificial CWIP trends
- F2C accuracy reports
- Overrun risk register

#### **2.11.10 Escalation & Accountability Framework**

- CWIP beyond defined thresholds shall trigger:
  - Auto-escalation to defined authority levels
  - Mandatory corrective action plans
- Repeated artificial CWIP shall be tracked department-wise
- Accountability reports shall support management review

#### **2.11.11 Integration with Capitalization & Asset Creation**

- CWIP closure shall be automatically triggered once:
  - Physical completion = 100%
  - Material allocation = 100%
  - Required approvals completed
- Partial capitalization shall be governed through defined rules
- Asset creation shall be digitally linked to CWIP closure

#### **2.11.12 Audit, Regulatory & Compliance Requirements**

- CWIP data shall be:
  - Fully auditable
  - Traceable to source transactions
- Historical CWIP records shall not be overwritten
- Reports shall support regulatory submissions and statutory audit

#### **2.11.13 Acceptance Criteria**

The solution shall be considered compliant only if it can demonstrably:

- Classify CWIP by root cause automatically
- Identify and highlight artificial CWIP
- Forecast scheme completion accurately
- Provide actionable dashboards for CWIP reduction
- Enable faster and cleaner capitalization

#### **Additional AI and other Points to be included:**

A mobile application must enable field teams to update schedules, submit progress, upload geotagged data, and perform offline data entry with auto-sync when online.

The tool must include an AI-driven predictive analytics module capable of forecasting delays, cost impacts, material risks, and resource bottlenecks using both historical and real-time data.



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The platform must provide an AI-based chatbot that supports FAQ responses, document lookups, workflow guidance, and end-to-end knowledge management across web and mobile devices.

The scheduling module must comply with DCMA 14-point schedule health assessment standards, providing automated checks, reports, logic validation, and recommended corrective actions.

The system must include AI-assisted schedule creation that generates project schedules based on industry norms, historical project patterns, and standard workflows for the power distribution sector.

An AI-powered schedule analyzer must identify schedule gaps, unrealistic durations, missing dependencies, and optimization opportunities, with continuous learning specific to power distribution projects.

The solution must support industry-specific configurations including typical construction sequences, asset types, compliance requirements, and execution norms relevant to power distribution networks.

**3. 1 Project Implementation Plan**

Milestone	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26
Business requirement discussions, documentation and Sign Off	Active	Active					
Development of control Tower application		Active	Active	Active			
Development of Mobile application		Active	Active	Active			
Development of Integrations			Active	Active			
Team Testing				Active			
User Acceptance Testing – Sign-Off					Active		
Training						Active	
Go-Live							Active

**3.1.1 Project Time lines**

- Total project plan is of 6 months. Go-Live is planned in the 1<sup>st</sup> week of November 2026 with Post Go\_live hyper care of one month.
- Considering C&M procurement timeline project will be kick-Off in the 1<sup>st</sup> week of May 2026.
- UAT will be planned in the month of September 2026.

## **Annexure A**

### **Annexures:**

- **Integration reference architecture (with existing modules) and data flow diagram highlighting scope / responsibility**

WBS	Task Name	Application Platform	Sub Process
<b>1</b>	<b>Project MH24NF4153</b>		
<b>1.1</b>	<b>Preorder Activities</b>		
<b>1.1.1</b>	<b>Scheme Creation &amp; Approval</b>		
<b>1.1.1.1</b>	<b>Scheme Initiation Phase</b>		
1.1.1.1.1	Scheme Creation in SAP( Fin & Tech Plan)	SAP	Scheme Creation Process
1.1.1.1.2	Submission of proposed SLD and GIS Map in GIS module	GIS	
1.1.1.1.3	Approval of proposed SLD and GIS Map in GIS module	GIS	
<b>1.1.1.2</b>	<b>Scheme Approval Phase</b>		
1.1.1.2.1	RAPP- Release scheme for Approval	SAP	Scheme Approval Process
1.1.1.2.2	FAPP-Approval by Division Head	SAP	Scheme Approval Process
1.1.1.2.3	APP:1-Approval by Division Head	SAP	Scheme Approval Process
1.1.1.2.4	EREV Clearance-Review & Approval by CES-Dist. Planning Engg.	SAP	Scheme Approval Process
1.1.1.2.5	APP:2-Review & approval by Head (O&M)	SAP	Scheme Approval Process
1.1.1.2.6	APP:3- Review and approval by HNO	SAP	Scheme Approval Process
1.1.1.2.7	APP:3 REL- Budget released for scheme by HNO	SAP	Scheme Approval Process
1.1.2	<b>Work Award for services</b>		
<b>1.2</b>	<b>NV Approval</b>	NV Tracker	
1.2.1	NV Submission by User	NV Tracker	
1.2.2	CPMG Approval	NV Tracker	
1.2.3	CEO Nominee-1 Approval	NV Tracker	
1.2.4	CEO Nominee-2 Approval	NV Tracker	
1.2.5	CTA Approval	NV Tracker	
1.2.6	Group CTA Approval	NV Tracker	
1.2.7	CEO Approval	NV Tracker	
<b>1.3</b>	<b>Procurement - Order Placement</b>		
<b>1.3.1</b>	<b>Material Ordering- Individual Material as per BOM</b>		
1.3.1.1	Approved Need Validation Receipt	NV Tracker	
1.3.1.2	Tender Preparation (RFX Creation)	Manual	



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1.3.1.3	Floating of Enquiry (website / newspaper) Email to registered Vendors	Manual	
1.3.1.4	Bid Submission by vendors - Date and users	SRM	
1.3.1.5	Open Technical Bid - Date and users	SRM	
1.3.1.6	Technical Evaluation(By user or CES) - Date and users	SRM	
1.3.1.7	Commercial Evaluation of technical Qualified vendors - Date and users	SRM	
1.3.1.8	Price Bid Opening - Date and users	SRM	
1.3.1.9	Reverse Auction(Preparation& Conducting) - Date and users	SRM	
1.3.1.10	Negotiation with L1	Manual	
1.3.1.11	Counter offer to L2 and L3 bidders as the case may be and preparation of Approval Note	Manual	
1.3.1.12	Approval from Management	MSB	
1.3.1.13	PO Creation	SAP	
1.3.1.14	PO issue to vendor	Manual / Mail	
<b>1.4</b>	<b>Post Order Activities</b>		
<b>1.4.1</b>	<b>Engineering</b>		
<b>1.4.1.1</b>	<b>For Individual Materials as per BOM</b>	Manual	Under Development
1.4.1.1.1	GTP/Drawing Submission by Vendor-HT Cable	Manual	Under Development
1.4.1.1.2	GTP/Drawing Approval -HT Cable	Manual	Under Development
<b>1.4.2</b>	<b>Manufacturing</b>		
1.4.2.1	For Individual Materials as per BOM	Manual	TBD, Vendor Collaboration App (Proposed)
<b>1.4.3</b>	<b>Inspection</b>		
<b>1.4.3.1</b>	<b>Stage Inspection</b>		
1.4.3.1.1	For Individual Materials as per BOM	SAP	Quality Process
<b>1.4.3.2</b>	<b>Final Inspection</b>		
1.4.3.2.1	For Individual Materials as per BOM	SAP	Quality Process
<b>1.4.3.3</b>	<b>MDCC Issuance</b>		
1.4.3.3.1	For Individual Materials as per BOM	SAP	MDCC Process
<b>1.4.4</b>	<b>Delivery &amp; Reciept at Stores</b>		
1.4.4.1	For Individual Materials as per BOM	SAP	GRN Process
<b>1.4.5</b>	<b>Material Allocation &amp; Issuance</b>		
1.4.5.1	For Individual Materials as per BOM	SAP	Issuance Process
<b>1.4.6</b>	<b>Pre Construction activities</b>		
1.4.6.1	Space acquisition and other activities as per project Schedule	Control Tower (App)	Manual Entry
1.4.6.2	Mesh Earthing and other activities as per project Schedule	Control Tower (App)	Manual Entry



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1.4.6.3	Securing RCP for HT Cable Laying	SAP	RCP process
<b>1.4.7</b>	<b>Construction</b>	Control Tower (App)	Manual Entry
1.4.7.1	Erection Testing, Commissioning of Individual Materials as per BOM	Control Tower (App)	Manual Entry
1.4.7.2	Other activities as per project Schedule	Control Tower (App)	Manual Entry
<b>1.4.8</b>	<b>Post Construction &amp; Commissioning Activities</b>		
1.4.8.1	GIS	GIS	As Built Activity
1.4.8.2	Quality Inspection & Clearance	SAP	Quality Process
1.4.8.3	Safety Inspection & Clearance	SAP	EIC Process
<b>1.4.8.4</b>	<b>CMG Closure</b>		
1.4.8.4.1	Material Reconciliation	SAP	CR Submission Process
1.4.8.4.2	CMG Closure ETG	SAP / GIS	CMG Process
1.4.8.4.3	CMG Closure SCADA	SAP / GIS	CMG Process
1.4.8.4.4	CMG Closure GIS	SAP / GIS	CMG Process
1.4.8.4.5	CMG Closure EA	SAP / GIS	CMG Process
1.4.8.4.6	Consumer Tagging	GIS	Consumer Tagging App
1.4.8.4.7	HOTO	SAP	CMG Process
1.4.9	<b>Bill Preparation &amp; Submission in BTS</b>		
<b>1.4.10</b>	<b>VSC Clearance</b>		
1.4.10.1	Bill Review at VSC & Identification of Objections	BTS	Billing Process
1.4.10.2	Resolutions of Objections	BTS	Billing Process
1.4.10.3	Bill Scrolling by VSC	SAP	Scroll Process
1.4.11	<b>Bill Booking by Finance</b>	SAP	Payment Process
1.4.12	<b>CR Summary Approval-Engineering</b>	SAP	CR Submission Process
1.4.13	<b>CR Summary Approval-Regulatory</b>	SAP	CR Submission Process
1.4.14	<b>CR Submission</b>	SAP	CR Submission Process
1.4.15	<b>CR Approval</b>	SAP	CR Submission Process

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**Annexure B**

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## VOLUME – IV

### FINANCIAL BID (PRICE FORMAT)

DESCRIPTION	Basic for Scope of Work	GST	Total Landed Cost for Scope of Work
Design and Development of An Enterprise-Grade Unified Integrated Platform For Planning, Execution, Monitoring & Analytics of Capex Schemes at BRPL (Control Tower) including 01 year of O&M support post Go-Live. (Refer Volume-III for detailed Scope of Work).			
<b>Total (incl. GST)</b>			
<b>In Words</b>			

We declare that the following are our quoted prices in INR for the entire project/schemes.

Date:

Bidder Name:

Place:

Bidders Address:

Name & Signature .....

Designation: .....

Common Seal: .....

**Note:**

- 1) Cost of all tests as per technical specification is to be included. No separate charges will be paid.
- 2) All prices for the packages quoted are inclusive of taxes and duties, GST and freight etc. Bidder shall include & indicate any others taxes under the applicable law(s) for supply and services to be performed in the purchaser's country.
- 3) Bidder shall include & indicate any others taxes under the applicable law(s) for supply and services to be performed in the purchaser's country.
- 4) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any
- 5) All prices for the packages quoted are against the scope of work under the contract shall be executed strictly as per the NIT conditions and the technical specification.



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- 6) Quoted prices shall be as per the Bill of quantities (BOQ) as attached. However, any items/material/machinery, not specifically mentioned In BOQ as well as in the technical specifications but required for successful completeness, Erection, Testing and Commissioning of the package awarded shall be deemed to be in the scope of the bidder.
- 7) Insurance as per the clause defined in GCC/SCC and other contract conditions, is included in the quoted prices. However, Bidder shall indicate the value of the insurance taken, separately.
- 8) Site visit is advisable prior to submission of quotation.

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