

TENDER NOTIFICATION FOR

**RATE CONTRACT FOR PROVIDING MPLS
CONNECTIVITY AT VARIOUS LOCATIONS IN
BRPL**

NIT NO: CMC/BR/26-27/FK/PR/DG/1360

Tender Date: 21.07.2026

Due Date for Submission: 10.08.2026; 1500 Hrs.

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**

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**CHECK LIST
(FOR BID SUBMISSION)**

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9	COMMERCIAL TERMS & CONDITIONS – APPENDIX I	
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SECTION-I
REQUEST FOR QUOTATION (RFQ)

SECTION-I

REQUEST FOR QUOTATION (RFQ)

1. GENERAL

- 1.1. BSES Rajdhani Power Limited invites sealed tenders on a "Single Stage: Two Envelope" bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “ **RATE CONTRACT FOR PROVIDING MPLS CONNECTIVITY AT VARIOUS LOCATIONS IN BRPL**”. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.

- 1.2. The sealed envelopes shall be duly super-scribed as:

NIT NO: CMC/BR/26-27/FK/PR/DG/1360 Dated: 21.07.2026

For

RATE CONTRACT FOR PROVIDING MPLS CONNECTIVITY AT VARIOUS LOCATIONS IN BRPL

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

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Estimated Cost (Rs) for 03 years with GST	Rs. 2.10 Cr (including GST)
Earnest Money Deposit	Rs. 1,40000/-
Contract period	36 months + 24 months
Tender documents on sale	21.07.2026
Date & time of Submission of Bid	10.08.2026; 1500 Hrs.
Date & time of opening of Techno-Commercial Bid	10.08.2026; 1530 Hrs.

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

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

The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsedelhi.com --> Tenders --> BSES Rajdhani Power Ltd --> Open Tenders**”.

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

1.5. Only DD shall be accepted for tender fees.

- 1.6. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

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

3. EMD

- 3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following forms:
- (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.
 - (b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.
- 3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.
- | | |
|------------------|-------------------------------|
| Beneficiary Name | : BSES Rajdhani Power Limited |
| Bank Name | : State Bank of India (SBI) |
| A/c No. | : 40214783615 |
| IFSC Code | : SBIN0009601 |
- 3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.
- 3.4. Earnest money given by all the bidders who are techno commercially qualified except the lowest bidder shall be returned within 8 (Eight) weeks after award of the work.

- 3.5. The EMD of the successful bidder shall be returned on submission of Performance Bank Guarantee (PBG) as per tender terms.
- 3.6. The EMD may be forfeited in case of:
- The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
 - The successful Bidder does not
 - Accept the Purchase Order/Purchase order, or
 - Furnish the required PBG as per tender terms
 - The bidder is found to have submitted false or forged, any of the documents/ certificates/ information.

4. QUALIFYING REQUIREMENTS (QR)

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

Technical QR:

- The company participating in the bid should be registered in INDIA and have its registered office within the jurisdiction of INDIA under the Companies Act 1956.
 - Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.
- Bidder must have followings:
 - Must hold a valid ISP category A unified License (that includes MPLS/ P2P/ ILL/ 4G/5G) issued by Department of Telecommunications (DoT), Government of India
 - Declaration for compliance with all applicable telecom and data regulations
 - Documentary evidences to be submitted.
 - Must have capability to provide APN based connectivity over 4G/ 5G on the same MPLS cloud.
 - Documentary evidences to be submitted.
- Bidder's should have valid latest ISO/ equivalent certification Bidder shall furnish copies of the certificates along with the bid documents. Mention ISO, ISO 27001 (Information security), 20000 (IT Service Management) and Compliance with security and data protection standards or latest certifications required specifically.
 - Documentary evidence to be submitted.
- Bidder shall have minimum five years experience in providing MPLS / ILL services in any utility / reputed organizations in India.
 - Bidder shall submit documentary evidence of order copies and performance certificate.
- Bidder must have record of successfully implemented and running minimum 500 nos for a single organization in a single VRF in last 3 years of MPLS Links. Maximum of 5 such order (providing cumulative 500 Nos links) for above along with customer's reference shall be submitted with the bid.

- Documentary evidence to be submitted. PO and Tax Invoice (without rates) to be submitted by Bidder as an evidence to support the above.
- 6) The OEM shall have at least one service center in Delhi / NCR with sufficient infrastructure.
 - Undertaking from OEM to confirm the list of service centers in Delhi/NCR.
- 7) Details of Support Centers and its capabilities to be provided.
 - Documentary evidence to be submitted.

Commercial QR:

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

- 1) The bidder must have average Annual turnover of Rs.50 (Fifty) Crores or more during the last three financial years (2023-24, 2024-25 and 2025-26).
 - Audited Balance Sheets duly certified by CA to be submitted. Bidder has to also submit UDIN based CA certificate / financial statement as proof of the same.
- 2) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.
 - Undertaking on Bidder's letterhead
- 3) Bidder should be registered company in India under the Companies Act 1956 and should have a valid registered office in India with a valid PAN and GST Registration.
 - Copy of Certificate of Incorporation and Memorandum & Articles of Association.
 - Copy of certificate of PAN and GST Registration.
- 4) The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.
 - Undertaking on Bidder's Letterhead
- 5) The bidder should have net worth of Rs 10 (ten) Crore as on the last day of the preceding financial year on the date of bid submission.
 - The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2025-26. The Net worth certificate must have UDIN Number
- 6) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted

under law, including forfeiture of EMD and disqualification from participation in the future tenders of BRPL & Its group companies for indefinite period or period as may be decided by BRPL.

- Undertaking on Bidder's Letterhead

Other Requirements:

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 23-24, FY 24-25 & FY 25-26) audited financial statement along with UDIN based CA certificate.
 - ii. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
 - iii. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
 - iv. Organization Chart of the Bidders Company/organisation
 - v. Organisation chart for execution of the contract comprising of qualified manager, Safety officer, HR manager, Technicians / Diploma / Graduate Engineers etc.
 - vi. Experience details with credentials.
 - vii. Escalation Matrix upto CEO
 - viii. Details of office/s in Delhi/NCR. Details of Registered and Corporate offices and details of other offices/establishments in India.
 - ix. Work order copies along with performance certificates in support of relevant experience
 - x. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
 - xi. Networth certificate as elaborated in financial QR
 - xii. List of pending litigation with government/other institution on account of executing any order.
 - xiii. Copy of PAN/GST no.
 - xiv. Copy of GST Return of last Financial Year.
 - xv. Non-Disclosure Agreement (NDA) as per format attached
 - xvi. Bidder's details as per format attached
 - xvii. The bidder should enclose performance certificates in support of relevant experience.

BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

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

5. PRE-BID MEETING:

A pre-bid meeting shall be organized physically at the 30.07.2026; 11:30 HRS as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

Location for Pre-Bid meeting:

BSES Rajdhani Power Limited,
BSES Bhawan, 2nd Floor,
Ganga Conference Room
New Delhi – 110019
Date: 30.07.2026
Time: 11:30 AM onwards

All queries related to this tender must reach to C&M Department of BRPL at least three days before the date of the pre-bid meeting in pre-bid format (APPENDIX-X) vide email as mentioned below:

For Technical:

Dinesh.Raghuvanshi@reliancegroupindia.com

Cc: Vasanth.prabhu@reliancegroupindia.com

For Commercial:

Divya.gupta@reliancegroupindia.com

Cc: bhaskar.chattopadhyay@reliancegroupindia.com
amitava.nandi@reliancegroupindia.com

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

6. BID SUBMISSION

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

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

- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. **No price bid shall be submitted in Pen Drive.** The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.

- 6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

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

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

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

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

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

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

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

- (a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.

- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-IV in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

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

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

7 TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	28.07.2026
2	Pre-Bid Meeting	Discussion queries on pre-bid	30.07.2026
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	10.08.2026
4	Opening of Techno- Commercial Bid	Opening of PART-A	10.08.2026
5	Opening of Price Bid	Opening of PART-B of only the techno- commercially qualified bidders (List of bidders will be published at our Website)	To be informed separately
6	Reverse Auction	As per RA Terms	Schedule will be intimated to eligible bidders through email from email id: BRPL.Eauction@reliancegroupindia.com

8 AWARD DECISION

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

9 MARKET INTEGRITY

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

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

10 CONFIDENTIALITY

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

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

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

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

11 CONTACT INFORMATION

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

Address	Name & Designation	E-mail Address / Phone Number
BSES Rajdhani Power Ltd C&M Dept, 1 st Floor, Tender Room, BSES Bhawan, Nehru Place, New Delhi 110019	Technical	
	Mr. Dinesh Raghuvanshi (Head – IT Infra)	Dinesh.Raghuvanshi@reliancegroupindia.com /011-4920 9520
	Mr. Vasanth Prabhu (Head – IT)	Vasanth.prabhu@reliancegroupindia.com /011-4910 7237
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	Commercial	
	Ms. Divya Gupta GM – (C&M)	Divya.gupta@reliancegroupindia.com / 011-4910 7238
	Mr. Bhaskar Chattopadhyay AsVP – (C&M)	bhaskar.chattopadhyay@reliancegroupindia.com / 011-4910 7402
	Mr. Amitava Nandi Head(Contracts)– C&M	Amitava.Nandi@reliancegroupindia.com / 011-4920 9619

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II- INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES Rajdhani Power Ltd (BRPL), hereinafter referred to as the "Company" is desirous for awarding work of "RATE CONTRACT FOR PROVIDING MPLS CONNECTIVITY AT VARIOUS LOCATIONS IN BRPL" as notified in this tender document.

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

2. SCOPE OF WORK

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

3. DISCLAIMER

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

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

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

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

"Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT."

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

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a

prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
- (a) By way of uploading the corrigendum/amendment on BSES website (in case of public tender),
 - (b) In writing by e-mail to all the Bidders who have received the Bidding Documents by email. (In case of limited tender)

All such corrigendum & amendments will be binding on the bidders.

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID FORM

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

10. BID PRICES

- 10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items and Taxes & Duties. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price with taxes, duties & freight upto destination.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.

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

10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

11. BID CURRENCY

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

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

12.2. Notwithstanding above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.

14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

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

15. SEALING AND MARKING OF BIDS

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

15.2 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —“Technical & EMD“. The price bid shall be inside another sealed envelope with super scribed “Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original, Copy-1, and the envelopes should be super scribed with —“Tender Notice No. & Due date of opening“.

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

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.

16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

20.2. BRPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

- 23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Delivery schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Tender Documents
 - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
 - (e) Change in the quantity from mentioned in the tender
- 23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.
- 23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

- 23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

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

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

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

26. AWARD OF CONTRACT

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

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28. LETTER OF INTENT/ NOTIFICATION OF AWARD

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

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

29. CORRUPT OR FRAUDULENT PRACTICES

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

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

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them,

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

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand & aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

30. PROCESS TO BE CONFIDENTIAL

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

SECTION III

TERMS AND CONDITIONS

SECTION III: TERMS AND CONDITIONS

1 .Definition

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

1.0 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number : U74899DL2001PLC111527, Telephone Number : +91 11 3009 9999, Fax Number : +91 11 2641 9833 , Website : www.bsedelhi.com and shall include its authorized representatives, agents, successors and assigns

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

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

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

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

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

3. LANGUAGE AND MEASUREMENT:

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

4.0 SCOPE OF WORK:

As per section – IV of this tender document.

5.0 PRICING:

For the specified scope of work, BRPL shall pay rates for the connectivity to the bidder as finalized through this tender.

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

6.0 TAX & DUTIES:

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

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

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

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

- 7.1 Annual Recurring Charges (ARC) :** The Billing shall commence after the Link Commissioning and the acceptance by BRPL. The First Billing cycle shall comprise bills of the link from the 1st day of next month link commissioned by BRPL Engineer-in-charge up to the end of that Quarter. Thereafter, Quarter wise billing shall be done.
- 7.2 One Time Cost (OTC)-** One time billing with done after completion and Link commissioning and acceptance by BRPL.
- 7.2** Payment of recurring charges shall be made quarterly on completion of each quarter by BRPL Engineer-in-charge.;
- 7.3** Payment shall be made within 30 days of submitting the invoice, complete in all respects on satisfactory performance duly certified by the Engineer – in- Charge.
- 7.4** Payment shall be guided by the Service Level Agreement (SLA).
- 7.5** The bills shall duly certified by officer-in-charge i.e. Head-IT, BRPL or his nominated representative.

8.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

- 8.1** CONTRACTOR shall furnish the Contract Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Work Order.
- 8.2** The Contract Performance Bank Guarantee shall be of 10 % of the total Annual value of order and shall be valid till contract validity, plus three (3) months towards claim period.
- 8.3** The Contract Performance Bank Guarantee shall be issued from any nationalized/ scheduled bank as per company format.
- 8.4** The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 8.5** In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the Contract performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

9.0 SAFETY CODE:

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

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

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

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

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

10.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

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

All contractors' staff is accountable for the following:

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

4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

11.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

12.0 FORCE MAJEURE:

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

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

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

13.0 SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

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

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

14.0 TERMINATION:

This Order shall be terminated, if any time you will fail to comply with Terms and Condition of the Contract, if performance in respect of quality of supplies /services provided by you found unsatisfactory and if undue delay in supply of material / provision of service without proper justification / approval for the same. We will be at liberty to terminate the said Rate Contract of giving 15 days clear notice to you.

15.0 EFFECTIVE DATE AND VALIDITY:

15.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of three (3) years and if required it may be further extended for a period of 2 year based on the performance of the contractor. Notwithstanding the continuous/periodic review/assessment of contractor's performance by BRPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.

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

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

BRPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BRPL may, at its discretion, renew even within One Month of expiry of agreement. BRPL reserves the right not to renew and extend the agreement beyond agreement duration. However, in exceptional cases when the Contract period shall be extended beyond 5 years then same shall be discussed and agreed mutually.

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

16.0 ACCEPTANCE:

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

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

17.0 VENDOR CODE OF CONDUCT:

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

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

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

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

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

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

SECTION IV

SCOPE AND TECHNICAL SPECIFICATIONS

SCOPE AND TECHNICAL SPECIFICATIONS

1. Objective

To establish Rate contract with a qualified (ISP) for providing reliable MPLS / ILL connectivity for locations within Delhi ensuring high availability, low latency, and enterprise-grade performance.

2. Scope of Work (MPLS Connectivity) The selected ISP shall provide as follows:

HUB will be at BSES Bhawan Nehru Place. Spoke location will be in South or West Delhi and will be confirmed on need basis

Bandwidth	OTC	ARC
10 Mbps	6	6
100 Mbps HUB	1	1
20 Mbps	7	7
4 Mbps	11	11
50 Mbps	1	1

Note: Above locations will be distributed between bidders as per feasibility of network at location.

- Provisioning of **MPLS links** for all sites on a **need basis** within the Delhi region
- Bandwidth provisioning as per **BOQ**, scalable as per requirement
- Last-mile delivery via **Fiber (preferred)** / RF (only where fiber is not feasible) / 4G/ 5G on SIM.
- **Latency from hub location (within Delhi) shall not exceed 10 ms.**
- **24x7 Network Monitoring and Support (NOC).**
- IP addressing and routing (**BGP / OSPF / Static**) as required.
- Centralized dashboard for **performance monitoring, uptime, and reporting.**

3. Technical Requirements

a. Network & Link Requirements

- Connectivity must be delivered over ISP-owned fiber backbone (preferred)
- Maximum distance coverage: Within 100 km from nearest ISP POP
- Dual path routing for redundancy (ring topology preferred)
- Minimum 2 fiber paths (last-mile diversity) wherever feasible
- Support for MPLS Layer 3 VPN

b. Performance Parameters

- Uptime $\geq 99.5\%$
- Latency $\leq 5-10$ ms (within Delhi)
- Packet Loss $\leq 0.5\%$
- Jitter ≤ 10 ms
- Bandwidth Commitment 1:1 (no oversubscription)

c. Link Delivery Requirements

- Link must be delivered within 2-4 weeks from PO issuance.
- ISP must confirm: Last-mile feasibility (fiber path survey report).
- Right of Way (ROW) and permissions to be handled by ISP.

- Underground fiber preferred (aerial only if unavoidable).
- Cabling till IT Rack in conduit which can not be damaged by Monkeys is responsibility of ISP.
- PM of devices supplied by ISP is bidders' responsibility no damage to ISP equipment's to be covered by BRPL. Replacement of equipment in case of fault is responsibility of ISP.

4. SLA Requirements

Parameter	SLA
Uptime	≥ 99.5% monthly
Fault Response Time	≤ 15 minutes
Resolution Time (Urban ≤100 km)	≤ 4 hours
MTTR	≤ 4 hours
Packet Loss	≤ 0.5%
Latency	≤ 10 ms

5. Penalty Clause

SLA Breach	Penalty
Uptime < 99.5% – 98% of Hub	5% of total Quarterly Bill of ISP
Uptime < 99.5% – 98% of Spoke	5% of total Quarterly Bill of respective link
Uptime < 98% – 95% Hub	10% of total Quarterly Bill of ISP
Uptime < 95% Hub	15% of total Quarterly Bill of ISP
Uptime < 98% – 95% Spoke	10% of total Quarterly Bill of respective link
Uptime < 95% Spoke	15% of total Quarterly Bill of respective link
MTTR breach (>4 hrs)	₹2,000 per hour per link
Delay in delivery (>6 weeks)	1% of total order value per week

- Maximum penalty capped at **20% of monthly billing**
- Repeated SLA breach (3 times/quarter) → **termination rights**

6. Capability and Deliverables:

The bidder must meet the following mandatory eligibility and technical criteria to qualify for participation:

a. Technical Capability**i. Ability to meet defined SLA parameters:**

- Uptime ≥ 99.5%
- Latency ≤ 10 ms (within Delhi)
- Packet loss ≤ 0.5%

b. Support & Service Capability

- Must have 24x7 NOC (Network Operations Center)
- Dedicated support team and escalation matrix till highest level (CEO).
- Fault response time ≤ 15 minutes
- Resolution capability within defined SLA timelines
- Local support presence in Delhi/NCR (mandatory)

SECTION V

PRICE BID

SECTION V
PRICE FORMAT

S.No	Bandwidth	Nos.	Rate	Amount
1	10 Mbps- OTC	6		
2	10 Mbps – ARC	6		
3	100 Mbps HUB- OTC	1		
4	100 Mbps HUB- ARC	1		
5	20 Mbps - OTC	7		
6	20 Mbps - ARC	7		
7	4 Mbps - OTC	11		
8	4 Mbps - ARC	11		
9	50 Mbps - OTC	4		
10	50 Mbps - ARC	4		
	Total Amount for 1 year			
	Total Amount for 3 years			
	GST @ 18%			
	Total for 3 year i/c GST			

NOTE:

- 1) The prices quoted are inclusive of training of BRPL officials, if required.
- 2) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any.
- 3) Qty Variation: The Company (BRPL) reserves the rights to vary the quantity by any extent.
- 4) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates
- 5) The above quantities are indicative and may vary based on actual requirement while execution of work. The payment would be made as per actual.
- 6) Price Variation Clause: The prices shall remain firm during the entire contract period.

- 7) The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor.
- 8) The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
- 9) RA is mandatory. The bids will be evaluated commercially based on the total value. RA methodology will be informed separately to all the qualified bidders. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

SECTION VI

VENDOR CODE OF CONDUCT

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

I. Labour and Human Rights

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

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

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

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

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

The health and safety standards are:

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

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

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

III. Environmental

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

The environmental standards are:

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

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

IV. Ethics

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

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

V. Management System

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

The management system should contain the following elements:

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

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

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

Appendix- I

COMMERCIAL TERMS AND CONDITIONS – SERVICE

SI No	Item Description	BRPL TERMS AND CONDITIONS	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) Firm , FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Transit insurance in BRPL scope	
3	Payment terms	As per Section-III, Clause: 8 (Terms of Payment and Billing).	
4	Delivery time	Within 45 days from intimation given by BRPL Engineer-in-charge.	
5	Service Level Agreement	As per Section IV.	
6	Penalty for delay	As per Pg No 34, Clause 5.	
7	Performance Bank Guarantee	As per Section-III, Clause: 8 (Contract Performance Bank Guarantee)	

Appendix- II

NO DEVIATION DECLARATION

NO DEVIATION –A (Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

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

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

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

NO DEVIATION –B (Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

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

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY
-------	----------------------------------	--------------------

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

APPENDIX III

BID FORM

To,

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

Sir,

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

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

3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

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

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission & subsequent corrigendum/amendment/extension of due date of submission. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

Signature..... In the capacity of

.....duly authorized to
sign for

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

Appendix IV

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

APPENDIX V

FORMAT FOR EMD BANK GUARANTEE

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including One Hundred Twenty(120) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

APPENDIX - VI

LITIGATION HISTORY

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

APPENDIX - VII

CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

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

APPENDIX - VIII

FINANCIAL DATA

(Duly Certified by Chartered Accountant)

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

APPENDIX-IX
FORMAT FOR PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To
BSES Rajdhani Power Limited

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

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

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

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire purchase order for a sum equivalent to 10 % of the order Value exclusive of GST to the Purchaser.

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

Now it is agreed as follows:

1. We (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by

the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

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

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

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

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

Dated this Witness

day of 20..... at

1. For Bank

2. Signature

Name

Power of Attorney No:

Banker's Seal

APPENDIX-X
FORMAT FOR PRE BID QUERY SUBMISSION

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

APPENDIX-XI
NON-DISCLOSURE AGREEMENT
(To be on a non-judicial stamp paper of Rs.100/-)

This agreement, made this ____ day of _____, 20____, at _____

BETWEEN

BSES Rajdhani Power Limited, a power utility Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at BSES Bhawan, behind DTC Bus Terminal, Nehru Place, New Delhi-110019(hereinafter referred to as "BRPL"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) and

AND

<Client Company

Name>....., a
Company incorporated under the provisions of the Companies Act, <Year>..... and
having its registered office at <Client Company Address>

....., (hereinafter referred to as "<Vendor>"), which expression shall, unless it be
repugnant to the context or meaning thereof, be deemed to mean and include its
successors-in-business and assigns) of the Other Part;

WHEREAS:

"BRPL" a power utility Company is engaged in the business of Distribution of
Electricity

- A. "BRPL" requires the services of "<Client Company Name>....." for providing solutions which shall broadly focus on <purpose>..... (hereinafter referred to as the "Purpose")
- B. In the process of providing the services / proof of Concept for the purpose, BSES would provide and hand over to the "<Client Company Name>....." the personal, sensitive, confidential data, and Proprietary Information and Data relating to business operations of BSES, its customers and business associates and also technical and technological information and secrets belonging to BSES, its customers and business associates
- C. BRPL desires to protect the said confidential and proprietary information and data as the disclosure of confidential information of BRPL to the industry, general public, or third parties could seriously jeopardize the intellectual property rights/ any other rights of BRPL.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term “PERSONAL INFORMATION” and “SENSITIVE PERSONAL DATA” shall have the meaning as provided in The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or as assigned in any other law in India and as amended from time to time.
2. The term “CONFIDENTIAL INFORMATION” shall include any confidential / proprietary / non-public information relating to the business of the respective parties, including but not limited to samples, formulae, manufacturing/development processes, specifications, drawings and schematics, however, the “Confidential Information” shall mean and include the technical and technological information and secrets relating to software, computer system, equipment, local area network and wide area network, network infrastructure and equipment, network designs/architecture, system passwords, login-ID’s and commercial , marketing, financial and other information, data, ideas, programs, operations, processes and documents relating to the business or technology of (the “BRPL”) or any of its affiliates which is disclosed either prior to or after the date of this Agreement by parties i) to each other ii) either of its affiliates or iii) a third party on or behalf of the BRPL or any of its affiliates, to the other party (the “Vendor”) either in oral or written form, or through any other form of communication, and which was designated to be confidential and proprietary and shall include this Agreement as well as the intention of parties to explore the entering into of a business relationship with each other.
3. ACCEPTANCE TO BRPL INFORMATION SECURITY POLICY
 - i. BRPL (BSES Rajdhani Power Limited) has legal ownership of the contents of all files created, processed, stored on its computers/ network systems as well as the data/ email/ messages transmitted in its network.
 - ii. BRPL reserves the right to access the information given to the Vendor/ Consultant for processing without prior notice whenever there is a genuine need.
 - iii. BRPL may in order to ensure cyber security/ protection of its data/ resources monitor, access, retrieve and read the information originating/ transmitted/ terminating in its network irrespective of user.
 - iv. All the users accessing the network of BRPL are encouraged not to share their personal information on the computer/ network of BRPL computers, resources and removable disks. If Users choose to share such personal information, the information may be monitored at the risk of Users.
 - v. All users/vendors/consultants must return or ensure secure destruction of BRPL information, storage media, documentation, and computer/networking equipment in a permissible manner, before they leave a particular assignment, either on transfer or on the end of the contract or resignation.
 - vi. The undersigned has read the Information security policies and procedures and understand the policies and procedures of BRPL. The undersigned agreed to abide by the information security policies and procedures described therein as a

condition of continued employment / contract. The Vendor undertakes to abide by all the rules and regulations applicable to Personal/ Sensitive/ Confidential Data under the Information Technology Act, 2000, or any other law as applicable from time to time and also the direction issued by the Regulator, Delhi Electricity Regulatory Commission.

- vii. The BRPL has all the rights to claim damages for any loss of Personal/ Sensitive/ Confidential data including any liability arising to the third party due to the default/ failure of the Vendor to protect such data in terms of present agreement. The liability arising out of such default shall include the litigation cost, liability payable to third party and also any loss of reputation/ goodwill caused to the BRPL.
- viii. That the Vendor agrees that the Non-compliance of the terms of this agreement and/or any of the policy of BRPL associated with the privacy policy, can result in disciplinary actions, revocation of systems privileges and includes termination of agreements/services, if any, claim of damages and such other actions as specified in other clauses of this agreement or the principle agreement.

4. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

Notwithstanding anything contained herein, the obligation as to confidentiality herein shall not apply to the following, provided the VENDOR can establish the same with a competent proof, that:

- a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by the BRPL;
- b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by the BRPL to the VENDOR, was in public domain;
- c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by the BRPL to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.
- d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;
- e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;
- f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law; The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

5. OBLIGATIONS OF THE VENDOR

- a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of the BRPL (which consent may be withheld arbitrarily, and shall keep the same strictly confidential).
 - b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to any one other than those who are required to have such access for the purpose of the EVALUATION.
 - c. The VENDOR may disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.
 - d. The VENDOR shall notify the BRPL upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorised use of CONFIDENTIAL INFORMATION.
 - e. The VENDOR shall not, without the written permission of the BRPL, make copies of the CONFIDENTIAL INFORMATION, or any part thereof.
 - f. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify the BRPL about the same, so as to enable the BRPL to obtain appropriate protective order, if any. The VENDOR will exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to the BRPL arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.
 - g. The Vendor having access to Personal/ Sensitive/ Confidential data of BRPL shall apply security standards in a manner compatible to reasonable security standards as applied by the BRPL including ISO 27001 and other security policies and also in terms of Rule 8 of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The Vendors shall be responsible to ensure adherence to the security standards of all the access by their employees/ consultants etc
 - h. The Vendor shall securely delete the Personal/ Sensitive/ Confidential data which comes into its possession by virtue of this agreement and also sanitize the digital media as per the Security Policy of the BRPL.
6. The Vendor undertake to acquaint itself with the Information security policies and procedures and understand the policies and procedures therein which are published in the intranet. The undersigned agreed to abide by the information security policies and procedures described therein as a condition of continued engagement/ contract.

7. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision by the VENDOR to not to continue with any arrangement/ agreement or immediately upon the request of the BRPL, the VENDOR shall promptly return and/or procure the return of the CONFIDENTIAL INFORMATION, and all copies (whether or not lawfully made or obtained) of the same or any part of thereof, as well as all analysis, computations, studies or other documents or information prepared, which is based upon, contains or refers to or to any part of, the CONFIDENTIAL INFORMATION, to the BRPL or to any party designated by the BRPL in this behalf, or destroy the same as may be advised by the BRPL, and shall confirm by way of a written certificate to that effect to the BRPL, and also further confirm that the VENDOR has not reproduced or retained any samples, originals or copies of any part of the CONFIDENTIAL INFORMATION; except that the VENDOR could keep a single copy of the CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

8. TENURE OF THE AGREEMENT

The Agreement shall be valid for a period of _____ years from the date thereof, or till parties enter into definitive Agreement of business relationship arising out of the or any earlier determination of this Agreement effected by the BRPL by requisitioning the return of the CONFIDENTIAL INFORMATION, whichever is earlier. The Vendor shall continue to be liable for any breach of Personal/ Sensitive/ Confidential data given by the BRPL even after the termination of main agreement.

9. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

The BRPL makes no representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed to the VENDOR, and accordingly no liability accrues to the BRPL for any damage, injury or loss resulting from the use of the CONFIDENTIAL INFORMATION.

10. RELATIONSHIP PRESUMPTIONS

a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with the BRPL.

b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any licence under any patents, trademarks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of the BRPL.

c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee

between the parties hereto, or creating or authorising any party to create any commitment on behalf of the other party or any charge on the other party.

11. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The VENDOR understands and acknowledges that, due to the unique nature of the CONFIDENTIAL INFORMATION of the BRPL, any unauthorised disclosure of any portion thereof shall cause irreparable damage / injury to the interest of the BRPL and that monetary relief will not be adequate or complete remedy to compensate for such damage/injury. Accordingly, the VENDOR hereby acknowledges that the BRPL shall be entitled to injunctive relief and / or a remedy of specific performance in the event of any unauthorised disclosure by the VENDOR or by any of its said employees or the said associates, in addition to whatever remedies it might have in law or in equity.

12. ENTIRE AGREEMENT

This Agreement represents the intentions of the parties hereto, in entirety, on the subject matter hereof, and shall supersede anything outside this Agreement relating to the subject matter hereof.

13. SEVERABILITY

If any part of this Agreement becomes or is discovered to be unlawful and / or unenforceable, and if the remaining Agreement could be separated from such part, then the remaining Agreement shall be deemed to continue in such reduced form.

Non-assignment - Save as expressly agreed by the parties hereto in writing, no right or obligation under this Agreement can be assigned to any other party.

Waiver - No waiver or modification of this Agreement will be binding upon the parties unless made in writing and signed by a duly authorised representative of such parties. Further, failure or delay in enforcing any right under this Agreement shall not amount to a waiver of such right.

Modifications - This Agreement may not be modified except in writing, signed by the parties hereto, through their duly authorised representatives.

Jurisdiction & Arbitration - This Agreement shall be governed by and construed in accordance with the Laws of India (without reference to the rules relating to the conflict of laws), under the jurisdiction of the Courts at Delhi.

Any dispute or difference with respect to the construction or interpretation of any of the clauses hereof, or as to the meaning or effect thereof, which could not be resolved amicably between the parties hereto, shall be referred to arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended or re-enacted. Each party hereto shall appoint one arbitrator. Both these

arbitrators shall jointly appoint a third arbitrator. The Venue of arbitration shall be Delhi. The fees of the arbitrators shall be shared equally.

Related Party Acts -

- a. Any act or omission which if it were an act or omission of the VENDOR would be a breach of this Agreement on its part, be deemed to be such an act or omission for which the VENDOR is responsible when done or omitted to be done by a third party, if –
- i) such third party is controlled by or controls, the VENDOR, or
 - ii) both, such third party and the VENDOR, are under the common control of any other party

Two originals

This Agreement shall be executed in three copies, each of which shall constitute an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorised representatives, as on the date hereof.

For _____ _____ _____ _____ (name & title) Witnesses: 1. _____ 2. _____	For <Client Company> _____ _____ _____ _____ (name & title) Witnesses: 1. _____ 2. _____
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***** End of BRPL NDA (Services) *****

APPENDIX-XII
BIDDER'S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

<u>GENERAL INFORMATION</u>	
NAME OF Company	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

Note: No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the company if any changes in the email id on their letter head duly signed by the authorized signatory.
