

Tender Notification for

AWARD OF WORK FOR INSTALLATION OF THE INNOVATIVE ELECTRIC FENCING SOLUTION AT 66KV & 33KV PALAM GRID AND 66KV MCIE GRID TO PREVENT EHV BREAKDOWNS DUE TO MONKEY MENACE.

NIT NO. BR/ENQ/25-26/FK/CR/AG/2961

Tender issue date: 27.11.2025

Date & time of Submission: 03.12.2025, 03:30 PM

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number: U40109DL2001PLC111527

Telephone Number: +91 011-4910 7235,

Website : www.bsesdelhi.com

(This document is meant for the exclusive purpose of bidding against this NIT Number /Specification and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued).

REQUEST FOR QUOTATION

GENERAL:

BSES Rajdhani Power Limited invites tenders for Award of work through SRM for -

AWARD OF WORK FOR INSTALLATION OF THE INNOVATIVE ELECTRIC FENCING SOLUTION AT 66KV & 33KV PALAM GRID AND 66KV MCIE GRID TO PREVENT EHV BREAKDOWNS DUE TO MONKEY MENACE.

The Online subject shall be duly mentioned as-

AWARD OF WORK FOR INSTALLATION OF THE INNOVATIVE ELECTRIC FENCING SOLUTION AT 66KV & 33KV PALAM GRID AND 66KV MCIE GRID TO PREVENT EHV BREAKDOWNS DUE TO MONKEY MENACE.

BRPL invites SRM tenders from the BSES registered vendors for the above-mentioned work.

Estimated Cost: Rs. 9.99 Lakhs (Including GST)

Contract Validity period: The tender rates shall be effective for two years, however the delivery period for each individual order shall be 90 days from the date the order is awarded.

Tender issue date: **27.11.2025**

Date & time of Submission: **03.12.2025** till 03:30 PM

Place of Bid Submission & Bid opening:

Head of Department

Contracts & Material Deptt.

BSES Rajdhani Power Ltd.

I Floor, Tender Room, BSES Bhawan,

Nehru Place,

New Delhi-110019

SECTION – I: GENERAL INSTRUCTIONS TO BIDDERS:**1. GENERAL INSTRUCTIONS:**

1. Bids shall be prepared and submitted in accordance with these instructions.
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. Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
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.
4. Issue of RFQ is not deemed as qualified for the job. BRPL's assessment of the bidder's capability to execute the job and decision of BRPL to qualify the bidder shall be final. The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
5. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. No deviation to the terms & conditions shall be accepted. 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.
6. The price format shall legibly handwritten in ink by the bidder. Printed price format shall not be allowed.
7. This is a two part bid process. Bidders are to submit the bids in 2(two) parts
8. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —**"Tender Notice No.& Due date of opening"**. The same shall be submitted before the due date & time specified. Part-B bid of only Techno-commercially qualified bidders will be opened.

2. QUALIFYING REQUIREMENTS (QR)

The prospective bidder must qualify for all of the following requirements to be eligible to participate in the bidding. Bidders who meet the following requirements will be considered the successful bidder and a bidder who does not meet these requirements shall be disqualified.

(A.1) TECHNICAL CRITERIA:

- i. The bidder must have successfully supplied, installed or executed similar types of electrical fencing works in any industry within India during the last five (5) financial years. Proof of satisfactory execution of such works shall be provided.
- ii. Technical capacity may be verified through factory/works inspection by the EHV team including evaluation of repair workshop facilities, spare-parts inventory and other relevant parameters.
- iii. The bidders shall attach relevant work orders and satisfactory performance certificates of executing such type of work in any India during last five financial years.
- iv. It is preferred that the bidder possesses valid BIS/IEC or equivalent certifications.
- v. For Existing vendors of BRPL, performance shall be measured on earlier executed similar works/ other

works and will be taken into account in technical evaluation for qualification of bids.

(A.2) COMMERCIAL CRITERIA:

- i. The average annual turnover of the Bidder in the preceding three (3) financial years (i.e., FY 2022-23 & FY 2023-24 & FY 24-25) should not be less than Rs. 20 Lakhs. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number. In case the audited balance sheet is not available with the bidder for FY 24-25, the bidder shall submit the audited balance sheet for FY 21-22 or turnover certified by a Chartered Accountant with UDIN Number.
- ii. The bidder must have valid PAN and GST Registration Number.
- iii. 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 shall lack qualifying pre-requisites to participate in this tender and will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letterhead in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as of the date of submission of the bid. Bidders who are currently debarred/blacklisted/ suspended by BRPL will not be considered in this tender.
- iv. The bidder shall submit an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender is 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, BRPL at its sole discretion shall be free to take all actions as permitted under law, and disqualification from participation in the future tenders of BRPL& its group companies for an indefinite period or period as may be decided by BRPL.
- v. 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.

(A.3) 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) No joint ventures /consortiums are allowed.
- c) 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. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
 - ii. Organization Chart of the Bidder's Company/organization
 - iii. Experience details with credentials
 - iv. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
 - v. Work order / Agreement copies along with performance certificates in support of relevant experience
 - vi. Copy of PAN/GST no.
 - vii. Non-Disclosure Agreement (NDA) as per the format attached
 - viii. Bidder's details as per the format attached

- i. The bidder should enclose performance certificates in support of relevant experience.
- ii. For Existing vendors of BRPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BRPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.
- iii. BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

3.0 BID SUBMISSION

- 3.1 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 Deptt.
BSES Rajdhani Power Ltd.
1st Floor, "D" Block, BSES Bhawan,
Nehru Place
New Delhi-110019.**

- 3.2 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.

- 3.3 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.

3.3.1 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 3.0,
- c) Technical Literature if any.
- d) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- e) Power of attorney
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms etc
- g) Any other relevant document to support bidder meeting QR

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.

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

The second Online shall contain Price bids in PDF form 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. 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.

3.3.3 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:

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

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.

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

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

3.3.4 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION

Reverse Auction (RA) shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-III 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.

4.0 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 Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	03.12.2025
2	Opening of Techno-Commercial Bid	Opening of PART-A	03.12.2025
3	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BRPL.Eauction@relianceada.com

5.0 Award Decision

- a) Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) BSES reserves the right to split the tender quantity amongst techno-commercially qualified bidders on account of delivery requirement in tender etc.
- c) Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.
- d) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.
- e) "Nil/Zero" Margin or Administrative Service Charges of Bidders will be considered as "Unresponsive". Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders.

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.

6.0 Market Integrity

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

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

7.0 Confidentiality

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

All RFQ documents remain the property of BRPL and all bidders are required to return these documents to BRPL upon request. Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

8.0 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	Email Address / Phone Number
C&M Dept, 1st Floor, C Block, BSES Rajdhani Power Ltd., BSES Bhawan, Nehru Place, New Delhi – 110019.	Technical	
	Mr. Arshad Khan	Arshad.khan@reliancegroupindia.com,
	DGM-EHV(O&M)	9310929751
	Commercial	
	Ms. Anima Gaur	anima.gaur@relianceadgroupindia.com
	DGM(Contracts)	011-49209429
	Mr. Amitava Nandi,	Amitava.Nandi@reliancegroupindia.com
	AsVP – (Head Contracts)	011-4920 9619

SECTION:-II TERMS & CONDITIONS

1. DEFINITION:

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

1.1. 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 1149207235 , Website : www.bsesdelhi.com and shall include its authorized representatives, agents, successors and assigns.

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

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

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

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

1.5 SITE: The terms "Site" shall mean the working location mentioned in the work order.

2. ENGINEER IN-CHARGE:

The term "Engineer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the work.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under BRPL licensed area under the work 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 difficulties at site/terrain/local conditions, if any.

4. LANGUAGE AND MEASUREMENT:

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

5. SCOPE OF WORK:

The scope of work shall include the complete supply, installation, testing, and commissioning of an Innovative Electric Fencing Solution at 66 kV & 33 kV Palam Grid and 66 kV MCIE Grid to prevent EHV breakdowns caused by monkey menace.

The work shall be executed in accordance with the directions of the Engineer-in-Charge (BRPL) and shall broadly include but not be limited to the following activities:

1. Supply and Material Handling
2. Installation Work
3. Testing and Commissioning
4. Safety & Documentation
5. Training and Handover

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

6. VALUE OF THE WORK ORDER:

The unit rate & value of the tender for above scope of work will be work out on the basis of finalized rates. The rates shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to escalation for any reason whatsoever.

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. All the transport / lifting facilities at site shall be arranged by you at no extra cost to us. We shall provide at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the Contractors storage will be within the site premises. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractors material etc.

The cost of transit insurance, freight, loading/unloading of materials/ equipments during its handling/erection at site is included in the above mentioned value in the tender.

7. TAXES & DUTIES:

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

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

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

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

2. In view of above, if the same is not complied with by the supplier/contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the

month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

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

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

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

8. VALIDITY:

The tender rates shall be effective for two years, however the delivery period for each individual order shall be 90 days from the date the order is awarded. However the same shall be reviewed after one year based on performance assessment and continuation to the next year. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR.

9. TERMS OF PAYMENT:

100% payment shall be made within 30 days of completion of job on submission of Bill duly certified by Engineer in charge. The work completion certificate shall be issued by our Engineer-In-charge by certifying that the work has been completed in full satisfaction of all relevant clauses applicable under the order and the entire document in support of certification to be enclosed. All the payments shall be done within 30 days on receipt of certified bills at our office.

10. WARRANTY:

Contractor shall warranty for Supply /Installation of Electric Fencing defects or failure which arises due to faulty material, workmanship or design for a period of Twenty Four(24) Months after completion of work.

If during the Defect Liability period any goods are found to be defective, they shall be promptly replaced or rectified by the contractor at its own cost.

11. WORK COMPLETION CERTIFICATION:

The work carried out by the Contactor under this order has to be certified as being satisfactorily completed by the Engineer In-charge at work site. In case of modification/correction to be carried out, Contractor shall carry out the said modifications/ corrections. The Contractor shall remain in close contact with Engineer In-charge at site to report the general findings of the field work during the initial as well as later stage of the work at site, If required, there shall also be joint meetings at site/ Customer's office at Nehru Place, New Delhi to discuss the field findings and for revision of the method for site work if required. Work Completion Certificate shall be issued by the

Engineer In-charge within 10 days of satisfactory work completion & handed over to the Contractor for further submission of the same along with their Bill to BSES Rajdhani Power Ltd., Nehru Place, New Delhi.

12. SAFETY CODE:

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

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

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

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

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of 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.

13. ARBITRATION:

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

14. FORCE MAJEURE:

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

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

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

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

15. 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 CUSTOMER'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 CUSTOMER 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 CUSTOMER against any loss, cost or damage or claim by any party in respect of such breach.

16. EVENTS OF DEFAULTS:

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

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by CUSTOMER.
- d) Failing to comply with any reasonable instructions or orders issued by CUSTOMER in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event CUSTOMER terminates this work order, in whole or in part, on the occurrence of any event of default, CUSTOMER reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right CUSTOMER may have under this work order or in law including without limitation the right to penalize for delay under clause 16.0 of this work order, the contractor shall be liable to CUSTOMER for any additional costs that may be incurred by CUSTOMER for the execution of the Work.

17. RISK & COST:

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

18. SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works.

19.0 PENALTY FOR DELAY:

19.1 Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

19.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in work order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the work order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1.0% of the Contract Value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of the Contract Value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

In case the contractor has not mobilized / taking up the job as per the direction of Engineer In-charge, the company have all rights to cancel / re-allocate the order allotted to the contractor.

20. 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, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and CUSTOMER'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.

ANNEXURE – A

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

BRPL intends to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the supplier/Contractor.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
6. In case of intranet medium, BRPL shall provide the infrastructure to bidders, further, BRPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BRPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

For

Signature:

Name:

Designation:

**ACCEPTANCE FOR NO DEVIATION
NO DEVIATION -A**

NIT NO & DATE:

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

NAME OF BIDDER

SIGNATURE & SEAL OF BIDDER

NO DEVIATION -B

NIT NO & DATE:

We hereby accept all terms and conditions of the commercial requirement as mandated in the 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

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

NAME OF BIDDER

SIGNATURE & SEAL OF BIDDER *****

PRICE FORMAT

Price BOQ 1 for 440 Meter 1 Zone 7 line fence 66KV Palam Grid					
Sr.No.	Items	Unit	Qty	Unit Price in Rs.	Total value in Rs.
1	DRUID 13 LCD ENERGIZER	Nos.	1		
2	NEMTEK CONNECT APP + MODULE (3 YEAR SUBSCRIPTION)	Nos.	1		
3	20X20MM SQUARE TUBE-7 LINES (SS304)	Nos.	230		
4	INSULATOR	Nos.	1450		
5	HYBRID NYLON TENSIONER	Nos.	112		
6	SPRING HOOK-STAINLESS STEEL-LARGE TAIL	Nos.	112		
7	FERRULES-SOFT TINNED	Nos.	315		
8	EARTH SPIKES	Nos.	5		
9	STRANDED GALVANIZED WIRE-1.6mm (mtrs)	Mtrs.	3300		
10	HT CABLE SINGLE CORE	Mtrs.	150		
11	WARNING SIGN	Nos.	40		
12	SIREN	Nos.	1		
13	FENCE LIGHT	Nos.	2		
14	CUT OUT SWITCH	Nos.	2		
15	INSTALLATION AND COMMISSIONING CHARGES	Mtrs.	440		
16	CHANLINK 3X3 INCH 6 FT (SQMT)	Sqmt.	462		
17	STRIP	Nos.	245		
18	NUT BOLT	Nos.	425		
19	INSTALLATION AND COMMISSIONING CHARGES WITH RCC	Mtrs.	250		
	TOTAL				
	<u>GST@18%</u>				
	Grand Total value in Rs.				

Price BOQ 2 for 320 Meter 1 Zone 7 + 19 line fence 66KV Badarpur Grid					
Sr.No.	Items	Unit	Qty	Price	Total
1	DRUID 13 LCD ENERGIZER	Nos.	1		
2	NEMTEK CONNECT APP + MODULE (3 YEAR SUBSCRIPTION)	Nos.	1		
3	20X20MM SQUARE TUBE-7 LINES (55304)	Nos.	140		
4	20X20MM SQUARE TUBE-19 LINES (55304)	Nos.	17		
5	INSULATOR	Nos.	1150		
6	HYBRID NYLON TENSIONER	Nos.	165		
7	SPRING HOOK-STAINLESS STEEL-LARGE TAIL	Nos.	165		
8	FERRULES-SOFT TINNED	Nos.	495		
9	EARTH SPIKES	Nos.	4		
10	STRANDED GALVANIZED WIRE-1.6mm (mtrs)	Mtrs.	3800		
11	HT CABLE SINGLE CORE	Mtrs.	150		
12	WARNING SIGN	Nos.	30		
13	SIREN	Nos.	1		
14	FENCE LIGHT	Nos.	2		
15	CUT OUT SWITCH	Nos.	2		
16	TREE ROUND FEBRICATION CHARGE	Nos.	3		
17	INSTALLATION AND COMMISSIONING CHARGES	Mtrs..	320		
	TOTAL				
	<u>GST@18%</u>				
	Grand Total value in Rs.				

GRAND SUMMARY OF THE QUOTED PRICE

Sr. No.	ITEM DESCRIPTION	Total Value of BOQ 1 of 440 Meter 1 Zone 7 line fence 66KV Palam Grid with GST in Rs.	Total Value of BOQ 2 of 320 Meter 1 Zone 7 + 19 line fence 66KV Badarpur Grid with GST in Rs.	Grand Summary in Rs.
1	Installation of the Innovative Electric Fencing Solution at 66KV & 33KV Palam Grid and 66KV MCIE Grid to Prevent EHV Breakdowns due to Monkey Menace			
	GRAND TOTAL COST IN Rs.			
In words :				

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

Date:

Bidder Name:

Place:

Bidders Address:

Name & Signature

Designation:

Common Seal:.....

ANNEXURE –C: BID FORM

To,

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

Dear Sir,

- 1 We understand that BRPL is desirous of awarding the contract for..... (Name of the Work) work in its licensed distribution network area in Delhi.
- 2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.
- 4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
- 5 We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we are aware of the provision of all Laws associated with the supply of equipment's/materials or Services and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that BRPL is not bound to accept the lowest, or any bid BRPL may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
- 10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

Dated this..... day of..... 2025

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....