

**Tender Notification for**

**AWARD OF WORK FOR CARRYING OUT DT CLEANING/ REVAMPING WORK FOR TWO (02) DIVISIONS  
IN BRPL**

**NIT NO CMC/BR/20-21/SV/AR/849**

**Dated 10.04.2020**

**Due Date for Submission of Tender: 30.04.2020, 3.30PM**

**Date and Time of opening: 30.04.2020, 3.45 PM**

**BSES RAJDHANI POWER LIMITED,**

**BSES Bhawan, Nehru Place, New Delhi-110019  
Corporate Identification Number: U74899DL2001PLC111527  
Telephone Number : 011-39999444  
Website : [www.bsesdelhi.com](http://www.bsesdelhi.com)**

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## SECTION - I

### REQUEST FOR QUOTATION

#### 1.1 GENERAL

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“AWARD OF WORK FOR CARRYING OUT DT CLEANING/ REVAMPING WORK FOR TWO (02) DIVISIONS IN BRPL”**

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below.

**The sealed envelopes shall be duly superscribed as-**

**“AWARD OF WORK FOR CARRYING OUT DT CLEANING/ REVAMPING WORK FOR TWO (02) DIVISIONS IN BRPL” “NIT NO CMC/BR/20-21/SV/AR/849 Dated 10.04.2020”.**

RPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.1).

Estimated cost of work	: Rs 2.08 Cr i/c GST for Two (02) divisions)
Earnest money Deposit	: Rs 4.16 Lac
Cost of Tender form (Non- Refundable)	: Rs.1180/-
Duration of the Work	: 10 Months (from date of issue of order)
Tender documents on sale	: 10.04.2020 (working days)
Date & time of Submission of Tender	: 30.04.2020 till 1530 HRS
Date & time of opening of Tender (Opening of technical bid)	: 1545 HRS on 30.04.2020

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

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

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

#### 1.2 POINTS TO BE NOTED

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

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

1.2.3 Tender document consists of the following:

- a. Request for quotation/ Notice Inviting Tender
- b. Instructions to bidders
- c. Terms & conditions, annexure
- d. Bill of Quantities/ Price Format / Bid form/BG Format

1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.

BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:

(i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.

(ii) If Tender is received after due date and time.

### **1.3 Qualifying Criteria:- Technical & Commercial**

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

#### **Technical Qualifying Criteria**

- (i) The bidder should have experience in any of the following works in any power distribution, Utilities / SEB's/ Discoms/ other govt. organizations in last 3 financial years (FY 17-18, FY 18-19 & FY 19-20)

Project execution or maintenance work for DT cleaning works / Meter Revamping work as per the scope of work defined in the tender for not less than 06 continuous months

Or

Project execution or maintenance work for Meter Replacement/Meter Installation work for not less than 1 year

Or

11 KV Annual Maintenance contract (Maintenance of distribution Network) – for not less than 06 continuous months

Preference will be given to those bidders who are having the relevant experience in Delhi / NCR area and also to those bidders who have experience in meter revamping, meter installation related works

- (ii) The bidder should enclose performance certificates in support of relevant experience. Experience credential as a subcontract/ consortium will not be considered.

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

**Please note:** For Existing vendors of BRPL, Technical evaluation will also include the performance in the existing contracts. BRPL reserves the right to qualify or disqualify their bid based on the performance in spite of them meeting the above minimum qualification marks.

### **Commercial Qualifying Criteria**

(i) Bidder must provide proof of having average annual turn over of Rs. 1 (One) Crore or above during the last three financial years (FY 17-18, FY 18-19 & FY 19-20)

(ii) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank. It should not be older than from 01.04.2019

(iii) Bidder should have valid Registration of GST.

(iv) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration

(v) Bidder should have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in Delhi region.

(vi) Bidder should be Registered Entity in India on or earlier than 1<sup>st</sup> April 2015, i.e The bidder should be an Indian Registered Company under Companies Act 1956 / Proprietorship Company/Partnership Company. Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

(vii) Entities that have been debarred/ blacklisted in other utilities in India will not be considered; in this regard a written statement has to be provided on letter head along with other documents.

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

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

Please Note:

- i) Firms who are debarred/ blacklisted in other utilities in India will not be considered.

- ii) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.
- iii) No joint ventures/ consortiums are allowed

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

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

- a) Last three Financial Years (FY 17-18, FY 18-19 & FY 19-20) financial statement.
- b) Detail of Banker & Cash Credit limit
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) Turnover certificate issued by auditors for the last three Financial Years.

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

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

The bidder must meet the minimum eligibility criteria to be selected for Technical Evaluation. All supporting documents for Eligibility should be submitted along-with the Technical Proposal.

#### **1.4 Bidding and Award Process:-**

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. BRPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

##### **1.4.1 BID SUBMISSION:**

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

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

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

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

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

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION V

**FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

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

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

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

**TIME SCHEDULE**

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ	16.04.2020
2	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	30.04.2020
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website

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

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

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

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

#### **1.4.2 Award Decision**

a) 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.

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

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

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.

#### **1.4.3 Market Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder’s violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the market place rules or engage in behavior that disrupts the fair execution of the market



place restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

#### 1.4.4 Confidentiality

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

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

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

#### 1.5 Contact Information

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head (PMO), BRPL Copy to :Head (C&M)	Head (C&M)
<b>Address</b>	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, "C" Block, BSES Bhawan Nehru Place New Delhi-110019

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **1.0 GENERAL**

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “is desirous of awarding work for carrying out DT cleaning/ revamping work for Two focus divisions namely – Najafgarh (NJF), Jaffarpur (JFP) in BRPL.

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

### **2.0 SCOPE OF WORK**

The complete scope of work has been defined in relevant section of this tender document.

### **3.0 DISCLAIMER**

3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.2 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise a rising in anyway from the selection process for the work.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.4 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

#### **4.0 COST OF BIDDING**

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

#### **5.0 BIDDING 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:

Request for Quotation (RFQ) - Section - I  
Instructions to Bidders (ITB) - Section – II  
Commercial Terms & Conditions - Section –III  
Details of Resources - Section- IV  
Price Format - Section- V  
Annexures

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

#### **6.0 AMENDMENT OF BIDDING DOCUMENTS**

6.1 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.2 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

#### **7.0 PREPARATION OF BIDS**

##### **LANGUAGE OF BID**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged

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

## **8.0 DOCUMENTS COMPRISING THE BID**

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

8.0 (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

8.0 (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

## **9.0 BID FORM**

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

## **EMD**

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

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from nationalized / Scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

The bidders who are not technically qualified, EMD shall be refunded after price bid opening. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work. The amount of EMD by the successful bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) in the case of a successful Bidder, if the Bidder does not
  - (i) accept the Purchase Order/Work Order, or
  - (ii) furnish the required performance security BG.

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

## 10.0 BID PRICES

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

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

## 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

## 12.0 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 Clause 12.1 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

## 13.0 ALTERNATIVE BIDS

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

## 14.0 FORMAT AND SIGNING OF BID

14.1 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 pursuant to Clauses 15.0 and 16.0.

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.

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 initiated by the person or

persons signing the Bid.

**D. SUBMISSION OF BIDS**

**15.0 SEALING AND MARKING OF BIDS**

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

15.2 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — Technical Bid & Commercial Terms & Conditions “. 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. The envelopes should be super scribed with —“Tender Notice No.& Due date of opening“.

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

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

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

16.2 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Company and Bidders previously subject to the deadline will there after be subject to the deadline as extended

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

**E. EVALUATION OF BID**

## **20.0 PROCESS TO BE CONFIDENTIAL**

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

## **21.0 CLARIFICATION OF BIDS**

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

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

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

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

## **23.0 EVALUATION AND COMPARISON OF BIDS**

23.1 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. The Technical Proposals and the Conditionalities 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) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

#### **F. AWARD OF CONTRACT**

##### **24.0 CONTACTING THE COMPANY**

24.1 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.

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

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

##### **26.0 AWARD OF CONTRACT**

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

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

##### **27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES**



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

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

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1).

The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

## **29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

"Corrupt practice" means behaviour 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, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

### **SECTION – III: TERMS AND CONDITIONS**

BSES Rajdhani Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network in South and West Delhi. Total Nineteen (19) divisions are covered under BRPL.

The COMPANY is desirous of engaging a third party and wants to assign the DT Cleaning / Meter Revamping works in following Two (2) Divisions of BRPL:

S.No.	Circle	Division
1	Outer West	Najafgarh
2	Outer West	Jaffarpur

#### **DEFINITIONS & INTERPRETATION:**

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

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

1.2 CONTRACTOR: shall mean the successful tenderer / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.

1.3 CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

1.4 SITE: The terms "Site" shall mean the working location in BRPL area.

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 respective division Head & for EBS certification, Engineer-in-charge shall be DGM-LR

1.6 Good Industry Practice: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of

undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

1.7 Effective Date: means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.

1.8 Rate: The unit rates for the work to be carried out at site will be payable by the Company to the Contractor for the due, complete and proper performance of the jobs covered under this contract.

## **2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS :**

The Contractor has to visit the site of the work under the order and ascertain thereof 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.

## **3.0 LANGUAGE AND MEASUREMENT:**

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

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

## **4. CONTRACTOR SCOPE OF WORK**

The CONTRACTOR has to confirm and undertake the full responsibility of the assigned works of DT Cleaning Work/ Revamping work to the satisfaction of the COMPANY. The contractors shall deploy the agreed manpower for carrying out the scope of work defined as below:

1. At all times perform fully and properly all functions required to be performed for DT cleaning & meter revamping work where ever required, as the Company may direct at the premises of the Company consumers.

2. Perform the DT Cleaning & meter revamping work in accordance and full compliance with the procedures and specifications. Contractor has to complete the work in totality as per the instruction of Engineer In Charge.

3. All the services related to complete the work will be provided by you as per the instruction of Engineer-in-charge.

4. Loading, unloading & transporting of all free issue materials up to contractors District Central Store/Site will be done by contractor from circle store, any other designated store/site as required.
5. Loading, unloading & transporting of all surplus and old materials from Contractors District Central Store to BRPL circle store will be taken care by contractor.
6. Separate Vendor teams to be provided for Meter and pole related work at defined ratio as per division requirement. Reporting of teams will also be done separately.
- 7.00 Based on our requirement and historical data, minimum productivity for a month shall be as follows: Score card is attached as Annexure III.
- 9.0 Productivity will be calculated based on no of Meter Observations closed in DTM excluding **“Application of M-Seal”** in meters. It should be noted that this action are required to be done at site as per requirement but will not accounted for productivity calculations.
- 10.0. Contractor will provide the photograph (Before & After) of individual meter in DT cleaning. Photograph should clearly depict meter no and, incoming and outgoing cables. All photographs shall be submitted immediately after completion of job but not later than the following month. The summary of submissions shall be attached with the monthly bills.
11. Contractor provide photograph (Before & After) of individual meter in DT cleaning. Photograph should clearly depict meter no and, incoming and outgoing cables.
12. Gap in Gland and Cable will be filled with M-Seal in incoming/outgoing of Meter terminal Gland.
13. Fixing of Shearing Nut/Bolt for Closure of DBs

**5. RESPONSIBILITY OF CONTRACTOR:**

- 5.1 The Contractor shall be solely liable and responsible for
- 5.2 Any loss of or damage to any Goods; to be read in conjunction with relevant penalty clause
- 5.3 Failure to follow any reasonable instructions of the Company of which the Contractor has to notice.
- 5.4 Maintain a material register for all the free issue materials. The relevant extract of register shall be produced for verification at the discretion of engineer-in-charge. The reconciliation of material and detail of job executed shall be given by Contractor to Engineer-in-charge. The details sheet of executed job will be in accordance of format provided by the Engineer-in-charge.

5.5 Arrange for proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs contemplated under this Contract.

5.6 Be responsible for transportation of his tools and tackles / employees from one location to another.

5.7 Provide all safety appliances, including but not limited to, safety belts, ladders, safety shoes, Safety Gloves, Helmet and Goggles, first aid box with required medicine and rain wears to its personnel.

5.8 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.

5.9 Return /deposit the old meters, meter box & other dismantled /Scraped material from Customer premises to our stores & fix a prescribed white sticker duly filled on old meter fortnightly.

5.10 Rectify defects immediately noticed during verification & inspection and rectify the data if it found incorrect.

5.11 Deploy agreed number of staff /workmen/ employees (manpower)/ fully trained and equipped for the purpose of providing Services. As per the prevailing field conditions number of manpower may be reduced/enhanced on 3 day notice. The reduction of manpower will be limited to 40% of agreed manpower.

Incase deployment of manpower is required during holidays, Contractor shall deploy the required manpower without any extra claim.

5.12 The contractor shall be responsible to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BRPL. The contractor shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.

5.13 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.

5.14 Contractor shall submit identity cards of his employees engaged in the work to Company as per the format provided by the Company. The Identity cards have to be submitted to the company within seven days of placement of order for necessary certification by the company. All identity card will be certified by the company circle manager.

5.15 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.

5.16 Make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BRPL against such payments.

5.17 The Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Contractors personnel shall be trained in administering the first aid.

5.18 The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards field activities. Such reviews shall not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his erection methods.

5.19 All the free issue material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable.

5.20 The Contractor shall be responsible for making indoor storage facilities to store all items/materials that require indoor storage at district stores.

5.21 The contractor shall collect old Meter, Meter box removed during day. These materials recovered from site on each day should be deposited in the designated BRPL Stores next day along with proof of MCR & Measurement Sheet and unused new meters. The Old Meters should be accompanied with Meter change Report (MCR), Measurement Sheet and Meter Return Docket (MRD) duly filled in Soft and Hard copies.

5.22 Store Location & Watch and Ward:

Contractor shall inform the details store address within 07 days from date of issue of work Order. The contractor shall provide adequate security at store and will be responsible for materials issued to him. The meters should be kept in lockable room.

Contractor will give authorization letter to their designated persons for issuing & returning of materials.

5.23 The Contractor should obtain and submit the details as listed in Annexure – II before commencement of work.

5.24 The contractor may engage facilitators as required for achieving the targets. Facilitator budget has been capped division wise for 10 months as under:

1. Jaffarpur: Rs. 417355/-

2. Najafgarh: Rs 417355/-

## **6.0 COMPANY SCOPE OF WORK:**

6.1 Company shall provide in advance the list of DT/ Sites on daily basis.

6.2 Company shall issue following material free of cost to be used in scope of work;

i) Meter with terminal cover

ii) Meter box

iii) Cable

iv) Seals,

v) Holograms

vi) Junction boxes

vii) Distribution boxes (Bus bar chambers)

viii) Copper flexible wire

ix) PVC steel reinforced conduit

x) Sealing wire

xi) Cable Jointing kit

xii) GI wire

xiii) MCR books

xiv) Cable glands

xv) Earth Bus Bar & any other material required to complete the job.

xvi) The contractor can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.

(xvii) M-Seal

(xviii) Armoured Caste / Masking tape

## **7.0 EXECUTION PROGRAM AND CO-ORDINATION PROCEDURE**

The Contractor hereby confirms and undertakes the full responsibility of the assigned works for carrying out the DT CLEANING /METER REVAMPING WORK covered under the area in BRPL.

The detail of works to be carried out by the Contractor is as mentioned in the scope of work. However; work allocation shall be communicated by the respective DGM of the areas. The Contractor also agrees to undertake any DT CLEANING /METER REVAMPING WORK issued by the Company which may be required to be carried out over and above the work highlighted in the scope of work for the smooth working of the system. To perform above, the Contractor shall deploy minimum manpower & resources as agreed. List of manpower/ resources to be provided by the contractor are enclosed in Section-IV

7.1 Contractor shall deploy agreed number of skilled and efficient workmen, supervisors so as to ensure that the various jobs are completed in time,

The CONTRACTOR has to provide adequate Manpower for the smooth and effective operation of the DT cleaning work in coordination and as per the satisfaction of the divisional in charge.

To perform above the contractor shall deploy qualified & experienced manpower comprising skilled & unskilled staff in accordance with the requirements of the electricity rules, safety laws and to meet the requirements of performance standards as mentioned in this document

The CONTRACTOR shall conduct the DT cleaning work of highest standards. If at any stage, the COMPANY finds the manpower not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate manpower immediately. This shall be done in coordination with the Engineer in charge

7.2 Contractor shall submit to the Company written detailed execution plan and manpower deployment plan on weekly basis, which shall match with the weekly meter replacement new connection plan of the co. provided to the contractor.

7.3 Company Representative may accompany the Contractors personnel during installation for ensuring access to Site, sealing of Meters and Metering Box and for taking over.

7.4 The Contractor shall submit to the Company's representative at Site a report that sets out in detail the jobs carried out. The Company's representative at Site shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that modifications/corrections need to be carried out Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications / corrections. The Engineer In Charge shall certify the report within 24 Hours after its submission.



7.5 On satisfactory completion of above the Company's representative shall inspect the site and certify the completion on measurement sheet

#### **8.0 CONTRACT PRICE AND VALUE:**

The contract is on Lumpsum Per Month rate basis .Rate shall be as decided through this tender.

The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever.

Any change in the minimum wages during the contracting period, the impact only in the wages of the employees will be effected in the contract on actual basis. There will be no change on margin amount on account of revision in minimum wages.

Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.

#### **9.0 TAXES & DUTIES :**

Prices shall be inclusive of all taxes and duties including labour cess (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 extra 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 introduces by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

#### **10.0 TERMS OF PAYMENT:**

The payment shall be made as under :

10.1 Contractor shall raise monthly bills by 10<sup>th</sup> of next month for the jobs performed under this Contract.

10.2 The contractor shall submit following documents for claiming payment to Engineer In-charge:

10.2.1 Monthly Invoice,

10.2.2 Material Reconciliation statement (For all free issue materials Received, utilized & balance). Any shortfall in material shall be recovered from the bills/reimbursed by you.

10.2.3 Meter replacement reports/Progress Chart & measurement sheet with relevant documents.

10.3 100% Payment shall be made to the CONTRACTOR with in 30 Days of submission of certified Bills at Vendor Support Cell subject to the fulfillment of contractual obligations.

10.4 BRPL shall make payments of the bills either by crossed cheque; or by electronic transfer directly to Contractors designated bank account, at BRPL sole option.

10.5 Payment shall be released after Tax deduction at Source (TDS) as per the prevailing rules & TDS certificates shall be issued to the contractor.

#### **10A TIMELY DISBURSEMENT OF WAGES**

The contractor shall ensure that monthly wages for the manpower are disbursed timely. Salary / Wages to be distributed not later than 7th of each month. Though the company endeavours to process contractors' bills on time as per the payment timelines mentioned in the clause no. 04 (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the contractors responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfill their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc. It may please be noted that BRPL reserves the right to terminate the contract in case of delay in disbursal of the wages at more than one instance.

#### **11.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE :**

11. 1 CONTRACTOR shall furnish the Security 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.

11.2 The Security Performance Bank Guarantee shall be of 5% of the initial contract value and shall be valid till contract period, plus three (3) months towards claim period. This amount shall remain fixed during the currency of the contracts. No change in value of BGs shall be made during the contract tenure due to change in contract value.

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

11.4 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.

11.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

## **12.0 IMPLEMENTATION OF PERFORMANCE INCENTIVE/ PENALTY SCHEME:**

Performance of the contractor shall be measured on the basis of **KEY PERFORMANCE INDICATORS (KPI)** which are elaborated in this clause .

Following shall be the incentive and penalty mechanism for DT cleaning contractor.

1. Productivity of the team shall be monitored based on the No. of observation attended by team (s) per day and same has been made a part of the scorecard itself.
2. In the spirit of rewarding good performance and developing a partnership mindset, a comprehensive scorecard (Attached as Annexure - 3) would be leveraged. The scorecard has been prepared such that the vendor can get a maximum of 115 marks out of 100.
3. The maximum incentive / penalty that can be incurred by the vendor on account of performance measured through the score card will be 20%
4. Score of less than 70 marks, in 2 consecutive months or 3 times in the year, in any division ,would lead to termination of the contract unless there are valid reasons outside vendors control that are acknowledged by the Engineer-in –charge in writing.
5. Format of the score card , along with the evaluation parameters and criteria is attached as Annexure- III

## **13. a) PROPER AVAILABILITY OF T&P:**

The contractor shall arrange proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs contemplated under this Contract.

**13. b) ALLOCATION OF SUB STATION:**

To perform the subject work, the Contractor shall be allocated substation in the respective division / Sub Divisions. Allocation shall be done by respective division in charge and the contractor shall take proper connection and timely pay the bills.

**14.0 OPENING OF OFFICE AT SITE:**

The Contractor shall also open and maintain a site office in the area and post there its authorized representative.

**15.0 INSPECTION & QUALITY CONTROL:**

(i) Inspection shall be performed by an inspector / consultant authorized by BRPL Engineer appointed by the company.

(ii) The contractor at his sole expenses shall correct defective work.

(iii) Such certification needs to be done / completed immediately after completion of work and sent to respective office / zones / Division within (3 ) working days.

**16. TIME ESSENCE OF CONTRACT:**

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified construction schedule. if at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule and shall communicate such actions in writing to employer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the time-lines/ Schedules specified or as may be instructed by the Company from time to time.

**17. PENALTY:**

**17.1 Penalty for Delay:**

Penalty for delay Rs.1000/- per day from the targeted completion subject to a maximum of 5% from the targeted completion. Extension shall be granted in respect of the following cases and no LD shall be levied: -

17.1.1 Non issue of material by Company,

17.1.2 Non availability of material to be issued by company

17.1.3 Consumer premises, if found locked

17.1.4 Disturbance & violence in the area,

17.1.5 Address not traceable after 3 attempts,

17.1.6 Consumer refused to co-operate,

17.1.7 No place for fixing meter, however, the intimation shall be given to In charge MTD for non installation of meter along with the reason.

### **17.2 Penalty for Misconduct/Mal-Practices:**

1) A penalty of Rs. 10000.00 shall be levied on contractor for the first incident of misconduct.

2) A penalty of Rs. 25000.00 shall be levied on contractor for the second incident of misconduct.

3) A penalty of Rs. 50000.00 shall be levied on contractor for the third incident of misconduct & termination of the contractor.

4) Depending upon the level of mal practice, Engineer In-Charge can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and the complaint found genuine above Penalties shall be applicable.

### **17.3 Penalty for No I-Card/Resume:**

A penalty of Rs. 5000/- shall be levied on contractor for every incident whenever employees found without I-card. / loss of I-card.

### **17.4 Penalty for Non Submission of Bills with documents:**

Contractor will raise invoice once in a month & Maximum 30 days will be given for submission of invoices to finance. (17 days to contractor+17 days for invoice verifications).

A penalty of 2% will be imposed for delay of every week up to maximum deduction of 10%.

### **17.5 Penalty for Violation**

17.5.1 In case the Contractor does not provide his employees with safety shoes & gloves the same shall be provided by the Company and the cost plus 30% overheads shall be recovered from the contractor's bills.

13.5.2 Failure by the Contractor's personnel to wear safety shoes & gloves shall attract a penalty of Rs.50/- per incident per day.

**17.6 Penalty for Damage/Loss of Meters/Material:**

In case of any loss or damage of Meter issued by company or removed from the Consumer premises a penalty as under shall be levied:

- a) For single phase meter: Rs. 10,000/-
- b) For three phase meter: Rs. 17,000/-

Any loss of meter/material should be supported by the comment of circle head and next higher authority. Also FIR against the lost meter shall be lodged under section 174

Though COMPANY shall be arranging for storage cum erection policy, in the event of any loss or damage to the goods, the contractor shall act immediately as though it has directly taken the insurance cover and accordingly, shall (i) immediately intimate such loss or damage to concern authorities and BRPL and (ii) shall immediately proceed for the documentation work i.e. lodging FIR , other required documentation to put forth the claim to insurance company

**17.7 Penalty for Safety:**

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

**17.8 Penalty for Non- Performance :**

In order to improve overall performance ,an incentive will be rewarded as a performance incentive to the contractors. Likewise , poor performance shall be penalized . The basis and process for the implementation of the performance Incentive Scheme ( Score card) is elaborated in Clause- 12 and described in Annexure – III.

**17.9 Other Penalties :**

- 1. Absence of Van without Information--Rs.1000 per day
- 2. Employee without uniform--Rs.500 per occurrence
- 3. Inadequate tools--Rs.500 per occurrence
- 4. Cable length in progress chart found more than 10% of that used on site--Deduction of full payment for service cable laid by contractor.

5. If **CA.No.**, Meter No., and D.O.I. not put on the Meter box after Installation / Replacement of meter--Rs.200 per Meter
6. Improper installation of meter resulting in burning / damage of meter--Rs.2000 per single phase meter & Rs.5000 per three phase meter
7. Delay in submission of protocol by more than one day of Installation / Replacement of meter--Rs.25 per day
8. In case of above, if the date of installation is wrongly written on progress chart or MCR--Rs.100 per day
9. Wrong final reading mentioned in the MCR--Rs.500 per MCR
10. Breakdown for more than 1 hr.--No attendance
11. Non submission of installation photograph- Rs. 10/- per installation
12. Late return (beyond next working day) of old removed meter in gunny bag to business store: 100/- per day each bag
13. Late submission of MCR (more than 3 days)- Rs. 50/- each MCR

The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Contractor of the terms of this Contract. The Company shall be entitled to set off the entire amounts due from the Contractor against the Rates payable by Company to the Contractor.

#### **19.0 HUMAN RESOURCE ISSUES:**

1. The Vendor would execute these works through their own resources.
2. The Vendor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Vendor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
3. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract. BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

4. The Vendor to deploy their manpower immediately for carrying out the work as specified above.
5. The Vendor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Vendor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
6. The Vendor shall not deploy the manpower below the age of 18 years or above the age of 58.
7. The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.
8. The Vendor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Vendor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
9. All safety wears required for the Vendor's manpower during the execution of work must be provided by the Vendor at his own cost and he shall ensure that his employees regularly use such safety gears.
10. The Vendor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Vendor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Vendor shall remove such a person objected to and provide a competent replacement immediately. The Vendor will ensure that none of the associate is engaged in any unlawful activities or any other activity subversive of the Client's interest failing which suitable action may be taken against the Vendor as per the terms & conditions of the Agreement. The Vendor will ensure that none of the manpower engaged by them will demonstrate before the offices of the Client with respect to their grievances. In case any of the manpower engaged by Vendor is found indulging in such activities, the Vendor will take suitable action against such of their employees.
11. The Vendor shall ensure compliance with minimum wage requirements of the correct category and ensure the following
  - a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi. Compliance with all other relevant PF, ESI and Insurance laws as applicable per statute. Challans / Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including their own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc. VENDOR will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment before the same is released by the Client.
  - b) Vendor shall comply with provisions of the Payment of Wages Act. 1936, Minimum wages Act-1948, Employees Provident Fund & Miscellaneous Provision Act. 1952, ESI Act 1948, Employer's Liability Act 1936,, Industrial Dispute Act 1947, Maternity Benefit



Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof or any other Act relating to rules made hereunder from time to time. For the said purpose the vendor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Client the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the assignment.

- c) Contractor shall disburse the salary of his staff through ECS only on or before 7<sup>th</sup> of every month

12. The Company reserves the right to demand the Vendor's services on holidays as well as beyond the normal working hours.

13. The Vendor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Vendor as per the terms and condition of this order.

14. The Vendor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

15. The Vendor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Vendor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Vendor or from any of the invoices payable to him or failing which it shall be recovered as per law.

16. The Vendor shall confirm in writing that he will follow and comply all the statutory acts applicable including but not limited to the following acts where special attention of the CONTRACTOR is required to be drawn towards the compliance of provision (along with the latest amendments/additions).

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Contract Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Employer's Liability Act, 1938.

Further the contractor shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labour acts related to applicable labour laws.

17.The Vendor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.

18.Vendor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

19.In case it is desired by any Labour authorities to produce the records with respect to salary/ PF/ESI/EDIL/Bonus etc, the said record/register will be made available by the Vendor.

## **20.0 STATUTORY PERMISSION/ APPROVALS:**

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to :

The Contractor must submit the following before awarding First Order and these shall be renewed time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number, if applicable.
- e) PAN No.
- f) Labour License under Contract Labour Act (R & A) Act 1970

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

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage- cum - Attendance Register.
- e) To maintain First Aid Box at Site.

f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

g) Workman Compensation Policy .

h) Labour license before start of work.

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

## **21.0 WORKMEN COMPENSATION:**

The Contactor shall take insurance policy at his own cost under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

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

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

Nothing contained in this Contract, shall establish any relationship of any kind between the Company on the one hand and the employees, workmen and labourers, of any kind whatsoever of the Contractor on the other hand.

## **22. INSURANCE**

### **22.1 THIRD PARTY INSURNACE:**

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

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

## **22.2 ACCIDENTAL INSURANCE POLICY FOR LIFE COVER:**

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such policy shall, however be reimbursed to the contractor by the company against documentary evidence.

## **23.0 DOCUMENTATION:**

23.1 The Contractor shall submit the following documents to BRPL prior to commencement of the Services.

23.2 Copy of the document certifying allotment of PF code number by RPFC office.

23.3 Copy of receipt/ insurance policy obtained to comply with the provision of the Workman compensation Act, 1923.

23.4 Or Copy of receipt/ insurance policy obtained to comply with the provision of the Employees State Insurance Act 1948.

23.5 Licenses required under the Electricity Act,

23.6 Nothing contained herein shall limit the nature of documents that Company may require the Contractor to submit to the Company. After verification of the above stated documents, entry permits for the Contractor's personnel shall be issued.

## **24. REPRESENTATION, WARRANTIES AND GUARANTEES:**

24.1 The Contractor hereby represents and warrants that:

24.2 It is a legally recognized entity under the laws of India and is registered under the Sales Tax, Works Contract & GST Act and shall furnish the relevant documents on demand;

24.3 The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;

24.4 It has studied the feasibility, Establishment conditions and other prevailing conditions and all other operational details and based on these studies carried out, and has, on the basis of such study agreed to provide to the Company the Services as contemplated in this Contract;

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

24.6 It shall procure suitable materials and manpower for the purposes of this Contract to render Services;

24.7 The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BRPL, and in any event, in accordance with the Annexure to this contract.

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

24.9 It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

24.10 There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract.

**25.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:**

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the

CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, EHV Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

**26.0 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 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.

## **27.0 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:

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

All contractors' staff is accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition

3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

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

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

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

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

10. Wet jet in grinding and stone cutting is being permitted at site.

11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

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

**28 B) GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS/ DUG AREA WHILE DOING WORK AT SITE IN BRPL AREA**

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.

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

**29.0 CONFIDENTIAL INFORMATION / SECRECY:**

29.1 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.

29.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the



Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

29.3 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.

29.4 The Contractor shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

29.5 The Contractor hereby covenant that the Contractor shall be responsible for theft if any committed by his staff and the contractor shall indemnify from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non observance by the contractor of any of the terms and conditions of this contract. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this contract as it may consider necessary or desirable and shall be entitled to recover from the contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

**30.0 FORCE MAJEURE:**

**30.1 General:**

An “Event of Force Majeure” shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected partys ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

### **30.2 Specific Events of Force Majeure:**

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and Explosions or fires

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

### **30.3 Notice of Events of Force Majeure:**

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

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

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

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

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

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

### **30.4 Mitigation of events of force majeure:**

The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

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

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

### **30.5 Burden of proof:**

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

### **30.6 Terminations for certain events of force majeure:**

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

### **31.0 RISK & COST:**

If the Contractor 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.

### **32.0 TERMINATION:**

The Agreement can be terminated by the Company before the expiry of its term under the following conditions:

32.1 The Contractor fails to install the meters as per requirement of the Company.

32.2 The Contractor fails to install the meters as per procedure mentioned here with;

32.3 It is found by the Company that the Contractor has intentionally manipulated the meter installation or corrupted the data, or disclosed any of the contents of the details to any third party.

32.4 The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;

32.5 The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or innovates any of its obligations in contravention to the provisions of this order.

32.6 The Contractor breaches the Secrecy Clause.

32.7 If at any stage during the tenure of the work order , Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any consumer or to give bribe official/staff or misuse or abuse any meter of the Company.

32.8 The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses connection with any claims there to and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provision of this clause.

32.9 BSES reserve the right to blacklist you for a period of 2 years incase of unsatisfactory work or non-compliance with any of the above stated terms and 3 years in case of serious complaints, during the period no review shall be entertained.

32.10 Amounts required to be adjusted / reimbursed pursuant to this clause shall be duly adjusted and/or reimbursed as the case may be at the BRPL option. For the sake of clarity, reference to terms shall include pricing and commercial terms.

### **33.0 GOVERNING LAW AND ARBITRATION:**

#### **33.1 Governing Law:**

This Work shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

#### **33.2 Dispute Resolution Mechanism:**

33.2.1 Notwithstanding anything contained in this Contract, all questions, disputes or difference whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the Contract or matters related thereto whether during the currency of the Contract, or its failure or after the completion of the Contract shall be settled by a sole arbitrator to be nominated and appointed by BRPL.

33.2.2 The arbitrator shall be of BRPL The award of the arbitrator shall be final and binding on the parties to the Contract.

33.2.3 For all other matters as not specified in Clause 24.0 the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and /or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.

33.2.4 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Contract with due diligence. BRPL reserves the right to withhold all disputed payments/disputed work under this Contract during the pendency of the dispute.

**34.0 INDEMNIFICATION:**

The Contractor shall indemnify at all times the Company and hold harmless all directors and employees of the Company against any claims, law suits or damages occurring as a result of the award of this contract or due to the operation, maintenance and administration of this contract and against costs and expenses, if any incurred by us in connection therewith and prejudice to make any recovery.

**35.0 NON-EXCLUSIVITY:**

The agreement of this work to the Contractor shall not preclude the Company from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion places the order on any other party.

**36.0 SUBLETTING:**

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

**37.0 AMENDMENT:**

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

**38.0 NOTICE:**

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

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

**39.0 ENTIRE AGREEMENT:**

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

**40.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall become effective for all purposes from the date of issuance and shall remain valid up for a period of Ten (10) Months. 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 at company's sole discretion . If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after 10 months

**41.0 ACCEPTANCE:**

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

**Special Annexure - A**

Terms & Conditions related to induction of Vans

- Any make (7-8 seated)
- 1 mobile phone to be given with each van
- Drivers expenses to be handled by contractor
- Fuel expenses, maintenance & other charges (licensing,Insurance etc.) to be borne by the contractor
- Adequate tools to be provided with each van separately
- No. of Vans can be changed by giving a prior notice of at least 7 days
- Strict attendance is required for each van according to the time decided by the planning team.

- In case of any fault in operation of the van, alternate arrangement to be made by the contractor within 1 hr.

### **Special Annexure B**

#### Requirements for Bill Submission

##### --- Execution Contractor

- Material Consumption record duly signed.
- Stock statement duly verified by store in charge on monthly basis.
- EBS certificates should be verified by Head (MMG)-BRPL.
- Meter Return Dockets (MRD), Attendance record of Vans and Record of daily output (van wise) should be submitted as per approved format as enclosed.

#### **ANNEXURE II**

1. The Contractor should obtain and submit the following details before commencement of work.
2. Certificate of registration under Contract labour (R & A) Act 1970.
3. PF Code No. and all employees to have PF A/c No. under PF Act, 1952
4. All employees to have a temporary or permanent ESI Card as per ESI Act.
5. ESI Registration No.
6. To follow Minimum Wages Act prevailing in the state.
7. Salary/ Wages to be distributed not later than 7th of each month in presence of
8. Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill.
9. To maintain Wage cum Attendance Register.
10. To maintain First Aid Box at Site.
11. GST registration number.
12. Electrical License.
13. Workmen compensation policy.
14. Third party Insurance Policy.
15. Accidental Insurance Policy

16. Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services ) Act 1996.
17. The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
18. The CONTRACTOR shall give a written declaration / undertaking on or before 17th of the following month that he has complied with the following:
  - Has paid minimum wages to his manpower.
  - Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted



**ANNEXURE III**

Scorecard finalized for DT cleaning work is attached as Annexure-III.

Annexure III: Performance Evaluation Score card for DT cleaning															
S. No.	Parameters	Evaluation Criteria	Information source	Score Weightage	Score Assignment					Remarks	Template for Data Collection & Processing	Data Check Points	Department & Person Responsible for Data Collection & Processing, if any	Period for Data Collection	Date for Data Supply to Scorecard Coordinator
					40	30	20	10	0						
A	Vendor Person Productivity			40	Productivity will be calculated on Per deployed Man days and calculated on monthly average										
				10 Marks for each 0.5 increased productivity upto	40	30	20	10	0	-					

					maximum of 30											
1	Productivity	Number of Observations per Person per day	DGM(O&M)	40								N.A.	1. Number of observations 2. Number of Persons	DGM (O&M)	Last day of the month under evaluation	2nd day of the following month
		For NJF, JFR				Actual Productivity: >2.75	Actual Productivity: 2.0 - 2.75 (=)	Actual Productivity: 1.5 - 2.0 (=)	Actual Productivity: 1.25 - 1.5 (=)	Actual Productivity: 1 - 1.25(=)	Actual Productivity: <1	Baseline productivity per person 1.5 for NJF, JFR.				
B	Work Quality			40												
1	Quality of Work	As per the QA checklist provided	Surveillance team	30		30	24	18	12	6	0					
						95-100%	90-95%	85-90%	80-85%	75-80%	<75%	QA Checklist	1. Quality report 2. Field Visits	QA department will have primary responsibility	Daily	

															but inputs from field visit of officials from PMO and other senior functionaries would also be taken into account		
<b>2</b>	Material Reconciliation	As per DGM (LR) Certificate	DGM(O&M)	10		<b>10</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>0</b>						
						95-100%	90-95%	85-90%	80-85%	75-80%	<75%						
<b>C</b>	<b>Compliance with Contract Conditions (To be filled monthly based on daily monitoring)</b>			<b>25</b>													
						<b>x</b>	<b>x/2</b>	<b>0</b>					<b>where x is respective score weightage</b>				

1	Availability of manpower	Sufficient manpower deployed for work	Zonal Manager	10		Shortage in manpower provided vis-a-vis requested by BRPL <=5%	Shortage in manpower provided vis-a-vis requested by BRPL <=10%	Shortage in manpower provided vis-a-vis requested by BRPL >10%				NA	1. Manpower required vs manpower deployed	DGM (O&M)	Daily	2nd day of the following month
2	Timely reporting	Reporting time of Person at site	Zonal Manager	5		All team members are on site by 9:30 AM	90% or more team members on site between 9:30 - 10:00 AM	Less than 90% of team on site upto 10:00 AM				NA	1. Attendance Sheet	DGM(O&M)	Daily	2nd day of the following month
3	Van Availability	Absence of Van without information	Zonal Manager	10		No instance of van being absent without information	0<No. of instance where van is absent without information<3	4 or more instances where van is absent without information				NA	Vehicle log book	DGM(O&M)	Daily	2nd day of the following month

Incentive Clause		
1	Final Score > 100	10% Incentive

2	95 <= Final Score < =100	5% Incentive
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Penalty Clause		
1	Final Score <= 65	10% Penalty
2	65 < Final Score < = 70	5% Penalty
3	Final Score for 2 Consecutive months (in a given financial year ) less than equal to 70	Continuation of contract will be reviewed by Circle Head (OW)

S.No	Group	Type	Equivalent Job
1	Meter	Meter revamping / Quality to limit theft	0.5
2	Meter	Meter replacement / relocation / Both action on same meter	1
3	Pole	DB closing	0.5
4	Pole	Pole DB revamping to limit theft	1
5	Pole	Pole DB installation / Replacement	2
6	Cable	Armor cast/ Masking Tape per installation	1
7	Cable	Replcement of Bare / AB cable with Armour cable ( Per 30 meter)	1

**SECTION-IV**

**DETAILS OF RESOURCES**

The division wise detail of required resources is as under:

S.No.	Circle	Division	L/M	ALM	S/V	Total	Vehicle to be deployed ( Van for 12 hours)
			Qty in Numbers				
1	Outer West	Najafgarh	15	15	1	31	7
2	Outer West	Jaffarpur	15	15	1	31	6

**SECTION-V: PRICE FORMAT**

S.N	NAME OF CIRCLE	DIVISION	Lump sum rate (in Rs. Per month) for carrying out DT cleaning/ Revamping work (Including of all taxes and Duties Except GST)*
1	Outer West	Najafgarh	
2	Outer West	Jaffarpur	

\*Note :

- 1) Rate for the scope of work as defined .
- 2) GST shall be paid extra at actual on the above quoted rate.

## TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

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



**BID FORM**

To

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

1. We understand that BRPL is desirous of services ..... in it's licensed distribution network area in Delhi
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications 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 will furnish a performance bank guarantee for an amount of 5% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
4. We agree to abide by this Bid for a period of ..... days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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 thereof, 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-I**

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

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

(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 Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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

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

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

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. 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 2020 at

1. For Bank

2.

Signature

Name

Power of

Attorney No:

Banker's Seal

**FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

**Signature of the witness**

**Communication Details**

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

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

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

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