

Tender Notification for

**“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 73 NOS.
ROUTERS IN BRPL”.**

NIT NO: CMC/BR/19-20/SV/AR/AN/843 DT: 28.02.2020

Due Date for Submission of Tender: 12.03.2020 03:45 PM

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U40109DL2001PLC111527
Telephone Number: +91 11 399999444
Website: 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 **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 73 NOS. ROUTERS IN BRPL”**.

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

“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 73 NOS. ROUTERS IN BRPL”.

“NIT NO CMC/BR/19-20/SV/AR/AN/843 DT: 28.02.2020”

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

Estimated Amount	: Rs 1.25 Cr (with GST)
Earnest money Deposit	: Rs 250000
Cost of Tender form (Non- Refundable)	: Rs.1180/-
Delivery Period of the contract	: 1 week from the date of issuance : of PO
Tender documents on sale	: 28.02.2020 (working days)
Date & time of Submission of Tender	: 12.03.2020 till 15:45 HRS
Date & time of opening of Tender (Opening of technical bid)	: 12.03.2020 till 16:00 HRS

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

The tender papers will be issued on all working days upto the date as mentioned above. The tender documents & detail terms and conditions can also be downloaded from the

website 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. Commercial Terms & conditions
 - d. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:
 - (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) Tender is received after due date and time.

1.3 Qualifying Criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding: *(All below mentioned criteria should be met simultaneously).*

1.3.1 TECHNICAL QUALIFYING CRITERIA :

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

1.3.1.1. The bidder should have minimum 10 years of experience in similar line of business as per the scope in this tender document.

1.3.1.2 The bidder should have delivered minimum 100 nos. routers of industrial grade (IEC-104).

1.3.1.3 The bidder should have ISO certification.

1.3.1.4 The bidder should have technically qualified and experienced engineers, technicians specially for routers. The bidder shall submit project organization chart.

Technical qualification of the bidder shall be subject to approval of POC of the product by BRPL.

1.3.2 COMMERCIAL QUALIFYING CRITERIA :

1.3.2.1 The bidder should have average annual turnover of Rs. 100 Crores in each of the last three financial years (i.e. FY 2016-2017, FY 2017-2018 & FY 2018-2019).

1.3.2.2 The bidder should not have been at any time debarred/blacklisted by any Government/PSU Enterprise/BRPL/other utilities in India. The bidder should submit an undertaking in their letterhead.

1.3.2.3 Bidder should have valid Registration No. of GST and PAN no.

1.3.2.4 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:

- (a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- (b) Bidder must not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender..
- (c) 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.
- (d) No joint ventures/ consortiums are allowed.

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

- i) Latest audited balance sheet
- ii) Detail of Banker & Cash Credit limit
- iii) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- iv) Memorandum & Articles of Association of the Company
- v) Organization Chart of the company
- vi) Experience details with credentials
- vii) Turnover certificate issued by C.A for the last three (3) Financial Years.

BSES 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.

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
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of all qualifying criteria
- Technical Literature if any.
- Any other relevant document

- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications
- Duly filled & signed Bid form
- Project Organization chart
- Details of router MAKE & model no. with detailed BOQ(if applicable).

The technical bid shall also contain this tender Document with all pages signed & stamped with bidder's seal as an acceptance to the terms & conditions mentioned in this tender document.

PART B: FINANCIAL BID comprising of

* Prices strictly in the Format (1 original only) enclosed in **SECTION V**

1.5 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Queries	All Queries related to RFQ	05.03.2020
2	PART A Technical and Commercial Bid submission	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, tender Document with all pages signed & stamped with bidder's seal as a token of acceptance to the terms & conditions as mentioned in this tender document.	12.03.2020 Time: 3:45 PM
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 **as mentioned in clause 1.01**. 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.

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 Techno- commercially 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-D in this tender document. Training/details shall be provided to bidders before participation in auction.

In case RA is not conducted/ concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

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

1.4.2 Award Decision

a) Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

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

c) 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.

d)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 to other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

e)BRPL management reserves the right to award the contract to one or maximum two bidders in the case of equal quotes by multiple bidders without assigning any reason thereof.

f) In the event of your bid being selected by BRPL (and / or its affiliates) and your subsequent DEFAULT on your bid; you will be required to pay BRPL (and / or its affiliates an amount equal to the difference in your bid and the next lowest bid on the quantity declared in RFQ.

Quantity Variation: BRPL reserves the rights to vary the quantity by (\pm) 30% of the tender quantity.

Repeat Order: BRPL reserves the right to place repeat order at the same rates & terms and conditions as per this tender against additional requirement subject to mutual agreement between BRPL & the contractor.

Splitting of quantity: BRPL reserves the right to distribute the tender quantity/packages on one or more eligible bidders at L1 bidder price to meet out the implementation timelines.

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 marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

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.

	Technical	Commercial
Contact Person	Head-IT Copy to :Head (Contracts)	Head (Contracts)
Mail ID	mrityunjay.kumar@relianceada.com sudhir.verma@relianceada.com	ananda.raj@relianceada.com amitava.nandi@relianceada.com shilpa.suman@relianceada.com
Address	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, “D” 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 “are desirous of awarding work for to **“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 73 NOS. ROUTERS IN BRPL”** . The Company has now floated tender for this work in BRPL as notified earlier in this bid document.

2.0 SCOPE OF WORK

The scope of work for **“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 73 NOS. ROUTERS IN BRPL”** For details refer **Section – IV.**

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which

may or may not be correct. Each Bidder/Bidding Consortium should conduct its 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.

- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the work.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 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. BIDDING DOCUMENTS

- 5.01 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
Terms & Conditions	- Section -III
Scope of work	- Section -IV
Price Format	- Section V

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.
- 6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

The same shall be published as a corrigendum in website www.bsesdelhi.com

Company shall reserve the rights to following

- a) extend due date of submission
- b) modify tender document in part/whole
- c) cancel the entire tender

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

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 **BID FORM**

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

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder’s conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

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

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 lowest 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, or
 - (ii) Furnish the required performance security BG.
- (C) Misrepresentation of facts influencing the bidding process.

10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items and Taxes & Duties. The total Bid Price shall also cover all the Contractor's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price with taxes, duties & freight upto destination.

- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.
- 10.03 Prices quoted by the Bidder shall be “Firm” and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non -responsive and rejected.
- 10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

- 12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

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

- 14.01 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 Clauses15.0 and16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections

shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No. & Due date of opening“.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture/Consortium is acceptable. 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

19.01 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

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

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

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (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.

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

25.00 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 and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation

to inform the affected Bidder or Bidders of the grounds for the Company's action.

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

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

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

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

"Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Company of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;

(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.

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

SECTION – III: TERMS AND CONDITIONS

1.0 General Instructions:

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** 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.
- 1.03** 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.
- 1.04** 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.
- 1.05** 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.
- 1.06** Quantity mentioned in SECTION-V is the total quantity. The company reserves the right to split the order among various successful bidders in any manner he chooses without assigning any reason whatsoever .
- 1.07 Interpretation:**
- 1.07.1** The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this service contract and,
- 1.07.2** The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Service Contract to any person or persons or circumstances except as the context otherwise permits.
- 1.07.3** References to the word "include" or "including" shall be construed without limitation.
- 1.07.4** The Appendices annexed to this Service Contract form an integral part of this Service Contract and will be of full force and effect as though they were expressly set out in the body of the Service Contract;

1.07.5 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

1.07.6 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract;

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Company** shall mean **BSES Rajdhani Power Limited**, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.
- b) **Bidder** shall mean the firm who quotes against this bid enquiry issued by the company.
- c) **Letter of Acceptance** shall mean the official notice issued by the company notifying the bidder that his proposal has been accepted and it shall include amendments thereto, if any, issued by the company. The “Letter of Acceptance” issued by the company shall be binding on the bidder. The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- d) **Month** shall mean the calendar month and **Day** shall mean the calendar day.
- e) **Codes and Standards** shall mean all the applicable codes and standards as indicated in the Specification.
- f) **Offer Sheet** shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- g) **Contract Period** shall mean the period during which the **Contract** shall be executed as agreed between the contractor and the company in the Contract inclusive of extended contract period for reason beyond the control of the Contractor and/or Company due to force majeure.
- h) **Acceptance** shall mean and deemed to include one or more of the following as will be stipulated in the specification:
 - i) The written acceptance of material by the inspector at contractors works to ship the materials.

- ii) Acceptance of material at Company site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - iii) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.
- i) **Rate** : The unit rates for the work as described in the section –IV (scope of supply) shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.
- j) **Contract Specification** shall mean the Technical specification of the work as agreed by you and description of work and all such particulars mentioned directly/referred to or implied as such in the contract.
- k) **Engineer in Charge (EIC)** shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- l) **Contractor** shall mean the successful Bidder / vendor to whom the contract has been awarded.
- m) **Sub-Contractor** shall mean the persons, firm or company to whom any part of the contract has been sublet by the Contractor with the prior written consent of the Company.
- n) **Contract**, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.
- o) **Site**, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the Contractor.
- p) **Contract Price** shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- q) **Temporary Works** shall mean all temporary works of every kind required in or about the execution or maintenance of the works.
- r) **Permanent Works** shall mean the permanent works to be executed and maintained in accordance with the Contract.

- s) **Specifications** shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Company from time to time.
- t) **Approved**, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and “approval” means approval in writing by Company, including as aforesaid.
- u) **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 dimensions, units etc.
- v) **Cost:** The word “Cost” shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.

3. ENGINEER IN-CHARGE:

The term "Engineer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the work. For this order Engineer In Charge shall be Head-IT, BRPL or his nominated representative.

4. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

5. LANGUAGE AND MEASUREMENT:

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

6. CONTRACT DOCUMENTS & PRIORITY

6.01 Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

6.02 Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.

7.0 SCOPE OF SUPPLY - GENERAL

7. 01 The “Scope of Supply” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this tender whether implicit or explicit.

7.02 Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

7.03 Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

7.04 All relevant drawings, data and instruction manuals.

8. .0 QUALITY ASSURANCE AND INSPECTION

8.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Company before proceeding with manufacturing. However, Company shall have right to review the inspection reports, quality checks and results of contractors in house inspection department which are not Customer hold points and the contractor shall comply with the remarks made by company or his representative on such reviews with regards to further testing, rectification or rejection, etc.

8.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the contractor is obliged to notify the Company in advance so that it may be witnessed by the Company. Final inspection is a mandatory hold point. The contractor

needs to proceed with the work past a hold point only after clearance by company or a witness waiver letter from BRPL.

8.03 The performance of waiver of QA activity by Company at any stage of manufacturing does not relieve the contractor of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the company.

8.04 On completion of manufacturing the items can only be dispatched after receipt of dispatch instructions(MDCC) issued by the company.

8.05 All in-house testing and inspection shall be done without any extra cost. The in-house Inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

8.06 Company reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Company. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the contractor is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidders representative.

9.0 PACKING, PACKING LIST & MARKING

9.01 Packing: Contractor shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL without undue risk of damage in transit.

9.02 Packing List: The contents of each package shall be itemized on a detailed list showing the exact weight and the extreme outside dimensions (length, width and eight) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

10.0 PRICES BASIS FOR SUPPLY OF MATERIALS:

Bidders to quote their prices on Landed Cost Basis and separate price for each item.

FIRM prices for Supply to BRPL-Delhi shall be inclusive of packing, forwarding, loading at manufacture's premises, payment of GST and freight. The above supply prices shall also include unloading at site stores. Transit insurance will be arranged by the bidders.

11.0 RESPONSIBILITY OF CONTRACTOR

The Contractor shall be solely liable and responsible for

11.1 Failure to follow any reasonable instructions of the Company associated with the scope of work and/or functioning of the contractor under this agreement, of which the Contractor has to abide and confirm the adherence in writing.

11.2 Carry out any other job, which is not listed above but which is linked/associated with the terms/functioning of the contractor, as may be instructed by BRPL.

11.3 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.

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

11.5 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.

12.0 CONTRACT PRICE

12.1) Rate shall be decided through this tender as per the attached price format

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. 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 supply until such

material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.

12.2) The prices/rates quoted for each item/work in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, duties, only GST shall be shown separately. i.e. incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Company.

12.3) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension (s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Company.

12.4) The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.

9.0 VALUE OF THE WORK ORDER:

Value of work order will be worked out on the basis of finalized rates.

10.0 TAX & 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 introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

11.0 EFFECTIVE DATE OF CONTRACT:

The date of the issuance of the Letter of Acceptance/Purchase Order shall be treated as the effective date of the commencement of Contract.

12.0 PERFORMANCE GUARANTEE

12.01 Bank guarantee shall be drawn in favour of “BSES Rajdhani Power Ltd” as applicable. The performance Bank guarantee shall be in the format as specified by BRPL.

12.02 Contract performance bank guarantee of total 10% of the contract price shall be submitted within 15 days of award of contract with the validity till completion of the contract period plus three(3) months.

12.03 Contractor shall submit the Equipment Performance Bank Guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 14.0 (Terms of payment and billing – SUPPLY), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

"Notwithstanding anything stated in this agreement, It is agreed by the Seller that in case of default by the seller in furnishing the Performance Bank Guarantee, the purchaser/BRPL, without prejudice to the rights available with the purchaser, shall be entitled to retain a total sum not exceeding 120% of the amount of required performance bank guarantee for the tenure and upon the terms as specified in this agreement. It is agreed that the purchaser shall not be paying any interest for the said sum retained by the purchaser in lieu of default by the seller in furnishing the performance bank guarantee and no claim of any nature shall be maintainable from the side of seller, disputing the above said retention. Whereas, in case, after the deduction of above sum by the purchaser, if the seller at any point of time, submits the PBG of the required value and tenure and requests for the refund of the amount retained on this ground, the purchaser shall be releasing the money retained in lieu of PBG without any interest/cost."

13.0 PENALTY FOR DELAY

13.01 If supply of items / equipment is delayed beyond the supply schedule as stipulated in LOI/PO, then the Contractor shall be liable to pay the Company for delay a sum of 1 % (one percent) of the basic (ex-works) price for every week of delay or part thereof for individual mile stone deliveries.

13.02 The total amount for delay under the contract will be subject to a maximum of ten (10%) percent of the total contract value.

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

14.0 TERMS OF PAYMENT:

TERMS OF PAYMENT AND BILLING – SUPPLY & INSTALLTION

Supply Part

a) 70% prorata of supply value shall be payable against supply of equipment and materials within 30 days against receipt of material at site and submission of following documents duly certified by BRPL Engineer-in-charge:

- i. Consignee copy of LR
- ii. Detailed invoice showing commodity description, qty, unit & total price,
- iii. Original certificate issued by BRPL confirming receipt of material at site & acceptance
- iv. Dispatch clearance & inspection report issued by the inspection authority
- v. Packing List, Test Reports
- vi. Guarantee Certificate.

b) 30% prorata after Installation, testing, Commissioning & Integration with SCADA duly certified by BRPL Engineer-in-charge and Handing Over of the entire Installation and submission of BG of 10% of contract value valid up to Defect Liability period plus 3 months towards Claim period.

Erection, Testing, Installation and Commissioning:

a) 100 % after Installation, testing, Commissioning & Integration with SCADA duly certified by BRPL Engineer-in-charge.

14.02 Payment is subjected to receipt of correct invoice(s), Excise invoice(s) and delivery challan.

14.03 The above documents shall be submitted to Vendor Support cell Tel No.39999736 at our Nehru Place Office.

15.0 DEFECTS LIABILITY PERIOD:

The bidder to Guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

16. 0 RETURN, REPLACEMENT OR SUBSTITUTION.

BRPL shall give Contractor notice of any defective Commodity promptly after becoming aware thereof. BRPL may in its discretion elect to return defective Commodities to Contractor for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Contractor of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a

Commodity hereunder should be for the account of Contractor. BRPL may set off such costs against any amounts payable by BRPL to Contractor. Contractor shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

17.01 EVENTS OF DEFAULTS:

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

- a) Fails to complete execution of work within the terms specified in this work order.
- b) Fails to complete works in accordance with the approved schedule of works.
- c) Fails to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Fails to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Fails to comply with any of the terms or conditions of this work order.
- f) Fails or refusing to pay any amounts due under the Contract.
- g) Becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor's creditors file any petition relating to bankruptcy of Contractor.
- h) Fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from the company.

17.02 CONSEQUENCES OF DEFAULT

- (a) If an Event of Default shall occur and be continuing, company may forthwith terminate the Contract by written notice.

- (b) In the event of an Event of Default, company may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
- (i) Present for to the relevant bank the Performance Bond;
 - (ii) Purchase the same or similar Commodities from any third party; and/or
 - (iii) Recover any losses and/or additional expenses company may incur as a result of contractor's default.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

18.0 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 property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

19.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

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

All contractors' staff is accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

20.0 REPRESENTATION, WARRANTIES AND GUARANTEES :

The contractor hereby represents warrants and guarantees that :

- i) It is legally recognised entity under the laws of India;
- ii) The contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) It has studied the technical feasibility, site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the company the services as contemplated in this contract;
- iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) It shall procure vehicles and manpower suitable for the purposes of this contract to render services as contemplated in this contract;
- vi) The services would be conducted in a safe and efficient manner at the site and at all times in compliance with Good Industry Practices and requirements of the company;
- vii) It shall duly pay the duties, taxes and levies as are set out in this contract, which are to be paid by the contractor;

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.

21.00 INDEMNITY:

Notwithstanding contrary to anything contained in this RFQ, Contractor shall at his costs and risks make good any loss or damage to the property of the Company and/or the other Contractor engaged by the Company and/or the employees of the Company and/or employees of the other Contractor engaged by the Company whatsoever arising out of the negligence of the Contractor while performing the obligations under this contract.

Contractor shall indemnify and save harmless Company against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

21.1) any breach, non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.

21.2) any act or omission by contractor or its employees or agents.

21.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by Company or any other third party at site including adjoining neighbors.

21.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

22.0 ASSIGNMENT

This Work Order shall not be assigned either fully or in part by the Contractor to any third party without the consent, in writing, of the BRPL and upon such terms as are mutually agreed by both the parties hereto. BRPL may, in whole or in part, assign this Work Order to its affiliates, without the prior written consent of the Contractor. In the event this Work Order is assigned under the terms of this Clause, the assignees of the respective parties shall be bound by the terms and conditions of this Work Order and shall, if deemed necessary by the parties at the time of such assignment, undertake in writing to be so bound by this Work Order.

23.0 SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory

execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

24.00 RECOVERIES:

In the event of any money becoming recoverable under this Work Order, from and payable by the Contractor to the BRPL, the BRPL shall be entitled to recover such sum by deducting in part or in whole from any sum payable or thereafter may become payable to the Contractor under this or any other Work Order. In the event that the amount deducted by the BRPL are not sufficient to cover the full amount recoverable the Contractor shall, on demand, make payment of such remaining amount to BRPL. The reason for any such deduction shall be informed to the contractor by BRPL immediately.

25.00 WAIVER

Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

27.00 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 contractor shall furnish copy of policy when demanded by BRPL.

28.00 MOBILISATION:

The Contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within seven days (7) of receipt of LOI or Work Order whichever is earlier.

26.00 INDEPENDENT CONTRACTOR

Nothing in the Work Order shall be deemed to constitute either party (BRPL or Contractor) a partner, agent or legal representative of the other party, or to create any fiduciary relationship between the parties. The Contractor is and shall remain an independent contractor in the performance of its obligations hereunder, maintaining

complete control of its employees, agents, sub-Contractors and operations required for performance of the obligations under the Work Order.

27.0 GOVERNING LAWS AND JURISDICTION:

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

28.0 RELEASE OF INFORMATION AND CONFIDENTIALITY:

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution 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, drawings, records and other documents 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.

This 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 execution of this order, if any, immediately after they have been used for agreed purpose.

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

29.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon

the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

30.0 FORCE MAJEURE:

a) 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

b) 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.

c) 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.

d) 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.

e) 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.

f) 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 SECRECY CLAUSE:

32.1 The technical information, drawing and other related documents forming part of this Work Order and the information obtained during the course of investigation under this Work Order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of this Work 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 Work Order.

32.2 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 Work Order, if any, immediately after they have been used for agreed and approved purpose.

32.3 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.

32.4 The provisions of this Clause shall remain effective for a period of five (5) years from the expiry or termination of this Work Order.

32.5 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.

33.0 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.

34.0 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.

35.0 AMENDMENT:

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

36.0 NON-EXCLUSIVITY

The award of this order 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 can place the order on any other party.

37.0 VENDOR CODE OF CONDUCT

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

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

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

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

38. TERMINATION OF CONTRACT:

The contractor hereby undertakes to fully comply and conform to the terms and conditions of this Order. In the event of failure to do so, company shall have the right to terminate the assignment and claim damages. The upper limit for the damages will be the value of equivalent material / services, which are available from Third parties. In case of unfinished/incomplete supplies, due to reasons not attributable to the company, the

company reserves the right to complete the supply at the contractor's risk & cost, by engaging any third party.

39.00 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.

SECTION- IV- SCOPE OF WORK

1. QUANTITY AND DELIVERY REQUIREMENT:

<u>Item Description</u>	<u>Requirement</u>	<u>Delivery Schedule</u>	<u>Location</u>
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 73 NOS. ROUTERS IN BRPL	<u>73 Nos.</u>	<u>1 week from the date of issuance of PO.</u>	<u>BRPL-Okhla Store/sites</u>

2. Specifications of the routers shall be as below:

Router should be industrial grade, rugged type designed for grid application. The selected router model should confirm the following minimum technical specification -

- (a) LAN RJ45 port - 6 nos.
- (b) Serial com port - 2 nos.
- (c) WAN port on fiber/ combo port with suitable trans-receiver- 2 nos.
- (d) Operating temperature - 60 deg C
- (e) SCADA Communication protocol IEC-60870-5/ 104 with all industry standard features and DNP3 to serial to IP translation .
- (f) Ingress protection class - minimum IP30

- (g) SCADA protocol (serial to IP) translation features allows customer to easily integrate legacy (Non-IP) device on to an IP network.
- (h) Power supply - 10 to 60V DC on
- (i) Encryption - IPSec VPN
- (j) Cellular enabled
- (k) The router should support ISP MPLS BGP.
- (l) The router should support SNMP, NTP
- (m) Installation and commissioning of supplied router as per present working scenario.
- (n) Preferred MAKE - CISCO / NOKIA / Fortinet / Juniper

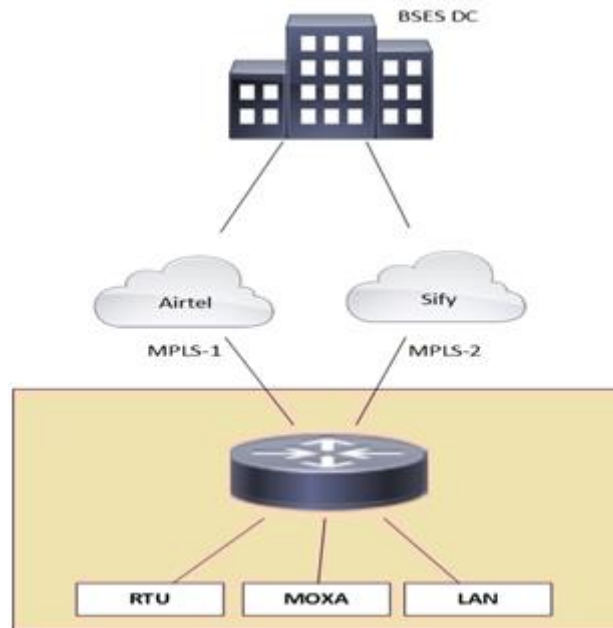
3. Scope of Work

The contractor shall perform following tasks and enable given features in the network product line. This task list/ features list could be redefined based on mutual discussion and agreement between the contractor and BRPL IT team during commissioning.

3.1 Pre-Implementation Activities

- Verify the BOM against the supplied devices.
- POST of supplied devices.
- Site visit to check perform readiness check (Power, Rack space, Network).
- Submit Pre-Implementation document & Signoff.
- Physical mounting of “Routers”.

3.2 Network Layout



3.3 Implementation Activities, Installation and Configuration

Router-

- Installation and configuration of routers.
- Upgrade the IOS with latest and recommended version if required.
- Routers will be configured with 2 nos MPLS/WAN Ethernet Links.
- Configuration of BGP For MPLS connectivity and Advertise the Local routes.
- Configuration of LAN for RTU, MOXA devices that will be directly connected to Router.
- IEC-104 logs and IP service license activation/ demonstration

3.4 Testing/Handover and Sign Off

- Testing the entire setup based on the pre-defined (agreed) test script
 - Sign off
4. Warranty period requirement - 5 years and support from OEM NBD. Product update and IOS support shall be more than 7 years from the date of purchase.
5. Delivery location of the routers for installation purpose - Okhla store, BRPL
6. Call response time shall be within 4 hours. Faulty devices must be replaced by next business day.

SECTION- V- PRICE FORMAT

Name of the Organization :

Address & Telephone Number :

Dispatch Location:

GST No:

PAN No.

S.NO.	ITEM DESCRIPTION	UNIT	QTY	RATE(Rs.)	AMOUNT (Rs.)
1	Supply of routers as per the scope of work given in section-IV of this tender document.	EA	73		
2	Installation, testing & commissioning of routers as per the scope of work given in section-IV of this tender document.	EA	73		
TOTAL AMOUNT					
GST@___%					
TOTAL AMOUNT I/C GST					

- Note: 1. Please indicate the exact percentage of taxes in figures and words.
 2. If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
 3. Bidders are requested to attach the covering letter head along with the price bid indicating NIT no and date.

Bidders seal & signature

ANNEXURE- A

BID FORM

To

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

1. We understand that BRPL is desirous of carrying out
in its licensed distribution network area in Delhi
2. If our Bid is accepted, we undertake to provide our services as per completion
schedule mentioned in the tender document from the date of award of work
order/letter of intent
3. .If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in
the RFQ for due performance of the Contract in accordance with the Terms and
Conditions.
4. We agree to abide by this Bid for a period of 120 days from the due date of bid
submission and it shall remain binding upon us and may be accepted at any time
before the expiration of that period.
5. Unless and until Letter of Intent is issued, this Bid, together with your written
acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest, or any bid you may
receive.

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

Dated this..... day of..... 2017

Signature..... In the capacity of
.....duly authorized to
sign for and on behalf of(IN BLOCK

CAPITALS).....

ANNEXURE-B

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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 "Company", 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 "Contractor" 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 Contractor 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 Company on or before

And whereas the Bank under instructions from the Contractor 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 Company for, and guarantee and undertake to pay to the Company 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 Contractor, against all losses, damages, costs and expenses that may be caused to or suffered by the Company by reason of any default on the part of the Contractor in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Contractor of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Company stating that the Contractor has failed to fulfill its obligations under the Contract. Such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any

difference or dispute between the Company and the Contractor 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 Company 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 Company and Contractor 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 Company discharges this guarantee whichever is earlier.

4. The Company 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 Contractor. The Company 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 Contractor, 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 Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company 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 Company or any other indulgence shown by the Company 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 Company 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 Contractor and notwithstanding any security or other guarantee that the Company may have in relation to the Contractor'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 Company 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

ANNEXURE-C

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 its Corporate Office at BSES Bhawan, Nehru Place, New Delhi-110019, (herein after called —the “Company”) in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Company, 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 Company 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 Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that is its demand the company 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

ANNEXURE – D

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 original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event.

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

ANNEXURE-E
Communication Details

Bidder should furnish the below details for future communication:-

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

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

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

ANNEXURE-F

CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) & TENDER DULY SIGNED	YES/NO
4	2 Copies of TECHNICAL BID (IN SEALED ENVELOPE – 2 nos. 1 ORIGINAL & 1 DUPLICATE)	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
7	EMD IN PRESCRIBED FORMAT	YES/NO
8	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
9	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
10	CONTACT DETAILS	Yes/No