

**Tender Notification for**

**“Road Restoration works in Mehrauli Aya Nagar, Div- Saket, New Delhi 110047  
(Road under PWD,SDMC & Flood Control)”**

**CMC/BR/20-21/SV/AR/AN/859 DT: 30.05.2020**

**Due Date for Submission: 19.06.2020**

**BSES RAJDHANI POWER LIMITED,**

**BSES Bhawan, Nehru Place, New Delhi-110019**

**Corporate Identification Number:**

**U74899DL2001PLC111527**

**Telephone Number: +91 11 3009 9999**

**Fax Number: +91 11 2641 9833**

**Website: [www.bsedelhi.com](http://www.bsedelhi.com)**

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**1.00 Event Information**

- 1.01** BRPL invites sealed tenders in 2 envelopes for “**Road Restoration works in Mehrauli Aya Nagar, Div- Saket, New Delhi 110047 (Road under PWD,SDMC & Flood Control)**”

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

- 1.02** The sealed envelopes shall be duly super scribed as “**Road Restoration works in Mehrauli Aya Nagar, Div- Saket, New Delhi 110047 (Road under PWD,SDMC & Flood Control)**”

“**NIT NO. CMC/BR/20-21/SV/AR/AN/859 DT: 30.05.2020 DUE ON DT. 19.06.2020**”.

- 1.02** 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. The tender papers will be issued on all working days up to **19.06.2020, 01:00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsedelhi.com-Tenders-BSES Rajdhani Power Ltd.-Open Tenders**”.

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

- 1.03** Offers will be received up to **19.06.2020, 03:45 PM**. at the address given below. **TECHNO-COMMERCIAL BID** (Part A) of the bid shall be opened on **19.06.2020, 4.00 PM**. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date:

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

- 1.04** 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) **Earnest Money Deposit (EMD)** of **Rs. 2,80,000/-** is not deposited in shape of Bank Draft/Pay Order/Banker’s Cheque/BG drawn in favour of “**BSES Rajdhani Power Ltd**” payable at Delhi.
- (ii) Tender is received after due date and time.

**2.0 Qualification 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.

**2.1 TECHNICAL QUALIFYING CRITERIA:**

**2.1.1.** Bidder must have executed the works of like nature and shall be having extensive experience of carrying out similar types of work/civil works. They should have successfully completed in preceding five years:-

Three similar/civil works completed costing not less than amount equal to 56 Lac.

Or

Two similar/civil works completed costing not less than amount equal to 84 Lac.

Or

One similar/civil works completed costing not less than amount equal to 112 Lac.

**2.1.2** Bidder should have registration with any government agency.

**2.2 COMMERCIAL QUALIFYING CRITERIA :**

2.2.1 The bidder should not have been blacklisted by any Government or PSU Enterprise.

2.2.2 Entities that have been at any time debarred/ blacklisted in BRPL or other utilities in other documents.

2.2.3 Declaration on bidder's letter head on Pending Legal case / penalty levied (if any) against Statutory non- compliances on a/c of PF / ESI / Bonus / Gratuity etc.

2.2.4 Bidder should have valid Registration No. of GST.

2.2.5 Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.

2.2.6 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 BRPL in the past & other utilities in India will not be considered.
- b) 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.
- c) No joint ventures/ consortiums are allowed.

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

- a) Latest audited balance sheet .
- b) Detail of Banker & Cash Credit limit
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) Turnover certificate issued by C.A for the last three (3) Financial Years.
- h) Income Tax return for last 3 years
- i) EPF statement for last 2 months
- j) Tax return for last 3 financial years

### **3.0 Bidding and Award Process**

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

#### **3.01 BID SUBMISSION**

The bidders are required to submit the bids in 2(two) parts in original to the following address:-

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

PART A :: **TECHNO-COMMERCIAL BID** comprising of following

- 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 viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.

PART B :: **FINANCIAL BID** comprising of

- Price strictly in the Format enclosed in **SECTION IV**

**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.**

### 3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	<ul style="list-style-type: none"> <li>▪ All Queries related to RFQ</li> </ul>	08.06.2020 2.00 PM
2	<b>PART A Technical and Commercial Bid</b>	<ul style="list-style-type: none"> <li>▪ EMD of requisite amount</li> <li>▪ Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website.</li> <li>▪ Documentary evidence in support of qualifying criteria</li> <li>▪ Technical Literature/ list of makes etc</li> <li>▪ Any other relevant document</li> <li>▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.</li> </ul>	19.06.2020, 03:45 PM
3	<b>PART B Financial Bid</b>	<ul style="list-style-type: none"> <li>▪ Price strictly in the Format enclosed(Section IV) indicating Break up regarding</li> </ul>	19.06.2020

S. No.	Steps	Comprising of	Due date
		basic price, taxes & duties etc.	

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 **19.06.2020 up to 15.45 Hrs.** After techno-commercial evaluation, the qualified tenders will be informed immediately.

**PART B: Financial bid** will be opened after techno-commercial evaluation and only of the qualified bidders.

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

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

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

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.

#### 4.0 Award Decision

4.01 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.

4.02 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.

4.03 In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award work to other contractor(s) who are found fit.

## 5.0 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace can be restricted 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 marketplace.
- Breach of the terms published in Request for Quotation/NIT.
- Misrepresentation of facts.

## 6.0 Confidentiality

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

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

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

## 7.0 Contact Information

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Addl. V.P. (Civil) 11KV & RR BRPL Copy to :Head (C&M)	Head (C&M)
<b>Address</b>	Addl. V.P. (Civil) 11KV & RR 2 <sup>nd</sup> Floor, 33KVA S/STN BLDG <b>SAKET (ADHCHINI)</b> New Delhi-110017.	C&M Deptt. 1 <sup>st</sup> Floor, C-Blk, BSES Bhawan, Nehru Place, New Delhi-110019

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



## **A. GENERAL**

BSES Rajdhani power Ltd, hereinafter referred to as “The Company” are desirous for  
**“Road Restoration works in Mehrauli Aya Nagar, Div- Saket, New Delhi 110047  
(Road under PWD,SDMC & Flood Control)”**  
”

### **1.0 SCOPE OF WORK**

Detailed specifications/ scope of work is mentioned in SECTION-IV

1. 4 no traffic marshalls to be deployed for traffic management.
2. Any liasoning with any RWA/ area development committee will be in vendor scope
3. Any night charges/ storage charges will be in vendors scope.

### **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 a rising 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).

### **4.0 COST OF BIDDING**

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

## **B. 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:

- (a) Request for Quotation (RFQ) - Section - I
- (b) Instructions to Bidders (ITB) - Section - II
- (c) Commercial Terms & Conditions - Section -III
- (d) Bill of Quantity/Price Format - Section IV

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

## **C. 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).
- (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.  
Earnest money given by all the bidders who are not technically qualified or 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:

(I) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

OR

(II) 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.

OR

(III) In the case of misrepresentation of facts influencing the bidding process.

OR

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

## **10.0 BID PRICES**

**10.01** Bidders shall quote for the entire Scope of work with a break-up of prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local

conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

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

#### **11.0 BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

#### **12.0 PERIOD OF VALIDITY OF BIDS**

**12.01** 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/e-mail.

#### **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 Clauses 15.0 and 16.0.

**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-Attorney 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 super scribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed —“Financial Bid”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed with —“Tender Notice No. & due date of opening.”

**15.03** 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, together with the required copies, must be received by the Company at the address specified in this tender document.

**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 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.

**19.02** Company intends to award the work to one or more bidders circle-wise at L1 price.

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 at the risk and cost of the contractor.

## **E. EVALUATION OF BID**

### **20.0 PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, 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 that 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.

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

The Company reserves the right to accept or reject any Bid and to annul the Bidding process

and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

## **26.0 AWARD OF CONTRACT**

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

## **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:

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

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement 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. DEFINITION**

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

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

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

1.3 **Rate:** The Invoice of the Contractor shall be processed as per the actual work done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Engineer In-charge rates as mentioned in this CONTRACT.

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

1.4 **CONTRACT Specification:** The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in BOQ of the Fault ID/ schemes allotted vide individual Frame work orders and all such particulars mentioned directly/referred to or implied as such in the CONTRACT.

1.5 **Site:** The terms "Site" shall mean the working in BRPL.

1.6 **Engineer In-Charge:** - The terms "Engineer In-Charge" shall mean the Company's nominated representative i.e. respective DGM (Civil) for the purpose of carrying out the work.

**2. EXAMINATION OF SITE AND LOCAL CONDITIONS:**

The contractor is deemed to have visited all the sites which comes under licensed area under the CONTRACT 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.

**3. LANGUAGE AND MEASUREMENT:**

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

**4. SCOPE OF WORK:**

The Scope of the work shall include Road Restoration work with removal of excess malba which also includes the supply of required material. The detailed specification for the work shall be as mentioned below:

The Contractor shall make their own arrangement for all the materials, water and electricity.

The specific letter (work allotment letter) shall be issued by concern Engineer-in-Charge by clearly mentioning the individual scheme no. for which the Road Restoration to be carried out at site by the contractor.

The Work Intimation to the contractor shall be sent in the format duly authorized by Engineer-in-Charge

The work to be carried out under the qualified supervision and the supervisor must be available at site while the work is at progress.

The work is to be carried out as per the instruction of Engineer In-charge who has signed the specific intimation letter.

The measurement record of the work carried out is to be maintained which shall be available at site for our inspection.

The work area should be properly barricaded by the Contractor.

**MS sheet barricading :** Contractor shall have to arrange and provide the MS sheet barricading of height 2.5 m alongwith caution boards during the execution of RR work as safety measures and to prevent air pollution as per new guidelines of "Dig and restore policy" for which no extra payment shall be made by the deptt.

All required labour, tool and tackles, material; consumables are included in your scope of work.

Contractors shall be responsible for transportation, loading and unloading within cost.

At all times fully and properly perform all functions required to be performed for above scope of work.

Contractor shall deploy adequate number of skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs are completed in time, and in any case, as and when directed by the Company.

The Contractor shall be responsible for transportation of his machine, materials, employees etc. from one location to another.

The Contractor at its own cost, provide all safety appliances, including but not limited to, safety belts, safety shoes, Safety Gloves, Helmet, Goggles and rain gears to its personnel.

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

The contractor is liable for safety for the existing services of BRPL, MCD, DJB, water Line, sewer line, Optical fiber cable or any other utility services. In case of any damage to any of the services, the contractor has to replace/ Repair the same and the entire cost of damage has to be born by the contractor.

**NOC from Road Owning Agency (ROA) :** RR vendor shall have to coordinate, Liasoning and obtain the NOC from ROA for satisfactory completion of road restoration work before releasing payment to the RR vendor against the each completed scheme for which RR work has been completed by him. No extra payment shall be paid to the RR vendor for obtaining the NOC from ROA. However, deptt will fulfill the all requisite formalities and facilitate to the vendor for obtaining the NOC from ROA.

- **CONDITIONS FOR EXECUTION OF RR WORK:**

1. Road Restoration work is to be done as per procedure details in latest MCD Circular No. PSC/D1110/2003 dt. 20/01/03 issued by Commissioner MCD under "Dig and Restore" during scheme. Any penalty as per the provision of "Dig and Restore Policy 2003" during restoration work raised by any Govt. /Civil bodies due to the lapses towards non installation of caution-cum information boards, non barricading of trenches/ excavated portion, non removable surplus earth/ malba/ material etc. shall be borne by the contractor.
2. Contractor will be accountable for acceptance of ROA ie. MCD/PWD/DDA etc. for our restoration.
3. Contractor shall have to take photograph of site before and after execution of the Road Restoration work.
4. Laboratory testing of material if required shall be got done by Contractor as and when required at his cost.
5. If, any damages cause to the services of the other utility during execution of work then the same shall be rectified / repaired by contractor with his own cost or the cost incurred by the other utility shall be recovered from the bill/ bill of contractor's.
6. Proper joints are required between old road / pavement & new RR work.
7. Adjoining surfaces damaged during digging are also required to be made good by Contractor.
8. Malba / debris are to be removed prior to taking up restoration # this will help in maintaining the proper level & clean edges of restoration surface.
9. Level should be matched with existing road surface.
10. Uniform line / edges should be maintained during restoration.
11. Surface should be dressed to the desired slope so that no water accumulation takes place either on surface or around the restored surface.
12. Excavation, de-watering, Malba removal / disposal required for road restoration work.
13. The scope shall include all measures for quality control, curing, shoring, placement of concrete, proper compaction of backfilling, resurfacing / restoration of the roads and pavements

14. All the equipments, materials, labour required for completion of work is included in the scope of work.
15. Cement shall be of 43/53 Grade only
16. Providing safety measures barricading of trenches and traffic indications.
17. The work may have to be carried out simultaneously at any locations of BRPL.
18. While carrying out the Road restoration work in case of rains and other eventuality, if the trench gets filled with the foreign materials, the contractor will be required to clean the same.
19. Any work which is not as per the specifications then Contractor shall rectify at no extra cost to the company.
20. Liaisoning with MCD including getting road cutting permission, release of BG, co-ordination for extension of road cutting permission, waiver of penalties from MCD, RTO, local police or any other statutory / local bodies .
21. Contractor shall transport and deposit C&D waste, generated during execution of civil work, at any one authorized C&D waste process facility center and submit the receipt with invoice issued by the authorized person of C&D waste processing facility.

**5. LANGUAGE AND MEASUREMENT:**

The Work Order issued to the Contractor by the Company and all correspondence and documents relating to such order shall be written in English language.

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

**6. VALUE OF THE CONTRACT:**

The total value/ rates for this Contract shall be as finalized through this tender.

The unit rates mentioned in all schedules is inclusive of normal barricading and watch & ward during execution and no separate charges shall be paid for the same.

**7. TAXES & DUTIES:**

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, Income Tax 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.

## **8. TERMS OF PAYMENT:**

1. 90% payment on work completion as certified in work completion certificate along with QC certificate and will be released after 30 days of bill submission.
2. Balance 10% payment would be retained for Performance Guarantee, which would be released after 12 months from the date of completion of the work or on submission of equivalent Performance Bank Guarantee valid for 12 months from the date of completion of the work and on receipt of Bank Guarantee from MCD submitted by BRPL wherever applicable.

**Bill verification:** The bill shall be submitted by the contractor within one month from the date of completion of the work to the designated Engineer In Charge of the company. The bill shall be verified and work completion certificate shall be signed by Engineer-In-Charge

All the Bank guarantees shall be submitted as per our format and from any scheduled Bank.

## **9. COMPLETION PERIOD**

The overall completion period for this work shall be 2 months from the date of issuance of LOI or work order whichever is earlier.

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection immediate upon receipt of CONTRACT and commence the construction activity of schemes as per instructions of Engineer In-charge. The entire erection work of "Individual fault ID/ scheme" should be completed within stipulated time schedule from the date of intimation regarding availability of road cutting clearance from MCD / PWD.

## **10. CLEANLINESS**

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

**11. WORK COMPLETION CERTIFICATION / HANDING OVER**

The work carried out by the Contractor under this CONTRACT has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

**12. EFFECTIVE DATE AND VALIDITY:**

- i. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for the entire duration of the contract period..
- ii. The work shall be carried out as per the instruction of our Engineer In-Charge on as and when and where required as per the site conditions.
- iii. You are requested to mobilize your manpower and tools and tackles and furnish a list of equipments to be used for erection immediate upon receipt of CONTRACT and commence the construction activity of individual Scheme as per the instructions of Engineer in Charge.
- iv. The entire erection work of individual Scheme should be completed within the stipulated time schedule given by engineer in charge.

**13. PENALTY AND LIQUIDATED DAMAGES**

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

13.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in individual Fault ID /scheme due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the individual FO, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 2.0% of the FO value for each week or part there of delay until the actual date of completion up to a maximum deduction of 20% of FO value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

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

User group/Engineer In charge should specifically mention the amount of LD levied on the bill of contractor for this job.

**14. LABOUR, POWER AND WATER:**

During the tenure of this CONTRACT all tools, tackles, camp facilities , electricity power and water shall be arranged by the Contractor at his cost without any liabilities to the Company.

To be arranged by contractor **15. TRANSPORTATION**

All loading/unloading, transportation of materials from stores yard to work-site and return of material from works-site to stores shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in your scope. Adequate weather protection shall be provided by the contractor to keep the materials safe from sun & rain by providing covered storage space as well as using tarpaulins.

**16. SAFETY CODE**

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

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

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

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

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



**17. STATUTORY OBLIGATIONS:**

- 17.1 The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in **ANNEXURE I** enclosed.
- 17.2 Before issue of Work order it would be mandatory for the Contractor to furnish the Company the permanent PF code no, ESI registration, registration under W.C.T Act.
- 17.3 Group personnel accident insurance of sum assured of Rs. 10.00 Lac with table C cover for all employees working under this project to be submitted by the bidder before commencing of work.
- 17.4 The Tenderer, for carrying out any construction work, must get themselves registered with the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt .and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess The Tender shall also comply with all provisions of the said Act applicable to him.

**18. INSURANCE:**

The Contractor at its own cost shall also arrange, secure and maintain the following insurance covers:

**18.1 WORKMAN COMPENSATION:**

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

The contractor shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved

under this CONTRACT and against costs and expenses, if any, incurred by the company in connection therewith and without prejudice to make any recovery.

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

**18.2 THIRD PARTY INSURANCE:**

Before commencing the execution of the work, the Contractor shall insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the permanent work or temporary work or in carrying out of this work order.

**18.3 GROUP PERSONAL ACCIDENTAL INSURANCE POLICY:**

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 premium amount for such policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

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.

**19. STAFF AND WORKMAN**

It shall be responsibility of contractor

(a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.

b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely,

- a) Register of workmen.
- b) Register of muster roll.
- c) Register of overtime.
- d) Register of wages.
- e) Any other register as per latest amendment Labour Act.

The records shall be in the prescribed formats only.

(III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

## **20. THIRD PARTY INSURANCE**

Before commencing the execution of the work the contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractors own cost.

## **21. SECURITY**

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

**22. ENVIRONMENTAL, HEALTH & SAFETY PLAN:**

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

Contractors must comply with these requirements:

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

All workers are 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.
- i. ID CARD: No contractor will issue any ID cards to their staff on their own. All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule. Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.

BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

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

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

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

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

The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the

authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

**GENERAL CONDITIONS:**

- 25.1) No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work resulting in contractors' labour or equipments being rendered idle due to any cause at any time.
- 25.2) The LOI followed by Work Order shall supersede all other correspondence and conditions of contract if furnished earlier in the event of any ambiguity.
- 25.3) If the Contractor needs to carry out any work or rework due to change in drawings or structural consultants instructions, the Contractor shall take the prior permission of the Company/ EIC before commencing such works. The Contractors quoted price shall include such rework or incidentals due to quantity variation, or methodology to carry out the works, wherever required and shall not be entitled for any extra payment or extension of time.
- 25.4) The Company reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work, delay in the progress of work by the Contractor as agreed upon. The decision of the Company in this regard shall be final and binding.
- 25.5) The Contractor agrees to abide by other terms and conditions stipulated by the Company from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.

**23. REPRESENTATION, WARRANTIES AND GUARANTEES:**

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized 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;

**24. TECHNICAL INFORMATION/DATA:**

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the COMPANY with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

**25. CONFIDENTIAL INFORMATION**

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others.

The VENDER shall, at all times use their best endeavour to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ; is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;is received by either the COMPANY or the VENDER from a third party without restrictions independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.



**26. ASSIGNMENT:**

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party without the prior written consent of the COMPANY. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

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

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

**28.0 FORCE MAJEURE:**

**28.1 General:**

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's 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



**28.2 Specific Events of Force Majeure:**

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

The following events and circumstances:

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

Explosions or fires

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

Declaration of the Site as war zone.

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

**28.3 Notice of Events of Force Majeure:**

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

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

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

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

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

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

**28.4 Mitigation of events of force majeure:**

The Contractor shall:

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

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

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

**28.5 Burden of proof:**

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

**28.6 Terminations for certain events of force majeure:**

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

**29. TEST CERTIFICATE & QUALITY ASSURANCE:**

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable.

The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

**30. ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this CONTRACT. 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 conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

**31. SECURITY CLAUSE:**

The technical information, drawing and other related documents forming part of CONTRACT and the information obtained during the course of investigation under this CONTRACT shall be the Company executive property and shall not be used for any other purpose except for the execution of the CONTRACT. 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 CONTRACT.

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 CONTRACT, if any, immediately after they have been used for agreed purpose.

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

**32. RISK & COST**

If the Contractor of fails to execute the work as per specification / as per the direction of Engineers In-charge 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.

**33. 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.

**34. MATERIAL RECONCILIATION**

The contractor shall be solely responsible for any shortage or damage of materials issued to them, while handling and/or in storage and erection at site and cost of the same will be recovered from the contractor as certified by Engineer in Charge. Contract must submit a periodical material reconciliation statement in the approval format with every RA bills raised by him or end of every month whichever is earlier. The contractor shall maintain an accurate and exhaustive record detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the company.

**35. INDEMNIFICATION:**

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:

- a) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) any act or omission of contractor or its employees or agents.
- c) 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.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

**36. 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](http://www.bsesdelhi.com)) also, which shall be treated as a part of the WO.

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.

**37. 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.

**38. NOTICE:**

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Rajdhani Power Ltd.  
BSES Bhawan, Nehru Place,  
New Delhi-110 019

**39. PERFORMANCE:**

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

**40. 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.

**41. 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.

**42. ACCEPTANCE & TERMINATION:**

40.1 Acceptance of this rate contract expressly stipulates and includes acceptance of all terms and conditions enumerated in this Order, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.

40.2 The Contract can be terminated by either party by giving to the other one month's notice thereof. The Company reserves the right to terminate the contract without notice in case of unsatisfactory work or non-compliance with any of the above stated terms.

40.3 Notwithstanding anything contained in this rate contract, if, at any time during the course of the execution of the rate contract, the Company is of the view that the work under the Work Order is not being performed in accordance with the terms of this Work Order, the Company reserves the right to cancel this Work Order forthwith without assigning any reason and the Company shall be entitled to recover all damages and expenses, including losses suffered due to such non-performance or under performance.

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

We request you to please sign the duplicate copy of this order as a token of your acceptance of the terms and conditions set out herein and return the same to us.

**SECTION-IV: PRICE FORMAT**

**Issue to M/s: -**

S.No.	Description of item	Unit	Qty	Rate	Amount
1	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 400mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 250mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm, P/Laying DBM of 50 mm thick) etc required for completion of RR Work : Roads above 40' (Category-III )As per Drg No.RR -01(B).( With Bituminous Layer).	SQM	3024		
2	Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of required width & depth upto 200mm and preparation of surface i/c watering & compaction for CC, P/Laying CC 1:5:10 (1cement : 5 C/sand : 10 stone aggregate of nominal size 40 mm) of thickness 100mm, P/Laying CC 1:1.5:3 (1cement : 1.5 C/sand : 3 stone aggregate of nominal size 20 mm) of thickness 100mm etc required for completion of RR Work : Roads upto 40' ( Category-II )As per Drg No .RR-01(C).( With out Bituminous Layer).	SQM	2376		

S.No.	Description of item	Unit	Qty	Rate	Amount
3	Extra for using M-30 in place of CC 1:1.5:3 in S.No.1 & 2 of this price format for thickness 100mm	SQM	5400		
4	Extra for using M-10 in place of CC 1:5:10 in S.No.1 of this price format for thickness 250mm	SQM	3024		
5	Extra for using M-10 in place of CC 1:5:10 in S.No.- 2 of this price format for thickness 100mm	SQM	2376		
6	Carriage of building rubbish, material, surplus excavation by mechanical transport including loading, unloading , stacking and deposit at authorized C&D waste process facility lead upto 35 km	Cum	1685		
<b>AMOUNT(in Rs.)</b>					
<b>ADD GST @12% (in Rs.)</b>					
<b>TOTAL AMOUNT (in Rs.).</b>					

**ANNEXURE-I**

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) An Electrical license. (If applicable)
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) PAN No.
- f) GST Registration Number.
- g) Labour License under Contract Labour Act (R & A) Act 1970 (All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of Company's representative not later than 7th of each month and should be disbursed through ECS mode to all workers.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time Limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labour license before start of work. (If applicable)
- i) Group personnel accident insurance of sum assured of Rs 10.00 Lac with table C cover to be submitted before commencing of work.



**ANNEXURE- II**

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-III**

**FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

**ANNEXURE – IV**

**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 commercial 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 supplier.
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 (Part-B) 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 outrightly 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.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
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-V**  
**Communication Details**

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

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

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

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