

**BSES RAJDHANI POWER LTD (BRPL)**

**Notice Inviting Tender (NIT)**

**for**

**“PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in BRPL”**

**NIT No.: CMC/BR/24-25/RB/CR/KB/1191  
Dated:10.05.2024**

**Due Date for Submission of Tender: 30.05.2024 15:00 HRS**

**Date and Time of opening: 30.05.2024 15:30 HRS**

**BSES RAJDHANI POWER LIMITED,  
BSES Bhawan, Nehru Place, New Delhi – 110019  
Corporate Identification Number: U74899DL2001PLC111527  
Website : [www.bsesdelhi.com](http://www.bsesdelhi.com)**

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

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**CHECK LIST**  
**(FOR BID SUBMISSION)**

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
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9	UNPRICED TECHNO-COMMERCIAL BID (IN SEPARATE SEALED ENVELOPE-1)	
10	PRICE BID (IN SEPARATE SEALED ENVELOPE-2)	
11	COMPLETE BID DOCUMENTS, ENVELOPE 1 & 2 (IN SEPARATE SEALED ENVELOPE-3)	

**SECTION- I**  
**REQUEST FOR QUOTATION (RFQ)**



**SECTION-I**  
**REQUEST FOR QUOTATION (RFQ)**

**1. GENERAL**

- 1.1. BSES Rajdhani Power Limited invites sealed tenders on a "Single Stage: Two Envelope" bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for "PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in BRPL"
- 1.2. The bidder must qualify the requirements as specified in heading "Qualifying Requirements" of this RFQ.
- 1.3. The sealed envelopes shall be duly super-scribed as:

**"NIT No.: CMC/BR/24-25/RB/CR/KB/1191 Dated: 10.05.2024 "**

**For**

**"PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in BRPL"**

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

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Estimated Cost	Rs. 1.10 Crores per annum ( incl GST)
Earnest Money Deposit	Rs.2,20,000
Duration of the Work	03 Years
Tender documents on sale	10.05.2024 to 30.05.2024
Date & time of Submission of Bid	30.05.2024 till 15:00 HRS
Date & time of opening of Techno-Commercial Bid	30.05.2024 at 15:30 HRS

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

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

- 1.6. Only DD shall be accepted for tender fees.

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

## 2. POINTS TO BE NOTED

- 2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
- 2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.
- 2.3. BSES Rajdhani Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
- 2.4. The bid will be summarily rejected if:
- (a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions
  - (b) Bid received after due date and time.

## 3. EMD

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

- b) The successful Bidder does not
  - (i) accept the Purchase Order/Work Order, or
  - (ii) furnish the required CPBG as per tender terms
- c) The bidder is found to have submitted false or forged, any of the documents/ certificates/ information.

**4. QUALIFYING REQUIREMENTS (QR)**

The prospective bidder must meet all of the following qualifying requirements to be eligible to participate in the bidding.

Sr. No	Category	Evaluation Parameters
<b>TECHNICAL QUALIFYING CRITERIA</b>		
1	The bidding company should have experience in providing SMS gateway services for the last five years in India. The solution offered should be running successfully in current locations.	A copy of the performance certificate & work order should be submitted in this regard.
2	The Bidder should be in this line of activity and should have executed similar projects in at least three institution / utilities in India. The solution offered should be currently running successfully in at least three Public/Private Sector Scheduled Commercial Bank in India.	Bidder has to submit copy of latest performance certificate & work order from Bank's/ Similar financial institutions & experience certificate from such clients.
3	Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators for within India services and minimum two for international operation.	Copies of currently valid Agreements and Certificates with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of bank's rate contract.
4	The Bidder should have Disaster Recovery capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.
5	Bidder should have a capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks.	Bidder to submit latest (previous month's) invoice paid by respective banks.
		Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 60 lacs Real Time SMS alerts per day for banking transactions of Banks.
		Invoices raised by the bidder to clients other than banks would not be considered for establishing the capability to

		handle at least 60 lacs real time SMS alerts per day.
6	The Bidder should be able to allocate a minimum throughput 2500 SMS/sec to BSES Rajdhani Power Limited.	1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie up to deliver SMS Alerts.
7	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines
8	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	Undertaking
9	Bidder should have Active-Active Setup for Messaging in two locations in India which fall under different seismic zones.	Site Addresses with Contact Details to be shared along with Proof of Address
10	The bidder should have a valid ISO 27001 or similar certification (SSAE16, PC DSS) for information Security management as of bid submission date.	The bidder should submit a copy of valid ISO certificate.
11	The bidder should have a valid ISO 9001 or equivalent certification for Quality Management as if bid submission date	The bidder should submit a copy of valid ISO certificate.
<b>FINANCIAL QUALIFYING CRITERIA</b>		
1	The bidder should be a public/private limited company registered under Companies Act, 1956.	The attested copies of Certificate of Incorporation issued by the Registrar of Companies is to be submitted.
2	The bidder should have minimum net worth of Rs. 5 crores during last 3 financial year i.e. 2020-21, 2021-22, 2022-2023 and should have registered a turnover of Rs. 50 Crore or more for each year during the financial years. 2020-21, 2021-22, 2022-2023.	CA Certificate & the Audited Balance Sheet and Profit & Loss Statement for financial years 2020-21, 2021-22, 2022-2023 are to be submitted as documentary evidence.
3	The bidder should be a profit making entity for each year during the last 3 financial years i.e. 2020-21, 2021-22, 2022-2023	CA Certificate & the Audited Balance Sheet and Profit & Loss Statement for financial years 2020-21, 2021-22, 2022-2023 are to be submitted as documentary evidence.
4	Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank. It should not be older than 01.04.2023.	

5	Entities that have been at any time debarred/ blacklisted in BRPL or other utilities / Government agency / Banks / Financial Institutions in India / Telecom Regulator in India shall not be considered.	In this regard a written affidavit has to be provided along with other documents
6	Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.	Copy of PF & ESI Registration certificate to be submitted.
7	Bidder should have valid Registration No. of GST Tax, whichever is Applicable;	Copy of GST Registration certificate to be submitted.
8	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	
9	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.

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.

- b) No joint ventures/ consortiums are allowed.

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

- Audited Balance sheet for last three financial years.
- Detail of Banker & Cash Credit limit
- Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- Memorandum & Articles of Association of the Company
- Organization Chart of the company
- Experience details with credentials
- Turnover certificate issued by C.A for Financial Years i.e. 2020-21, 2021-22, 2022-23.
- Income Tax return for Financial Years i.e. 2020-21, 2021-22, 2022-23.

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

**5. PRE-BID MEETING:**

A pre-Bid meeting shall be organised digitally (through web conferencing platform) at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

The details of the proposed WebEx meeting are given below:

Date & Time: TUESDAY, May 21, 2024, 1430 Hours IST

Link:

<https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m9dd55729b1f3be4317391a7b7609afc2>  
Tuesday, May 21, 2024 2:30 PM | 5 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 25129758153

Meeting password: PFyX3YVUM87

Join from a video system: 25129758153@bsesbrpl.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Meeting password for video system:  
73993988

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

**6. BID SUBMISSION**

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

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

- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no.**

**DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

**5.3.1. PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):**

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

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
- c) EMD of requisite amount
- d) Non-refundable separate demand draft for Rs. 1,180/- In case the forms are downloaded from the website
- e) Technical Literature if any.
- f) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- g) Power of attorney
- h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- i) Any other relevant document to support bidder meeting QR

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

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

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

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

- (a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.
- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

**5.3.3. FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA



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

## 7 TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	17.05.2024
2	Pre-Bid Meeting	Discussion on pre-bid queries	21.05.2024 ; 14:30 Hrs
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	30.05.2024 ; 15:00 Hrs
4	Opening of Techno-Commercial Bid	Opening of PART-A	30.05.2024 ; 15:30 Hrs
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction (If required)	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: <a href="mailto:BRPL.Eauction@relianceada.com">BRPL.Eauction@relianceada.com</a>

## 8 AWARD DECISION

- 8.1. Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- 8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.



- 8.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.
- 8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.
- 8.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

## **9 MARKET INTEGRITY**

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

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

## **10 CONFIDENTIALITY**

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

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

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

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

**11 CONTACT INFORMATION**

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

Address	Name & Designation	E-mail Address / Phone Number
BSES Rajdhani Power Ltd C&M Dept, 1 <sup>st</sup> Floor, Tender Room, BSES Bhawan, Nehru Place, New Delhi 110019	<b>Technical</b>	
	Ms Mini Choudhary	<a href="mailto:Mini.choudhary@relianceada.com">Mini.choudhary@relianceada.com</a> / 011-49209950
	Sh Nitin Galande (VP – IT)	<a href="mailto:Nitin.Galande@relianceada.com">Nitin.Galande@relianceada.com</a> / 011 -49209745
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	<b>Commercial</b>	
	Mr. Kuber Bhatia GM – (C&M)	<a href="mailto:Kuber.Bhatia@relianceada.com">Kuber.Bhatia@relianceada.com</a> / 011-4920 9955
	Mr. Bhaskar Chattopadhyay AsVP – (C&M)	<a href="mailto:Bhaskar.Chattopadhyay@relianceada.com">Bhaskar.Chattopadhyay@relianceada.com</a> / 011-4910 7402
	Mr. Amitava Nandi Head(Contracts)– C&M	<a href="mailto:Amitava.Nandi@relianceada.com">Amitava.Nandi@relianceada.com</a> / 011-4920 9619

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**SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)**

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1. GENERAL**

BSES Rajdhani Power Ltd (BRPL), hereinafter referred to as the “Company” is desirous for awarding work of “PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in BRPL” as notified in this tender document.

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

**2. SCOPE OF WORK**

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

**3. DISCLAIMER**

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

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

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

#### **4. COST OF BIDDING**

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

#### **5. TENDER DOCUMENTS**

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

*“Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT.”*

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

## **6. AMENDMENT OF TENDER DOCUMENTS**

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
  - (a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
  - (b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

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

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

## **7. PREPARATION OF BIDS & LANGUAGE**

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

## **8. DOCUMENTS COMPRISING THE BID**

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

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

## **9. BID FORM**

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

## **10. BID PRICES**

Bidders shall quote for the entire Scope of work with prices for individual items. The bidder 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.

## **11. BID CURRENCY**

Prices shall be quoted in Indian Rupees Only.

## **12. PERIOD OF VALIDITY OF BIDS**

- 12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.
- 12.2. Notwithstanding above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

## **13. ALTERNATIVE BIDS**

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

## **14. FORMAT AND SIGNING OF BID**

- 14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.
- 14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.
- 14.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

## **15. SEALING AND MARKING OF BIDS**

- 15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.2. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.
- 16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. ONE BID PER BIDDER**

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

## **18. LATE BIDS**

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

## **19. MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **20. EVALUATION OF BID**

- 20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.
- 20.2. BRPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

## **21. CLARIFICATION OF BIDS**

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

## **22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

- 22.1. Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total



price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

- 22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.
- 22.4. Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **23. EVALUATION AND COMPARISON OF BIDS**

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

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

- 23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Contract completion schedule .
  - (b) Conformance to Qualifying Criteria .
  - (c) Deviations from Tender Documents .
  - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting.
  - (e) Change in the quantity from mentioned in the tender.
- 23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.
- 23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
- 23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

### **24. CONTACTING THE COMPANY**

- 24.1. From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

- 24.2. Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

## **26. AWARD OF CONTRACT**

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.

## **27. THE COMPANY'S RIGHT TO VARY QUANTITIES**

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract. Further BRPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

## **28. LETTER OF INTENT/ NOTIFICATION OF AWARD**

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

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

## **29. CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

- influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand & aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

**30. PROCESS TO BE CONFIDENTIAL**

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

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**SECTION – III : SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**

**SECTION – III:**

**SPECIAL CONDITIONS OF CONTRACT (SCC):**

These Special Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed to be supplementary to and complementary of every other part.

**1. DEFINITIONS**

**1.1. Engineer-in-charge (EIC) / Officer-in-Charge (OIC)**

The term “Engineer-in-charge (EIC) / Officer-in-Charge (OIC)” shall mean the Company's nominated representative for the purpose of supervision of the execution of the Contract. The same shall be mentioned in the Contract.

**2. SCOPE OF WORK**

The scope includes providing “PROVIDING PULL/PUSH SMS Services & Bulk E-mail Services in BRPL” as per detailed scope of work as enumerated in Section – V.

**3. EFFECTIVE DATE, TIME AND VALIDITY**

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

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

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

BRPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BRPL may, at its discretion, renew even within One Month of expiry of agreement. BRPL reserves the right not to renew and extend the agreement beyond agreement duration. However, in exceptional cases when the Contract period shall be extended beyond 3 years then same shall be discussed and agreed mutually.

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

#### **4. ORDER VALUE**

- 4.1. The Contractor shall not be entitled to adjustment in the Contract Value during the term of this Agreement for increase due to-
- (a) increased manpower costs or costs related to vehicles / materials/ other equipments provided,
  - (b) changes in insurance premiums, and/or
  - (c) changes in legislations or regulations relating to the Service.

#### **5. RATES & ESCALATION**

- 5.1. The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever .
- 5.2. The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:
- I. Cost of software, hardware, manpower, Materials, Tools &tackles and supervision.
  - II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.
  - III. Mobile and Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
  - IV. Rates shall be valid for erespective of quantities..
  - V. All other expenses incidental to the job.
  - VI. The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempts for providing the service.
  - VII. Compliance with all labour laws including Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

#### **6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)**

- 6.1 Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.
- 6.2 The CPBG shall be of 7.5% (Seven & half %) of initial annual contract value exclusive of taxes & duties and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.
- 6.3 CPBG value to be enhanced @ 7.5% if initial annual contract value increases by more than 5%.

- 6.4 The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.5 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 6.6 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.
- 6.7 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BRPL iv) NOC issued by BRPL compliance cell
- 6.8 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BRPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 6.9 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BRPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BRPL and provide a copy of such renewed CPBG.
- 6.10 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BRPL.

## **7. PAYMENT TERMS**

- 7.1 All monitoring, measurement, billing & payment processes shall be on IT enabled platform to be provided by BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.2 The contractor shall submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favor of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, Delhi.
- 7.3 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 7.4 The billing period shall be till the end of the calendar month for all the bills.
- 7.5 No claim including retention except BG shall be processed after 1 year from the date of expiry of the contract which will be mentioned in the Contract (Herein after referred as "claim period") and bidder shall submit the approved claim along with supporting documents required to release the payments within the claim period. For any

exceptional cases which is beyond the control of bidder shall be dealt separately by BRPL committee members.

- 7.6 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.7 The Contractor shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary (if asked for) paid in previous month along with the bills of the current month.
- 7.8 Notwithstanding anything with the release of payment of bills by the Company to the Contractor, the Contractor shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Contractor pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release of payment of the bill by the Company to the Contractor and the payment of any salary, wages or any other dues whatsoever by the Contractor to its employees and workmen.
- 7.9 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 in the contract.
- 7.10 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

## **8. NOT IN USE**

## **9. PENALTY**

- 8.1 Penalty related to score card shall be levied as mentioned in Section-V, Scope of Work.
- 8.2 Not in use.
- 8.3 Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC.
- 8.4 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.
- 8.5 Not in use.
- 8.6 Total annual aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.

## **10. NOT IN USE**

## **11. DERC GUIDELINES & REGULATIONS**

The bidder shall make himself fully aware & familiarise with prevailing DERC guidelines / regulations.

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**SECTION – IV :**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**SECTION – IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

This GCC shall form an integral part of the Agreement and will be of full force and effect as if they were expressly set out in the body of the Agreement.

Reference to any legislation or law to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, 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. DEFINITION & INTERPRETATION**

**1.1 Definition**

In the Agreement (as defined below) the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

- 1.1.1 “Accounting Year” means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2 “Applicable Laws” means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3 “Change in Law” means the occurrence of any of the following after the execution of agreement:
- (i) The enactment of any new Indian Law;
  - (ii) The repeal, modification or re-enactment of any existing Indian Law;
  - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
  - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
  - (v) It also includes changes in the tax rates upward or downward.
- 1.1.4 “Change in Service” means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5 “Communication” means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

- 1.1.6 “Company/Owner/Purchaser/First Party ” the terms used in this agreement shall refer to BSES Rajdhani Power Limited (BRPL) having its office at BSES Bhawan, Nehru Place, Delhi-110019 and shall include its authorized representatives, agents, successors and assignees.
- 1.1.7 “Contractor/Agency/Vendor” means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as ‘Contractor’ or ‘Agency’.
- 1.1.8 “Contract” /” Agreement/”Work Order” means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BRPL’s requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BRPL.
- 1.1.9 “Agreement Period” shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10 “Agreement Value/Consideration” means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as ‘Service Fee(s)’ or ‘Agreement fees’/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.
- 1.1.11 “Force Majeure” shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.12 “Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.13 “HSE Conditions” shall mean the BRPL’s health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.
- 1.1.14 “KPI” shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower’s performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis
- 1.1.15 “Manpower” means a person/s, labour (including Contractor’s staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor’s provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract.

The Manpower deployed shall have valid licenses, PAN card details / KYC information.

- 1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.17 "Service(s)" / "Works" shall mean Company/BRPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BRPL from time to time under the Contract Period.
- 1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BRPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BRPL.
- 1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BRPL, and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.
- 1.1.21 "Tax Invoice" / "Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

## **1.2 Interpretation**

In the Contract except where the context requires otherwise:

- 1.2.1 Words indicating one gender include all genders
- 1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record
- 1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force
- 1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities
- 1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.
- 1.2.6 The terms defined in schedule and the BRPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7 The words "include" and "including" shall be construed without limitation
- 1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;

- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right
- 1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and
- 1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

## **2. PRIORITY OF CONTRACT DOCUMENTS**

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- i) Contract Agreement/Work Order.
  - (a) Special Conditions of Contract
  - (b) General Conditions of Contract
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings
- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favorable to the company shall govern and the decision of company/BRPL shall be final and binding upon the parties.

## **3. AMENDMENT**

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

## **4. LANGUAGE AND MEASUREMENT**

All correspondence and documents relating to this order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

## **5. EXAMINATION OF SITE & LOCAL CONDITIONS**

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and

information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

## 6. TAXES & DUTIES

- (i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.
- (iii) 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.
- (iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.
- (vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.
- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

## 7. PAYMENT

- 7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However,



any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.

- 7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice ( Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.
- 7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.
- 7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.
- 7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

## **8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION**

- 8.1. Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.
- 8.2. Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.

- 8.3. Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

## **9. TIME ESSENCE OF CONTRACT**

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

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

## **10. LIQUIDATED DAMAGE**

- 10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding. If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BRPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:

- a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;
- b) Equivalent to the penalties defined in various clauses of tender/contract.

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

## **11. PERIOD OF MOBILISATION**

The contractor shall mobilize its resources to carry out the assigned services under this Agreement within 30 days from the issuance of LOI/Order so that services are made available from the date of start of the work mentioned in LOI/Order.



## 12. OPENING OF SITE OFFICE:

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

## 13. ACCESS TO THE SITE

13.1. The Company shall provide to Contractor the right of access to the Site progressively for the Execution of the Works. The Contractor acknowledges that its access to the Site shall not be exclusive to the Contractor but subject to the restrictions as contained in the Contract as well as the following:

- (a) Any public passage or right existing over any part of the Site from time to time;
- (b) The rights and obligations of persons or authorities under any Applicable Laws; and
- (c) The rights of the Company's Representative, Consultants or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

13.2. If the Contractor foresees any delay in the Execution of the Works due to failure on the part of the Company to provide right of access to the Site, the Contractor shall immediately give written notice to the Company's Representative substantiating its claim for any delay in the execution of the works due to delay in providing the Site. After receipt of such notice, the Company's Representative shall determine extension of time, if any, to be granted to the Contractor and notify the Contractor accordingly. The Contractor acknowledges and agrees that it shall not be entitled to any monetary claim under any circumstances whatsoever due to any delay in handing over of the Site by the Company.

13.3. The Contractor shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Contractor shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed off, in accordance with Applicable Laws.

## 14. INSPECTION & QUALITY CONTROL

Inspection shall be performed by BRPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BRPL.

## 15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

15.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.

15.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BRPL during this period.

- 15.3. Within 30 days of the expiry of the contract, the Contractor's representative and BRPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/equipment/services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.
- 15.4. No payments shall be admissible for the demobilization period/activities.
- 15.5. In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization period, BRPL at its sole discretion can get the work done / Services rendered/ equipment restored/ repaired/substituted by new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted/recovered from the bills of the contractor or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Contractor's side , of any nature, including the claim citing the award of work to third party and consequences thereof, shall not be maintainable.
- 15.6. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.
- 15.7. Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during demobilization/ handover on contract completion.

## **16. REPORTS AND INFORMATION**

The Contractor shall be obliged to submit or furnish to Company, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified/required by company. The information shall be provided in a format to be specified by the company to the Contractor. However, company, reserves the right to revise this format which would be communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

## **17. STATUTORY OBLIGATIONS**

The Contractor shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Contractor is required to be drawn towards the compliance of provision (along with the latest amendments/additions)including any statutory approval required from the Central/State Governments, Ministry of Labour.

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.

- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994

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

The Contractor shall, prior to commencement of the jobs under this agreement, furnish to the Company the Registration No and Codes of permanent Provident Fund and ESI of its employees.

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

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

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

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

The contractor shall follow all law of the land and prevailing orders issued by various Govt Departments like Dept of Power / DERC/ NGT/Dept of Forest/ Dept of Environment / DPCB / CPCB/ Court orders etc.

## 18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

If any non-compliance of any Statutory Obligation is observed then an amount equivalent to 1.5 times of the value of the non-compliance will be retained from outstanding (monthly) payment bill, however; if non-compliance is continued, penalty will be levied as follows:

- a. Retained amount will be converted into penalty if Non-compliances are not closed within 60 days
- b. Termination of agreement in case non-compliances are not cleared after show cause in writing.
- c. The imposition of the penalty is without prejudice to the BRPL's right to terminate the Contract. The closure of the work and final settlement of the contract order shall be effected only after issuance of NOC by BRPL.

## 19. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT

19.1. The Contractor and its manpower shall adhere all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.

19.2. During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.

19.2.1.1. Misconduct shall refer to the following:

- a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.
- b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.
- c. Additional interaction with customer not under purview of task to be performed under agreement.
- d. Provide other customer services with or without a charge unless directed by BRPL.
- e. Accessing BRPL's IT Infrastructure within data centre or anywhere else, in BRPL premises.

19.3. BRPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance of field activities.

19.3.1. Any complaints received by BRPL either directly from the customer or observations through audit or any other sources shall be reviewed by BRPL. The decision of the committee on the final action on Contractor shall be binding.

### 19.4. PENALTY FOR MISCONDUCT

(a) The penalty to be imposed in case of misconduct shall be as follows:  
In case of any misconduct as defined above penalty of Rs 5000/- per incident shall be levied.

(b) In case of multiple incidences of Misconduct:

- 1) 4 complaints per annum OR
  - 2) More than 1 complaint in a quarter
- An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

19.5. The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person

19.5.1. The Contractor shall collect the following documents from the manpower deputed under this agreement, within two weeks of mobilization and shall deposit the same with BRPL as & when demanded, as follows:

- (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
- (ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.
- (iii) Identity Proof: Copy of PAN/Aadhar card should be submitted as identity proof for all personnel.

19.6. Contractor shall deploy the manpower in mutual consultation with BRPL. BRPL reserves the right to reject deployed manpower, in case the same is not found suitable.

19.6.1. The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BRPL within one month of deployment.

Such reports shall be shared with BRPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

## **20. STATUTORY PERMISSION/ APPROVALS**

20.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.

20.2. The Contractor must also submit the following before award of First Work Order under agreement and these shall be renewed time to time:

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

- g) Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Contractor with all Engineer-in-charge responsible for execution of the job before start of the work by the contractor, as per guidelines of HR department.)

20.3. The Contractor must follow/adhere/perform the following task:

- (a) To take Third party Insurance Policy before start of work.
- (b) To follow Minimum Wages Act prevailing in the state.
- (c) Salary / Wages to be distributed not later than 7th of each month.
- (d) To maintain Wage- cum - Attendance Register.
- (e) To maintain First Aid Box at Site.
- (f) To Submit 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) To frame and adhere the Workmen Compensation Policy in compliance with the law.
- (h) To obtain Labour license before start of work.
- (i) Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services ) Act 1996, as applicable
- (j) Registration under "The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.)", as applicable

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

20.4. Contractor ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.

20.5. The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:

- a) Has paid minimum wages to his manpower along with its proof.
- b) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted

20.6. Contractor shall comply with all the amendments to existing acts, upcoming new comprehensive labour acts related to applicable labour law, wage code etc

## **21. PERMITS, LICENSES & APPROVALS**

21.1. It shall be the Contractor's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Contractor, the Company may, where it is necessary to do so, provide reasonable assistance to the Contractor, at the risk and cost of the Contractor, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.



- 21.2. The cost of obtaining the above mentioned permits, approvals and licenses and follow-up of the applications for such permits, approvals and license shall be borne by the Contractor.
- 21.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

## **22. REPRESENTATION, WARRANTIES AND GUARANTEES**

The Contractor hereby represents warrants and guarantees that:

- 22.1. It is a legally recognized entity under the laws of India;
- 22.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 22.3. 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 Agreement;
- 22.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 22.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 22.6. 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, and in any event, in accordance to this Work Order/agreement;
- 22.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;
- 22.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;
- 22.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, 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 have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

## 23. EVENTS OF DEFAULTS

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

- 23.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 23.2. Failing to complete Contracts in accordance with the approved schedule of Contract.
- 23.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 23.4. Failing to comply with any of the terms or conditions of this Contract.
- 23.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.
- 23.6. Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.

## 24. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the 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 alongwith overhead charges @15% shall be debited to/recovered from the Contractor.

## 25. LIMITATION OF LIABILITY

- 25.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.
- 25.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.



## 26. TERMINATION

### 26.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. After termination of the agreement, the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

### 26.2. PREMATURE TERMINATION

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

- (i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.
- (v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.

### 26.3. TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

## 27. GOVERNING LAW AND ARBITRATION

- 27.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

- 27.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.
- 27.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

## **28. 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:

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, 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 Agreement 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.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Agreement; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause

### **28.2. Specific Events of Force Majeure**

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

- (i) The following events and circumstances:
  - a. 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\
  - b. Explosions or fires or flood
- (ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

- (iii) Declaration of the Site as war zone.
- (iv) 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 Agreement in part or in full, that party shall:

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Agreement which is affected by force majeure event for the duration of the force majeure event
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) 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 agreement;
- (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 agreement. 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. Termination for Certain Events Of Force Majeure**

If any obligation of any Party under the Agreement 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 Agreement, the Agreement 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.

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

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

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

The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor either from the present and future amount payable to him or as per law.

## **29. NOTICE & COMMUNICATION**

Any notice or other formal communication to be given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post, A.D. to the addresses of Contractor or BRPL as mentioned herein above or to any other addresses as agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through official e-mail ID of authorized person of Contractor or BRPL.

## **30. SAFETY CODE**

- 30.1. 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 under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.
- 30.2. The Contractor shall observe the safety requirements as laid down in the agreement and in case of sub-contract/assignment (only after written approval of company), it shall be the responsibility of Contractor that all safety requirements are followed by the employees and staff of the sub-contractor.
- 30.3. The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 30.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 30.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BRPL 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 BRPL at the end of each month.
- 30.6. The contractor / safety officer shall be responsible for providing training to all staff

&workers, safety compliances , testing and fitness of all T&P , PPE, annual safety audit reports etc in line with CEA norms

### **31. WORKMEN COMPENSATION**

- 31.1. The Contactor shall take insurance policy at his own cost under the Workmen Compensation Act to cover such workers who are not covered under ESI 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 by the Contractor, the Contractor shall certify for the same.
- 31.2. The Contractor shall keep the Company indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the Contractor in carrying out the job involved and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.
- 31.3. 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 amount payable by the Contractor under the provisions of this clause.

### **32. THIRD PARTY INSURANCE**

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

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

### **33. HUMAN RESOURCE ISSUES**

- (A) The Contractor would execute the works under agreement through its own resources.
- (B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- (C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.

- (D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.
- (G) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.
- (H) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.
- (I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.
- (J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
- Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
  - Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
  - To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
  - Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity



Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.

- (L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.
- (N) **NOT IN USE:**

#### **34. NOT IN USE**

#### **35. REPLACEMENT OF RESOURCE(S)**

- 35.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.
- 35.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.
- 35.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

#### **36. CONTRACTOR'S OBLIGATIONS**

##### **A) General Obligations**

- 36.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.

- 36.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BRPL's requirements. The Contractor shall give notice to BRPL, within forty-eight (48) hours of the receipt of BRPL's requirements, of any error, fault or other defect in the BRPL's requirements or such items of reference.
- 36.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 36.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BRPL.
- 36.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BRPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 36.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and materials upto the Site and back.
  - (b) Availability of skilled Manpower in time.
  - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
  - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;
- 36.7 The Contractor shall, whenever required by the BRPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BRPL.
- 36.8 Train its Manpower in the manner as reflected in their training manual, requirements of BRPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to relievier / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BRPL.
- 36.9 Contractor agrees to provide all preliminary information or data as may be required by the Company/BRPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 36.10 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BRPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BRPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.



- 36.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 36.12 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BRPL.
- 36.13 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BRPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BRPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BRPL reserves right to recover a suitable amount as per BRPL discretion. BRPL decision in this regard shall be final & binding.
- 36.14 The Contractor shall not use the name of the company/BRPL in any manner for credit arrangement or otherwise and it is agreed that the company/BRPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.
- 36.15 In case, if the company/BRPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.
- 36.16 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BRPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.
- 36.17 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 36.18 Immediately on commencement of the Contract, Contractor shall provide complete bio data of each Manpower employed at Site and shall ensure that the information provided in respect of each Manpower is verified and correct.
- 36.19 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 36.20 Contractor must ensure that child labour are not to be deployed at the Site.
- 36.21 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.
- 36.22 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose.
- 36.23 Contractor shall develop its own network and arrangements and shall be solely

responsible to recruit its own personnel for providing Services.

- 36.24 If required and on specific instructions by the company/BRPL, Contractor shall periodically rotate the Manpower after every 12 months or period as requested by the company/BRPL. BRPL to Communicate the same to the Contractor atleast 20 working days before rotation of Manpower is intended.
- 36.25 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 36.26 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Contractor without any risk and cost of the BRPL.
- 36.27 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 36.28 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not violate any statutory provisions / Applicable Law and shall keep BRPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BRPL reserves right to recover reasonable compensation at the discretionary of BRPL.
- 36.29 Contractor to provide master plan for deployment of Manpower and related resourced to the Company/BRPL before commencement of the Services. Along with this Contractor shall provide documentations in details covering Manpower details as requested by BRPL.

**B) Compliance with Applicable Laws by Contractor**

- 36.30 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters
- 36.31 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BRPL or seek any extension of time due to its ignorance of any Applicable Law.
- 36.32 The Contractor shall indemnify the company/BRPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Contractor in relation to the performance of the Services.
- 36.33 Contractor is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.

- 36.34 Contractor shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.
- 36.35 Payment of gratuity (if any) to Manpower will be sole responsibility of the Contractor.
- 36.36 Contractor to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans.–List of Manpower with PF and ESIC numbers to maintained up to date by Contractor and if required to be shared with BRPL.

**C) Contractor's Other Obligations**

- 36.37 The Contractor shall also provide the necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to Company. Without such proof, the invoices will not be processed for payment.
- 36.38 The employees deployed by the Contractor shall be employees of the Contractor.
- 36.39 At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- 36.40 The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- 36.41 The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other Company employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the Company shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a medical certificate certifying that the said employee is medically fit. It is further agreed that without such medical certificate, Company shall not permit any such Contractor's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.
- 36.42 The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 36.43 The Contractor shall provide an authority letter to the its manpower and they shall carry the same when they are on duty at the Company.
- 36.44 Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
- 36.45 The Contractor shall deploy electronic attendance marking system for their

Resources and maintain records for the same. The same has to be produced if demanded by the Company.

36.46 The Contractor shall fully guide, supervise and monitor the Contractor's manpower deployed in Company locations by its Supervisors.

36.47 Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to Company along with their inspection report on weekly basis.

36.48 The Contractor undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, BRPL shall be within its rights to make necessary deductions in addition to such rights as available under contract.

#### 36.49 TIMELY DISBURSEMENT OF WAGES

The Contractor shall ensure that monthly wages/salary disbursed to its manpower timely but not later than 7th of each month. Though the company endeavours to process Contractor's bills on time as per the payment timelines mentioned in agreement (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the Contractor's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfil their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BRPL reserves the right to terminate the agreement in case of second or subsequent repeated instances of delay in disbursal of the wages.

### 37. THE COMPANY/BRPL'S OBLIGATIONS/RESPONSIBILITIES

37.1 BRPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Contractor.

37.2 BRPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Contractor. However, BRPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.

37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BRPL as and when demanded,

37.4 The Company/BRPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.

- 37.5 BRPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BRPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.
- 37.6 BRPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BRPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BRPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

### **38. INDEMNITY**

The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.

The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any negligence or inaction, damage to the property of company caused by the Contractor or its employees.

### **39. SECRECY & CONFIDENTIALITY**

- 39.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 39.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.
- 39.3 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.

- 39.4 The Contractor shall not use the name/logo/emblem 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.
- 39.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non- performance or observance or non- observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.
- 39.6 Contractor shall submit signed NDA as per the format 4.3 attached.

#### **40. NON-EXCLUSIVITY**

The award of the work order/agreement 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 may place the order on any other party.

#### **41. SEVERABILITY**

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

#### **42. ASSIGNMENT & SUBLETTING**

The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Contract.

#### **43. ASSIGNMENT BY THE COMPANY**

The rights and obligations of BRPL under the Contract shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and BRPL's lenders without consent of the Contractor. Upon written notice of seven Business Days (07 days) by BRPL, the Contract shall be



deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Contractor and BRPL shall not be obliged to the Contractor after seven days (07) of issue of any further notice.

**44. NOT USED**

**45. NO JOINT VENTURE**

The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.

**46. WAIVER OF RIGHTS**

No delay or forbearance by company in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power.

**47. 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. BRPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly.

**48. CONTRACTOR'S EQUIPMENT**

- 48.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.
- 48.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.
- 48.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.
- 48.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

**49. AVAILABILITY OF TOOL & PLANT (T&P)**

The contractor shall provide T&P to their staff as mentioned in Scope of work. The contractor shall provide all tools in the beginning of contract and shall ensure the

proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of make as specified in the Scope of work. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

**50. NOT IN USE**

**51. 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.bsedelhi.com](http://www.bsedelhi.com)) also, which shall be treated as a part of the agreement.

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 agreement.

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

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

**52. DISCLOSURE OF RELATIONSHIP**

The Contractor acknowledges & undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

**53. MSME**

53.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.

53.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSME Act") within one week of receipt of the Contract .



- 53.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
- 53.4. The Contractor to furnish the undertaking to the Company in this regard.

#### **54. COVID GUIDELINES**

Looking to the prevailing Covid19 situation, Contractor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by MHA / BRPL/ Engineer-in-charge from time to time. Further Contractor shall be required to provide to their staff masks/ sanitizers/ all PPEs required for working in Covid19 situation. The Contractor shall further ensure to work as per the guidelines issued by BRPL and the instruction of the Engineer in charge.

#### **55. NOT in USE**

#### **56. ENVIRONMENTAL, HEALTH & SAFETY**

The 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/BRPL. Contractors must comply with the requirements, as follows:

- (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 supplier/Contractor s' 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 personnel deputed by Contractor under agreement shall be accountable for the following:

- (a) 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
- (b) Keep tools in good condition
- (c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- (d) Develop a concern for safety for themselves and for others
- (e) Prohibit horseplay
- (f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

## 57. 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 the Contractor consisting of general conditions and complete scope of work.

Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

BRRPL

**SECTION – V : SCOPE OF WORK**

BRPPL

SECTION-V

**SCOPE OF WORK**

**A) Mail Services : (Informative, Transactional & Promotional)**

Mail Services (Informative, Transactional and Promotional)

- 1) The Contractor will provide the Mail services for BSES Rajdhani Power Ltd.
- 2) The Contractor will have responsibility to provide this facility on behalf of the Company as directed by the company.
- 3) The scope mentioned is indicative only. The systems & services shall be complete in all respects, although not mentioned but are necessary or usual for its efficient performance and satisfactory trouble free operation as per standard trade and professional practice will be deemed to be included in the scope of services and no extra price shall be paid for them. In case of any fault or discrepancies in the services mentioned, the contractor shall provide an alternative immediately at the cost of the Contractor.

- 4) Bidder shall ensure the platform availability in percentages on a yearly basis. This guarantees up to 99.9% platform is available. In case of any controllable outages, bidder ensures 100% support and communication to our customers until the problem is solved. Bidder should guarantee the fault fix times through our technical support service available for 24x7x365. SLA includes all controllable aspects such as platform availability, service uptime and platform latency.

\*Delivery % in SLA calculation excludes User related errors & Permanent Failures (database issue) and Network related errors (timeouts, System Failures) which is 1% -2%.  
Delivery % in SLA calculation excludes hard bounces and unsubscribers.

\*\*Delivery Speed/latency in SLA calculation is based on Delivery latency and for Delivered traffic SLA applies for public domain delivery only.  
Uncontrollable aspects such as restrictions imposed by governing authorities, specific issue with operator to deliver message to circle, region etc. are not included in SLA calculation.

- 5) SLA Commitment  
KPI---Percentage  
Email Submission to MTA--->99% \*  
Submission Latency <= 10 Secs-->98%\*\*  
DN acknowledgement--99%

- 6) Downtime  
# Scheduled downtime (for any maintenance activity) will be notified to our clients 5 working days in advance.

Following illustrates the Service level parameters.  
Service Level---Parameters Support  
Support Online---24x7  
Min Redundancy of Platform---Fully Redundant

Availability of Bidder's Platform---99.9%

Scheduled Downtime for Platform Servers---1 hour (in a quarter)

Emergency Maintenance---1 hour (in a quarter)

Capacity Upgrade\*---80%

\* Bidder will initiate the upgrade process once the capacity reaches 80 % of the total capacity Utilization.

7) Customer Support Desk - Customer Support

Customer Support Desk shall serve on 24 X 7 basis for all problems related to the bidder services being used by the customers.

8) Contact Information : To be provided by Bidder

9) Response Time :

Customer Support Desk shall return any call logged on the Customer Support Desk within 30 minutes. E-mail support will be given for non-critical issues.

Severity Level---First Response Time---Restoration / Recovery Time

Critical---15 minutes---1 Hour

Major--30 minutes---6 Hour

Minor---One hour---24 Hour

10 ) Transactional emails will be attempted for delivery within 60 seconds of received.

**B) SMS Services:**

i. The SMS Services should cover the facilities like Push Service and Pull SMS using short / long code / VMN.

ii. The bidder should have capabilities to send SMS to all GSM, CDMA handsets and to all telecom operators operating in India and abroad without any exception. The Bidder should provide dedicated services for OTP and OSP SMS sent to the Buyer's customer.

iii. The bidder shall be responsible for delivery of real time SMS alerts on 24\*7 basis as per the requirement of the BRPL.

iv. The bidder shall be responsible for providing after-sales support and service on 24\*7 basis for resolution of complaints related to Bulk / Individual SMS Services.

v. The code (long code/short code/VMN) allotted to the Buyer should be easily memorable and accessible to Buyer customers, both domestic and international, through all the telecom operators across the globe on 24\*7 basis.

vi. The bidder to ensure that SMS message whose content does not exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver' mobile handset.

vii. Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes.

- viii. The Bidder should have solution to provide SMS in minimum 15 Regional Languages or more.
- ix. The bidder has to route all messages sent by the BRPL as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.
- x. The bidder should be capable of sending voice messages or email messages in case of failure in sending SMS message. For this bidder should have in-house capabilities of sending voice message and E mail messages.
- xi. Delivery of SMS alerts should be ensured to all National/International locations without any exception.
- xii. The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP. The bidder must have its own Level III / Tier III DC and DR located in India for providing SMS gateway services. The Bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.
- xiii. The bidder should have 24x7 support office / representative in Delhi to provide onsite support immediately on call.
- xiv. The bidder should have proper test infrastructure with capability of end to end testing of all integration with Buyer applications.
- xv. Bidder to maintain the data with regard to SMS sent for at least 1 Year. The data maintained should have the following minimum fields:
- Mobile Number/MSISDN
  - Complete Message text
  - Bearer (GSM/CDMA)
  - National/International
  - Sender Name/ID
  - Date/time of SMS received at the gateway
  - Date/time of SMS send to the operator
  - Date/time of SMS delivered to the end subscriber
  - Final Status of the SMS Status description
- xvi. DND compliance will be the responsibility of the Bidder/Service Provider. Buyer will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for the Buyer.
- xvii. Bidder should provide an online portal with the following capabilities.  
The portal should provide access to the logs for a period of previous 30 days at any given point of time.  
The portal should be available to the Buyer users 24x7.  
The Portal should provide filters on dates, mobile numbers and departments etc.

### **SMS PRODUCT SPECIFICATION**

The solution should have the following features:

1. The solution offered should provide Push and Pull based SMS alert services to the Buyer.
2. The solution should be capable of sending messages in SMPP (Short Message Peer to Peer Protocol) and/or HTTPS-API with/without XML support to the Buyer with multiple accounts and it should be the primary channel for communication.
3. The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL.
4. Delivery reports need to be sent using SMPP or HTTPS-API in prescribed format as required by the Buyer. The solution offered should provide secure encrypted connection for delivery of outgoing/incoming alerts with guaranteed delivery.
5. The SMS services should be scalable to meet the requirements of the Buyer for next 5 years from the date of placing Purchase Order, considering the similar growth year on year basis.
6. The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Buyer and deliver the alerts as per the priorities defined by the Buyer.
7. The solution should be capable of checking and blocking duplicate/multiple SMS delivery to customers.
8. The Solution should be able to send auto e-mails to the designated administrator(s) and User Department wise of the Buyer with the following data/statistics of overall Buyer Group on daily basis:
  - Date
  - Category
  - Total SMS Pushed
  - Total Successful SMS
  - Total Failed/Expired SMS
  - Total SMS for which delivery reports not received
  - Total Invalid SMS
  - Total DNDs
9. The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by the Buyer.
10. For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the RFP:
  - Online Website/Portal based access
  - Menu Driven Graphical User Interface (GUI) based access
  - User ID/Password based access to website/portal
  - Facility of Admin Users to create/modify/delete/maintain users for various locations within Buyer
  - Sending SMS to one/many mobile numbers
  - Upload of Mobile Numbers through Excel and Txt formats

- Scheduling SMS
- Provision of Web-based reports for download in Excel/Txt/PDF format
- MIS for promotional SMS user ID wise, period wise, date wise, status wise(delivered, undelivered) etc. for SMS alerts sent.

11. The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events and Interactive SMS etc.

12. The messaging platform must support SMS to email service wherein emails are sent to intended recipient e.g. Integration with critical servers for reporting message in the event of system failure.

13. Bidder should be able to provide PUSH & PULL SMS services on a 5 digit short code and also have the facility to provide options for 6 digits to 10 digit extended codes.

Average monthly volume will be

- a) For SMS service : 1 Cr.
- b) For E- Mail services: 3 Lac.

Quantities are only indicative. It may vary depending on the actual requirement of BRPL.

#### **Service Level Agreement**

- a. Percentage of delivery:  
The Contractor must be able to complete 90% delivery failing to which a penalty of 5% of the invoice value shall be levied.
- b. Delivery time period:  
Delivery to operator: Within 10 seconds  
Delivery to handset: Within 60 seconds for high priority account & within 180 seconds for normal priority account
- c. Delivery end points:  
The platform uptime must be 99.9%
- d. In case the message fails to be delivered even after maximum retries, the message can be killed as per the timelines specified by the company and the same shall be reflected in the MIS report.
- e) MIS report:

A customized report shall be provided to BRPL by the service provider on daily basis which shall include the following heads.

1. DATE\_HOUR
2. PCODE
3. ACODE
4. TAG NAME
5. SENDERID
6. SUBMITTED TO M GAGE
7. DND REJECTION
8. MGAGE ACCEPTED
9. DELIVERED
10. FAILED
11. BLANK\_DN

In addition to the above the Contractor should provide the Latency and Failure report



**SECTION – VI: PRICE BID**

BRRPL

**SECTION – VI:PRICE BID**

S.No	Item Description	UOM	QTY	Unit Rate (Rs)	Total Amount(Rs)
<b>A)</b>	<b>Monthly SMS –Push based service</b>				
1)	For 100 nos Push SMS - Transaction / Promotional	EA	1,00,000		
<b>B)</b>	<b>Monthly - SMTP Relay Services</b>				
1)	Informative /Transaction/ Promotional E mail	EA	3,00,000		
<b>C)</b>	<b>Charges for SMS –Pull based service</b>				
1)	One Time Charges – Pull SMS	LS	1		
	<b>Total</b>				
	<b>GST @ 18%</b>				
	<b>Total with GST</b>				

**Note :**

1	Price quoted above shall remain firm for entire duration of the contract including extension period, if any. No additional charges such as Charges for DLT,HTTP, API Setup , Short code or long code shall be paid by BRPL.
2	Average monthly volume will be c) For SMS service : 1 Cr d) For E- Mail services: 3 Lac. Quantities are only indicative. It may vary depending on the actual requirement of BRPL.
3	For monthly billing purpose BRPL shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge(EIC).
4	Penalty shall be levied on the monthly payment of contractor on the basis of its performance mentioned in the Score Cards/performance indicator and will be deducted from successive month's bill.
5	The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor
6	The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
7	The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate rows meant for the purpose.
8	RA is mandatory. The bids will be evaluated commercially based on the total value of Monthly Charges and One time Charges. BRPL reserves the right to evaluate the bid in totality. RA methodology will be informed separately to all the qualified bidders.

ANNEXURE –I : BID FORM

To,

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

Dear Sir,

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

Dated this..... day of..... 2024

Signature..... In the capacity of .....

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

(IN BLOCK CAPITALS).....

ANNEXURE – II : BIDDER'S DETAILS

S.No.	Item	Description
1	<b>Company Name</b>	
2	BRPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number )	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	-
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	-
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	-
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2019-20 (Rs. Cr.)	
25	Turn Over FY 2020-21 (Rs. Cr.)	

S.No.	Item	Description
26	Turn Over FY 2021-22 (Rs. Cr.)	
27	Turn Over FY 2022-23 (Rs. Cr.)	
28	Profit after Tax FY 2019-20 (Rs. Cr.)	
29	Profit after Tax FY 2020-21 (Rs. Cr.)	
30	Profit after Tax FY 2021-22 (Rs. Cr.)	
31	Profit after Tax FY 2022-23 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BRPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

**ATTACHMENT – A**

Reference List of Order Executed / under Execution by the Vendor (M/s .....)

**A) Major Orders Executed**

<u>SN</u>	<u>Name of Project</u>	<u>Client name &amp; address</u>	<u>Client contact Detail</u> ( <u>Person name, e-mail ID, Mobile &amp; landline number</u> )	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs )</u>	<u>Start date as per Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigation / Arbitration (Y/N) (If Yes, furnish details)</u>	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											

**B) Orders Under Execution**

<u>SN</u>	<u>Name of Project</u>	<u>Client name &amp; address</u>	<u>Client contact Detail</u> ( <u>Person name, e-mail ID, Mobile &amp; landline number</u> )	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs )</u>	<u>Completion date as per Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigation / Arbitration (Y/N) (If Yes, furnish details)</u>	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											



**ANNEXURE – III : ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION  
EVENT**

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

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

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

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

11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

**For.....**

**Signature:**

**Name:**

**Designation:**

BRPL

FORMAT – 4.1

EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-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/services of [name and/or description of the goods/sevices] (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 “Purchaser”)in the sum of ..... (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 \_\_\_\_\_ 2024. The Conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

(a) Fails or refuses to execute the contract form, if required: or

(b) Fails or refuses to furnish the performance security, In accordance with the instructions to Bidders/Terms and Conditions.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including 180 days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at \_\_\_\_\_ this [ ] day of [ ] 2024

1. WHEREAS **M/s BSES Rajdhani Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **BSES Bhawan, Nehru Place, New Delhi 110019**, India hereinafter referred to as the “Company”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for \_\_\_\_\_ (Please specify the nature of contract here) vide Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Contract”) with M/s. \_\_\_\_\_, (hereinafter referred to as “Contractor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause \_\_\_\_ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to seven and a half percent (7.5%) of the total initial Contract Value for the timely completion and faithful and successful execution of the Contract from [ ] pl. specify the name of Bank) having its head/registered office at [ ] through its branch in \_\_\_\_\_ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs. ].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Company at its option shall be entitled to enforce this

Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.

7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
  - (i) Vary and/or modify any of the terms and conditions of the Contract;
  - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
  - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to \_\_\_\_\_ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on \_\_\_\_\_ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.  
Dated this ..... day of ..... 2024 at .....

(Signature)  
.....

(Name)  
.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

**Beneficiary's bank detail with IFSC Code:**

1. Beneficiary Name : BSES Rajdhani Power Limited
2. Name of the Bank : State Bank of India
3. Bank Account No: : 40214783615
4. IFSC Code: : SBIN0009601

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched the BG -Local Address of bank -----

3. Where to Dispatched the BG Head Office Address -----

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the \_\_\_\_ day of \_\_\_\_\_, 2024

By And Between

**M/s BSES Rajdhani Power Limited**, a company registered under the Companies Act, 1956 and having its registered office at **BSES Bhawan, Nehru Place, New Delhi 110019** (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").
2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and



includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.
5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.
6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).
7. The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information

shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

\_\_\_\_\_  
Authorized Signatory

Name:

Designation:

For the Receiving party

\_\_\_\_\_  
Authorized Signatory

Name:

Designation:

FORMAT – 4.4  
NO DEVIATION DECLARATION

**NO DEVIATION –A(Technical)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

<b>S.NO.</b>	<b>SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK</b>	<b>DEVIATIONS, IF ANY</b>
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**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

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

**NO DEVIATION –B(Commercial)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

<b>S.NO.</b>	<b>S. NO OF COMMERCIAL REQUIREMENTS</b>	<b>DEVIATIONS, IF ANY</b>
--------------	---	---------------------------

**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

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

FORMAT – 4.5  
BIDDER'S 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

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

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