TENDER NOTIFICATION FOR

PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CIVIL RETROFITTING PROJECT IN BRPL.

NIT NO. CMC/BR/25-26/FK/CR/SS/1293 DT: 31.07.2025

DUE DATE FOR SUBMISSION: 20.08.2025 (2:30 PM)
DUE DATE FOR OPENING: 20.08.2025 (3:00 PM)

BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number:
U74899DL2001PLC111527
Telephone Number: 011-49207235
Website: www.bsesdelhi.com

BSES

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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

BRPL invites sealed tenders in 2 envelopes for "Project management consultancy services for civil retrofitting project in BRPL."

1.01 The bidder must qualify the requirements as specified in clause 2.0 stated below**.**
The sealed envelopes shall be duly super scribed as **—"Project management consultancy services for civil retrofitting project in BRPL."**

"NIT NO CMC/BR/25-26/FK/CR/SS/1293 DT: 31.07.2025 DUE ON DT. 20.08.2025".

Estimated cost of work	: Rs. 33 Lakhs i/c GST
Earnest money Deposit	: Rs. 66,000
Cost of Tender form (Non- Refundable)	: Rs. 1180/-
Duration of the Work whichever is earlier)	: 18 Months (from date of issuance of LOI/order
Tender documents on sale	: 20.08.2025 (working days)
Date & time of Submission of Tender	: 20.08.2025 till 14:30 HRS
Date & time of opening of Tender	: 20.08.2025 at 15:00 HRS

1.02 The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto **20.08.2025, 1.00 PM**. The tender documents & detail terms and conditions can also be downloaded from the website **"www.bsesdelhi.com-Tenders-BSES Rajdhani Power Ltd.-Open Tenders"**.

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

1.03 Offers will be received upto **20.08.2025, 2:30 PM.** at the address given below. Part A of the bid shall be opened on **20.08.2025, 3.00 PM**. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date:

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

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

(i) **Earnest Money Deposit (EMD)** of Rs. 66,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favour of "BSES Rajdhani Power Ltd" payable at Delhi.

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

2.0 Qualification Criteria:-

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

(A) QUALIFYING CRITERIA :

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

(A.1) Technical Qualifying Criteria:

(A.1.1) The bidder must have completed at least 3 similar consultancy assignments (retrofitting/structural audit & rehabilitation) in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years.

Only those projects will be considered that are satisfying the minimum eligibility criteria. (10000 sqm and above).

For each project, the summary table given below to be filled.

Project Summary	
Project name, location, and brief description	
Project owner	
Total covered area (in sq m),	
List of key buildings in the project, their height (in no of storeys), and area	
Scope of work handled by the applicant in this project	
References (name, title, tel.no/email)	

Contract copy and work completion certificate to be submitted.

(A.1.2) The consulting team of the bidder must include a registered Structural Engineer (M. Tech/ in Structural Engineering) with minimum 5 years of experience in retrofitting/audit/structural designing works.

(A.1.3) Bidder must submit proposal for manpower deployment for this project to ensure timely completion of the project.

(A.1.4) Bidder to provide experience and background of the key personnel involved.

(A.1.5) Accreditation/Empanelment: The bidder must be empanelled with government bodies like CPWD, PWD, MES, or any metro rail/urban development authority/Govt colleges like IIT,DTU or Equivalent.

(A.1.4) The bidder must have a branch office in Delhi /NCR.

(A.2) COMMERCIAL QUALIFYING CRITERIA

(A.2.1) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 24-25, FY 23-24 & FY 22-23) should not be less than Rs 1 Crore. Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.

(A.2.2) Bidder should have valid Registration No. of GST.

(A.2.3) Bidder should have PAN No.

(A.2.4) Entities that have been debarred/blacklisted by any Private/central/state government Institution including electricity boards in India will not be considered; in this regard a Written statement has to be provided on bidder's letterhead along with other documents. Vendors/Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 Financial years will not be considered in this tender.

(A.2.5) The bidder should submit an undertaking for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

(A.2.6) The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

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

OTHER REQUIREMENTS:

a. Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
b. No Joint ventures / consortiums are allowed.
c. The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to the following:

i. Last three Financial Years (FY 24-25, FY23-24 & FY22-23) audited financial statement.
ii. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
iii. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
iv. Organization Chart of the Bidders Company/organization
v. Organization chart for execution of the contract
vi. Experience details with credentials
vii. Number of Employees & necessary details
viii. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
ix. Work order / Agreement copies along with performance certificates in support of relevant experience.
x. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
xi. List of pending litigation with government/other institution on account of executing any order.
xii. Copy of PAN/GST no.
xiii. Copy of GST Return of last Financial Year.
xiv. Non-Disclosure Agreement (NDA) as per format attached
xv. Bidder's details as per format attached
xvi. An undertaking to provide all Tools & Plants , PPEs as per tender scope

(a) The bidder should enclose performance certificates in support of relevant experience.
(b) BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

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

3.0 Bidding and Award Process

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

3.01 BID SUBMISSION

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

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

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

- EMD of requisite amount
- Bid Form (As per Annexure-I)
- Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.

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

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

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

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	▪ All Queries related to RFQ	12.08.2025, 1.00 PM
2	Pre-Bid	A pre-Bid meeting shall be organised	Meeting Date :

S. No.	Steps	Comprising of	Due date
	Meeting	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	12/08/2025 Meeting Time : 03:00 PM Venue : BSES Bhawan, Nehru Place, New Delhi -110048
2	**PART A Technical and Commercial Bid**	▪ EMD of requisite amount ▪ Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website ▪ Documentary evidence in support of qualifying criteria ▪ Technical Literature/ list of makes etc ▪ Any other relevant document ▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG, Reverse auction etc.	20.08.2025, 3.00 PM
3	**PART B Financial Bid**	▪ Price strictly in the Format enclosed(Section IV) indicating Break up regarding basic price, taxes & duties etc.	To be informed separately

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

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

Part – A: **Technical Bid** should not contain any cost information whatsoever and shall be submitted within the due date **20.08.2025 up to 14.30 Hrs**. After techno-commercial evaluation, the qualified tenders will be informed immediately.

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

PART C: Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.
The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-V in this tender document. Training/details shall be provided to bidders before participation in auction.

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

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

4.0 Award Decision

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

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

4.03 In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award work to other

5.0 Market Integrity

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

- Failure to honor prices submitted to the marketplace.
- Breach of the terms published in Request for Quotation/NIT.
- Misrepresentation of facts.

6.0 Confidentiality

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

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

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

7.0 Contact Information

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

	Technical	Commercial
Contact Person	VP – Head Civil. Copy to :Head (Contracts)	Head (Contracts)
Mail ID	Ajay.karan@reliancegroupindia.com	amitava.nandi@reliancegroupindia.com shilpa.suman@reliancegroupindia.com
Address	1st Floor, B-Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019	1st Floor, B-Block, BSES Rajdhani Power Ltd. BSES Bhawan, Nehru Place, New Delhi-110019

SECTION – II: INSTRUCTIONS TO BIDDERS

A. GENERAL

BSES Rajdhani power Ltd, hereinafter referred to as "The Company" are desirous for Appointment of structural consultant for checking the structural stability of Buildings and Grid stations in BRPL. The Company has floated this tender for Project management consultancy services for civil retrofitting project in BRPL as notified in this tender document.

1.0 SCOPE OF WORK:

Detailed specifications/ scope of work is mentioned in **SECTION-IV of this tender document.**
BOQ for work is mentioned in **SECTION-V of this tender document.**

3.0 DISCLAIMER

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

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

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should

satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

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

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and the bidder shall hereby agree to have received and taken into consideration of the amendments in their submitted bids hence the same shall be binding on them.

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

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

(a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT).

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

9.0 BID FORM

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

10.0 EMD

10.01 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.

10.02 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
A/c No.	: 40214783615
IFSC Code	: SBIN0009601

The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.

10.03 Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be returned within 8 (Eight) weeks after award of the work.

10.04 The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.

10.05 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.

11.0 BID PRICES

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

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

12.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

13.0 PERIOD OF VALIDITY OF BIDS

13.01 Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.

13.02 Notwithstanding Clause 13.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier/e-mail.

14.0 ALTERNATIVE BIDS

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

15.0 FORMAT AND SIGNING OF BID

15.01 The original Bid Form and accompanying documents(as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

15.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

15.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

16.0 SEALING AND MARKING OF BIDS

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

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.01 The original Bid, together with the required copies, must be received by the Company at the address specified not **later than 2.30 P.M. on 20.08.2025.**

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

18.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

19.0 LATE BIDS

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

20.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

21.0 PROCESS TO BE CONFIDENTIAL

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

22.0 CLARIFICATION OF BIDS

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

23.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

23.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

24.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

(a) Work completion schedule
(b) Conformance to Qualifying Criteria
(c) Deviations from Bidding Documents

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

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

F. AWARD OF CONTRACT

25.0 CONTACTING THE COMPANY

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

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

26.0 THE COMPANY ’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

27.0 AWARD OF CONTRACT

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

28.0 THE COMPANY ’S RIGHT TO VARY QUANTITIES

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

29.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

30.0 CORRUPT OR FRADULENT PRACTICES

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

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

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

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

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

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION – III: TERMS AND CONDITIONS

1.0) DEFINITIONS:

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

a. Company shall mean BSES Rajdhani Power Limited, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.

b. Engineer in Charge (EIC) shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.

c. Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded.

d. Sub-Contractor shall mean the persons, firm or company to whom any part of the contract has been sublet by the Contractor with the prior written consent of the Company**.**

e. Contract, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.

f. Site, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the Contractor.

g. Contract Price shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.

h. Temporary Works shall mean all temporary works of every kind required in or about the execution or maintenance of the works.

i. Permanent Works shall mean the permanent works to be executed and maintained in accordance with the Contract.

j. Specifications shall mean specification referred to in the tender and any modification thereof or addition thereto as may, from time to time be instructed by the Company/ the Structural Consultant**.**

k. Drawings shall mean the drawings issued along with this tender and any modification in such drawings issued by the Structural Consultant/ the Company from time to time.

l. Approved, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.

m. **Language and Measurement:**

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

Metric System shall be followed for all dimensions, units etc., the mode of measurement shall be as per IS 1200.

n. **Cost:**

The word "Cost" shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.

2.0) CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

a. 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.

b. The Contract Performance Bank Guarantee shall be of five percent (5%) of total contract value and shall be valid till completion of contract, plus three (3) months towards claim period.

c. The CPBG shall be issued from any nationalized / scheduled bank as per company format.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BRPL.

3.0) TERMS OF PAYMENT:

3.1)

S. No.	Work Stage	Payment to be Done
1	Payment shall be released upon completion of the initial site visit and submission of the Initial Assessment Report, including relevant site photographs and preliminary observations.	10%
2	Payment shall be made after the first inspection during execution and submission of the corresponding progress report outlining compliance with supporting photographs.	20%
3	Payment shall be released following the second site inspection during execution, with observations and recommendations duly submitted with supporting photographs.	20%
4	Payment shall be processed upon successful final inspection of the completed retrofitting works at site.	20%
5	Final payment shall be released after submission of the Final Structural Stability Certificate along with the detailed Project Completion Report, including all test reports, photographs, and as-built documentation.	30%

3.2) The Contractor shall submit the final bill along with duly checked final measurements and completion certificate towards the successful completion of the Contract as certified by the EIC**.**

4.0) TAXES & DUTIES:

Prices are inclusive of all taxes and duties except GST leviable by State or Central Government or local bodies including any duties which may be levied by the Govt. during currency of this order. IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

However GST as applicable shall be paid extra on submission of GST Registration and self-declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduces by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

4.1) As Per Notification No. 39/2021 - Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipent/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.

4.2) In view of above, if the same is not complied with by the supplier/contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

4.3) For releasing of the payment kept on hold on account of GST supplier shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time proof of payment of GST as mentioned above is not submitted.
4.4) further, the recipient/purchaser shall also be entitled to recover any financial loss incurred (including tax, interest and penalty) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier.

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

5.0) TENDER RATES & PRICES ALL INCLUSIVE:

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

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

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

6.0) MOBILISATION:

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

7.0) DAMAGE OF PRIVATE PROPERTIES / LIFE:

The Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Company is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Company may incur in reference thereto, shall be charged to the Contractor. The Contractor shall reimburse such costs immediately to the Company.

8.0) APPROACHES:

The Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men and material to site of work. The Company shall entertain no payment or claims on account of "Making of Approaches".

9.0) TIME & PERIOD:

Time is the essence of this Project and the Project shall be completed **within 18 Months from the date of issue of Letter of Intent or Work Order whichever is earlier**, including mobilization period and monsoon.

The Contractor shall within 7 (seven) days of the issue of letter of intent or work order whichever is earlier provide a detailed execution program regarding the Project taking into account the following including restricted working hours due to residential area for the approval of the Company:

The Contractor shall carryout the works as per the approved schedule / program of work.

10.0) LIQUIDATED DAMAGES:

In the event of the Contractor's failure to complete the work or any part thereof within the Contract Period including the interim milestone dates, the Contractor shall be liable to pay the Company liquidated damages calculated at the rate of 1 (one) % of the contract value per week of delay or part thereof subject to a maximum of 10 (ten) % of the contract value, for

the period between the Date for Contractual Completion and the Date of Actual Completion as certified by the EIC.

The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in its possession, which are due or which may become due to the Contractor. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works on time or from any other part of his obligation and liabilities under the Contract. Once the maximum is reached, the Company reserves the right for termination of contract without any liabilities to the Company.

In the event of an extension of time being granted by the EIC, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

11.0) EXTENSION OF TIME LIMIT & TIME OVER RUN:

If delay is not attributable to the Contractor, the extension of time may be considered at the discretion of the Company without prejudice to the right of the Company for recovery of liquidated damages. This is also subject to the Contractor having taken sufficient precautions to mitigate the delay and submitted to the Company a full-detailed particular of any extension of time to which he may consider himself entitled within 10 days after such work has been commenced or such circumstances have arisen. The extension of time may be granted but without any financial increment in the contract price to the Company.

12.0) RELEASE OF INFORMATION AND CONFIDENTIALITY:

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawings, records and other documents shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the execution of this order, if any, immediately after they have been used for agreed purpose.

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

13.0) AWARD / SUBLETTING OF CONTRACT:

The Company reserves the right to reduce/ award consolidated order or separate orders for one or more parts against above work.

The Contractor will not be permitted to sublet his job in whole or Part.

14.0) SITE LOCATION:

The Contractor must see the site of the work, surrounding locality, local traffic rules, site approaches etc. carefully. No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage of materials by the contractor, the same shall be provided, improved and maintained by him at his own cost.

15.0) SAFETY REGULATIONS:

15.1) The Contractor shall ensure adequate safely precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises.

15.2) The Contractor shall indemnify the Company from any consequence arising due to contractor's failure in respect to safety compliance.

15.3) First Aid facilities at easily accessible place shall be provided by the Contractor at his own cost as per provisions of Labour act or as advised by the Company wherever works are carried out.

15.4) All critical injuries shall be reported promptly to the Company. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again.

15.5) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Company.

15.6) The cost so incurred by the Contractor in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the contractor on this account.

15.7) The Contractor shall furnish to the Company within seven days from issue of LOI or Work Order whichever is earlier, for approval of Company, the proposed safety programme on how it intends to implement the safety procedures and precautions to ensure that the site is accident free.

16.0) CO-ORDINATION WITH OTHER AGENCIES:

The Contractor shall execute the work in strict consultation with the Company and in co-ordination with other agencies appointed by the Company who will also simultaneously execute the components of work allotted to them.

The Contractor at his own cost shall also extend their site facilities, plant and equipments on written request of the Company/ EIC for use by other contractors appointed by the Company.

17.0) MEASUREMENT OF WORK:

Unless specifically mentioned elsewhere, the work shall be measured for payment as per the provisions of IS 1200.

18.0 TERMINATION OF CONTRACT:

18.1) 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 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.

18.2) 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.

18.3) 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.

19. GOVERNING LAW AND ARBITRATION

19.1) 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.

19.2) 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.

19.3) 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.

20.0) QUANTITIES IN THE BOQ:

Company reserves the right of deletion of any item in full or in part or to reduce, increase or to modify the Scope of Work. The rates quoted by the Contractor shall remain firm even if there are any variations in the quantities mentioned in the Bill of Quantities, or due to any idling of resources due to non availability of fronts, details, etc.

21.0) EXECUTION OF ADDITIONAL WORKS:

The Contractor shall be bound to carry out any items of work necessary for the completion of the works even though such items may not be part of his offer. Such works shall be instructed in writing by the Engineer in Charge and formal amendment to the work order will be made.

22.0) FORCE MAJEURE

22.1) 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

22.2) 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.

22.3) 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.

22.4) 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.

22.5) 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.

22.6) 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.

23.0) INDEMNITY:

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

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

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

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

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

24.00 EVENTS OF DEFAULT

24.01 EVENTS OF DEFAULTS:

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

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

24.02 CONSEQUENCES OF DEFAULT

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

(b) In the event of an Event of Default, company may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

(i) Present for to the relevant bank the Performance Bond;

(ii) Purchase the same or similar Commodities from any third party; and/or

(iii) Recover any losses and/or additional expenses company may incur as a result of contractor's default.

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

25.0) REPRESENTATION, WARRANTIES AND GUARANTEES :

The contractor hereby represents warrants and guarantees that :

i) It is legally recognized entity under the laws of India;

ii) The contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;

iii) It has studied the technical feasibility, site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the company the services as contemplated in this contract;

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

v) It shall procure vehicles and manpower suitable for the purposes of this contract to render services as contemplated in this contract;

vi) The services would be conducted n a safe and efficient manner at the site and at all times in compliance with Good Industry Practices and requirements of the company;

vii) It shall duly pay the duties, taxes and levies as are set out in this contract, which are to be paid by the contractor;

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

26.0) ASSIGNMENT

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

27.0) SUB-CONTRACTING / SUBLETTING:

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

28.0) WAIVER

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

29.0) RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of company within the scheduled period and even after the extended period, BRPL shall be having its right to terminate the agreement and to get the work executed from any other source at the Risk & Cost of the Contractor. The contractor shall be responsible to pay/reimburse the said Extra Expenditure to BRPL in 15 days of the demand raised by BRPL.

30.0) NOTICE:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when

sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

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

31.0) SECRECY & CONFIDENTIALITY

31.1) 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.

31.2) 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.

31.3) 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.

31.4) 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.

31.5) 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.

31.6) Contractor shall submit signed NDA as per the Annexure-II..

32.0) ENTIRE AGREEMENT:

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

33.0) AMENDMENT:

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

34.0) NON-EXCLUSIVITY

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

35.0) VENDOR CODE OF CONDUCT

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

36.0) 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.

37.0) MSME

37.1) 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.

37.2) 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 MSMED Act") within one week of receipt of the Contract

37.3) 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.

37.4) The Contractor to furnish the undertaking to the Company in this regard.

38.0) ACCEPTANCE:

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

SECTION – IV
SCOPE OF WORK

Scope – Project management consultancy services for civil retrofitting project in BRPL.

BRPL intends to engage a qualified structural consultant for monitoring of retrofitting works. This consultancy services will include supervision of retrofitting works for the identified buildings/structures and stability certificate post-retrofitting work completion.

1. Scope of Work:
The scope of consultancy shall broadly include, but not be limited to, the following:

I. **Preliminary Assessment:**

Initial site visit and submission of the Initial Assessment Report, including relevant site photographs and preliminary observations.

List of Locations is given as below:

S.NO.	**Phase**	**Location**	**Covered Area in SQM**
1	Phase - 1	Retrofitting work and other allied work in CSO, Nehru Place	1367.75
2	Phase - 1	Retrofitting work in 20 No Building at Nehru Place Market , Div-NHP	1323.79
3	Phase - 1	Retrofitting Work at SCADA office building, Balaji, Kalkaji, Div-ALN	2052.00
4	Phase - 1	Retrofitting work in O&M office at W Block ,GK-1 office, Div- NHP	165.00
5	Phase - 1	Retrofitting work in Cash Office and EHV office at Lajpat Nagar near (Alankars 3C's), Div - NHP	235.32
6	Phase - 1	Retrofitting works of S/stn bldg at sector-3 Pushp Vihar Div-SKT	315.00
7	Phase - 1	Retrofitting Work in Type - V flat at West end colony, Div-RKP	165.00
8	Phase - 1	Retrofitting work in Type-V flat at F-30B,NDSE-I,South Extension, Div - HKS	165.00
9	Phase - 1	Retrofitting work in Furniture Store at Jangpura, Div - NZD	349.23
10	Phase - 1	Retrofitting work in Store & Complaint center at Jangpura, Div - NZD	273.05
11	Phase - 1	Retrofitting work in Type-5 flat at Ayurvigyan Nagar, Div - HKS	165.00
12	Phase - 1	Retrofitting and repair works of S/stn building at 33kV Grid S/stn R.K. Puram- l.	212.52

S.NO.	Phase	Location	Covered Area in SQM
13	Phase - 1	Retrofitting works at 33 kV grid S/stn Andheria Bagh.	565.24
14	Phase - 1	Retrofitting Work at HR & Audit Office West at C-1 Pankha Road, Janakpuri.	1496.24
15	Phase - 1	Retrofitting and Civil works of SSF at Road No-16, Near Adresh Bhawan, West Punjabi bagh, Div-PJB.	123.62
16	Phase - 1	Retrofitting and Civil maintenance works of O&M office, Sub Station Building at H-Block, Vikaspuri. (D) VKP	594.00
17	Phase - 1	Retrofitting and Civil works of SSF GH-13 Part-1,Paschim Vihar Div-NGL	146.97
18	Phase - 1	Retrofitting and Civil works of SSF GH-13 Part-II, Opp. Flat no 326, Paschim Vihar Div-NGL	146.97
19	Phase - 1	Retrofitting and repair works of S/stn building at 66kV Grid Bijwasan.	461.50
20	Phase - 1	Retrofitting and Civil repair works at 66 KV Grid S/Stn. Palam	461.50
21	Phase - 1	Retrofitting and Repair works at 33kv grid S/stn Bhikajikama Place.	466.64
22	Phase - 1	Retrofitting and Repair works at 66 KV Grid Sub Station Malviya Nagar.	436.05
23	Phase - 1	Providing Retrofitting measures at 33KV Grid S/stn Bldg NEAR VSNL	1182.23
24	Phase - 2	Retrofitting works at Commercial office at East of Kailash Div-NHP	524.35
25	Phase - 2	Retrofitting works at Vigilance office at I-Block CR Park Div-ALN	296.65
26	Phase - 2	Retrofitting works at Complaint centre at Chhaterpur Div-SKT	390.00
27	Phase - 2	Retrofitting works at B-26, GK Enclave-II	165.00
28	Phase - 2	Retrofitting works at E-376A, Greater Kailash-II	165.00
29	Phase - 2	Retrofitting works at 2 Flats Type IV, 3 Type III Okhla Colony	104.56
30	Phase - 2	Retrofitting works at Side Room Okhla Phase III	35.00
31	Phase - 2	Retrofitting works at 4 Flats Type I Okhla Colony	35.00
32	Phase - 2	Retrofitting works at LIG office bldg. at Rajouri garden, Div- JKP	350.00
33	Phase - 2	Retrofitting works at Commercial Building, Div- MDK	292.76
34	Phase -	Retrofitting works at Sub-station flat at Krishna Park,VKP.	122.17

S.NO.	Phase	Location	Covered Area in SQM
	2		
35	Phase - 2	Retrofitting works at Sub-station flat at B-17, East Punjabi Bagh	122.70
36	Phase - 2	Retrofitting works at Sub-station flat at C4G Block, Janakpuri	122.79
37	Phase - 2	Retrofitting works at S/stn Bldg at A-1/27 Safdar Jung Development Area	384.02
38	Phase - 2	Retrofitting works at Vishwakarma Colony Pul Prahlad Pur	77.62
39	Phase - 2	Retrofitting works at 33KV Grid S/stn Bldg Okhla Ph-II Near BSES Staff Colony	1091.18
40	Phase - 2	Retrofitting works at Office Bldg. at Adchini Mehrauli Near Community centre Adhchini Village	2923.88
41	Phase - 2	Retrofitting works at May Fair Garden Part-I- 2 Flat	107.80
42	Phase - 2	Retrofitting works at D-337A, Defence Colony	165.00
43	Phase - 2	Retrofitting works at E-1, Panchsheel Park	165.00
44	Phase - 2	Retrofitting works at N-82A, Panchsheel Park	165.00
45	Phase - 2	Retrofitting works at S/STN Flat SEC-8,RKPuram	165.00
46	Phase - 2	Retrofitting works at S-188A,Panchsheel Park	165.00
47	Phase - 2	Retrofitting works at Sec-3,RKPuram	165.00
48	Phase - 2	Retrofitting works at Udai Park (Opp 55)	165.00
49	Phase - 2	Retrofitting works at KCC office C-1, Janakpuri, Div- JKP	251.78
50	Phase - 2	Retrofitting works at Road No. 43 Punjabi Bagh, Div- PJB	577.00
51	Phase - 2	Retrofitting works at Sub-station flat at GH 5& 7, Pashim Vihar	146.97
52	Phase - 2	Retrofitting works at Sub-station flat at A-1 Block, Janakpuri	123.62
53	Phase - 2	Retrofitting works at Sub-station flat at B-5/B-2 Block, Janakpuri	123.62
54	Phase - 2	Retrofitting works at Sub-station flat at EA Block, Mayapuri	148.35
55	Phase - 2	Retrofitting works at 33 kV EXHIBITION GROUND - 2 GRID	254.80

S.NO.	Phase	Location	Covered Area in SQM
56	Phase - 2	Retrofitting works at 33 kV SARAI JULLENA GRID	377.75
57	Phase - 2	Retrofitting works at 66 kV VASANT KUNJ D - BLK GRID	451.50
58	Phase - 2	Retrofitting works at 33 kV VASANT VIHAR GRID	377.83
59	Phase - 2	Retrofitting works at 33 kV D.C.SAKET GRID	318.22
60	Phase - 2	Retrofitting works at 66 kV MATHURA ROAD GRID	441.00
TOTAL			**24927.54**

II. **Site Supervision and Quality Monitoring:**

- Periodic site visits to ensure that the retrofitting work is executed as per the design, specifications, and the work order awarded by BRPL to the Civil Vendor.
- Review and approve work's methodology and material quality.
- Minimum Three or more visit have to be done and site visit reports to be submitted during execution for each visit.
- During execution, provide support and witness the testing of construction materials to ensure compliance with technical specifications and quality standards.
- Evaluate the remaining service life of the structure.

III. **Certification:**

- Provide final stability certificate post-retrofitting work completion

SECTION–V: BILL OF QUANTITY/PRICE FORMAT

S.No.	Description of item	Qty	Unit	Rate (in Rs.)
1	Providing Project management consultancy services for civil retrofitting project in BRPL.	1	sqm	
NOTE:				
1)	GST as applicable shall be paid extra.			
2)	The price quoted above shall remain firm for the entire duration of the contract including the extension period, if any.			
3)	Reverse Auction (RA) is mandatory. RA methodology shall be informed separately to all the qualified bidders prior to RA.			
4)	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.			
5)	I / We have read the terms and conditions with specifications, schedule of quantities and other relevant details pertaining to work and agree to abide by them.			
6)	I / We agree to carry out the above said work for total value ……..…… ……. (In Figures) …… ……..…….. (In Words) at the rates specified in schedule of quantities.			
	Signature..…….....…….. Name & Address….....……..……			

ANNEXURE-I

BID FORM

To,

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

Dear Sir,

1 We understand that BRPL is desirous of awarding the contract for…….. (Name of the Work) work in its licensed distribution network area in Delhi.

2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire goods/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.

4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.

5 We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we are aware of the provision of all Laws associated with the supply of equipment's/materials or Services and the prices have been quoted accordingly.

7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

8 We understand that BRPL is not bound to accept the lowest, or any bid BRPL may receive.

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

10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

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

Signature..... In the capacity of ……

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

(IN BLOCK CAPITALS).....

ANNEXURE-II

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2025

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:

ANNEXURE-III

FORMAT FOR 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)

ANNEXURE-IV

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [___] day of [_____] 2025

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 ten percent (10%) of the total 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 Companymay 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 …….. …2025 at …….

(Signature)
.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

Beneficiary Name	: BSES Rajdhani Power Limited
Bank Name	: State Bank of India
A/c No.	: 40214783615
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 ----------

ANNEXURE – V

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)

2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the supplier/Contractor.

3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.

4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.

5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.

6. In case of intranet medium, BRPL shall provide the infrastructure to bidders, further, BRPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.

7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BRPL.

8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.

9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site.

10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.

11. No requests for time extension of the auction event shall be considered by BRPL.

12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

For……

Signature:

Name:

Designation:

ANNEXURE-VI
Communication Details

Bidder should furnish the below details for future communication:-

GENERAL INFORMATION	
NAME OF COMPANY	
POSTAL ADDRESS	

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

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