BSES Rajdhani Power Ltd.

BSES RAJDHANI POWER LTD (BRPL)

Notice Inviting Tender (NIT)

for

ROAD RESTORATION WORK FOR LAYING OF 66KV DOUBLE CIRCUIT COMPRISING 2X3X300 SQMM XLPE CABLES PER CIRCUIT FROM 220KV MEHRAULI TO DRDO ARJANGARH.

NIT No: CMC/BR/26-27/FK/CR/SS/1320

Dated: 12.01.2026

Due Date for Submission of Tender: 27.01.2026, 12:00 HRS

Date and Time of opening: 27.01.2026, 12:15 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi – 110019.

Corporate Identification Number: U74899DL2001PLC111527

Website : www.bsesdelhi.com

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

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BSES

CHECK LIST

(FOR BID SUBMISSION)

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

SECTION- I REQUEST FOR QUOTATION (RFQ)

BSES

SECTION- I

REQUEST FOR QUOTATION (RFQ)

1. GENERAL

BSES Rajdhani Power Limited invites sealed tenders on a "Single Stage: Two Envelope" bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for **ROAD RESTORATION WORK FOR LAYING OF 66KV DOUBLE CIRCUIT COMPRISING 2X3X300 SQMM XLPE CABLES PER CIRCUIT FROM 220KV MEHRAULI TO DRDO ARJANGARH.**

1.1. The bidder must qualify the requirements as specified in heading "Qualifying Requirements" of this RFQ.

1.2. The sealed envelopes shall be duly super-scribed as:

"NIT No.: CMC/BR/26-27/FK/CR/SS/1320 Dated: 12.01.2026"

for

ROAD RESTORATION WORK FOR LAYING OF 66KV DOUBLE CIRCUIT COMPRISING 2X3X300 SQMM XLPE CABLES PER CIRCUIT FROM 220KV MEHRAULI TO DRDO ARJANGARH.

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

Estimated cost of work	Rs. 2.33 Cr. i/c GST
Cost of Tender Documents (Non- Refundable)	Rs. 1180/- (including GST)
Earnest money Deposit	Rs. 4.66 Lakh
Duration of the Work	50 Days
Tender documents on sale	12/01/2026 to 27/01/2026 (Working days)
Date & time of Submission of Bid	27/01/2026 till 12:00 HRS
Date & time of opening of Techno-Commercial Bid	27/01/2026 at 12:15 HRS

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

Head of Department

Contracts & Material Dept.

BSES Rajdhani Power Limited

Ist Floor, "C" Block, BSES Bhawan

Nehru Place, New Delhi -110019.

1.4. Only DD shall be accepted for tender fees.

1.5. The tender documents will be issued on all working days up to the date mentioned in clause 1.2. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

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

2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.

2.3. BSES RAJDHANI Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order

2.4. The bid will be summarily rejected if:

(a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions

(b) Bid received after due date and time.

3. EMD

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

(a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.

(b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.

3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Beneficiary Name	: BSES Rajdhani Power Limited
Bank Name	: State Bank of India
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.

3.3. 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.

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

3.5. The EMD may be forfeited in case of:

(a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

(b) The successful Bidder does not

(i) Accept the Purchase Order/Work Order, or

(ii) Furnish the required CPBG as per tender terms

(c)The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4. QUALIFYING REQUIREMENTS (QR)

The prospective bidder must 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.

4.1 Technical Qualifying Criteria:

Bidder must have executed the works, civil in nature, in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years as specified in the attached BOQ. They should have successfully completed:

Three civil works of executed value each having not less than amount equal to Rs. 93 Lac (i/c GST)

Or

Two civil works of executed value each having not less than amount equal to Rs. 140 Lac (i/c GST)

Or

One civil work of executed value each having not less than amount equal to Rs. 187 Lac (i/c GST)

The bidder shall submit Performance/Completion Certificate supporting the above requirement. Copy of contract also to be submitted in case of work order issued by organization other than BSES.

4.2 COMMERCIAL CRITERIA

4.2.1 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.

4.2.2 Bidder must provide proof of having solvency of an amount equal to Rs.50 Lakhs from any nationalized/ scheduled commercial bank.

4.2.3 Bidder should have valid Registration No. of GST.

4.2.4 Bidder should have PAN No. & should fulfill all statutory compliances like PF, ESI Registration etc.

4.2.5 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.

4.2.6 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.

4.2.7 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. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2025, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.
iii. Detail of Banks and Fund & Non fund based Credit limit
iv. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
v. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
vi. Organization Chart of the Bidders Company/organization
vii. Organization chart for execution of the contract
viii. Experience details with credentials
ix. Number of Employees & necessary details
x. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
xi. Work order / Agreement copies along with performance certificates in support of relevant experience.
xii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
xiii. Net worth certificate as elaborated in financial QR
xiv. List of pending litigation with government/other institution on account of executing any order.
xv. Copy of ESI/PF Registration certificate
xvi. Copy of PAN/GST no.
xvii. Copy of GST Return of last Financial Year.
xviii. Non-Disclosure Agreement (NDA) as per format attached
xix. Bidder's details as per format attached
xx. Solvency Certificate
xxi. 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) For Existing vendors of BRPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BRPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.

(c) 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.

5. PRE-BID MEETING:

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

The details of the Pre-bid Meeting is given below: -

Meeting Date : 16/01/2026

Meeting Time : 03:00 PM

Venue : BSES Bhawan, Nehru Place, New Delhi -110019

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

6. BID SUBMISSION

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

Head of Department,
Contracts & Material Department,
BSES Rajdhani Power Limited,
Ist Floor, "C" Block, BSES Bhawan,
Nehru Place,
New Delhi-110019.

6.2. Deleted

6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with **—"Tender Notice No.& Due date of opening".** The same shall be submitted before the due date & time specified.

6.3.1 PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):

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

a) General information about bidder

b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,

c) EMD of requisite amount

d) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website

e) Technical Literature if any.

f) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.

g) Power of attorney

h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc

i) Any other relevant document to support bidder meeting QR

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

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

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

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

(a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.

(b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION

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

7. TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical& Commercial Queries, if any	All Queries related to NIT	15/01/2026
2	Pre-Bid Meeting	Discussion on pre-bid queries	1601/2026
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	27/01/2026
4	Opening of Techno-Commercial Bid	Opening of PART-A	27/01/2026
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BRPL.Eauction@reliancegroupindia.com

8. AWARD DECISION

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

8.2 The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.

8.3 In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

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

8.5 The bidding firms are advised to quote their discount accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

9 MARKET INTEGRITY

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

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

10 CONFIDENTIALITY

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

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

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

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

11 CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
Civil Dept, 1st Floor, B Block, BSES Rajdhani Power Ltd BSES Bhawan, Nehru Place, New Delhi – 110019.	Mr. Ajay Karan, VP – Head Civil	Ajay.karan@reliancegroupindia.com 011-49209021
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 1st Floor, C Block, BSES Rajdhani Power Ltd BSES Bhawan, Nehru Place, New Delhi – 110019.	Ms. Shilpa Suman GM-Contracts Mr. Amitava Nandi AsVP – Head Contracts	shilpa.suman@reliancegroupindia.com 011-49209878 Amitava.Nandi@reliancegroupindia.com 011-4920 9619

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

BSES

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES RAJDHANI Power Ltd (BRPL), hereinafter referred to as the "Company" is desirous for awarding work of "**ROAD RESTORATION WORK FOR LAYING OF 66KV DOUBLE CIRCUIT COMPRISING 2X3X300 SQMM XLPE CABLES PER CIRCUIT FROM 220KV MEHRAULI TO DRDO ARJANGARH.**". All the Bids shall be prepared and submitted in accordance with these instructions.

1.1 All the bids shall be prepared and submitted in accordance with these instructions.

1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.

1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

2. SCOPE OF WORK

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

3. DISCLAIMER

3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BRPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.

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

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

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

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

3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BRPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future

3.7. BRPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BRPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.

3.8. The issue of this tender document does not imply that BRPL is bound to qualify any bidder or to award the contract to any bidder. BRPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

"Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT."

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

6. AMENDMENT OF TENDER DOCUMENTS

6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
(a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
(b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

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

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

(a) Techno-Commercial Bid & Price Bid as elaborated in RFQ. (STRICTLY AS PER FORMAT)

(b) All the Bids must be accompanied with the required EMD &Tender Fees against each tender.

9. BID FORM

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

10. BID PRICES

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

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

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

12.2. Notwithstanding above, the Company may solicit the Bidder ‘s consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.

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

shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

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

15. SEALING AND MARKING OF BIDS

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.

16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

20.2. BRPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification

shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

(a) Contract completion schedule
(b) Conformance to Qualifying Criteria
(c) Deviations from Tender Documents
(d) Conformity and compliance to the conditions/details provided in pre-bid meeting
(e) Change in the quantity from mentioned in the tender

23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.

23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an “Evaluated Bid Price”. Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

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

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

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

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

26. AWARD OF CONTRACT

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

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28. LETTER OF INTENT/ NOTIFICATION OF AWARD

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

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

29. CORRUPT OR FRAUDULENT PRACTICES

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

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

"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand &aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

30. PROCESS TO BE CONFIDENTIAL

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

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BSES

SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

BSES

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC):

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

PRIORITY OF CONTRACT DOCUMENTS

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

i) Contract Agreement/Work Order.

(a)Special Conditions of Contract

(b)General Conditions of Contract

(ii)The Letter of Acceptance/ Intent

(iii)Agreed Minutes of the Tender Negotiation Meetings

(iv) Agreed Minutes of the Tender Technical Meetings

(v) The Priced Bill of Quantities

(vi)The Technical Specifications / Scope of work

(vii)The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

1. DEFINITIONS

ENGINEER IN-CHARGE (EIC) / OFFICER-IN-CHARGE (OIC)

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

2. SCOPE OF WORK

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

3. EFFECTIVE DATE, TIME AND VALIDITY

3.1. The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of 50 Days.

3.2. You are required to mobilize your manpower within 7 days of receipt of PO & WO and commence the activity as per instructions of Engineer In-charge. The entire work should be completed within 50 days from the date of issue of order.

3.3 The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

4. ORDER VALUE

Value of the Contract will be contracted out on the basis of finalized rates.

4.1) 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.

4.2) 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.

4.3) 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.

4.4) Application of discount to variations of additional work.
The discount percentage quoted by bidders on the tendered BOQ estimate shall be applicable to following post-award variation:-

a) Extra items executed as post-award variations
b) Deviations from the original Scope
c) Substitute Items

This condition applies to all extra or modified work executed under this tender/contract.

5. RATES & ESCALATION

5.1 The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever.

5.2 The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:

I. Cost of Labour, tackles and supervision.
II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.
III. Mobile and Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
IV. Uniform with all accessories for the team as per the sample decided.
V. Rates shall be valid for all heights and locations.
VI. All other expenses incidental to the job.
VII. The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempts for providing the service.
VIII. Compliance with all labour laws including Minimum Wage Act, Bonus Act,The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT,

2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

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.

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

7. PAYMENT TERMS

Payment shall be made to you as under:

7.1 90% payment on work completion as certified in work completion certificate along with QC certificate and will be released after 30 days of bill submission.

7.2 Balance 10% payment would be retained for Performance Guarantee, which would be released after 12 months from the date of completion of the work or on submission of equivalent Performance Bank Guarantee valid for 12 months from the date of completion of the work and on receipt of Bank Guarantee from MCD submitted by BRPL wherever applicable.

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

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

7.3 All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

7.4 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.

7.5 Contractor shall upload bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence. Further the contractor shall also submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favor of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi - 110019.

7.6 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.

7.7 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.

7.8 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.

7.9 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

7.10 Payment of final bill shall not be considered conclusive evidence as to the sufficiency of any work or materials, to which it relates, nor shall it relieve as to the sufficiency of work or materials which it related, nor shall it relieve the Contractor from his liabilities arising from any defects, which become apparent during the Defects Liability Period.

7.11 No claim including retention except BG shall be processed after 1 year of date of completion mentioned in the work order (Herein after referred as "claim period") and vendor shall submit the approved claim along with supporting documents required to release the payments within the claim period. For any exceptional cases which is beyond the control of contractor shall be dealt separately by committee comprising of HOD of respective dept & CFO and put up their recommendation for CEO approval.

7.12 Contractor shall ensure that all wages related payment are made to the employees in ECS / NEFT / RTGS mode only. (No payment by cash / cheque is allowed).

8. PENALTY

8.1 Penalty related to HR issues & ID Cards shall be applicable as defined in GCC.

8.2 Penalty for noncompliance of statutory regulations shall be applicable as defined in GCC.

8.3 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.

8.4 Penalty for violation of safety & quality norms shall be applicable as defined in Annexure IV, EHS Conditions of the Contract.

8.5 Total aggregated Liquidated Damages and Penalty against various clauses of the contract shall be limited to a maximum of twenty (20)% of the Contract Value.

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

PENALTY FOR VIOLATION:

All costs towards damages / penalties or any other incidental expenses paid by BRPL to any authorities due to the fault of the contractor shall be paid / recovered from the contractor's unpaid bills / bank

guarantees or any other payments becomes due to the contractor against the contract or any other payments due to the contractor.

9. DERC GUIDELINES & REGULATIONS

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

10. INSURANCE POLICIES

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

10.1 WORKMEN COMPENSATION:

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

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

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

10.2 THIRD PARTY INSURANCE:

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

10.3 GROUP PERSONAL ACCIDENTAL INSURANCE POLICY:

Before commencing the execution of the work, the CONTRACTOR shall take accidental insurance

policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent total Disability + Partial Permanent disability due to external accidents). The premium amount for such policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL.

The premium amount for both the above policies shall be borne by the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work under the contract.

10.4 For all the insurance policies (whether taken by the Company or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the company and will arrange replacements / rectification expeditiously without a waiting settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of time.

11. WARRANTY / DEFECT LIABILITY PERIOD

The Contractor shall be liable to rectify all defects in the materials or works done by the Contractor under this Contract, or from any act or omission of the contractors for a period of Twelve (12) months from date of final work completion certification by the Engineer in-charge.

If any defect noticed and system cannot be used by reason of any defect, the defect liability period shall be extended by the period equal to the period during which the system is not in operation.

In respect of any warranty work performed by the Contractor, the period during which a claim may be made for such warranty work shall be extended by an additional period of twelve (12) months from the completion of such portion of warranty work.

12. QUALITY :

MATERIALS & WORKMANSHIP:

12.1 Quality Assurance Programme :

The Contractor before the start of work shall submit for approval a quality assurance program to the EIC indicating measures that he proposes to implement to ensure that the quality of work shall be in accordance with requirements, specifications laid down in the Contract. The Contractor shall strictly adhere to this program and any failure attributable to the Contractor shall attract the penal provisions determined by the EIC.

12.2 Quality of materials and workmanship and tests:

12.2.1 TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company & as per Company specifications.

(a) For Detailed specifications of construction materials, petty electrical items contractor shall follow Appendix-II attached with this section or the applicable IS codes/CPWD specifications.

(b) Contractor shall submit Laboratory testing report for the applicable tests as per the instructions of EIC/Quality Dept.

All testing should be done through following labs only:

SOUTH Circle

1. NSIZ Material Testing Services, Okhla

2. MSME Testing Centres, Okhla

WEST Circle

1. RK Inspection & Testing Services (Mayapuri Industrial Area)

2. Advance Inspection & Testing Lab (Mayapuri Industrial Area)

Sampling to be done in presence of QA representative/EIC.

The cost for testing shall be borne by the contractor and no additional payment shall be made by BRPL in this regard.

(c)Contractor shall submit duly approved Quality Check sheets along with final bill and the same shall be integral part of final Quality Clearance. QA Check sheets format attached with this tender document as Appendix-III attached with this section.

12.2.2) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication or on the site or at such other places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide at no additional cost to the Company such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the EIC.

12.3 Cost of samples and tests:

All samples shall be supplied to Company if required by the Contractor at his own cost. The Contractor shall take approval of the EIC prior to start the work for all samples of materials including mix design of concrete to be utilized for the works to be executed. The mix design of concrete, testing of reinforcement steel and structural steel shall be carried out by an external agency approved by the Company. The cost of all such tests carried out by the external agencies or consultants shall be borne by the Contractor at his own cost and are deemed to be included in the unit rates quoted in the BOQ.

12.4 **Sampling and Testing Concrete on Site**

The Contractor can also have cubes tested in an approved laboratory in lieu of a testing machine at site but at his own cost and with the prior written consent of the Company.

12.5 Inspection of operations:

The Engineer-in-Charge/QC department or any person authorized by them shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

12.6 Examination of work before covering up:

No work shall be covered up or put out of view without the approval of the EIC or his representative and the Contractor shall afford full opportunity to the EIC or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the EIC or his representative whenever any such work or foundations is or are ready or about to be ready for examination and the EIC or his representative shall, without unreasonable delay, unless he considers it unnecessary, attend for the purpose of the examining such foundations.

13. WORK COMPLETION CERTIFICATION, HANDING OVER AND MATERIAL RECONCILIATION:

The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field

Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

14. COMPLETION PERIOD:

You are required to mobilize your manpower within 7 days of receipt of WO and commence the activity as per instructions of Engineer In-charge. The entire work should be completed within 50 days from the date of issue of order.

The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

15. GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS /DUG AREA WHILE DOING WORK AT SITE IN BRPL AREA

The contractor shall ensure strict compliance of the following directions:

a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.

b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.

c) These sites shall be cordoned off (Close Barricades) to render them inaccessible to the public.

d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.

e) If they are required to be covered, it shall be ensured that the covers are in place.

f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Contractor is liable for the penalties / other action by the authorities, the contractor shall indemnify BRPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

16. 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.

17. 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

18. 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".

19. SITE OFFICE AND SITE FACILITIES:

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. He shall be provided at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the Contractor's storage will be within the site premises in a manner affording convenient access for identification and inspection at all times. The storage of arrangements shall be subject to IS: 4082. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the safe custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractor's material etc.

1 The Contractor shall strictly control the labour so that the site is not polluted, made dirty or littered with debris, wastes or the likes.

2 Any person, labour found creating mess or litter or pollution shall be removed from the site immediately at the Contractors cost and shall also be subject to penalty at the discretion of the EIC.

3 Water & Power: Water and Electricity Power shall be arranged by the Contractor at his own.It shall be the responsibility of the Contractor to make arrangements at his own expense for supply of water for construction and other uses. The Contractor can install pumps, construct temporary storage tanks and distribute the water to various points in works site as required. The Contractor at his own expense shall make arrangement for operating and maintaining pumps & distribution lines, connections, which are installed by him for water arrangement.

4 Watching & Lighting:The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary for the protection of works, or for the safety and convenience of the public or others. The care, housekeeping and safety of the materials and works within the works site shall be sole responsibility of the Contractor.

20. 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.

21. SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:

21.1 The Contractor shall have to appoint and authorize a Site In Charge/ Project Manager (PM) along with its project team, who shall be available always at site till the completion of the contract as certified by the Company's Engineer in Charge (EIC).

21.2 The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work to ensure that the work is carried out in accordance with the drawings, specifications and instructions of the EIC. Such inspection and supervision shall not relieve the Contractor from any of his obligations towards use of material, workmanship, sequence of working and completion of project as per the stipulated period.

21.3 On receipt of the LOI or Work Order whichever is earlier, the Contractor shall furnish to the Company, for approval, the proposed site setup with list of Engineers, Supervisors and other staff to be deployed by him with their dates of joining.

21.4 The Contractor's Project Manager shall obtain the written approval and instructions from the EIC prior to commencement of any works at site. The PM shall give written advance intimation to EIC for approval of all activities including deployment of resources, procurement of materials, concrete pours etc.

22. WARD / 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.

23. 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.

24. SAFETY REGULATIONS:

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

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

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

25. 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.

26. MAINTENANCE OF WORK:

The Contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing-over of completed portion of the work is required, the provisions mentioned herein will apply to each phase.

27. TESTING OF MATERIALS:

All materials received at site shall be accompanied by the Test certificate of the manufacturer. The Engineer-In-Charge reserves the right to instruct any material to be further tested in an approved laboratory for which the Contractor shall make no additional claims. Where ever test requirements are not specified in the specifications, relevant IS code of practice shall govern.

28. MEASUREMENT OF WORK:

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

29. GENERAL CONDITIONS:

29.1 No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work due to any other reason resulting in contractors' labour or equipments being rendered idle at any time during the duration of contract.

29.2 In the event of any ambiguity, the work order shall supersede LOI & all other correspondence and conditions of contract if furnished earlier.

29.3 If the Contractor needs to carry out any work or rework due to change in drawings or structural consultants instructions, the Contractor shall take the prior permission of the Company/ EIC before commencing such works. The Contractors quoted price shall include such rework or incidentals due to quantity variation, or methodology to carry out the works, wherever required and shall not be entitled for any extra payment or extension of time.

29.4 The Company reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work, delay in the progress of work by the Contractor as agreed upon. The decision of the Company in this regard shall be final and binding.

29.5 The Contractor agrees to abide by other terms and conditions stipulated by the Company from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.

30. 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.

31. VARIATIONS AND EXTRA ITEMS:

31.1) The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Engineer in charge.

31.2) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are herein after referred to as "EIC's Instructions" in regard to:

a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
b) The timing or sequencing of work.
c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
e) The Execution of additional works of any kind necessary of the completion of the work.
f) The removal and /or re-execution of any works executed by the Contractor.

g) The substitution from the site of the works of any person employed there upon.
h) The amending and making good of any defects under clause "Defects Liability"
i) The opening up for inspection of any work covered up.
j) Changes in lines, levels, positions and dimensions of any part of the Work.

31.3) The Contractor shall forthwith comply with and duly execute any work comprised in such EIC's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his supervisor upon the works by the Engineer In Charge shall if involving a variation be confirmed in writing by the Contractor within seven days and the Engineer in charge's written approval is obtained.

31.4) If compliance with the Engineer In Charge's Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the EIC shall pay to the Contractor the cost of the said work as an extra to be valued and as hereinafter provided.

31.5) No such variation shall in any way vitiate or invalidate the Contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the final certification.

31.6) No such variations shall be carried out by the Contractor without instructions, in writing from the Engineer in charge. Provided that no instructions in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If the Engineer in charge shall consider it desirable to give any instructions verbally, the Contractor shall comply with such an instruction and any confirmation in writing of such verbal instruction given by the Engineer in charge whether before or after the carrying out of such work, shall be deemed to be an instruction in writing within the meaning of this clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer in charge and such confirmation shall not be contradicted in writing within 30 days by the Engineer in charge, it shall be deemed to be an instruction in writing by the Engineer in charge.

31.7) In cases where the items of works are not accepted as complete, or not fully in accordance with the Specification, the Engineer in Charge shall make payments of such items at such reduced rates, as he may consider reasonable in approval of Interim Bills and the Final Bill.

31.8) In all cases the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the Engineer in Charge. The Engineer in Charge on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

31.9) The quantities of the various kinds of work to be done and materials to be furnished under this Contract as listed in the Bill of Quantities are estimated and approximate only and shall be subject to re-measurement upon completion. The Contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth in the Bill of Quantities.

31.10) The rate/ prices quoted by the Contractor in the Bills of Quantities shall be firm irrespective of any variation in the quantities of individual items of work and / or in the Total Contract Sum.

32. 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.

33. DEFECT LIABILITY PERIOD:

The defects liability period shall be 12 (Twelve) calendar months from the date of the successful completion of the contract as certified by the EIC including any extension (s) of time that may

have been granted to the Contractor under the scope of this Contract. In case any defect in the work is observed during the defect liability period, the same shall be rectified by the Contractor at own cost including supply of all materials, labour, equipments and any other appliance in this regards (as per prevailing rates) for the fulfillment of all obligations under the Contract and to the satisfaction of the Company.

34. SECURITY

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

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APPENDIX-II: Specifications of Materials

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Annexure-1 Specification of Construction materials

S. No	Items		Item Description	Specification/Item code	For civil works (W.O Value of less than 10 Lakh including GST)	For civil works (W.O Value of More than 10 Lakh including GST)
A.	Cement	1	PPC/OPC-43 grade	43 grade	(PPC/OPC-43 grade) Ambuja / JK Cement / Ultratech / Shree cement	(OPC-43 grade) Ambuja / JK Cement / Ultratech
		2	PPC/OPC- 53 grade	53 grade	(PPC/OPC-53 grade) Ambuja / JK Cement / Ultratech / Shree cement	(OPC-53 grade) Ambuja / JK Cement / Ultratech
B.	Reinforcement steel	3	Cold twisted bar Fe 500	Code 7214	Rathi / Kamdhenu	TATA, SAIL Jindal
C.	Tiles Work	4	Ceramic wall tiles	CODE 69072100	Kajaria- Vego Light, Somani	Kajaria- Vego Light, Somani
		5	Ceramic floor tiles	CODE 69072100	Kajaria- Vego Dark, Somani	Kajaria- Vego Dark, Somani
		6	Vitrified floor tiles	CODE 6206	Kajaria, Somani	Kajaria, Somani
D	Stone / Granite	7	Kota Stone	Code 7282	Kota Stone	Kota Stone
		8	Granite	Code 7282	Z-Black , Tan Brown	Z-Black , Tan Brown
E.	Door & Window	9	Plywood	Code 4412	Greenply, Marino, Century	Greenply, Marino, Century
		10	Flush door shutters	4418	Greenply, Marino, Century	Greenply, Marino, Century
		11	Handle (SS) 25 mm dia & 450mm long	8302	Godrej / Hettich / Dorset	Godrej / Hettich / Dorset
		12	Hydraulic door closer / Floor Spring	8302	Dorset, Ozone, Dorma	Dorset, Ozone, Dorma
		13	Mortice latch & lock	8302	Dorset, Godrej	Dorset, Godrej
		14	Laminates	48239019	Century, Greenlam, Merrino, Action tesa	Century, Greenlam, Merrino, Action tesa
		15	Veneer	44083120	Century, Greenlam, Merrino, Action tesa	Century, Greenlam, Merrino, Action tesa
		16	Glass	70049019	Modiguard, Saint Gobain	Modiguard, Saint Gobain
		17	Blinds	Code 3925	Mac or equivalent	Mac or equivalent
		18	UPVC doors & Windows	3917	Fenesta, Aluplast	Fenesta, Aluplast
F.	Aluminium Work	19	Aluminium sections	7606	Jindal, Hindalco	Jindal, Hindalco
G.	Structural Steel	20	Angle	7308	RANA, Capital, Kamdhenu	RANA, Capital, Kamdhenu
		21	I Secton	7308	RANA, Capital, Kamdhenu	TATA, SAIL, Jindal
		22	channel	7308	RANA, Capital, Kamdhenu	TATA, SAIL, Jindal
		23	Tube	7308	TATA, Jindal, Apollo	TATA, Jindal, Apollo
		24	Flat	7308	RANA, Capital, Kamdhenu	RANA, Capital, Kamdhenu
		25	MS sheet	7308	TATA, Jindal	TATA, Jindal
H.	Paints & Putty	26	Oil bound washable distemper/ Cement primer/ Ready mixed acrylic distemper	L102/0615	Asian, Berger, Nerolac,	Asian, Berger, Nerolac,
		27	Red oxide Zinc cromate/ pink or grey primer		Asian, Berger	Asian, Berger
		28	Plastic emulsion/ Synthetic enamel/		Asian, Nerolac	Asian, Nerolac
		29	Anti corrossive bitumastic paint	IS 9077(2001)	Shalimar, Asian	Shalimar, Asian
		30	POP		JK, Sakami , Birla	JK, Sakami , Birla
		31	Wall putty	HS Code 3214	JK wall putty, Birla putty	JK wall putty, Birla putty
		32	White Cement	HS Code 2523	JK, Birla	JK, Birla
		33	Exterior Acrylic	(APEX)	Asian, Nerolac	Asian, Nerolac
I.	Sanitiary and water supplying works	34	GI Pipes	7306	Jindal, TATA	Jindal, TATA
		35	GI Fittings	7306	Uniq, ZOLOTO-M, DRP-M	Uniq, ZOLOTO-M, DRP-M

		36	CPVC pipes for water supply	3917	Ashirwad, Supreme, Astral,	Ashirwad, Supreme, Astral,
		37	Rain water pipes & PVC fittings (SWP)	3917	Supreme, Finolex, Prakash	Supreme, Finolex, Prakash
		38	PVC pipes and fittings for	3917	Supreme, Finolex, Prakash	Supreme, Finolex, Prakash
		39	UPVC pipes for bore well	3917	Supreme, Finolex, Prakash	Supreme, Finolex, Prakash
		40	Stainless steel sink	9403	Neelkanth, Nirali	Neelkanth, Nirali
		41	Indian type WC	Orissa pattern-CO117	Hindware, Parryware	Hindware, Parryware
		42	Wall mounted European type WC	Cascade NXT-CO208	Hindware, Parryware	Hindware, Parryware
		43	Floor mounted European type	Cascade NXT-CO217	Hindware, Parryware	Hindware, Parryware
		44	Urinal	Cascade Classic - CO583	Hindware, Parryware	Hindware, Parryware
		45	Wash basin	Cascade Classic - CO476	Hindware, Parryware	Hindware, Parryware
		46	Water storage tanks	CCWS	Sintex, Jindal, Ganga, Sheetal	Sintex, Jindal, Ganga, Sheetal
		47	SFRC Manhole cover & frames	4100416	KK Manholes & Gratings, Pragati	KK Manholes & Gratings, Pragati
		48	RCC pipes	6810	Ashok Cement pipes, Indian hume pipes	Ashok Cement pipes, Indian hume pipes
		49	15mm CP Brass bib tap		Hindware, Cera	Hindware, Cera
		50	15mm CP Brass Long body bib		Hindware, Cera	Hindware, Cera
		51	15mm CP brass angle valve		Hindware, Cera	Hindware, Cera
		52	CP Jali	code 7324	Hindware, Cera	Hindware, Cera
J.	Roofing works	53	Galvainised/percoalated iron	4808	TATA, JSW	TATA, JSW
		54	Gypsum board	1301	Gypsum India, Saint Gobin	Gypsum India, Saint Gobin
		55	Sections for gypsum celling	1301	Gyp India	Gyp India
		56	False ceiling tiles	1301	Armstrong	Armstrong
Electricals Items (Make / Type / Specifications)						
K.	Electrical items	1	PVC conduits	Code 3917	Polypack , Pestoplast	Polypack , Pestoplast
		2	Switches	Code 8536	Havells, Anchor, MK	Havells, Anchor, MK
		3	Sockets	Code 8536	Havells, Anchor, MK	Havells, Anchor, MK
		4	Wires	Code 8544	Havells, Polycab	Havells, Polycab
		5	Wire for sumersible pump & motor	Code 8544	Finolex, Polycab	Finolex, Polycab
		6	MCB	Code 8536	Havells Anchor	Havells Anchor
		7	MCCB	Code 8536	Havells, Anchor	Havells, Anchor
		8	MCCB box	Code 8536	Havells, Anchor	Havells, Anchor
		9	Isolators	Code 8536	Havells, Anchor	Havells, Anchor
		10	DB	Code 8536	Havells, Legrand	Havells, Legrand
		11	Exhaust Fan	Code 8414	Havells, Crompton	Havells, Crompton
		12	Celling Fan	Code 8414	Havells, Crompton	Havells, Crompton
		13	Tube Light		Philips, Havells	Philips, Havells
		14	Celling Light (600mmx600mm)		Philips, Bajaj, Havells	Philips, Bajaj, Havells
		15	Ceiling Light - 150mm Dia		Philips, Bajaj, Havells	Philips, Bajaj, Havells

Appendix III : Quality Checksheets

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS											
Work order/Scheme No.											
Name of work :-				Name of in charge :-							
Circle :-				Name of agency :-							
Division :-											
			A) Contractor		B) BRPL Execution Team			Quality		REMARKS	
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)		
1	Confirming of building plan as per approved by drawing/Design.	As per approved.									
2	Excavation of foundation trenches/pits properly dressed/rammed. CPWD specification	As per CPWD specification									
3	Providing and laying Lean concrete 1:5:10 concrete. As per CPWD Specification	As per CPWD specification									
4	Providing and laying Lean concrete 1:4:8 concrete.(40mm NOMINAL SIZE) As per CPWD Specification	As per CPWD specification									

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
5	Providing and laying cement concrete specified 1:1.5:3 for footing and column.	As per CPWD specification								
6	Providing and laying cement concrete specified 1:2:4 for footing and column.	As per CPWD specification								
7	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 as per CPWD specification	As per CPWD specification								
8	Brick work with F.P.S bricks of class designation 7.5 in foundation and plinth	As per CPWD specification								
9	Brick work in superstructure above plinth level upto floor V level	As per CPWD specification								
10	Proper form work/ centering & shuttering as per CPWD specification (of wooden ply/ steel) provided for RCC/ CC	As per CPWD specification								

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
11	Reinforcement cement concrete work in beams, Suspended floors roofs having slope upto 15 , landing balconies etc. 1:1.5:3 /RMC M20, M30	As per CPWD specification								
12	Proper water proofing treatment to roofs provided, in sequence as specified in item and & no leakage/ seepage in the slab	As per CPWD specification								
13	provided galvanized iron profile sheets roofing of proper as specified in item.	As per CPWD specification								
14	Sanitiary and water supplying work brand/Make as per Engineer in-charge	As per CPWD specification								
15	12mm cement plaster in fine sand as per CPWD specified	As per CPWD specification								
16	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD spefication	As per CPWD specification								
17	6mm cement plaster for to ceiling as per CPWD spefication	As per CPWD specification								
18	Provided stone grit plaster on exterior walls in layers (under layer 12mm & top layer 15mm) and in proper ratio as specified	As per CPWD specification								

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
19	Providing and fixing cupboard shutter 25mm thick , with prelaminated flat pressed three layer particle board	As per CPWD specification								
20	Providing and fixing cupboard shutter 25mm thick veneered particle board IS : 3097 marked	As per CPWD specification								
21	Provided Anodized aluminum work of approved quality for door and windows as specified in item and weight of the sections in permissible limit Manufacturer certificate	As per CPWD specification								
22	Steel doors ,windows and ventilators provided as per specified rolled steel sections	As per CPWD specification								
23	Flush door shutters provided of ISI mark with stainless steel hinges as per CPWD specification	As per CPWD specification								
24	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD specification								
25	Kota stone used for flooring is hard, sound , dense and homogenous texture, free from cracks & machine cut	As per CPWD specification								
26	False ceiling of approved make and quality as specified in item provided on proper grid of steel / aluminum for support.	As per CPWD specification								

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
27	Plaster of Paris of approved quality applied in layers of thickness as per CPWD specifications to walls,roofs to achieve an even surface	As per CPWD specification								
28	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	As per CPWD specification								
29	Wall painting with plastic emulsion paint of approved brand and manufacturer to give and even shade as per specification	As per CPWD specification								
30	Distempering of oil bound washable distemper of approved brand and manufacturer to give an even shade	As per CPWD specification								
31	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM).	As per CPWD specification								

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QC CHECK LIST FOR EHV 66/33KV, HOUSING/OFFICES BLDG CONSTRUCTION WORKS										
32	Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade	As per CPWD specification								
33	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	As per CPWD specification								
34	ELECTRICAL WORK: Wiring cables which passed through walls were taken through a protectionPVC pipe of sutable size.	As per CPWD specification								
35	Electrical wiring has been done as per nomenclature of item in work order.	As per CPWD specification								
36	Electrical fittings like light points, power points, sockets, switch boards, MCBS etc. used are conforming to relevant BIS CODE.	As per CPWD specification								
37	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order and site requirement								

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QC CHECK LIST FOR EHV (66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS

Work order/Scheme No.			
Name of work :-		Name of incharge :-	
Circle :-		Name of Agency :-	
Division :-			

			A) Contractor		B) BRPL Execution Team			Quality		
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)	REMARKS
1	Providing and laying Lean concrete 1 5:10 concrete. As per CPWD Specification	As per CPWD specification								
2	Providing and laying Lean concrete 1 4:8 concrete. As per CPWD Specification	As per CPWD specification								
3	Providing and laying cement concrete specified 1:2:4 for footing and column. As per CPWD Specification	As per CPWD specification								
4	Brick work with F.P.S bricks of class designation 7.5 in foundation and plinth As per CPWD Specification	As per CPWD specification								

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	QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS										
5	Brick work in superstructure above plinth level upto floor V level As per CPWD Specification	As per CPWD specification									
6	Proper water proofing treatment to roofs provided, in sequence as specified in item and & no leakage/ seepage in the slab	As per CPWD specification									
7	providedgalvainised iron profile sheets roofing of proper as specified in item.	As per CPWD specification									
8	Sanitary and water supplying works as per CPWD specification	As per CPWD specification									
9	12mm cement plaster in fine sand as per CPWD specification	As per CPWD specification									
10	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD specification	As per CPWD specification									
11	6mm cement plaster for to ceiling as per CPWD specification	As per CPWD specification									
12	Provided grit plaster on exterior walls in layers (under layer 12mm & top layer 15mm) and in proper ratio as per specified	As per CPWD specification									
13	Providing and fixing cupboard shutter 25mm thick , with prelaminated flat pressed three layer particle board as per IS Code 12823 as per CPWD specification	As per CPWD specification									
14	Providing and fixing cupboard shutter 25mm thick veneered particle board IS : 3097 marked as per CPWD specification	As per CPWD specification									

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	QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS										
15	Fixing renewing glass panes with putty as per CPWD specification	As per CPWD specification									
16	Provided Anodized aluminum work of approved quality for door and windows as specified in item and weight of the sections in permissible limit as per CPWD specification	As per CPWD specification									
17	Steel doors ,windows and ventilators provided as per specified rolled steel sections as per CPWD specification	As per CPWD specification									
18	Flush door shutters provided of ISI mark with stainless steel hinges as specified	As per CPWD specification									
19	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD specification									
20	Kota stone used for flooring is hard, sound , dense and homogenous texture, free from cracks & machine cut	As per CPWD specification									
21	False ceiling of approved make and quality as specified in item provided on proper grid of steel / aluminum for support.	As per CPWD specification									
22	Plaster of Paris of approved quality applied in layers of thickness as per CPWD specifications to walls,roofs to achieve an even surface	As per CPWD specification									
23	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	As per CPWD specification									
24	Wall painting with plastic emulsion paint of approved brand and manufacturer to give and even shade as per specification	As per CPWD specification									

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	QC CHECK LIST FOR EHV 66/33KV/11KV, HOUSING/OFFICES MAINTENANCE WORKS									
25	Distempering of oil bound washable distemper of approved brand and manufacturer to give an even shade as per CPWD specification	As per CPWD specification								
26	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM). As per CPWD specification	As per CPWD specification								
27	Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade as per CPWD specification	As per CPWD specification								
28	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	As per itom of work								
29	ELECTRICAL WORK: Wiring cables which passed through walls were taken through a protectionPVC pipe of sutable size.	As per itom of work								
30	ELECTRICAL WORK. Electrical wiring has been done as per nomenclature of item in work order.	As per itom of work								
31	ELECTRICAL WORK. Electrical fittings like light points, power points, sockets, switch boards, MCBS etc. used are conforming to relevant BIS CODE.	As per itom of work								
32	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order.								

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QC CHECK LIST FOR PLINTH MAINTENANCE WORK

Work order/Scheme No.			
Name of work :-		Name of incharge :-	
Circle :-		Name of vendor :-	
Division :-			

			A) Contractor		B) BRPLExecution Team			Quality		REMARKS
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)	
1	Providing and laying Lean concrete 1:5:10 concrete.	As per CPWD Specification								
2	Providing and laying Lean concrete 1:4:8 concrete.	As per CPWD Specification								
3	Providing and laying cement concrete specified 1:2:4 for footing and column. As per CPWD Specification	As per CPWD Specification								
4	Providing and laying cement concrete specified 1:1.5:3 for footing and column. As per CPWD Specification	As per CPWD Specification								

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QC CHECK LIST FOR PLINTH MAINTENANCE WORK										
5	Brick work with F.P.S bricks of class designation 75 in foundation and plinth As per CPWD Specifition	As per CPWD Specification								
6	Proper form work/ centering & shuttering as per CPWD specification (of wooden ply/ steel) provided for RCC/ CC work	As per CPWD Specification								
7	Reinforcement cement concrete work in beams, Suspended floors roofs having slope upto 15 , landing balconies etc. 1:2:4 as per CPWD specification	As per CPWD Specification								
8	12mm cement plaster in fine sand as per CPWD specified	As per CPWD Specification								
9	15mm cement plaster on the rough side or single in half brick wall of mix as per CPWD specification	As per CPWD Specification								
10	IRC welded mesh of appd design and weight in permissible limit as per CPWD specification	As per CPWD Specification								
11	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 SQM over and including priming coat of exterior primer applied @2.20Kg./10 SQM). As per CPWD specification code no. 13.79C	As per CPWD Specification								
12	Painting with synthetic enamel paint	as per CPWD specification								

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QC CHECK LIST FOR PLINTH MAINTENANCE WORK										
	of approved brand and manufacturer of required colour to give an even shade as per CPWD specification									
13	Trench covers/ precast trench provided are of as per item of schedule/ specifications.	as per CPWD specification								
14	Malba/ debris scrap removed and site is clear as per NGT order.	as per NGT order.								

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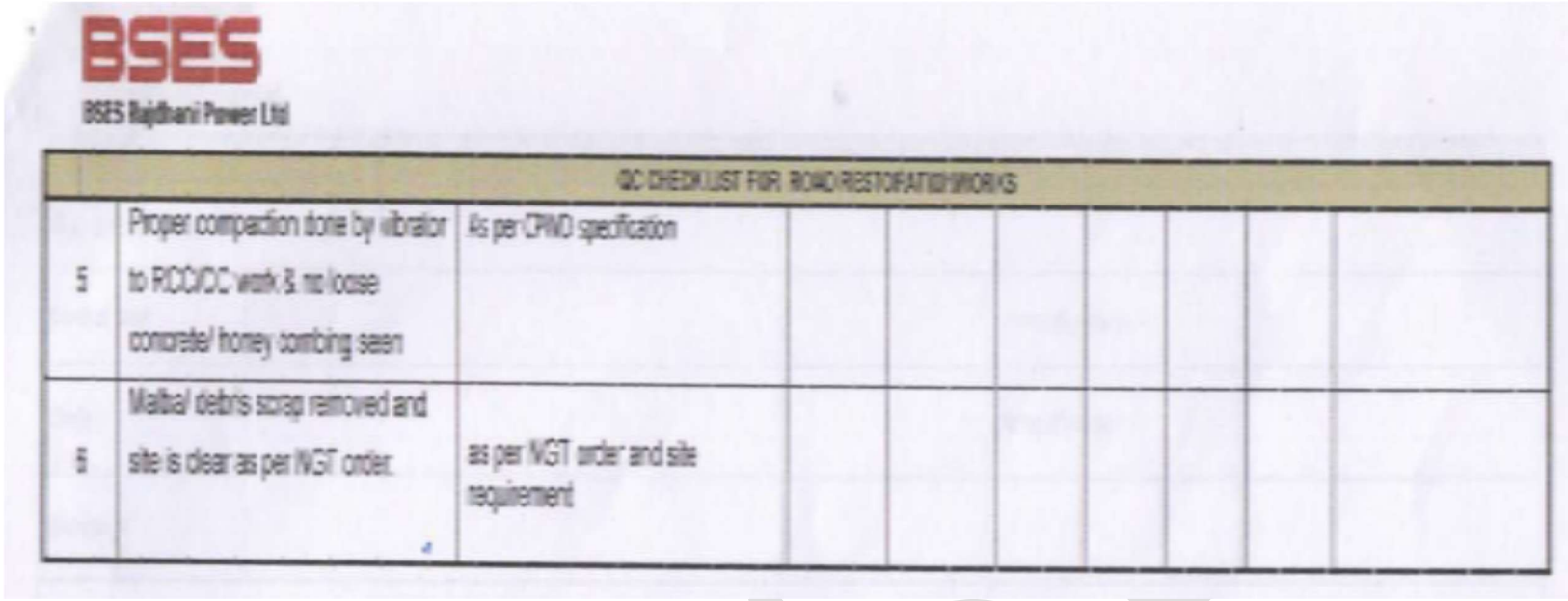
QC CHECK LIST FOR ROAD RESTORATIONWORKS											
Work order/Scheme No.											
Name of work :-				Name of incharge :-							
Circle :-				Name of vendor :-							
Division :-											
			A) Contractor		B) BRPLExecution Team			Quality		REMARKS	
Sr. No.	Description of points to be checked	References	Responsibility	Documentary Evidence attached	Responsibility	Documentary Evidence attached	Status (Cleared / Not Cleared)	Documentary Evidence attached	Status (Cleared / Not Cleared)		
1	Providing and laying Lean concrete 1:4:8 concrete. As per CPWD Specification.	As per CPWD specification									
2	Providing and laying Lean concrete 1:5:10 concrete. As per CPWD Specification.	As per CPWD specification									
3	Providing and laying cement concrete specified 1:1.5:3 for footing and column.	As per CPWD specification									
4	Providing and laying cement concrete specified 1:2:4 for footing and column.	As per CPWD specification									



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	QC CHECK LIST FOR ROAD RESTORATION WORKS								
5	Proper compaction done by vibrator to RCC/CC work & no loose concrete/ honey combing seen	As per CPWD specification							
6	Malba/ debris scrap removed and site is clear as per MGT order.	as per MGT order and site requirement							

SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1. DEFINITION & INTERPRETATION

1.1 Definition

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

1.1.1 "Accounting Year" means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.

1.1.2 "Applicable Laws" means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.

1.1.3 "Change in Law" means the occurrence of any of the following after the execution of agreement:

(i) The enactment of any new Indian Law;
(ii) The repeal, modification or re-enactment of any existing Indian Law;
(iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
(iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
(v) It also includes changes in the tax rates upward or downward.

1.1.4 "Change in Service" means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.

1.1.5 "Communication" means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

1.1.6 **"Company**/Owner/Purchaser/First Party " the terms used in this agreement shall refer to BSES RAJDHANI Power Limited (BRPL) having its office at BSES Bhawan, Nehru Place, New Delhi - 110019 and shall include its authorized representatives, agents, successors and assignees.

1.1.7 **"Contractor/**Agency/Vendor**"** means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.

1.1.8 Contract" /" Agreement/"Work Order" means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order

duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BRPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BRPL.

1.1.9 "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.

1.1.10 "Agreement Value/Consideration" means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.

1.1.11 "Force Majeure" shall have the meaning as ascribed in this agreement and annexures thereto.

1.1.12 "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.

1.1.13 "HSE Conditions" shall mean the BRPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.

1.1.14 "KPI" shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis

1.1.15 "Manpower" means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.

1.1.17 "Service(s)" / "Works" shall mean Company/BRPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BRPL from time to time under the Contract Period.

1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BRPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BRPL.

1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BRPL, and the permitted legal successors in title to such person, but not any assignee of such person.

1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.

1.1.21 "Tax Invoice" /" Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 Interpretation

In the Contract except where the context requires otherwise:

1.2.1 Words indicating one gender include all genders

1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record

1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force

1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities

1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.

1.2.6 The terms defined in schedule and the BRPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;

1.2.7 The words "include" and "including" shall be construed without limitation

1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.

1.2.9 The word "consent" wherever used, shall mean prior written consent;

1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;

1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right

1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and

1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

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

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

In the event of any conflict between the above-mentioned documents, the more stringent

requirement or conditions which shall be favorable to the company shall govern and the decision of company/BRPL shall be final and binding upon the parties.

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

6. TAXES & DUTIES

(i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.

(ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.

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

(iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.

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

(vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser along with GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.

(vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.

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

7. PAYMENT

7.01 All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

Contractor shall upload bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence. Further the contractor shall also submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favor of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi - 110019.

7.7 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.

7.8 <<Deleted>>

7.9 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.

7.10 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.

7.11 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

8.1 Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.

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

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

9. TIME ESSENCE OF CONTRACT

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

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

10. Liquidated 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 2 (two) % of the contract value per week of delay or part thereof subject to a maximum of 20 (twenty) % 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.

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

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

11. INSPECTION & QUALITY CONTROL

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

12. REPORTS AND INFORMATION

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

13. STATUTORY OBLIGATIONS

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

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.

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

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

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

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

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

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

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

14. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

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

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

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

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

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

15.3 Misconduct shall refer to the following:

a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.

b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.

c. Additional interaction with customer not under purview of task to be performed under agreement.

d. Provide other customer services with or without a charge unless directed by BRPL.

e. Accessing BRPL's IT Infrastructure within data centre or anywhere else, in BRPL premises.

f. The contractor's deputed manpower do not wear the uniform as per the terms and conditions of the contract during the performance of services under the contract.

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

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

15.6 PENALTY FOR MISCONDUCT

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

(b) In case of multiple incidences of Misconduct:

1) 4 complaints per annum OR

2) More than 1 complaint in a quarter

An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

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

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

(i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.

(ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.

(iii) Identity Proof: Copy of PAN/Adhaar card should be submitted as identity proof for all personnel.

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

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

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

16. STATUTORY PERMISSION/ APPROVALS

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

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

a) Certificate of registration under Contract labour (R & A) Act 1970.

b) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.

c) All employees to have a temporary or permanent ESI Card as per ESI Act.

d) ESI Registration No.

e) GST registration number

f) PAN No.

g) Electrical License as applicable

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

16.3 The Contractor must follow/adhere/perform the following task:

(a) To take Third party Insurance Policy before start of work.

(b) To follow Minimum Wages Act prevailing in the state.

(c) Salary / Wages to be distributed not later than 7th of each month.

(d) To maintain Wage- cum - Attendance Register.

(e) To maintain First Aid Box at Site.

(f) To Submit Latest P.F. and E.S.I. challans pertaining to the period in which work was

undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

(g) To frame and adhere the Workmen Compensation Policy in compliance with the law.

(h) To obtain Labour license before start of work.

(i) Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & \ other Construction Workers (Regulation of Employment & Conditions of services) Act 1996, as applicable

(j) Registration under "The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.)", as applicable

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

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

16.5 The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
a) Has paid minimum wages to his manpower along with its proof.

b) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted

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

17. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

17.1 It is a legally recognized entity under the laws of India;

17.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

17.3 It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;

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

17.5 It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;

17.6 The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;

17.7 It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;

17.8 It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;

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

Agreement or on the validity or enforceability of this agreement.

18. EVENTS OF DEFAULTS

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

18.1 Failing to complete execution of Contract as per the terms and conditions specified in the Contract.

18.2 Failing to complete Contracts in accordance with the approved schedule of Contract.

18.3 Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.

18.4 Failing to comply with any of the terms or conditions of this Contract.

18.5 In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause “Liquidated Damage” of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.

18.6 Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.

19. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-change within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to/recovered from the Contractor.

20. LIMITATION OF LIABILITY

20.1 The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.

20.2 Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

21. TERMINATION

21.1 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.

21.2 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.

21.3 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.

22. GOVERNING LAW AND ARBITRATION

22.1 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.

22.2 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.

22.3 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.

23. FORCE MAJEURE

23.1 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

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

24. NOTICE & COMMUNICATION

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

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

25. SAFETY CODE

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

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

25.3 The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

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

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

25.6 The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P, PPE, annual safety audit reports etc. in line with CEA norms.

26. CONTRACTOR'S OBLIGATIONS

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

26.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BRPL's requirements. The Contractor shall give notice to BRPL, within forty-eight (48) hours of the receipt of BRPL's requirements, of any error, fault or other defect in the BRPL's requirements or such items of reference.

26.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.

26.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry

and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BRPL.

26.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BRPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.

26.6 The Contractor shall, whenever required by the BRPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BRPL.

26.7 Contractor agrees to provide all preliminary information or data as may be required by the Company/BRPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.

26.8 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BRPL's requirements, it shall immediately communicate such ambiguity and/ or discrepancy to BRPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.

26.9 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.

26.10 The Contractor shall not use the name of the company/BRPL in any manner for credit arrangement or otherwise and it is agreed that the company/BRPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.

27. INDEMNITY

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

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

28. SECRECY & CONFIDENTIALITY

28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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.

28.6 Contractor shall submit signed NDA as per the format 4.3 attached.

29. NON-EXCLUSIVITY

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

30. SEVERABILITY

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

31. ASSIGNMENT & SUBLETTING

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

32. ASSIGNMENT BY THE COMPANY

The rights and obligations of BRPL under the Contract shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and BRPL's lenders without consent of the Contractor. Upon written notice of seven Business Days (07 days) by BRPL, the Contract shall be deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Contractor and BRPL shall not be obliged to the Contractor after seven days (07) of issue of any further notice.

33. NO JOINT VENTURE

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

34. WAIVER OF RIGHTS

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

35. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions during the execution of the Order. BRPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly.

36. VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by Vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL (www.bsesdelhi.com) 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.

37. 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.

38. MSME

38.1 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.

38.2 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

38.3 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.

38.4 The Contractor to furnish the undertaking to the Company in this regard.

39. COVID GUIDELINES

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

40. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION

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

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

(a) No construction material/ debris shall be stored on metalled road.
(b) Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
(c) The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
(d) The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
(e) Over loading of vehicles shall be strictly prohibited
(f) The construction material at site shall be stored under wet and covered condition.
(g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
(h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
(i) If any C&D(Construction& Demolition) waste is generated at site, the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
(j) Wet jet in grinding and stone cutting is being permitted at site.
(k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
(l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
(m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

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

41. ENVIRONMENTAL, HEALTH & SAFETY

The Contractor will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company/BRPL. Contractors must comply with the requirements, as follows:
(i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
(ii) Comply with the procedures provided in the interests of Environment, Health and Safety
(iii) Ensure that all of their employees designated to work are properly trained and competent
(iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or supplier/Contractor s' instructions
(iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
(v) Provide details of any hazardous substances to be brought onsite
(vi) Ensure that a responsible person accompanies any of their visitors to site.

All Contractor/workers are accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as required/instructed.

2. Keep tools in good condition.

3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.

4. Develop a concern for safety for themselves and for others.

5. Prohibit horseplay.

6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

41.1 ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.
BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

41.2 Measures related to the Tree Pruning, excavation near tree and construction & demolition:

Notwithstanding anything stated in the tender document, work contract or any other communication issued related to the performance of the work order awarded, it is clarified that the vendor and its associate/employees/worker, during the performance of work under this work order(s), shall ensure full compliance of the provisions of all environment laws/rules/directions by any authority including judicial authority/ regulation related to excavation near tree and construction & demolition activity, and shall mandatorily comply the following instructions:

A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:
1) No excavation work shall be done within two (2) meters of the Tree Trunk.
2) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.
3) For any excavation to be carried out beyond the prescribed distance of 2 meters but within 3 meter from the tree trunk, manual methods (by use of hand) or by using trenchless techniques shall be preferred over use of a mechanical excavation.
4) No roots shall be cut during the excavation work.
5) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
6) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
7) No concrete or construction or repairing work shall be done at least within two (2) meter radius of the trunk of trees.
8) All the electric wires and high tension cables and other apparatus relating to supply of electricity shall permanently be removed from the trees branches.
9) The permission of the Tree Officer shall have to be taken as a mandatory condition before the initiation of any civil work, which are likely to be made within a distance of 2mts from any existing tree. In case there is non-compliance of the aforesaid condition of taking permission from the Tree Officer, the same shall entail strict penalty. Contractors are advised to ensure due compliance with the directions.
10) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.
11) For any excavation to be carried out upto 3 meter from the tree trunk, manual methods (by use of hand) or by using trenchless techniques shall be preferred over use of a mechanical excavation.
12) No roots shall be cut during the excavation work.
13) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
14) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
15) All the electric wires and high tension cables and other apparatus relating to supply of

electricity shall permanently be removed from the trees branches.

Records to be maintained by the supervisor to demonstrate adherence to the guidelines for excavation in Proximity to the Trees:
1) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
2) While digging and upon exposure to the roots- take immediate photographs of the same and report the matter to senior officers for further guidance.
If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES
Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:

1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
2) Installation of Anti Smog Gun(s) (for >20,000 m2 built up area).
3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
5) All vehicles carrying construction material and construction debris should be fully covered and protected.
6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m2 built up area).
11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
15) Ensure the compliance of all dust control measure.
It is clarified that BRPL has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the vendor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BRPL shall be free to take all actions against vendor for such breach of contract including the termination of the said contract. Additionally, the vendor shall also be liable to indemnify BRPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.
The vendor shall also be under a mandate to provide an Undertaking to BRPL, which includes

that the excavation, tree pruning, construction and demolition work, if performed by such vendor, the same shall be in strict adherence of all environment laws/rules/directions by any authority including judicial authority/ regulation and all the measures provided in work order/tender under the head/title "Measures related to the Tree Pruning, excavation near tree and construction & demolition".

42. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Contractor consisting of general conditions and complete scope of work.

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

Annexure:

Undertaking from the _____(Vendor- undertaking the excavation work)
I _____, Proprietor of M/s_____, having R/o. at _____
Has been awarded a work order no._____,dated_____, from BSES Rajdhani Power Limited (BRPL), to carry out digging/excavation work on the stretch of road detailed in the work order.
Details of the Road cutting permission are RCP no. _____ dated _____ valid from _____ to _____ on the stretch of road detailed in the work order.
I have read the Guidelines on Excavation (as enclosed) and understood the same in sense and sprit. I assure that I shall abide with the said guidelines along with the all other provision associated with laws relating to laying of cables under the said work order.
I do herby undertake that I shall be fully responsible for any violation of any kind and shall be liable for any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.
I further undertake to indemnify BRPL its officers, directors, employees and associates from any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.
I do herby agree and confirm that forming a part of work order/agreement and breach of this undertaking shall be termed as breach of the terms of the said work order/agreement.
I have read and understood the terms of this undertaking and submitting this undertaking out of my own accord and without any coercion.

Deponent

*****

SECTION – V :SCOPE OF WORK

BSES

SECTION – V

SCOPE OF WORK

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

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

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

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

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

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

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

The work area should be properly barricaded by the Contractor.

MS sheet barricading : Contractor shall have to arrange and provide the MS sheet barricading of height 2.5 m alongwith caution boards during the execution of RR work as safety measures and to prevent air pollution as per new guidelines of "Dig and restore policy" for which no extra payment shall be made by the deptt. However, an item of deduction for not providing the MS barricading should be included in the BOQ for deduction purpose in case where MS sheet barricading is not feasible as per site condition.

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

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

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

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

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

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

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

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

NOC from Road Owning Agency (ROA) : RR vendor shall have to coordinate,Liasoning and obtain the NOC from ROA for satisfactory completion of road restoration work before releasing payment to the RR vendor against the each completed scheme for which RR work has been completed by him. No

extra payment shall be paid to the RR vendor for obtaining the NOC from ROA.However, deptt will fulfill the all requisite formalities and facilitate to the vendor for obtaining the NOC from ROA.

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

1. Road Restoration work is to be done as per procedure details in latest MCD Circular No. PSC/D1110/2003 dt. 20/01/03 issued by Commissioner MCD under "Dig and Restore" during scheme. Any penalty as per the provision of "Dig and Restore Policy 2003" during restoration work raised by any Govt. /Civil bodies due to the lapses towards non installation of caution-cum information boards, non barricading of trenches/ excavated portion, non removable surplus earth/ malba/ material etc. shall be borne by the contractor.

2. Contractor will be accountable for acceptance of MCD for our restoration.

3. Contractor shall have to take photograph of site before and after execution of the Road Restoration work.

4. Laboratory testing of material if required shall be got done by Contractor as and when required at his cost.

5. If, any damages cause to the services of the other utility during execution of work then the same shall be rectified / repaired by contactor with his own cost or the cost incurred by the other utility shall be recovered from the bill/ bill of contractor's.

6. Proper joints are required between old road / pavement & new RR work.

7. Adjoining surfaces damaged during digging are also required to be made good by Contractor.

8. Malba / debris are to be removed prior to taking up restoration this will help in maintaining the proper level & clean edges of restoration surface.

9. Level should be matched with existing road surface.

10. Uniform line / edges should be maintained during restoration.

11. Surface should be dressed to the desired slope so that no water accumulation takes place either on surface or around the restored surface.

12. Excavation, de-watering, Malba removal / disposal required for road restoration work.

13. The scope shall include all measures for quality control, curing, shoring, placement of concrete, proper compaction of backfilling, resurfacing / restoration of the roads and pavements

14. All the equipments, materials, labour required for completion of work is included in the scope of work.

15. Cement shall be of 43/53 Grade only

16. Providing safety measures barricading of trenches and traffic indications.

17. The work may have to be carried out simultaneously at any locations of BRPL.

18. While carrying out the Road restoration work in case of rains and other eventuality, if the trench gets filled with the foreign materials, the contractor will be required to clean the same.

19. Any work which is not as per the specifications then Contractor shall rectify at no extra cost to the company.

20. Liaisoning with MCD including getting road cutting permission, release of BG, co-ordination for extension of road cutting permission, waiver of penalties from MCD, RTO, local police or any other statutory / local bodies.

SECTION – VI: PRICE BID

BSES

SECTION – VI: PRICE BID

S.No	Name of Work	BRPL Estimated Cost (in Rs. incl. GST @18%)	% Discount	Final Quoted Amount incl. GST
1	**ROAD RESTORATION WORK FOR LAYING OF 66KV DOUBLE CIRCUIT COMPRISING 2X3X300 SQMM XLPE CABLES PER CIRCUIT FROM 220KV MEHRAULI TO DRDO ARJANGARH.**	**2,33,20,811**		
	TOTAL AMOUNT RS.	**2,33,20,811**		

NOTE :

1	The BRPL Estimated Cost has been mentioned against the tendered work. The line item wise break-up for the work is attached as Appendix - 1 of this tender document.
2	The bidder shall only quote % discount against the same as given in price format. The % discount offered by the bidders for the tendered work shall be applied on pro-rata basis on each line item (line item wise breakup for the tendered work is attached as Appendix -1).
3	Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and bound on the bidders.
4	**The discount percentage quoted by bidders on the tendered BOQ estimate shall be applicable to following post-award variation:-** **a) Extra items executed as post-award variations** **b) Deviations from the original Scope** **c) Substitute Items** **This condition applies to all extra or modified work executed under this tender/contract.**
5	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.
6	All material to be arranged by the contractor and all test certificates are to be furnished by the contractor as per BRPL requirement.
7	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.
8	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…….....……..……

APPENDIX-1

Name of work:- Road Restoration Work for Laying of 66KV double circuit comprising 2x3x300 sqmm XLPE cables per circuit from 220KV Mehrauli to DRDO Arjangarh.					
S.No	**Description of Items**	**Qty.**	**Unit**	**Rate**	**Amount**
1	"Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of requred width & depth upto 400mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 250mm, P/Laying M-30 RMC of thickness 100mm, P/laying DBM of 50 mm thick) etc required for completion of RR Work : Roads above 40' (Category-III) As per Drg No.RR -01(B).(With Bituminous Layer)."	6,400.00	Sqm	2,598.39	1,66,29,696.00
2	Road Restoration work of existing interlocking paver surface by P/L 60mm thick grey color interlocking paver blocks of approved design and manufactured with M-30 grade cement concrete on 50mm Jamuna sand bed over 100mm thick M-10 RMC properly compacted with mechanical vibrator including the cost of excavation and refilling the same in layers not exceeding 21cm in depth complete with proper watering and consolidation (using mechanical compactor) as per direction of engineer- in-charge.	560.00	Sqm	1,342.46	7,51,777.60
3	"Road Restoration work for the trench excavated for laying of cable as per specifications i/c excavation of trench / pit of requred width & depth upto 350mm and preparation of surface i/c watering & compaction for CC, P/Laying M-10 RMC of thickness 250mm, P/Laying M-30 RMC of thickness 100mm etc required for completion of RR Work : Roads above 40' (Category-III)As per Drg No.RR -01(D).(With out Bituminous Layer)"	560.00	Sqm	2,091.67	11,71,335.20
4	Carriage of building rubbish, material, surplus excavation by mechanical transport including loading, unloading ,stacking and deposit at authorized waste process facility.i.e shastri park/ jahagir puri/ mundka lead upto 35.00 km and submission of receipt to the deptt.	2,873.60	Cum	421.28	12,10,590.21
	Total Amount Rs.				**1,97,63,399.01**
	Add GST @ 18%				**35,57,411.82**
	Total Amount i/c GST				**2,33,20,810.83**

Appendix- II

COMMERCIAL TERMS AND CONDITIONS

Sl. No.	Item	Description	Bidder's Confirmation
1	**Validity of Bids**	For a period of 180 days from the date of opening of Part- A, techno-commercial bid.	
2	**Price Variation / Adjustment**	Prices are firm	
3	**Liquidated Damages**	2 (two) % of the contract value per week of delay or part thereof subject to a maximum of 20 (twenty) % of the contract value, for the period between the Date for Contractual Completion and the Date of Actual Completion as certified by the EIC.	
4	**Defect Liability Period**	12 (Twelve) calendar months from the date of the successful completion of the contract as certified by the EIC	
5	**Contract Performance Bank Guarantee**	Five percent (5%) of total contract value and shall be valid till completion of contract, plus three (3) months towards claim period.	
6	**Advance payment / Retention**	Not Applicable	
7	**Terms of Payment**	➢ 90% payment on work completion as certified in work completion certificate along with QC certificate and will be released after 30 days of bill submission. ➢ Balance 10% payment would be retained for Performance Guarantee, which would be released after 12 months from the date of completion of the work or on submission of equivalent Performance Bank Guarantee valid for 12 months from the date of completion of the work and on receipt of Bank Guarantee from MCD submitted by BRPL wherever applicable.	
8	**Completion time**	50 Days from date of LOI/Order	
9	**Due date of payment**	Within 30 days from the date of submission of certified bill	
10	**Penalties**	Not Applicable	
11	**Termination**	➢ Termination for non-performance by giving 30 days notice ➢ Premature Termination for breach of contract ➢ Termination by company for convenience	➢

Note: RA is mandatory. The bids will be evaluated commercially based on the total all inclusive price. BRPL reserves the right to evaluate the bid in totality or partially. RA methodology will be informed separately to all the qualified bidders prior to RA.

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..... 2026

Signature..... In the capacity of ……

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

(IN BLOCK CAPITALS).....

ANNEXURE – II: BIDDER'S DETAILS

S.No.	Item	Description
1	**Company Name**	
2	BRPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2021-22 (Rs. Cr.)	
25	Turn Over FY 2022-23 (Rs. Cr.)	
26	Turn Over FY 2023-24 (Rs. Cr.)	
27	Turn Over FY 2024-25 (Rs. Cr.)	
28	Profit after Tax FY 2020-21 (Rs. Cr.)	

S.No.	Item	Description
29	Profit after Tax FY 2022-23 (Rs. Cr.)	
30	Profit after Tax FY 2023-24 (Rs. Cr.)	
31	Profit after Tax FY 2024-25 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BRPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

BSES

BSES Rajdhani Power Ltd.

ATTACHMENT – A

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

A) Major Orders Executed

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

B) Orders Under Execution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The original price bids of the bidders shall be reduced on pro-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 – IV: ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT

1.0 General Requirements

1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipment's belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.

1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.

1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BRPL from time to time.

1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protectiveequipment's like shoes, safety belts, helmets etc. adhering to safety compliance.

1.5 All the equipment's being used shall be timely calibrated and a copy of the same shall be submitted to Safety Department within 4 weeks of the acceptance of contact and thereafter on every renewal.

2.0 EHS Policy

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply Regulations, 2010 shall follow the Environment, Health & Safety policy of BRPL.The contractor shall implement quality, health & safety management systems in accordance to BRPL EHS policy and ensure that intentions of such policy are met.

3.0 Health & Safety Plan

3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan incorporating HIRA (Hazard Identification & Risk Analysis) to BRPL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, will ensure compliance of the contract provisions stated herewith.

3.2 The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BRPL.

3.3 Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BRPL (Head Safety). First cut of the plan shall be submitted to Safety Department within 2 weeks of agreement of contract. After suggested rectification, the final plan shall be submitted to Head Safety not later than 4 weeks of the agreement of contract. A copy of the same shall be given to the engineer in charge also. The document shall carry the signatures of the authorized signatory (the person who has signed the agreement document of contract).

3.4 The health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of BRPL.

4.0 OHS Organization & Responsibility

4.1 The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/ National Safety Council) or trainer, which should

be verified earlier by BRPL safety department accordingly. The copy of training certificate shall be submitted to Safety Department within 4 weeks of agreement of contract. Time extension may be given in extraordinary situation subjected to submission of any convincing document carrying valid proof of near future plan of the training.

4.2 The training certificate should not be more than one-year-old.

4.3 Apart from above, as an owner of the company the contractor & their other key persons are also responsible for safety compliance and related issues.

5.0 First Day at Work –Induction Training and Issuance of ID-Card

5.1 The contractor shall ensure that all his workers have under gone the safety induction and have been issued with a valid ID card prior to start of work at BRPL site. The proof of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

5.2 All contractor workers shall undergo above as per the BRPL site specific procedure issued from time to time.

5.3 The contractor shall ensure that no worker is in any O&M activities until the valid ID card is issued and the same is available by each worker at site including that of sub-contractor(s).

5.4 In case any worker lost the ID card issued to him, the contractor shall ensure that such incidences are promptly reported to BRPL and duplicate or new ID card is issued immediately after completing formalities as deemed necessary by BRPL.

6.0 Provision of Safe Working Conditions

6.1 Proper barricading shall be created during height work, cable laying work, working on pole, etc. Dimensions of barricading while cable laying work- Height- 2 mtr, Length- 1.5 mtr. There shall not be any gap in between two barricades. LED Bacon light shall be placed at 1st and every 4th barricade. However, while working on pole during supply maintenance work there should be a barricading cone and caution tape . In narrow lanes, where proper barricading as per rules is not possible, use barricading as per the approval of respective safety circle head in writing and copy forwarded to safety and uploading in QMS.

6.2 **PPE' Requirement**

6.2.1 The contractor shall ensure all the required PPEs given in clause 6.2 and shall allow their workers to start work at site only after proper verification of adequacy of safety gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of BRPL.

Contractor has to ensure the quantity and quality of PPEs during procurement and continuous usage of following PPE's by his staff.

S.NO.	NAME OF THE PPEs	LINEMAN / FITTER/SKILLED	HELPER/UNSKILLED	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓

5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Appendix-3) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department along with mentioned certificates within 4 weeks of agreement of contract. The sample of the PPE's being procured by the contractor shall be submitted and approved from the Safety Department beforehand.

6.2.3 The contractor has to provide 3 arc protection face shields in each zone (2 for complaint team and 1 for maintenance team) as per specifications mentioned in clause 6.2.5.6.

6.2.4 If any of the contractor staff found without PPEs, the said PPE's will be issued to them from BRPL store with immediate effect. And the 20% extra amount with procurement cost will be recovered from their next monthly bill cycle.

Note: PPEs shall strictly be as per the brand mentioned in clause 6.2.5

6.2.5 **Technical Specification of the PPEs**

6.2.5.1. Safety Shoes – With Composite / Fiber toes (CE approved / IS 15298) – Mandatory for all personnel working at BRPL O&M. The safety shoes shall meet the following features:

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant
6. Rubber PU Sole
7. Anti-puncture

Lead MAKE: BATA/HONEYWELL/KARAM

6.2.5.2 Safety Helmets: (IS 2925 - 1984 or DGMS) with chin strap – Mandatory for all personnel working at BRPL O&M. The specification of safety helmet shall be as given below:

V-GARD HDPE Yellow With 4 Point FasTrac Ratchet Suspension

Shell Material	UV stabilizedHDPE, Non vented
Suspension	• With 4 Point FasTrac Ratchet Suspension sewn headband • Textile straps made from polyester Suspension • point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head • Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting

Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM / UFS

6.2.5.3 Full Body positioning Harness: (CE approved / IS 3521 / EN 361 / EN 355) – Shall be used while work is in progress at height more than 1.8 meter or where from a person may fall and get injured. The specification of the Full body harness shall be as given below:

Anchorage	AdjustabletwochestattachmentD-rings and A dorsal attachmentD-ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.
Ergonomics	Idealy. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

There should not be any metallic part in the full body harness.

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

6.2.5.4 Flex Chem Full View Safety Goggles – Shall be used to protect workers eyes from foreign materials and flying particles. Mandatory for all personnel working at BRPL O&M. Safety goggles shall meet the following feature:

1. Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.
3. Soft Flex low profile frosted frame for increased comfort.
4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.

6. Sight Gard + premium anti-fog coating (EN 166 “N”) with good anti- scratch properties.

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55^0 C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ UFS/3M/KARAM

6.2.5.5 Electrical Insulating Hand Gloves – Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following features:

- Breakthrough manufacturing process for exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.

- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

	For LT work	For HT work
Length	360mm	360mm
Class	2	0
Thickness	3.6mm	1mm
Proof test voltage	20000	5000
Maximum use voltage	11000	1000
Tensile strength	>16mpa[Mega Pascal]	
Puncture resistance	>18N/mm [Newton per mili meter]	
Elongation at break	>600% [Stretching length]	
Tension set	<15%	

- It should be resistant to oil, acid, ultra violet rays and very low temperature.
- Each pair of glove should be marked with class, category, month & year of manufacturing, CE logo, batch no. and certified laboratory no.
- EN certified to electrical and thermal hazards,
- EN certified to thermal & electrical hazards to confirm EN 60-903,
- EN certified to mechanical hazard to EN-388
  Lead MAKE: Honeywell / ANSELL/CATU

6.2.5.6 Arc Protection Face Shield

a) ATPV value is 10 cal/cm2

b) It shall have a slotted hard hat and chin guard

c) Visible light transmission (VLT) shall be 70%

d) It should have anti fog lens

e) It should have a provision for replacement of lens and brackets.

f) It should cover the complete face and the complete neck region.

g) It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.

h) Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

6.2.5.7 Certificates required for all PPEs:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distribution ship

The copy of all the certificates shall be submitted to safety department within 4 weeks of agreement of contract.

7.0 Integrated Management System & Audits

7.1 The Contractor shall work in the framework of Integrated Management System (IMS) and shall maintain documentation as prescribed in the IMS Manual of BRPL. IMS Manual can be obtained directly from site engineer/Division Head/Respective Head.

7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, 14001 & 45001 standards of BRPL.

7.3 To verify compliance and to continually improve the management system, all contractors shall be subjected to both internal & external audits.

8.0 Medical Examination

8.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees like lineman, ALM, supervisor, Fitter, welders, gas cutters, drivers and all the workers supposed to work at height (and any other trade specified deemed necessary by BRPL at the time of deployment then annually) before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every year as per the provisions of applicable laws or as prescribed by BRPL with proper record.

8.2 Records of medical examination as described above shall be maintained at the contractor premises and a copy of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

8.3 No person about whom the Contractor knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any O&M operation or other construction work which is likely to involve a risk of any accident either to the worker himself or to any other person.

9.0 Working at Height

9.1 The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of BRPL by authorized personnel.

9.2 The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by BRPL are enforced and complied all the time during activities carried out at height.

9.3 Full body harness and ladder along with the required PPEs shall be used during height work.

9.4 Barricading cone and tape shall be used along with creation of proper safety zone.

10.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences

10.1 In case of any incident/ accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence or near miss or any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be sole responsibility of the Contractor to promptly inform the same to Department Head in prescribed form and also to all authorities envisaged under the applicable laws.

11.0 Suspension of Work

11.1 BRPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.

11.2 In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BRPL shall be conclusive and binding on the Contractor in such aspects.

11.3 The contractor shall not be entitled to damages / compensation for suspending of work due to

safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for wavier of levy of liquidated damages.

11.4 The contractor shall follow and comply with all safety Rules of BRPL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any nonconformity between statutory requirement and safety rules of the BRPL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

12.0 OHS Appreciation Policy

12.1 If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by the BRPL and no accident occurs then BRPL may consider the performance of the contractor and safety score card will be prepared. The best contractor will be appreciated by suitable “SAFETY AWARD” as per scheme as may be announced separately from time to time.

13.0 Safety Motivational Scheme for Contractor Employee

13.1 All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honour with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BRPL safety department. Contractor may ask to BRPL safety people for their presence during awarding time.

13.2 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detailed report of observing the same to be forwarded to safety department every year.

14.0 Guidelines for Penalty Policy Implementation

14.1 Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in **Appendix - 1. (Example – If at first offence persons are found working without safety helmet at 3 locations, the penalty would be 3X2000 = Rs.6000/-)**

14.2 The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.

14.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Department Head and Safety Head.

14.4 Recommending Authority means the Department Head, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.

14.5 Penalties will be imposed for delay in submission of EHS related requirements/documents mentioned in the contract. Once the contract is accepted, the requirements as mentioned in **Appendix- 2 to be submitted within 4 weeks.**

14.5 Safety Head may impose penalty for serious violations directly.

14.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.

15.0 Guidelines for Safety Appreciation Policy Implementation

15.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.

15.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.

15.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.

15.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.

15.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has received.

15.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.

15.7 BRPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

BSES

Appendix – 1

Penalty Policy on Safety Violation

	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for removal from deployment with BRPL& Fine of Rs.15000/-	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel. Not using Arc Protection Face Shield Not using barricading cone and tape. (Poor quality or damaged item means noncompliance)	# First Offence -Warning Note & Fine of Rs.5000/- # Second Offence - Warning Note for dismissal and a Fine of Rs.10000/- # Third Offense - -Action for the concerned Workmen/ supervisor for removal from deployment with BRPLand a fine of Rs.25000/-	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	# First Offence - Warning Note & Fine of Rs.10000/- # Second Offence - Action for the concerned workmen/ supervisors for removal from deployment with BRPL and fine of Rs.20000/-.	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account

Notes:

Refer clause No. 14 for penalty policy implementation guidelines

If there are 03 violations by an individual employee, his removal from deployment with BRPL # If there are 10 violations in one quarter, will be recommended for termination of contract order.

Appendix – 2

Penalty Policy on non - submission of EHS related requirements

Following EHS related requirements to be submitted within 4 weeks of agreement of contract		
Requirement	**Penalty Detail**	**Execution Channel**
1. Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis) 2. Safety supervisor training records on EHS (40 hrs training) 3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor) 4. Bills/challan of PPE's along with test certificates (if procured by the contractor) 5. PPE's receipt by worker (as per Appendix-3) 6. Medical examination record of workers 7. ID card of workers 8. Calibration Certificates of equipment's	Delay of 15 days- Warning Note & Consolidated Fine of Rs.5000/- on non-submission of proof of any of these mentioned 8 types of documents On every subsequent delay of 15 days- Warning Note & Consolidated Fine of Rs. 10,000/- on non-submission of proof of any of these mentioned 8 types of documents	Recommendation by OHS-Representative Approval by Safety Head Deduction by Finance & Account

FORMAT – 4.1

EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply/services of [name and/or description of the goods/sevices] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the "Bank"),are bound unto BSES RAJDHANI Power Ltd., with its Corporate Office at BSES Bhawan, Nehru Place, New Delhi - 110019 ,(herein after called —the "Purchaser")in the sum of …… (Rupees …… only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of_____ 2026. 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)

BSES Rajdhani Power Ltd.

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [___] day of [_____] 2026

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 …….. …2026 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 ----------

BSES

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2026

By And Between

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

And

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

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

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

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

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

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party,

however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv)avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.

5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.

6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).

7. The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

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

For the Disclosing Party

_____
Authorized Signatory
Name:
Designation:

For the Receiving party

_____
Authorized Signatory
Name:
Designation:

FORMAT – 4.4

NO DEVIATION DECLARATION

NO DEVIATION –A (Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

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

S.NO.	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

NO DEVIATION –B(Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

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

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

FORMAT – 4.5

BIDDER'S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

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

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

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