

Tender Notification for

“Hiring of Intermediaries for Bill Collection through Gateway/Online Transaction in BRPL”

NIT NO: BR/ENQ/25-26/FK/CR/KB/2640

DT: 17.02.2025

Due Date for Submission of Tender: 03.03.2025

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number: U40109DL2001PLC111527

Telephone Number: +91 11 399999444

Website: www.bsedelhi.com

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SECTION I**REQUEST FOR QUOTATION****1.1 GENERAL**

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“Hiring of Intermediaries for Bill Collection through Gateway/Online Transaction in BRPL”**

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

“Hiring of Intermediaries for Bill Collection through Gateway/Online Transaction in BRPL”

“NIT NO BR/ENQ/25-26/FK/CR/KB/2640 DT:17.02.2025 ”

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

Estimated cost of Contract	: Rs. 67 Lac i/c GST per annum.
Earnest money Deposit	: Rs. 1,34,000/-
Cost of Tender form (Non- Refundable)	: Rs. 1180/-
Duration of the Work	: 5 years (from the date of issuance of Order) (Initial rate contract will be for 01 year and renewed on performance basis every year for next 04 years).
Tender documents on sale	: 17.02.2025 (working days)
Date & time of Submission of Tender	: 03.03.2025 till 15:00 HRS.
Date & time of opening of Tender (Opening of technical bid)	: 03.03.2025 till 15:30 HRS.

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

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

The tender papers will be issued on all working days upto the date as mentioned above. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender papers are downloaded from the above

website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- Request for quotation/ Notice Inviting Tender
 - Instructions to bidders
 - Commercial Terms & conditions
 - Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ work orders. Tender will be summarily rejected if:
- If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
 - Tender is received after due date and time.

1.3 Qualifying Criteria:

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

Technical Qualification Criteria:-

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

- Bidder must have extensive knowledge and experience rendering such services to the institute of large government/ corporate establishment /reputed organization. Total commission received during a year must be a minimum of Rs 10 Lac through a single contract in last financial year 2023-24.
- Bidder must have executed the Contracts of like nature under single contract and having extensive experience of carrying out similar type of Contracts.

3. The Bidder must have the capability to send instant Email and/or SMS at the consumer's. Even if the bidder has not undertaken such activities, but they must have the capacity to do in current future.
4. Agency shall have necessary affiliations/accreditations such as with RBI (Reserve Bank of India) ESCROW Account. Necessary IT (PCI etc) certification is must to comply with.
5. Complete process of collection from payment by consumer to mailing / delivering payment files to BRPL should be on automated basis. No manual intervention is allowed in the process.
6. Agency shall have minimum experience of 5 years in Bill Collection.
7. Agency shall have experience of handling Bill Collections for reputed brands/corporate.
8. The agency shall have office in Delhi/ NCR.

Financial Qualification Criteria:-

1. Bidder must have minimum annual turnover of Rs. 1 (One) Crore or more during the last three financial years (2021-22, 22-23, 23-24). Audited Balance Sheets duly certified by CA to be submitted. Bidder has to submit UDIN based CA certificate / financial statement as proof of the same.
2. Bidder must provide proof of having solvency of an amount equal to Rs.50 (Fifty) lacs from any nationalized/ scheduled commercial bank. It should not be older than 30.06.2024.
3. The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.
4. Entities that have been debarred/ blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/ blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.
5. The bidder should submit an undertaking certified by their auditor 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.
6. The bidder should give an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the

original document/s. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders for 1 year in BRPL & its group companies.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

- a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- b) Bids received from Joint Ventures / consortium shall not be considered
- c) Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the bidders who have worked with utility companies.

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

- ✓ Latest balance sheet
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees detail.
- ✓ Premises Detail and addresses across India.

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

1.4 Bidding and Award Process:-

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

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2 (two) parts and submit in original + one copy to the following address

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
1st Floor, C Block

BSES Bhawan, Nehru Place
New Delhi 110019

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- Bid form as per format attached in Annexure-A
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications
- Documents as mentioned in Appendix-1, Section-IV, Scope of Work

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

PART B: FINANCIAL BID comprising of

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

1.5 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Queries	All Queries related to RFQ will be discussed in pre-bid meeting at 1st Floor, Brahmputra conference Room, BSES Bhawan, Nehru Place	25.02.2025
2	PART A Technical and Commercial Bid submission	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG, tender Document with all pages signed & stamped with bidder's seal as a token of acceptance to the terms & conditions as mentioned in this tender document.	
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated

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

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

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **as mentioned in clause 1.01**. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation and only of the qualified bidders.

Pre – Bid Meeting

A pre-bid meeting shall be organized on Thursday i.e. 25.02.2025 at 1430 hrs as specified in the tender documents in the presence of bidders or their authorized representatives who may choose to be present.

Location for Pre-Bid meeting:

BSES Rajdhani Power Limited,
BSES Bhawan, 1st floor,
Brahmaputra Conference Room
New Delhi – 110019

Date: 25.02.2025

Time: 02:30 PM onwards

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 in pre-bid format (Annexure-F) vide email as mentioned below:

For Technical:

Tejprakash.sharma@relianceada.com

For Commercial:

Kuber.bhatia@relianceada.com

Cc: bhaskar.chattopadhyay@relianceada.com

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 affected 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.

Reverse Auction :

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

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

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

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

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

1.4.2 Award Decision

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

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

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

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

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

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in

future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head Collection, BRPL Copy to :Head (Contracts)	Head (Contracts)
Mail ID	tejprakash.sharma@relianceada.com	bhaskar.chattopadhyay@relianceada.com kuber.bhatia@relianceada.com
Address	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, 1st Floor, "C" Block, BSES Bhawan Nehru Place, New Delhi-110019

SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “are desirous of awarding work for **“Hiring of Intermediaries for Bill Collection through Gateway/Online Transaction in BRPL”**. The Company has now floated tender for this work in BRPL as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope work to **“Hiring of Intermediaries for Bill Collection through Gateway/Online Transaction in BRPL”**

For details refer **Section – IV of this tender document.**

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise a rising in any way from the selection process for the work.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

Request for Quotation (RFQ)	- Section - I
Instructions to Bidders (ITB)	- Section - II
Terms & Conditions	- Section -III
Scope of work	- Section -IV
Price Format	- Section V

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

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

9.0 BID FORM

9.01 The Bidder shall submit" Original 'Bid Form and the appropriate Price Schedules

and technical specifications enclosed with the Bidding Documents.

9.02 EMD

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

- (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tenderdocument, 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.

The bidders who are not technically qualified, EMD shall be refunded after price bid opening.

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

The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.
- (c) Misrepresentation of facts influencing the bidding process.

10.0 BID PRICES

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

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

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Work completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

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

26.0 AWARD OF CONTRACT

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

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

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

SECTION – III: TERMS AND CONDITIONS

1.0 General Instructions:

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- 1.04** The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.06** Quantity mentioned in SECTION-IV is the total quantity. The company reserves the right to split the order among various successful bidders in any manner he chooses without assigning any reason whatsoever.
- 1.07** Interpretation:
- 1.07.1** The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this service contract and,
- 1.07.2** The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Service Contract to any person or persons or circumstances except as the context otherwise permits.
- 1.07.3** References to the word "include" or "including" shall be construed without limitation.
- 1.07.4** The Appendices annexed to this Service Contract form an integral part of this Service Contract and will be of full force and effect as though they were expressly set out in the body of the Service Contract;
- 1.07.5** Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.07.6** The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract;

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

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

- a) **Company** shall mean **BSES Rajdhani Power Limited**, having its office at BSES Bhawan, Nehru Place, New Delhi – 110019 and shall include its authorized representatives, agents, successors and assigns.
- b) **Bidder** shall mean the firm who quotes against this bid enquiry issued by the company.
- c) **Letter of Acceptance** shall mean the official notice issued by the company notifying the bidder that his proposal has been accepted and it shall include amendments thereto, if any, issued by the company. The “Letter of Acceptance” issued by the company shall be binding on the bidder. The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- d) **Month** shall mean the calendar month and **Day** shall mean the calendar day.
- e) **Codes and Standards** shall mean all the applicable codes and standards as indicated in the Specification.
- f) **Offer Sheet** shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- g) **Contract Period** shall mean the period during which the **Contract** shall be executed as agreed between the contractor and the company in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- h) **Acceptance** shall mean and deemed to include one or more of the following as will be stipulated in the specification:
 - i) The written acceptance of material by the inspector at contractors works to ship the materials.
 - ii) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - iii) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.
- i) **Rate:** The unit rates for the work as described in the section –IV (scope of work) shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

- j) **Engineer in Charge (EIC)** shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- k) **Contractor** shall mean the successful bidder / contractor to whom the contract has been awarded.
- l) **Contract**, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.
- m) **Contract Price** shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- n) **Approved**, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.
- o) **Language and Measurement:**
The contract issued to the contractor by the company and all correspondence and documents relating to the contract placed on the contractor shall be written in English language.

Metric System shall be followed for all dimensions, units etc.
- p) **Cost:**The word "Cost" shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.
- q) **Bill Payment** means a publicly accessible online mode/ offline mode which is programmed to provide payment functions for BRPL's Electricity Bills/ Demand Notes/ Prepaid Recharges/ Enforcement Bills
- r) **Business Day** means Monday to Saturday including local public holidays but excluding holidays observed on a national basis;
- s) **Confidential Information** of a party means all confidential information in any form (including without limitation, information relating to trade secrets, business operations, employees, products, technical knowledge and know-how), commercial terms agreed by the party under this agreement , relating to that party or a related corporation to that party;
- t) **Customer Care** means the facilities provided or arranged by VENDOR to provide relevant support and help desk services to facilitate in the upkeep of the Bill Payment Transaction and to resolve payment queries, instantly.
- u) **CPC** means Collection processing Cell of BRPL which is formed for the purpose of processing the collection made from the consumers directly or indirectly

toward consumption of Electricity, by the Vendors authorized by BRPL time to time for same purpose.

v) **EFT** means electronic funds transfer; **EFT Transaction** means a transaction performed through a Bill Payment and switched to a financial institution / Bank;

w) **Intellectual Property Rights** means:

(y.1) copyright and neighboring rights, all rights conferred by statute, common law or equity in or in relation to inventions (including patents), registered or unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and

(y.2) any right to apply for registration for any of the rights referred to in above paragraph of this definition.

x) **Law** means the provisions which are existing in present or come into force in future including statute, rule, regulation, proclamation, ordinance, by-law, whether State, federal or otherwise;

y) **Loss** means any loss, claim, liability, damage, cost and expense (including but not limited to reasonable legal costs and defence or settlement costs);

z) **Network** means the Bill Payment network;

aa) **Nominated Bank Account** means the bank account of BRPL which will be credited for the gross value of successful Deposit Transactions.

bb) **Site** means each site on which a Bill Payment is located;

cc) **Successful transaction** means a transaction which has been credited to BRPL Account and no discrepancy has been reported 60 days thereafter.

dd) **Term** means the term of this Agreement;

ee) **Transaction** means successful transaction that has occurred on VENDOR Bills Payments verified, if required by BRPL from the transaction journal of the network including the transaction relations dishonored cheque.

ff) **Transaction Fee** means the agreed fee paid to VENDOR for each successful transaction.

gg) **User Acceptance Test** means such testing and/or demonstration of the transactional, cash management and other operational functions of a Bill Payment as VENDOR may consider appropriate from time to time; and

hh) **IST** means Indian Standard Time.

ii) **Business Day**

Where 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 next following Business Day

3. ENGINEER IN-CHARGE:

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

4. SCOPE OF WORK :

The detailed scope of work is given in Section-IV of this tender document.

5.0 RESPONSIBILITY OF CONTRACTOR

The Contractor shall be solely liable and responsible for

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

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

5.3 The contractor shall be responsible to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BRPL. The contractor shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.

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

5.6 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.

6.0 CONTRACT PRICE

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

The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever.

Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice

to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.

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

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

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

7.0 VALUE OF THE WORK ORDER:

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

8.0 TAX & DUTIES:

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

GST at actual shall be paid extra on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. You shall furnish your GST registration number.

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

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.

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.

For releasing of the payment kept on hold on account of GST supplier shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time proof of payment of GST as mentioned above is not submitted.

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

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

9.0) EFFECTIVE DATE OF CONTRACT & PERIOD:

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

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of five years.

This order shall become effective for all purposes from date of issuance and continue to remain in force for a period of One year. The contract performance shall be reviewed on yearly basis from the date of issuance for continuity of the validity of the contract based on the performance assessment.

After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract

10.0 CONTRACT PERFORMANCE BANK GUARANTEE

10.1 CONTRACTOR shall furnish the Contract Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Work Order.

10.2 The CPBG shall be of Rs 10 lacs and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period whichever is higher. Further the value may be increased based on collection value (two days maximum collection in a month, average will be based on a quarter).

10.3 The Contract Performance Bank Guarantee shall be issued from any nationalized/scheduled bank as per company format.

10.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

10.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the Contract performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

11.0 TERMS OF PAYMENT:

100% payment on monthly bills subject to submission of bill in Vendor Support Cell (VSC, BRPL) after verification and certification of competent authority of BRPL. The contractor shall raise monthly bills strictly in the format provided by the Company. The contractor shall submit all the enclosures strictly as per the contract and required by the competent authority.

Payment terms shall be within 30 days from receipt of invoice supported by BRPL certification.

For the Invoices raised that are having defects / disputes, the payments would be delayed by 30 days and paid only after the defects are rectified / disputes are resolved.

12.00 EVENTS OF DEFAULT

12.01 EVENTS OF DEFAULTS:

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

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

12.02 CONSEQUENCES OF DEFAULT

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

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

13.0 REPRESENTATION, WARRANTIES AND GUARANTEES :

The contractor hereby represents warrants and guarantees that :

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

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

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

14.00 INDEMNITY:

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

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

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

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

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

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

15.0 ASSIGNMENT

This Work Order shall not be assigned either fully or in part by the Contractor to any third party without the consent, in writing, of the BRPL and upon such terms as are mutually agreed by both the parties hereto. BRPL may, in whole or in part, assign this Work Order to

its affiliates, without the prior written consent of the Contractor. In the event this Work Order is assigned under the terms of this Clause, the assignees of the respective parties shall be bound by the terms and conditions of this Work Order and shall, if deemed necessary by the parties at the time of such assignment, undertake in writing to be so bound by this Work Order.

16.0 SUB-CONTRACTING / SUBLETTING:

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

17.00 RECOVERIES:

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

18.00 WAIVER

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

19. MISCELLANEOUS

19.1 Relationship between Parties:

The contractor is serving as an independent contractor of BRPL. The contract creates no partnership, pooling or joint venture relationship between the parties.

19.2 No Waiver:

The failure of either party, at any time during the Term hereof, to require performance by the other party of any provision of the contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of the contract does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

19.3 Severability:

If any provision of the contract is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the contract is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.4 Set-off:

BRPL may deduct or retain out of any monies, which may be due or become due to the contractor hereunder or otherwise, as against any amounts owed by the contractor to BRPL hereunder or otherwise.

19.5 Counterparts:

The contract may be executed by one or more of the Parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19.6 Inspection:

BRPL and/or any Officer-in-Charge person designated by BRPL shall at all times have access to any site where contractor is performing any of the Services and such person shall have the right to inspect such performance thereto at such site.

19.7 Security Clause:

The undersigned are agreed to abide by the information security policies and procedures of the organization.

20. 0 NON DISCLOSURE AGREEMENT:

Successful bidders will sign an NDA (Non Disclosure Agreement) as per the format in Annexure – E.

21.00 MOBILISATION:

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

22.00 INDEPENDENT CONTRACTOR

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

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

23.00 GOVERNING LAWS AND JURISDICTION:

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

24.00 RELEASE OF INFORMATION AND CONFIDENTIALITY:

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

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

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

25.00 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration &

Conciliation Act, 1996 and the venue of such arbitration shall be in the city of Delhi only.
The language of Arbitration shall be English.

26.00 FORCE MAJEURE:

a) General:

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

b) Specific Events of Force Majeure:

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

The following events and circumstances:

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

Explosions or fires

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

Declaration of the Site as war zone.

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

c) Notice of Events of Force Majeure

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

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

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

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

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

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

d) Mitigation of events of force majeure:

The Contractor shall:

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

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

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

e) Burden of proof:

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

f) Terminations for certain events of force majeure:

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

27.00 RISK & COST:

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

28.00 SECRECY CLAUSE:

29.1 The technical information, drawing and other related documents forming part of this Work Order and the information obtained during the course of investigation under this Work Order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of this Work Order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this Work Order.

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

29.3 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.

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

29.5 The Contractor shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

29.00 NOTICE:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows: A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

30.00 ENTIRE AGREEMENT:

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

31.0 AMENDMENT:

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

32.0 NON-EXCLUSIVITY

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

33.0 VENDOR CODE OF CONDUCT

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

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

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

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

34.0 TERMINATION BY COMPANY FOR NON PERFORMANCE

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

34.1 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.

34.2 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.

35.0 ACCEPTANCE:

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

SECTION- IV- SCOPE OF WORK

1. The scope shall be as described below:

Bill Payment means a publicly accessible online mode/ offline mode which is programmed to provide payment functions for BRPL's Electricity Bills/ Demand Notes/ Prepaid Recharges/ Enforcement Bills

Business Day means Monday to Saturday including local public holidays but excluding holidays observed on a national basis;

Confidential Information of a party means all confidential information in any form (including without limitation, information relating to trade secrets, business operations, employees, products, technical knowledge and know-how), commercial terms agreed by the party under this agreement, relating to that party or a related corporation to that party;

Customer Care means the facilities provided or arranged by VENDOR to provide relevant support and help desk services to facilitate in the upkeep of the Bill Payment Transaction and to resolve payment queries, instantly.

CPC means Collection processing Cell of BRPL which is formed for the purpose of processing the collection made from the consumers directly or indirectly toward consumption of Electricity, by the Vendors authorized by BRPL time to time for same purpose.

EFT means electronic funds transfer;

EFT Transaction means a transaction performed through a Bill Payment and switched to a financial institution / Bank;

Intellectual Property Rights means:

- (a) copyright and neighboring rights, all rights conferred by statute, common law or equity in or in relation to inventions (including patents), registered or unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (b) any right to apply for registration for any of the rights referred to in paragraph (a) of this definition.

Law means the provisions which are existing in present or come into force in future including statute, rule, regulation, proclamation, ordinance, by-law, whether State, federal or otherwise;

Loss means any loss, claim, liability, damage, cost and expense (including but not limited to reasonable legal costs and defence or settlement costs);

Network means the Bill Payment network;

Nominated Bank Account means the bank account of BRPL which will be credited for the gross value of successful Deposit Transactions.

Site means each site on which a Bill Payment is located;

Successful transaction means a transaction which has been credited to BRPL Account and no discrepancy has been reported 60 days thereafter.

Term means the term of this Agreement as specified in clause 2;

Transaction means successful transaction that has occurred on VENDOR Bills Payments verified, if required by BRPL from the transaction journal of the network including the transaction relations dishonored cheque.

Transaction Fee means the agreed fee paid to VENDOR for each successful transaction.

User Acceptance Test means such testing and/or demonstration of the transactional, cash management and other operational functions of a Bill Payment as VENDOR may consider appropriate from time to time; and

IST means Indian Standard Time.

In this Agreement, headings and bold letters are for convenience only and do not affect the interpretation of this Agreement and, unless the context requires otherwise:

1. words importing the singular include the plural and vice versa;
2. words importing a gender include any gender;
3. other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
4. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
5. a reference to a clause, party or schedule is a reference to a clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
6. a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
7. a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
8. a reference to a party to a document includes that party's successors and permitted assigns; and
9. a promise or agreement by two or more persons binds them severally.

Business Day

Where 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 next following Business Day.

Obligations of the Parties

VENDOR must provide a full end-to-end Bill Payment solution and appropriate Customer Care for each Bill Payment.

VENDOR must comply with the obligations set out in schedule 1 with respect to the operation and security of Bill Payment.

BRPL must comply with the obligations set out in schedule 2 to facilitate the installation and operation of Bill Payment in accordance with the terms and conditions of this Agreement.

VENDOR shall ensure the specifications / features of specified by the BRPL & must have facilities of payment through Gateway/online Transaction etc (To be use on specific direction of BRPL).

No partnership

Nothing in this Agreement creates or is to be taken to create any partnership between the Parties.

Waivers

Waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the Party granting the waiver.

A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy.

Variation

A variation of any term of this Agreement must be in writing and signed by the Parties.

Entire agreement

This Agreement supersedes all previous agreements, if any, in respect of its subject matter and embodies the entire agreement between the Parties.

VENDOR Services

VENDOR must provide the following services / comply with the conditions:

- a) Provide hardware and software at its own cost;
- b) Organize the enabling of the communications link and perform its component of link testing;
- c) Agree to a rollout schedule with BRPL and coordinate rollout;
- d) Formulate and execute the marketing plan and schedule along with BRPL on a mutually agreeable and case-by-case basis.
- e) Maintain details of transaction volumes within its System & will Provide electronic transaction services, including, without limitation, transaction, settlement and connectivity to the BRPL payments network;
- f) Co-ordinate the testing, installation and application of Bill Payment.
- g) Reply to all customer queries related to payment made on VENDOR within 24 hours of it being raised by BRPL;

- h) Be liable for any penalty or LPSC imposed on BRPL that can be reasonably attributed to VENDOR due to failure of its Hardware or Software;
 - i) No Part-Payment will be accepted by the vendor, however excess payment may be received.
 - j) The total payments towards Electricity bills collected have to be Deposited/Transferred at the designated Bank Account on a daily basis i.e. it must be deposited T+1 day (Before 12:00 PM, positively). In case of delay, BRPL will levy a penalty @ Rs. 5,000 plus @ SBI MCLR + 3.50% interest on collected amount on per day basis. However one hour relaxation can be given on specific request from vendor, on specific days only.
 - k) Centralized MIS in the agreed format must be sent to BRPL on daily basis for the full fund collected (without any deductions) i.e. MIS to be provided by T+1 day before 11 am on regular basis (all days, without any delay) through auto mailer. In case of delay, BRPL will levy a penalty @ Rs. 5,000 plus @ SBI MCLR + 3.50% interest on collected amount on per day basis. Bidder should be in position to migrate to online mode for obtaining bill data & updating payment on real time basis.
 - l) The entire process relating to collections, preparing and sending txt / MIS should be on automated basis and without any manual intervention.
 - m) In case of any variation and mistakes in the figures (non justifiable) in daily reports submitted with CPC and if such mistakes increase up to 5 times or more in a month, then in that case Rs. 500/- on each fault or LPSC amount whichever is higher shall be imposed on Vendor as penalty.
 - n) In case of non submission of any consumer payment data due to which Late Payment Surcharge (LPSC) is activated on bill, then the LPSC charges are to be borne by Vendor.
 - o) Chargeback cases should be sent for addressable on a daily basis. No direct debit is permissible.
 - p) Provider shall produce invoice for settlement/ payment on month-wise basis.
 - q) Invoice for the commission /charge /settlement shall be raised by the vendor on monthly basis. No deduction is to be made from the amount collected from the customer towards any commission /charge/settlement. Amount received from the customers shall be deposited on gross basis. The TDS will be deducted from bill as per tax provisions.
 - r) Submit Bank Guarantee with BRPL as per terms mentioned in aforementioned para 6 of this agreement.
-

These terms are applicable on all below mentioned services

(Bidder can participate in any of the activity of all)

Gateway/Online Transaction

- Transaction through Debit Card (other than Rupay Card)
- Transaction through Debit Card (RuPay)
- Transaction through Credit Card
- Transaction through Prepaid Card / Cash Card
- Transaction through UPI
- Transaction through Mobile Wallets
- Transaction through Net Banking
- Transaction through ECS (Electronic Clearing Services)
- Transaction through EBPP (Electronic Bill Presentment and Payment)
- Transaction through any other Digital mode

APPENDIX-1

The bidders have to submit the technical details along with the necessary documents for technical evaluation as listed below:

Vendor has to submit the detail for Technical detail with needful documents as per list mentioned below:

No	Feature	Category	Description	Vendor must fill/ provide for Technical Evaluation
1	Payment options	Debit Card (other than RuPay Card)	<i>Mention all the card types available on the gateway</i>	
		Credit Card	<i>Mention all the card types available on the gateway</i>	
		Debit Card (RuPay)	<i>Available(Y/N)</i>	
		Prepaid Card / Cash Card	<i>List available options</i>	
		UPI	<i>Available(Y/N)</i>	
		Mobile Wallets	<i>Mention all the wallet types available on the gateway</i>	
		Mobile Payment Apps	<i>Available(Y/N)</i>	
		Net Banking	<i>Mention all the banks aggregated</i>	
		ECS	<i>Available(Y/N)</i>	
		EBPP	<i>Available(Y/N)</i>	
2	Value Adds	Express Checkout/Save Card feature Available(Y)		
		Integration with mobile payment apps	<i>Mention those currently live</i>	
		Mobile payment interface	<i>Integration with mobile interfaces</i>	
		Email /SMS sending capability on transaction status		

		Instant receipt generation and send out available		
		Local transaction database(for checks) if required	<i>For confirming present transactions</i>	
		Collection of customer contact details		
		Additional Service offerings	<i>Pls mention any other value adds bundled along with the gateway services</i>	
		Rewards / cashback offerings to consumers		
		Gateway/Bank Downtime alerts		
		Option to integrate gateway with CRM		
3	Service Levels	Gateway uptime levels		
		P-file facility with encryption	<i>Share brief methodology for payment file sharing</i>	
		Response SLA on complaints/queries	<i>Latest cycle times(scenario wise)</i>	
		MIS in requisite format		
4	Security	Fraud rate in the past one year	<i>No. of frauds, with categorization, in the last 1 year</i>	
		Data security / server security	<i>Pl confirms whether server is PCI compliant or not.</i>	
		Velocity checks available	<i>Pls elucidate types of velocity checks available</i>	
5	Reliability	Success rate of transaction-including velocity failures	<i>as a %</i>	
		Success rate of transaction-excluding velocity failures	<i>as a %</i>	
6	Client base	Client list(Sector wise)	<i>Share a detailed list</i>	
7	Bank Guarantee	BG of minimum 10 lacs is fixed at an initial level. Further enhancement will be based on collection (two maximum days collection in a month, avg will be based on a quarter)	<i>Can be increase as per revenue collection</i>	
8	Fund remittance	Daily on T+1 basis (Before 12:00 PM, positively), where T is day of collection	<i>In case of change, please elaborate with reasons</i>	
9	Past performance	Profile, experience with other utilities/ others	<i>Share a detailed list with no of years experience in the related field</i>	
10	Financial health	Share profit/loss of past three years	<i>In case of less than three years of working, may provide data of less years</i>	

RFP should Include all existing services currently availed by BSES Consumers under Qualification Criteria which includes Electronic Bill Payment and Presentment Services (EBPP), ECS, Standing Instruction on Card etc.

ANNEXURE – I- Unit Rate towards BRPL for Transaction Amount Upto Rs. 5000/-

S.No.	Modes of Payment	MDR charges in %	Charges in Rs (INR/each)
1	Debit Card (other than RuPay Card)	0.35	NA
	(Transaction Amount Upto Rs. 2000)		
2	Debit Card (other than RuPay Card)	0.75	NA
	(Transaction Amount Rs. 2001 to Rs. 5000)		
3	Debit Card (Rupay)	NIL	NIL
4	Credit Card	0.60	1.00
5	Cash Card / Prepaid Card	NIL	NIL
6	UPI	NIL	NIL
7	Mobile Wallets	NIL	NIL
8	Net banking	NA	1.25
9	ECS	NA	2.00
10	EBPP	NA	2.25
11	Any other Digital Mode	NIL	NIL

SECTION- V- PRICE FORMAT

As per Hon'ble DERC directive, for transaction upto Rs. 5000/-, the charges & applicable taxes are borne by discoms and above Rs. 5000/- the charges & applicable taxes are borne by the consumer.

Rates towards BRPL - Transaction Amount upto Rs. 5000

S.No.	Modes of Payment	
1	Debit Card (other than RuPay Card) Transaction Amount Upto Rs. 2000	Amount shall be paid as per rates mentioned in Annexure - I
2	Debit Card (other than RuPay Card) Transaction Amount Above Rs. 2000 to Rs. 5000)	
3	Debit Card (Rupay)	
4	Credit Card	
5	Cash Card / Prepaid Card	
6	UPI	
7	Mobile Wallets	
8	Net banking	
9	ECS	
10	EBPP	
11	Any other Digital Mode	

Rates towards Consumer- Transaction Amount above Rs. 5000

S.No.	Modes of Payment	MDR %	Rs (INR/each)
1	Debit Card (other than RuPay Card)		
2	Debit Card (Rupay)		
3	Credit Card		
4	Cash Card / Prepaid Card		
5	UPI		
6	Mobile Wallets		
7	Net banking		
8	ECS		
9	EBPP		
10	Any other Digital Mode		

NOTE :

- (a) Transaction Charges for Other Mode (not mentioned in above list, may attach a separate sheet as per this price format), Unit - Per Transaction Charges (in Rs)/(%)
- (b) No slab shall be quoted for any of the above line items.
- (c) No rates in % shall be defined in above format (except MDR charges).
- (d) Charges shall remain fixed irrespective of the bank through which the transaction is being done.
- (e) Those line items whose quotes deviate from the above rate schedule or the guidelines at (b),(c) & (d) shall be not be considered.
- (f) GST shall be paid extra as per prevailing rates.
- (g) Wherever charges are not applicable, kindly write "NIL" against it.
- (h) The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.
- (i) RA is mandatory. The bids will be evaluated commercially based on the total annual value. RA methodology will be informed separately to all the qualified bidders. 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.

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

ANNEXURE- A

BID FORM

To

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

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

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

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

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

CAPITALS).....

ANNEXURE-B

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE
(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value). And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. Rs.(Rupees) and it shall remain in force upto and including . Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 2025 at

- | | | |
|----|-----------|------|
| 1. | For | Bank |
| 2. | Signature | Name |

Power of Attorney No:

Banker's Seal

ANNEXURE-C

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 2025_____.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

ANNEXURE – D
TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BRPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno- Commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event. Reverse auction shall be governed by following terms and conditions:

- 1) BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).
- 2) BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the bidder.
- 3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
- 5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
- 6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BRPL.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BRPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BRPL.
- 11) The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event.
- 12) In case RA is not conducted/concluded for any reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

ANNEXURE-E

(To be on a non-judicial stamp paper of Rs.100/-)

NON-DISCLOSURE AGREEMENT

This agreement, made this ____ day of _____, 20____, at _____

BETWEEN

BSES Rajdhani Power Limited, a power utility Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at BSES Bhawan, behind DTC Bus Terminal, Nehru Place, New Delhi-110019(hereinafter referred to as "**BRPL**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) and

AND

<Client Company Name>....., a Company incorporated under the provisions of the Companies Act, <Year>..... and having its registered office at <Client Company Address>

....., (hereinafter referred to as "<Vendor>"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) of the Other Part;

WHEREAS:

“BRPL” a power utility Company is engaged in the business of Distribution of Electricity

- A. “BRPL” requires the services of “<Client Company Name>.....” for providing solutions which shall broadly focus on <purpose>..... (hereinafter referred to as the “**Purpose**”)
- B. In the process of providing the services / proof of Concept for the purpose, BSES would provide and hand over to the “<Client Company Name>”..... the personal, sensitive, confidential data, and Proprietary Information and Data relating to business operations of BSES, its customers and business associates and also technical and technological information and secrets belonging to BSES, its customers and business associates
- C. BRPL desires to protect the said confidential and proprietary information and data as the disclosure of confidential information of BRPL to the industry, general public, or third parties could seriously jeopardize the intellectual property rights/ any other rights of BRPL.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term “PERSONAL INFORMATION” and “SENSITIVE PERSONAL DATA” shall have the meaning as provided in The Information Technology (Reasonable Security Practices and

Procedures and Sensitive Personal Data or Information) Rules, 2011 or as assigned in any other law in India and as amended from time to time.

2. The term "CONFIDENTIAL INFORMATION" shall include any confidential / proprietary / non-public information relating to the business of the respective parties, including but not limited to samples, formulae, manufacturing/development processes, specifications, drawings and schematics, however, the "Confidential Information" shall mean and include the technical and technological information and secrets relating to software, computer system, equipment, local area network and wide area network, network infrastructure and equipment, network designs/architecture, system passwords, login-ID's and commercial , marketing, financial and other information, data, ideas, programs, operations, processes and documents relating to the business or technology of (the "BRPL") or any of its affiliates which is disclosed either prior to or after the date of this Agreement by parties i) to each other ii) either of its affiliates or iii) a third party on or behalf of the BRPL or any of its affiliates, to the other party (the "Vendor") either in oral or written form, or through any other form of communication, and which was designated to be confidential and proprietary and shall include this Agreement as well as the intention of parties to explore the entering into of a business relationship with each other.

3. ACCEPTANCE TO BRPL INFORMATION SECURITY POLICY

- i. BRPL (BSES Rajdhani Power Limited) has legal ownership of the contents of all files created, processed, stored on its computers/ network systems as well as the data/ email/ messages transmitted in its network.
- ii. BRPL reserves the right to access the information given to the Vendor/ Consultant for processing without prior notice whenever there is a genuine need.
- iii. BRPL may in order to ensure cyber security/ protection of its data/ resources monitor, access, retrieve and read the information originating/ transmitted/ terminating in its network irrespective of user.
- iv. All the users accessing the network of BRPL are encouraged not to share their personal information on the computer/ network of BRPL computers, resources and removable disks. If Users choose to share such personal information, the information may be monitored at the risk of Users.
- v. All users/vendors/consultants must return or ensure secure destruction of BRPL information, storage media, documentation, and computer/networking equipment in a permissible manner, before they leave a particular assignment, either on transfer or on the end of the contract or resignation.
- vi. The undersigned has read the Information security policies and procedures and understand the policies and procedures of BRPL. The undersigned agreed to abide by the information security policies and procedures described therein as a condition of continued employment / contract. The Vendor undertakes to abide by all the rules and regulations applicable to Personal/ Sensitive/ Confidential Data under the Information Technology Act, 2000, or any other law as applicable from time to time and also the direction issued by the Regulator, Delhi Electricity Regulatory Commission.
- vii. The BRPL has all the rights to claim damages for any loss of Personal/ Sensitive/ Confidential data including any liability arising to the third party due to the default/ failure of the Vendor to protect such data in terms of present agreement. The liability arising out of such default shall

include the litigation cost, liability payable to third party and also any loss of reputation/ goodwill caused to the BRPL.

- viii. That the Vendor agrees that the Non-compliance of the terms of this agreement and/or any of the policy of BRPL associated with the privacy policy, can result in disciplinary actions, revocation of systems privileges and includes termination of agreements/services, if any, claim of damages and such other actions as specified in other clauses of this agreement or the principle agreement.

4. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

Notwithstanding anything contained herein, the obligation as to confidentiality herein shall not apply to the following, provided the VENDOR can establish the same with a competent proof, that:

- a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by the BRPL;
 - b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by the BRPL to the VENDOR, was in public domain;
 - c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by the BRPL to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.
 - d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;
 - e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;
 - f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law;
- The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

5. OBLIGATIONS OF THE VENDOR

- a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of the BRPL (which consent may be withheld arbitrarily, and shall keep the same strictly confidential.
- b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to any one other than those who are required to have such access for the purpose of the EVALUATION.
- c. The VENDOR may disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.

- d. The VENDOR shall notify the BRPL upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorised use of CONFIDENTIAL INFORMATION.
- e. The VENDOR shall not, without the written permission of the BRPL, make copies of the CONFIDENTIAL INFORMATION, or any part thereof.
- f. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify the BRPL about the same, so as to enable the BRPL to obtain appropriate protective order, if any. The VENDOR will exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to the BRPL arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.
- g. The Vendor having access to Personal/ Sensitive/ Confidential data of BRPL shall apply security standards in a manner compatible to reasonable security standards as applied by the BRPL including ISO 27001 and other security policies and also in terms of Rule 8 of The Information Technology (Resonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The Vendors shall be responsible to ensure adherence to the security standards of all the access by their employees/ consultants etc
- h. The Vendor shall securely delete the Personal/ Sensitive/ Confidential data which comes into its possession by virtue of this agreement and also sanitize the digital media as per the Security Policy of the BRPL.
- i. The Vendor undertake to acquaint itself with the Information security policies and procedures and understand the policies and procedures therein which are published in the intranet. The undersigned agreed to abide by the information security policies and procedures described therein as a condition of continued engagement/ contract.

6. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision by the VENDOR to not to continue with any any arrangement/ agreement or immediately upon the request of the BRPL, the VENDOR shall promptly return and/or procure the return of the CONFIDENTIAL INFORMATION, and all copies (whether or not lawfully made or obtained) of the same or any part of thereof, as well as all analysis, computations, studies or other documents or information prepared, which is based upon, contains or refers to or to any part of, the CONFIDENTIAL INFORMATION, to the BRPL or to any party designated by the BRPL in this behalf, or destroy the same as may be advised by the BRPL, and shall confirm by way of a written certificate to that effect to the BRPL, and also further confirm that the VENDOR has not reproduced or retained any samples, originals or copies of any part of the CONFIDENTIAL INFORMATION; except that the VENDOR could keep a single copy of the CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

7. TENURE OF THE AGREEMENT

The Agreement shall be valid for a period of _____ years from the date thereof, or till parties enter into definitive Agreement of business relationship arising out of the or any earlier determination of this Agreement effected by the BRPL by requisitioning the return of the

CONFIDENTIAL INFORMATION, whichever is earlier. The Vendor shall continue to be liable for any breach of Personal/ Sensitive/ Confidential data given by the BRPL even after the termination of main agreement.

8. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

The BRPL makes no representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed to the VENDOR, and accordingly no liability accrues to the BRPL for any damage, injury or loss resulting from the use of the CONFIDENTIAL INFORMATION.

9. RELATIONSHIP PRESUMPTIONS

- a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with the BRPL.
- b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any licence under any patents, trade marks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of the BRPL.
- c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee between the parties hereto, or creating or authorising any party to create any commitment on behalf of the other party or any charge on the other party.

10. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The VENDOR understands and acknowledges that, due to the unique nature of the CONFIDENTIAL INFORMATION of the BRPL, any unauthorised disclosure of any portion thereof shall cause irreparable damage / injury to the interest of the BRPL and that monetary relief will not be adequate or complete remedy to compensate for such damage/injury. Accordingly, the VENDOR hereby acknowledges that the BRPL shall be entitled to injunctive relief and / or a remedy of specific performance in the event of any unauthorised disclosure by the VENDOR or by any of its said employees or the said associates, in addition to whatever remedies it might have in law or in equity.

11. ENTIRE AGREEMENT

This Agreement represents the intentions of the parties hereto, in entirety, on the subject matter hereof, and shall supersede anything outside this Agreement relating to the subject matter hereof.

12. SEVERABILITY

If any part of this Agreement becomes or is discovered to be unlawful and / or unenforceable, and if the remaining Agreement could be separated from such part, then the remaining Agreement shall be deemed to continue in such reduced form.

Non-assignment - Save as expressly agreed by the parties hereto in writing, no right or obligation under this Agreement can be assigned to any other party.

Waiver - No waiver or modification of this Agreement will be binding upon the parties unless made in writing and signed by a duly authorised representative of such parties. Further, failure or delay in enforcing any right under this Agreement shall not amount to a waiver of such right.

Modifications - This Agreement may not be modified except in writing, signed by the parties hereto, through their duly authorised representatives.

Jurisdiction & Arbitration - This Agreement shall be governed by and construed in accordance with the Laws of India (without reference to the rules relating to the conflict of laws), under the jurisdiction of the Courts at Delhi.

Any dispute or difference with respect to the construction or interpretation of any of the clauses hereof, or as to the meaning or effect thereof, which could not be resolved amicably between the parties hereto, shall be referred to arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended or re-enacted. Each party hereto shall appoint one arbitrator. Both these arbitrators shall jointly appoint a third arbitrator. The Venue of arbitration shall be Delhi. The fees of the arbitrators shall be shared equally.

Related Party Acts -

- a. Any act or omission which if it were an act or omission of the VENDOR would be a breach of this Agreement on its part, be deemed to be such an act or omission for which the VENDOR is responsible when done or omitted to be done by a third party, if –
 - i) such third party is controlled by or controls, the VENDOR, or
 - ii) both, such third party and the VENDOR, are under the common control of any other party

Two originals

This Agreement shall be executed in three copies, each of which shall constitute an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorised representatives, as on the date hereof.

<p>For</p> <hr/> <hr/> <p>(name & title)</p>	<p>For <Client Company></p> <hr/> <p>–</p> <hr/> <p>(name & title)</p>
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Witnesses: 1. 2.	Witnesses: 1. 2.
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***** End of BRPL NDA (Services) *****

ANNEXURE -F
FORMAT FOR PRE BID QUERY SUBMISSION

S. No	Query Type Technical/ Commercial	Page No	Clause No	BRPL Clause	Bidder Query	Bidder Company Name	Bidder Contact Person	Bidder Contact No	Bidder Email ID
1.									
2.									
3.									

ANNEXURE-G
Communication Details

Bidder should furnish the below details for future communication:-

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

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

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