BSES Rajdhani Power Limited

Tender Notification for

"RATE CONTRACT FOR REFILLING OF CARTIDGES AND TONERS FOR VARIOUS TYPES OF PRINTERS IN BRPL"

NIT NO: BR/ENQ/26-27/FK/CR/KB/3005

DT 20-01-2026

Due Date for Submission of Tender: 27-01-2026, 1500 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U40109DL2001PLC111527
Telephone Number: +91 11 4920 9955
Website: www.bsesdelhi.com

BSES RAJDHANI POWER LIMITED

BSES Rajdhani Power Limited

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SECTION - I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **"RATE CONTRACT FOR REFILLING OF CARTIDGES AND TONERS FOR VARIOUS TYPES OF PRINTERS IN BRPL".**

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below**.**

The sealed envelopes shall be duly super scribed as-

"RATE CONTRACT FOR REFILLING OF CARTRIDGES AND TONERS FOR VARIOUS TYPES OF PRINTERS IN BRPL".

"NIT NO: BR/ENQ/26-27/FK/CR/KB/3005 DT 20-01-2026"

BRPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.1).

Estimated cost of work	: Rs.13,00,000/- (Including GST) per annum (Initial contract will be given for One (1) Year. Order will be issued on per annum basis based on performance review.
Earnest money Deposit	: Rs. 26,000/- (Rs Twenty Six Thousand Only)
Validity Period	: 3 Years (from date of issuance of order)
Tender documents on sale	: 20-01-2026 (working days)
Date & time of Submission of Tender	: 27-01-2026 till 15:00 HRS
Date & time of opening of Tender (Opening of technical bid)	: 27-01-2026 till 15:30 HRS

The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com.

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:

a. Request for quotation/ Notice Inviting Tender
b. Instructions to bidders
c. Terms & conditions, annexure
d. Bill of Quantities/ Price Format / Bid form/BG Format

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1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.

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

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

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.

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

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

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

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

Beneficiary Name : BSES Rajdhani Power Limited
Bank Name : State Bank of India (SBI)
A/c No. : 40214783615
IFSC Code : SBIN0009601

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

1.3 Qualifying Criteria:-
The prospective bidder must qualify all of the following requirements to become 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.

1.3.1 TECHNICAL QUALIFYING CRITERIA:

BRPL wishes to establish Rate Contract for Refilled Cartridges in BRPL.

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.

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1. The bidder shall use high-quality toner powder that meets OEM or equivalent approved specifications.
2. The bidder shall replace worn components (such as the drum, PCR – Primary Charge Roller, wiper blade, and seals) as required, and shall perform a post-refill test print to verify output quality.
3. The bidder shall confirm that the page yield of the refilled cartridge closely matches the OEM-specified yield.
4. The bidder shall provide a guarantee that the refilled cartridges will not cause any damage to the printer (e.g., no leakage, and no adverse impact on the fuser or imaging drum).
5. The bidder shall specify their operational capacity, including the number of cartridges they can refill within a given time frame.
6. The bidder shall provide technical support in case any issues arise from the use of refilled cartridges.
7. The bidder shall demonstrate a minimum of five (5) years of experience in toner refilling or re-manufacturing and shall provide a list of clients (minimum 3) currently being serviced for refilled cartridges.
8. The bidder shall agree to all contractual terms, including liability for printer damage, quality assurance, and other related obligations.
9. If cartridges is not provided in time a penalty of Rs. 400 is levied per day.
10. Bidder should have technically separate handling for different printer models and brands refilling the toner cartridges.
11. Bidder`s should have well qualified engineer team to resolve the laser jet printer issue if may occur to use of the refill toner cartridges.

1.3.1 **COMMERICIAL QUALIFYING CRITERIA :**

- The bidder should be a public/private limited company registered under Companies Act, 1956.
- The bidder should have registered a minimum average turnover of Rs.1 Crore during the financial years 2022-23, 2023-24, 2024-2025. Bidder to provide UDIN based CA certificate / financial statement as proof of the same.
- 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.
- Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.
- Bidder should have valid Registration No. of GST Tax, whichever is Applicable;

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

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

- No joint ventures/ consortiums are allowed.

- 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.

- 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.

- Please note that by participation in tender and submission of bid, the bidder authorize BRPL to verify the bidder’s credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client. If required, BRPL may also direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL. That upon demand the bidder shall be providing such details to BRPL within timelines provided by BRPL. Further in case any of the documents/certificates/information submitted by the bidder is found to be false or forged or the default from the side of bidder in providing the details for verification, BRPL at its sole Discretion shall be free to take all actions as permitted under law, including forfeiture of EMD 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.

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

- ✓ Last three Financial Years (FY 2022-23, 2023-24, 2024-2025) financial statement
- ✓ Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns i.e upto FY 2024-25
- ✓ PF, ESI registration copy
- ✓ 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

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- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.

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
Ist Floor, "C" Block, BSES Bhawan
Nehru Place.
New Delhi-110019

PART A: **TECHNICAL BID** comprising of following:

1) EMD of requisite amount
2) Documentary evidence in support of qualifying criteria
3) Technical Literature if any.
4) Any other relevant document
5) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period ,Payment terms ,BG etc

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

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION-V

TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1.	Technical/Commercial Queries, if any	All Queries related to RFQ to be mailed to Kuber.bhatia@relianceada.com in the following in Annexure VI format one day before Pre-Bid Meeting date.	22.01.26
2.	PART-A Technical and Commercial Bid	EMD of requisite amount Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions, Payment terms, Check List Documents etc.	27.01.26
3.	PART-B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	27.01.26
4.	Date & Time of Online Pre-Bid meeting	https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m3e7ac52e1050045aab058b92d367fb49 Friday, January 23, 2026 2:00 PM | 5 hours 30 minutes | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi	23.01.26

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		Meeting number: 2513 120 6594	

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. 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.

FINANCIAL BID EVALUATION THROUGH 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 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-III in this tender document. Training/details shall be provided to bidders before participation in auction.

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

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

1.4.2 Award Decision

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

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.

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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.

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

"Nil/Zero" Margin or Administrative Service Charges of Bidders will be considered as "Unresponsive". Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly on the bidders.

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 market place rules or engage in behavior that disrupts the fair execution of the market place 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.
- Misinterpretation of facts.

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

	Technical	**Commercial**

BSES RAJDHANI POWER LIMITED

Contact Person	Head (IT) Copy to : Head (Contracts)	Contracts
Mail ID	Nitin.galande@reliancegroupinida.com Mahdi.khan@reliancegroupindia.com	Amitava.nandi@reliancegroupindia.com Bhaskar.chattopadhyay@reliancegroupindia.com Kuber.bhatia@reliancegroupindia.com
Address	BSES Bhawan, BSES Rajdhani Power Ltd , Nehru Place, New Delhi	Contracts & Materials Deptartment., BSES Rajdhani Power Ltd, Ist Floor, "D" Block, BSES Bhawan, Nehru Place New Delhi-110019

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SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES Rajdhani Power Ltd, hereinafter referred to as "The Company "are desirous of awarding work for "**RATE CONTRACT FOR REFILLING OF CARTRIDGES AND TONERS FOR VARIOUS TYPES OF PRINTERS 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 for **"RATE CONTRACT FOR REFILLING OF CARTRIDGES AND TONERS FOR VARIOUS TYPES OF PRINTERS IN BRPL**". For details refer Section – IV.

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 give 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
Commercial Terms & Conditions	- Section –III
Details of Resources	- Section- IV
Price Format	- Section- V
Annexure	

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

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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.

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

BSES RAJDHANI POWER LIMITED

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 Clauses15.0 and16.0.

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

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be 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 super scribed with —“Tender Notice No. & Due date of opening“.

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

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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 Clause9.0,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.

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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

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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.

25.00 THE COMPANY ’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR A LL 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.

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

“Nil/Zero” Margin or Administrative Service Charges of Bidders will be considered as “Unresponsive”. Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly.

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 to any extent 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 FRADULENT 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

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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;
"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.

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SECTION – III: TERMS AND CONDITIONS

1. Definition

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

1.0 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019, Corporate Identification Number : U74899DL2001PLC111527, Telephone Number : +91 11 3009 9999, Fax Number : +91 11 2641 9833 , Website : www.bsesdelhi.com and shall included its authorized representatives, agents, successors and assigns

1.2 Contractor: The term "Contractor" shall means successful bidder, and shall include its authorized representatives, agents, successors and assigns.

1.3 Order Rate: The terms Order Rate shall mean the rate as mentioned at Annexure for in this work order and payable to the contractor for the full and proper performance of the jobs covered under this work order.

1.4 Site: The term "Site" shall mean the working location in South & West Circle of BRPL

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be Head IT or their nominated representatives.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:
The contractor is deemed to have visited the site of the work under the order and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

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

4.0 SCOPE OF WORK:

As per section – IV of this tender document.

5.0 CONTRACT PRICE:
The contract is on unit rate basis .Unit Rate shall be as finalized through this tender and this rate will be remain firm and final for 03 years, 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.

Any change in the minimum wages during the contracting period, the impact only in the wages of the employees will be effected in the contract on actual basis. There will be no change on margin amount on account of revision in minimum wages.

6.0 TAX & DUTIES:

Prices shall be inclusive of all taxes and duties (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 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.

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

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

100% payment shall be released on monthly basis on submission of bill and duly verified by Officer In-charge.

The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check Point's given in check list. The check list shall be provided by Officer in Charge.

8.0 HUMAN RESOURCE CLAUSE:

i. The contractor would execute these works through their own resources.
ii. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also, the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury
iii. The contractor to deploy their manpower immediately for carrying out the work as specified above.
iv. The contractor shall not deploy the manpower below the age of 18 years.
v. The contractor shall not deploy the female manpower between 7 pm to 6 am
vi. The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the company indemnified against all losses , damages and claims arising thereof . The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
vii. All safety wears required for the contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing company's work.
viii. The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the company at site. The company shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.
ix. The company reserves the right to demand the contractor's services on holidays as well as beyond the normal working hours.
x. The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the company's interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.
xi. The contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

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xii. The contractor's employees shall not be treated as company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the company's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xiii. The contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

a) The Child Labour (Prohibition and Regulation) Act, 1986.
b) The Contract Labour (Regulation and Abolition) Act, 1970.
c) The Employee's Pension Scheme, 1995.
d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
e) The Employees State Insurance Act, 1948.
f) The Equal Remuneration Act 1976.
g) The Industrial Disputes Act, 1947.
h) The Maternity Benefit Act 1961
i) The Minimum Wages Act, 1948
j) The Payment of Bonus Act, 1965.
k) The Payment of Gratuity Act, 1972.
l) The payment of Wages Act, 1936.
m) The Delhi Shops & Establishment Act, 1954.
n) The Workmen's Compensation Act. 1923.
o) The Employer's Liability Act, 1938.

9.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

9.1 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.

9.2 The Contract Performance Bank Guarantee shall be of 10% of the total value of order and shall be valid till contract validity, plus three (3) months towards claim period.

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

9.4 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.

9.5 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.

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10.0 STATUTORY PERMISSION/ APPROVALS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to:
The Contractor must submit the following before awarding First Order and these shall be renewed time to time:

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

(All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

a) Third party Insurance Policy before start of work.
b) To follow Minimum Wages Act prevailing in the state.
c) To maintain First Aid Box at Site.
d) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
e) Workman Compensation Policy.
f) Labour license before start of work.

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

11.0 WORKMEN COMPENSATION:

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

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

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

12. THIRD PARTY INSURANCE:

The Contractor shall, prior to commencement of the jobs under this Work Order, take at his own cost a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside agency/ company engaged or not engaged for the performance of the Services and arising out of the execution of the work or temporary work or in carrying out of jobs under this Work Order.

13. ACCIDENTAL INSURANCE POLICY FOR LIFE COVER:

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The contractor shall furnish copy of policy when demanded by BRPL.

14. COVID Guidelines:

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

15. STAFF AND WORKMAN

(I) It shall be responsibility of contractor, if applicable:

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

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

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

a) Register of workmen.

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

The records shall be in the prescribed formats only.

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

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

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

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

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

16.0 SAFETY CODE:

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

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

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

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

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

17.0 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

18.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

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

All contractors' staff is accountable for the following:
1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition.
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

19.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves alldisputes 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 shall be undertaken by sole arbitrator jointly appointed by the parties. In case failure by the parties in appointing the sole arbitrator, the same shall be appointment under the provisions of Arbitration and Conciliation Act 1996 and

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the award of the said sole arbitrator shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with the provisions of theIndian 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.

20.0 FORCE MAJEURE:

The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order.

21.0 SECRECY CLAUSE:

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

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 Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

22.0 TERMINATION: in case the Contractor;

a) becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Contractor is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Contractor takes or suffers any other analogous action in consequence of debt.

b) Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.

c) In the judgment of the Company, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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For the purpose of this Sub-clause

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

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

d) Has abandoned or repudiated the Contract

e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.

f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.

g) Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

The Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice the Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.

In case, Contractor fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at contractors' risk and cost, the same shall be recovered from the amount payable to the Contractor.

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Company reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case, the Company shall have the right to forfeit the entire / part amount of PBG/Security Deposit.

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23.0 Termination by Employer for Convenience

The Employer shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving a written notice of 07 days to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

24.0 EFFECTIVE DATE AND VALIDITY:

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 three (03) year.

This order shall become effective for all purposes from date of issuance and continue to remain in force for a period of Two year. The contract performance shall be reviewed after 1 year 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.

25.0 ACCEPTANCE:

Acceptance of this order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, complete scope of work and the Contractors and Company's contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.
The Company reserved the right to instruct to change the Engineer, Supervisor, skilled / unskilled worker in case the workmanship or speed of work is not satisfactory.

26.0 BIDDER CODE OF CONDUCT:

Bidder confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by bidders encapsulated in the “Bidder Code of Conduct” displayed on the official website ofBRPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.

Bidder undertakes that he shall adhere to the Bidder code of Conduct and also agrees that anyviolation of the Bidder Code of Conduct shall be treated as breach of the contract/PO/WO.

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

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

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SECTION–IV: SCOPE OF WORK

1.0 Scope of Work

Scope of work will include following:

1.1 The scope of said Contract includes replacement of key parts and refilling of toner powder in the used toner cartridges. Empty /used toner cartridges for reconditioning /refilling will be provided by the BRPL.

1.2 The Contractor will have to provide refilling of cartridges as and when required basis.

1.3 Key parts to be replaced in reconditioning/ refilling of toner cartridges will be as per following specification:

a) Toner Powder (Finest quality)
b) Wiper blade
c) Doctor Blade
d) Magnetic roller
e) Soft PCR
f) Recovery Blade

1.4 Quantity of toner cartridges and the output / yield and printing quality of refilled toner cartridges should be equal to that of Original Equipments Manufacturers (OEM).

1.5 Empty toner cartridges shall be picked up / collected form our BRPL Stationary store, Nehru Place, New Delhi, for reconditioning purpose free of cost by the firms.

1.6 Empty toner cartridges provided by BRPL will be marked as "Supplied by BRPL" to ensure that the firm /bidder supply the same back after reconditioning/ refilling and contractor will marked how many times empty cartridges to be refilled. If the cartridges is in non repairable condition than same will be return to our stationary store.

1.7 The Contractor will provide the comprehensive AMC for repairing & maintenance of all printers installed at various offices in BRPL with free of cost.

1.8 The Contractor will provide all consumable items free of cost during repairing & maintenance of printers except physical damage of printers.

1.9 If any complaint received from our user deparment regarding printer, contractor will be responsible to attend the complaint immediately as per instruction of our Engineer-in-charges.

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Projected Qty per Annum:

Refilled Toners / Cartridges Breakup For Laser Printers			
S. No.	**Toner Cartridge No.**	**Printer Model No.**	**Qty in NOS**
1	Cartridge-HP LJ-78A	202DN/ 6230DN	850
2	OPC Drum-HP LJ-78A		300
3	Cartridge-HP LJ-30A	203DN	200
4	OPC Drum-HP LJ-32A		200
5	Cartridge-HP LJ-28A	403N	300
6	OPC Drum-HP LJ-28A		95
7	Cartridge-HP LJ-05A	2015DN	50
8	OPC Drum-HP LJ-05A		20
9	Cartridge-HP LJ-88A	1606DN/1108/425DN /108DW/1008/1218/126NW	640
10	OPC Drum-HP LJ-88A		130
11	Cartridge-HP LJ-51A	3005N	60
12	OPC Drum-HP LJ-51A		30
13	Cartridge-HP LJ-12A	1020/1022N	550
14	OPC Drum-HP LJ-12A		151
15	Cartridge-HP LJ-55A	3015N	60

16	OPC Drum-HP LJ-55A		50
17	Cartridge-HP LJ-87A	501DN	100
18	OPC Drum-HP LJ-87A		50
19	Cartridge-HP LJ-77A	305DN	250
20	OPC Drum-HP LJ-77A		150
21	Cartridge-HP LJ-89A	506DN/507DN	250
22	OPC Drum-HP LJ-89A		52
23	Cartridge-HP LJ-137A	208DW	200
24	OPC Drum-HP LJ-137A		55
25	Cartridge-HP LJ 166A	1008A	250
26	OPC Drum-HP LJ-166A		51
27	Cartridge-HP LJ 152A	4004dn	250
28	OPC Drum-HP LJ-152A		51

SECTION–V: PRICE FORMAT

S. No.	Toner Cartridge No.	Printer Model No.	Quantity in NOS	Rate without GST (In Rs.)	GST In %	Rates with GST (In Rs.)	Amount with GST = Rates with GST X Quantity (In Rs.)
1	Cartridge-HP LJ-78A	202DN/ 6230DN	850				
2	OPC Drum-HP LJ-78A		300				
3	Cartridge-HP LJ-30A	203DN	200				
4	OPC Drum-HP LJ-32A		200				
5	Cartridge-HP LJ-28A	403N	300				
6	OPC Drum-HP LJ-28A		95				
7	Cartridge-HP LJ-05A	2015DN	50				
8	OPC Drum-HP LJ-05A		20				
9	Cartridge-HP LJ-88A	1606DN/1108/425DN /108DW/1008/1218/126	640				
10	OPC Drum-HP LJ-88A		130				

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		NW					
11	Cartridge-HP LJ-51A	3005N	60				
12	OPC Drum-HP LJ-51A		30				
13	Cartridge-HP LJ-12A	1020/1022N	550				
14	OPC Drum-HP LJ-12A		151				
15	Cartridge-HP LJ-55A	3015N	60				
16	OPC Drum-HP LJ-55A		50				
17	Cartridge-HP LJ-87A	501DN	100				
18	OPC Drum-HP LJ-87A		50				
19	Cartridge-HP LJ-77A	305DN	250				
20	OPC Drum-HP LJ-77A		150				
21	Cartridge-HP LJ-89A	506DN/507DN	250				
22	OPC Drum-HP LJ-89A		52				
23	Cartridge-HP LJ-137A	208DW	200				
24	OPC Drum-HP LJ-137A		55				
25	Cartridge-HP LJ 166A	1008A	250				
26	OPC Drum-HP LJ-166A		51				
27	Cartridge-HP LJ 152A	4004dn	250				
28	OPC Drum-HP LJ-152A		51				
TOTAL WITH GST (IN Rs.)							

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Note:

1) Rate for the scope of work as defined in Section – IV-Scope of work.
2) Rate will be firm for 03 years.
3) Above mentioned rates are submitted by bidder with

Bidder Person's Name

Bidder Contact No

Bidder's Company Name

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ANNEXURE – II

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 bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BRPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.
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- III - 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

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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..... 2026
Signature..... In the capacity of .....duly authorized to sign for and on behalf of(IN BLOCK

CAPITALS).....

ANNEXURE-IV

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 1OO/- 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);

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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 dIe 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) 5hall 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 pall of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part if 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 d1e 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 tbe 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

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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 hive 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 % o the Contract Value ie. 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 3months 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 2026 at

1. For Bank

2. Signature Name

Power of Attorney No:

Banker's Seal

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ANNEXURE-V

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this_____ day of_____ 2026____.

THE CONDITIONS of this obligation are:

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

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

(a) Fails or refuses to execute the Contract Form, if required; or
(b) Fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions;

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

This guarantee will remain 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-VI

Communication Details

Bidder should furnish the below details for future communication:-

GENERAL INFORMATION	
NAME OF COMPANY	
POSTAL ADDRESS	

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

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

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ANNEXURE-VII

Pre – Bid Query Format

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									

APPENDIX - VIII

LITIGATION HISTORY

Year	Name of client	Details of contract & date	Cause of Litigation/ arbitration and dispute	Disputed amount

BSES Rajdhani Power Limited

APPENDIX - IX
CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

Year	Name of client	Details of contract & date	Value of outstanding work	Estimated completion date

APPENDIX - X

FINANCIAL DATA

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 24-25	FY 23-24	FY 22-23	FY 21-22	FY 20-21
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

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Annexure - IX
COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1.	Validity	03 Years from the due date of submission or amended due date of submission.	
2.	Price basis	a) **Firm**, FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Unloading at stores - in bidder's scope c) Transit insurance in BRPL scope	
3.	Payment terms	100% payment shall be released on monthly basis on submission of bill and duly verified by Officer In-charge. The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check Point's given in check list. The check list shall be provided by Officer in Charge.	
4.	Contract Period	03 Years - Initial contract will be given for One (1) Year	

		and extend for next 02 Years on performance basis	
5.	Penalty	If cartridges are not provided in time a penalty of Rs. 400/- is levied per day.	
6.	Performance Bank Guarantee	As per Page no 16 of Tender	

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CHECK LIST
(MUST BE ATTACHED WITH BID DULY FILLED)

Sl No	Description	Compliance	Page No.
1.	INDEX	YES/NO	
2.	COVERING LETTER	YES/NO	
3.	BID FORM (UNPRICED) DULY SIGNED	YES/NO	
4.	BILL OF MATERIAL (UNPRICED)	YES/NO	
5.	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO	
6.	TECHNICAL BID	YES/NO	
7.	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO	
8.	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO	

9	EMD IN PRESCRIBED FORMAT	YES/NO	
10.	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO	
11.	FINANCIAL DATA IN TABULAR FORMAT	YES/NO	
12.	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS	YES/NO	
13.	NO LITIGATION CERTIFICATE	YES/NO	

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