

BSES RAJDHANI POWER LTD (BRPL)

Notice Inviting Tender (NIT)

for

**“AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER
READING, MAINTENANCE & INSTALLATION IN BRPL”**

NIT No.: CMC/BR/24-25/RB/CR/AS/1212

Dated: 15.06.2024

Due Date for Submission of Tender: 05.07.2024, 15:30 HRS

Date and Time of opening: 05.07.2024, 15:45 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi – 110019.

Corporate Identification Number: U74899DL2001PLC111527

Website : www.bsesdelhi.com

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

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**CHECK LIST
(FOR BID SUBMISSION)**

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
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SECTION- I REQUEST FOR QUOTATION (RFQ)

SECTION- I
REQUEST FOR QUOTATION (RFQ)

1. GENERAL

BSES Rajdhani Power Limited invites sealed tenders on a “Single Stage: Two Envelope” bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for **“AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL”**

- 1.1. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.
- 1.2. The sealed envelopes shall be duly super-scribed as:

“NIT No.: CMC/BR/24-25/RB/CR/AS/1212 Dated: 15.06.2024”

for

“AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL”

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

Cost of Tender Documents (Non- Refundable)	Rs. 1180/- (including GST)
Estimated Cost of Work	Rs. 1.41 Cr.
Earnest money Deposit	Rs 2.42 Lakh
Duration of the Work	1 Year
Tender documents on sale	15/06/2024 to 05/07/2024 (Working days)
Date & time of Submission of Bid	05.07.2024 till 15:30 HRS
Date & time of opening of Techno-Commercial Bid	05.07.2024 till 15:45 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 Dept.
BSES Rajdhani Power Limited
1st Floor, “C” Block, BSES Bhawan
Nehru Place, New Delhi -110019.

- 1.4. Only DD shall be accepted for tender fees.
- 1.5. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

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

3 EMD

- 3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder 's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following forms:
 - (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Rajdhani Power Limited valid for 6(six) months from original due date of bid submission.
 - (b) Fixed Deposit (lien marked in favor of BSES RAJDHANI POWER LTD) valid for 6(six) months from original due date of bid submission.
- 3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

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

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

- 3.3. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be returned within 8 (Eight) weeks after award of the work.
- 3.4. The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.
- 3.5. The EMD may be forfeited in case of:
 - (a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
 - (b) The successful Bidder does not
 - (i) Accept the Purchase Order/Work Order, or
 - (ii) Furnish the required CPBG as per tender terms
 - (c) The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4 QUALIFYING REQUIREMENTS (QR)

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

TECHNICAL CRITERIA:

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

- a. Bidder should have experience of meter downloading in any power distribution in any of the last 5 financial years (FY19-20 to FY 23-24). Such experience of the bidder shall not be for less than 12 continuous months.
- b. Bidder should have experience of HT meter installation & CT meter installation along with its maintenance at Sub/Stn in any power distribution utility in any of the last 5 financial years (FY19-20 to FY 23-24). Such experience of the bidder shall not be for less than 12 continuous months.
- c. Bidder should enclose work order copies and performance certificates on client letterhead in support of relevant experience &
- d. Bidder should have a valid Electrical License issued by Delhi Govt. for doing electrical works in Delhi region.
- e. Necessary purchase order /LOI /Contract along with work details as proof of services provided for the last 5 Financial years needs to be submitted.

COMMERCIAL CRITERIA:

- a. The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY23-24, FY22-23 & FY21-22) should not be less than Rs. 1 (One) Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- b. The bidder must provide proof of having solvency of an amount equal to Rs 0.50 Crore from any nationalized/ scheduled commercial bank. It should not be older than 01.01.2024.
- c. Bidder should have Registration of GST & PAN.
- d. Bidder should fulfill all statutory compliances like PF, ESI registration.
- e. The bidder should possess valid Electrical Contractor License issued by competent statutory agency to undertake work in NCT Delhi. In case the bidder is not having this license, they have to give the undertaking that it will be obtained by them before the start of the work at site or suitable sub-contractor having the valid license shall be engaged for works at site with the approval of BRPL where copy of valid license shall be submitted to BRPL before the start of the work.
- f. Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letterhead in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.

- g. 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, 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 of BRPL & Its group companies for an indefinite period or period as may be decided by BRPL.
- h. 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.

OTHER REQUIREMENTS:

- a. Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- b. No Joint ventures / consortiums are allowed.
- c. The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to the following:
- d. Last three Financial Years (FY 23-24, FY 22-23 & FY 21-22) audited financial statement along with UDIN based CA certificate.
- e. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2024, herein collectively called as “Statutory dues” and there is no liability over the bidder relating to deposition of such statutory dues.
- f. Detail of Banks and Fund & Non fund based Credit limit
- g. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
- h. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
- i. Organization Chart of the Bidders Company/organization
- j. Organization chart for execution of the contract
- k. Experience details with credentials
- l. Number of Employees & necessary details
- m. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
- n. Work order / Agreement copies along with performance certificates in support of relevant experience.
- o. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
- p. Net worth certificate as elaborated in financial QR
- q. List of pending litigation with government/other institution on account of executing any order.
- r. Copy of ESI/PF Registration certificate
- s. Copy of PAN/GST no.
- t. Copy of GST Return of last Financial Year.
- u. Copy of valid Electrical License
- v. Non-Disclosure Agreement (NDA) as per format attached
- w. Bidder's details as per format attached

- x. Solvency Certificate
- y. An undertaking to provide all Tools & Plants , PPEs as per tender scope
- z. The bidder should enclose performance certificates in support of relevant experience.
- aa. For Existing vendors of BRPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BRPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.
- bb. BRPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

5 PRE-BID MEETING:

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

The details of the proposed Webex Meeting (if applicable) are given below: -

Time: - June 25th, 2024 3:00 pm India , NIT No.: CMC/BR/24-25/RB/CR/AS/1212

Meeting link on WebEx –

“AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL”

Hosted by Head C&M

<https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m3d091a361db9d44f21ba3fe3d2492437>

Tuesday, June 25, 2024 3:00 PM | 5 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2515 757 3469

Password: 6DKhrdNu78q (63547368 when dialing from a video system)

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

6 BID SUBMISSION

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

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

- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —**"Tender Notice No.& Due date of opening"**. The same shall be submitted before the due date & time specified.

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

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

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
- c) EMD of requisite amount
- d) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- e) Technical Literature if any.
- f) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- g) Power of attorney
- h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- i) Any other relevant document to support bidder meeting QR

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

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

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

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

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

6.3.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION

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

7. TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	24/06/2024
2	Pre-Bid Meeting	Discussion on pre-bid queries	25/06/2024
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	05/07/2024
4	Opening of Techno-Commercial Bid	Opening of PART-A	05/07/2024
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email.

8. AWARD DECISION

- 8.1. Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- 8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 8.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.
- 8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.
- 8.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

9. MARKET INTEGRITY

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

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

10. CONFIDENTIALITY

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

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

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

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

11. CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
"AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL"	Mr.Sharad Upadhyay(Energy Audit)	Sharad.Upadhyay@relianceada.com
	DGM	9321866894
	Mr. Amit Tomar	Amit.As.Tomar@relianceada.com
	AsVP – (CES Team)	011-49207306
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 1st Floor, C Block,	Mr. Abhishek Sharma Sr.Mng-(Contracts)	abhishek.ku.sharma@relianceada.com 011-49207454
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SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

Bses rajdhani power ltd (brpl), hereinafter referred to as the “company” is desirous for awarding work of “**AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL**” as notified in this tender document.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company’s decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.
- 1.7 From each lot of HDPE Pipe, a sample will be sealed by Site in-charge/Execution Engineer in presence of Vendor representative and sent to any laboratory as per BRPL Engineer-In-Charge's instruction. Cost of testing will be paid by the Concerned Vendor. Also, strict action will be taken against the vendor If, does not confirm to BRPL specification.

2. SCOPE OF WORK

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

3. DISCLAIMER

- 3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BRPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.
- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this

Document and obtain independent advice from appropriate sources in their own interest.

- 3.3. Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.
- 3.4. Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient 's professional advisors).
- 3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BRPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future
- 3.7. BRPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BRPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.8. The issue of this tender document does not imply that BRPL is bound to qualify any bidder or to award the contract to any bidder. BRPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

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

- 5.2. The bidder is expected to examine the tender documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the

tender documents or submission of a bid not substantially responsive to the tender documents in every respect may result in the rejection of the Bid.

6. AMENDMENT OF TENDER DOCUMENTS

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

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

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID FORM

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

10. BID PRICES

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

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

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

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

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

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

14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

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

15. SEALING AND MARKING OF BIDS

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

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

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

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

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

23. EVALUATION AND COMPARISON OF BIDS

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

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.
- 23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
 - (a) Contract completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Tender Documents
 - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
 - (e) Change in the quantity from mentioned in the tender
- 23.4. The cost of all quantifiable deviations and omissions from the specification, terms And conditions specified in Tender Documents shall be evaluated.
- 23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

24. CONTACTING THE COMPANY

- 24.1. From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.
- 24.2. Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, bid comparison or Contract Award, will result in the rejection of the Bidder 's Bid.

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

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

26. AWARD OF CONTRACT

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

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28. LETTER OF INTENT/ NOTIFICATION OF AWARD

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

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

29. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

30. PROCESS TO BE CONFIDENTIAL

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

SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION – III:

SPECIAL CONDITIONS OF CONTRACT (SCC):

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

1. DEFINITIONS

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

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

2. SCOPE OF WORK

The scope work to "**AWARD OF WORK FOR CARRYING OUT DT-HVDS-HT FEEDER-LT FEEDER METER READING, MAINTENANCE & INSTALLATION IN BRPL**". as per detailed scope of work as enumerated in Section – V.

3. EFFECTIVE DATE, TIME AND VALIDITY

- 3.1** The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period one year which may be extended further for two years on year on year (YoY) basis, based on the performance.
- 3.1. You are required to mobilize your manpower within 7 days of receipt of WO and commence the activity as per instructions of Engineer In-charge.
- 3.2. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

4. ORDER VALUE

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

The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to

- (a) increased labour costs or costs related to vehicles or other Equipment's provided,
- (b) changes in insurance premiums, and/or
- (c) changes in legislations or regulations relating to the Service.
- (d) The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in

the contractor's scope and value will be included in the work order value. The unit rates are also inclusive of barricading charges and watch & ward charges during execution and no separate charges shall be paid for the same.

5. RATES & ESCALATION

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

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

- 6.1 Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.
- 6.2 The contract Performance Bank Guarantee shall be of 10% of the total value of order and shall be valid till the completion of defect liability period plus three (3) months or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.
- 6.3 The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.4 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 6.5 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.

- 6.6 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above.
- 6.7 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BRPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 6.8 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BRPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BRPL and provide a copy of such renewed CPBG.
- 6.9 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BRPL.

7. PAYMENT TERMS

Payment shall be made to you as under:

- 7.1 Contractor shall raise correct running bills monthly for the jobs performed under this Work Order as per enclosed format and details required to be attached.
- 7.2 The contractor shall submit following documents for claiming payment to Project Managers/Engineer In-charge.
 - 7.2.1 Monthly Invoice
 - 7.2.2 Material Reconciliation statement (For all free issue materials Received, utilized & balance). Any shortfall in material shall be recovered from the bills/reimbursed by you.
 - 7.2.3 Meter installation reports/Progress Chart & measurement sheet with relevant documents as per formats enclosed.
 - 7.2.4 SCORE CARD shall be prepared on monthly basis. Based on the scores obtained as per KPI, if the score is less than 70 %, payment of 20% of total invoice raised for the month shall be withheld & subject to release after correction of abnormalities found.
 - 7.2.5 Contractor shall submit a soft copy of Meter installation Data Lot Wise daily to the Data Centre for verification and Certification and submit the report with bill.
- 7.3 Payment against monthly bill - payment will be released within (30) days against submission of monthly bill duly certified by Engineer In-charge along with requisite documents duly certified.
- 7.4 BRPL shall make payments of the bills either by crossed cheque; or by electronic

transfer directly to Contractor's designated bank account, at BRPL sole option.

7.5 Payment shall be released after deduction of Tax Deducted at Source (TDS) as per the prevailing rules & TDS certificates shall be issued to the contractor.

8. PENALTY

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

8.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.

If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 2.0% of the billed amount of final work executed for each week or part there of delay until the actual date of completion up to a maximum deduction of 20% of billed amount of final work executed. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

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

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

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

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

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

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

PENALTY FOR NON PERFORMANCE:

8.8 Penalty for Non-performance:

- a. Total number of not downloaded meters X Single meter reading cost X Number of Repetition months
- b. Penalty for damage / loss of downloading machine / instruments /accessories - As per company's policy
- c. Penalty may be waived off for Valid / genuine/ uncontrollable reason provided against non-downloaded meters, are subject to verification & approval by field Engineer In-Charge

8.9 Penalty for No I-Card/Resume:

- a. A penalty of Rs. 1000/- shall be levied on contractor for every incident whenever employees found without I-card.

8.10 Penalty for Violation

- a. In case the Contractor does not provide his employees with safety shoes & gloves a penalty of Rs.1500/- per incident per day.

8.11. Action against Non-Performance:

During contract period, at any point of time if vendor performance is not at par against contract compliance points as per enclosed KPI's after repetitive warning, subject to maximum of 3 months, BRPL has reserved rights to terminate the contract & all BRPL provided instrument/devices/accessories to be surrendered within 48 hrs of contract termination. Key performance Indicator as attached as Annexure B.

8.12 PENALTY FOR UNDER PERFORMANCE:

8.12.1 Penalty for Non-performance:

(i) DT/HVDS Meter Maintenance

In the event of non-performance of DT Meters (inclusive of HVDS/feeders meters) due to the reasons of delay in DT metering, maintenance/installation including maintenance of MR reported metering deficiencies solely attributable to the CONTRACTOR, the CONTRACTOR shall be liable to pay as per following calculation:

- a) Total number of attributable cases X Single meter maintenance cost X Number of Repetition months
- b) Refused/Non-compliance in attending the complaint: Rs.1000/event

(ii) AMR Maintenance

In the event of non-performance of AMR installed on DT/HVDS/LT FEEDER/HT FEEDER Meters for more than 48 Hrs due to the reasons of delay in taking corrective action solely attributable to the CONTRACTOR, the CONTRACTOR shall be liable to pay as per following calculation:

- a) Total number of attributable cases(>48 Hrs) X 0.5 x Single AMR maintenance cost X Number of Repetition days (after 48 Hrs)
- b) Refused/Non-compliance in attending the complaint: Rs.1000/event

8.13 Penalty for Damage/Loss of Meters and CMRI

In case of any loss or damage of Meter issued by company or removed from the Consumer

premises a penalty as under shall be levied:

- a) For DT Meter/LT Feeder: Rs.20,000 per meter
- b) For HT/HVDS/Feeder Meter: Rs.30,000 per meter
- c) For CMRI : Rs. 40000 per CMRI

Any loss of meter/material should be supported by the comment of circle head and next higher authority. Also FIR against the lost meter shall be lodged under section 154

8.14 Penalty for No I-Card/Resume:

A penalty of Rs. 500/- shall be levied on contractor for every incident whenever employees found without I-card.

8.15 Penalty for Violation In case the Contractor does not provide his employees with safety shoes & gloves a penalty of Rs.2000/- per incident per day shall be levied

8.16 Penalty for non-execution of work related to "Meters with instantaneous abnormal values":

- (i) In case of repetition of abnormal cases (CF, Voltage + current circuit, meter faulty) in 2 subsequent months without any justified reason, double of the downloading & maintenance charges shall be levied as the penalty amount on the contractor. If the case is continuing to be abnormal for 3rd consecutive month, the penalty amount is 3 times downloading & maintenance charges and so on.
- (ii) In case of quantity of abnormal DT data is less than 0.5% of total download, no additional penalty will be levied. However, no abnormal case will be accepted exceeding 60 days without any genuine reason.
- (iii) All penalties are subject to verification of genuine/ uncontrollable reason as verified by Engineer in charge.

8.17 Extension shall be granted in respect of the following cases and no LD shall be levied:-

- (i) Non-issue of material by Company,
- (ii) Non availability of material to be issued by company

8.18 Action against Non-Performance:

During contract period, at any point of time if vendor performance is not at par against

contract compliance points as per enclosed KPI's after repetitive warning, subject to maximum of 3 months, BRPL has reserved rights to terminate the contract & all BRPL provided instrument/devices/accessories to be surrendered within 48 hrs of contract termination. Key performance Indicator as attached as Annexure.

9. DERC GUIDELINES & REGULATIONS

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

10. INSURANCE POLICIES

The contractor shall take suitable insurance policy for its men and materials (Term Insurance for life , GPA, Medclaim policy, Workmen Compensation Policy etc.)as listed below for the resources deployed by him

a) Term Insurance for life:
Before commencing the execution of the work the Contractor shall take Term Insurance Policy for life for the staff engaged/deployed by them for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 10 Lakh.

b) Group Personal Accident Insurance:
Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 5 Lakh (Table C Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 5 Lakh.

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 and without any liability on BRPL. The premium amount for both the above policies shall be borne by the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work under the contract.

c) Medical Insurance Policy:
Contractor shall take a medclaim policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESI.

d) Comprehensive Marine Storage cum Erection insurance policy:
Company shall take at his own cost Comprehensive Marine Storage cum Erection insurance policy for the total work. However, Contractor shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials. Please note that these insurance policies shall be taken in consultation with the company and a copy of the such insurance policies shall have to be furnished to company within 15 days of the date of LOI/Order.

e) For all the insurance policies (whether taken by the Company or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the company and will arrange replacements / rectification

expeditiously without a waiting settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of time.

11. WARRANTY / DEFECT LIABILITY PERIOD

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

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

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

12. QUALITY:

Contractor shall ensure that strict quality is maintained in the Performa and execution of works under this Work Order and Works are executed in conformity with the Specification.

All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment.

Contractor shall prepare the quality plan as per the specifications and shall strictly monitor compliance with the approved quality plan during the entire period of this Work Order.

Contractor shall submit duly approved Quality Check sheets along with final bill and the same shall be integral part of final Quality Clearance. QA Check sheets format attached with this contract as Annexure-A for the following:

- QA - CHECKSHEET FOR 11KV RMU
- QA - CHECKSHEET FOR 11KV TERMINATION
- QA - CHECKSHEET FOR DISTRIBUTION TRANSFORMER
- QA - CHECKSHEET FOR FEEDER PILLAR
- QA - CHECKSHEET FOR FENCING
- QA - CHECKSHEET FOR HIGH MAST
- QA - CHECKSHEET FOR HT OVERHEAD LINE 11KV
- QA - CHECKSHEET FOR LT ACB
- QA - CHECKSHEET FOR OH LT LINE
- QA - CHECKSHEET FOR PKG SUB-STN
- QA - CHECKSHEET FOR ROUTINE ELECTRICAL TESTS
- QA - CHECKSHEET FOR STREET LIGHT
- QA - CHECKSHEET FOR UNDERGROUND HT CABLE 11KV
- QA - CHECKSHEET FOR UNDERGROUND LT CABLE
- QA - CHECKSHEET FOR POWER TRANSFORMER (EHV)

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

The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

The contractor shall be solely responsible for any shortage or damage of materials issued to them handling of and / or in storage and erection at site and cost of the same will be recovered from the contractor as certified by Engineer In-Charge. Contractor must submit a material reconciliation statement in the approval format with Bill raise by him. The contractor shall maintain an accurate and exhaustive record detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the company.

14. COMPLETION PERIOD:

You are required to mobilize your manpower within 7 days of receipt of WO and commence the activity as per instructions of Engineer In-charge.

The contract agreement shall be valid for period of one (1) year from the date of issue, which may be extended further for two years on year on year (YoY) basis, based on the performance. The BRPL at its sole discretion shall be entitled to further extend the period after above validity period on such terms and conditions as it may deem fit and proper as based on the performance evaluation of the work executed by the Agency.

The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. Formal road cutting clearance from MCD is made available to you. You shall submit a weekly progress report to Engineer In charge.

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

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off (Close Barricades) to render them inaccessible to

the public.

- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.
- f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.

The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. Contractor is liable for the penalties / other action by the authorities, the contractor shall indemnify BRPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

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

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

- A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:
 - 1) No excavation work shall be done within two (2) meters of the Tree Trunk.
 - 2) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.
 - 3) For any excavation to be carried out beyond the prescribed distance of 2 meters but within 3 meter from the tree trunk, manual methods (by use of hand) or by using trenchless techniques shall be preferred over use of a mechanical excavation.
 - 4) No roots shall be cut during the excavation work.
 - 5) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
 - 6) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
 - 7) No concrete or construction or repairing work shall be done at least within two (2) meter radius of the trunk of trees.
 - 8) All the electric wires and high tension cables and other apparatus relating to supply of electricity shall permanently be removed from the trees branches.

Records to be maintained by the supervisor to demonstrate adherence to the guidelines for excavation in Proximity to the Trees:

- 1) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.

- 2) While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.
If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:

- 1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- 2) Installation of Anti Smog Gun(s) (for >20,000 m² built up area).
- 3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- 4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
- 5) All vehicles carrying construction material and construction debris should be fully covered and protected.
- 6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- 7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
- 8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
- 9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
- 10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m² built up area).
- 11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- 12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- 13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
- 15) Ensure the compliance of all dust control measure.

It is clarified that BRPL has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the vendor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BRPL shall be free to take all actions against vendor for such breach of contract including the termination of the said contract. Additionally, the vendor shall also be liable to indemnify

BRPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.

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

Encl. - Annexure V

SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1. DEFINITION & INTERPRETATION

1.1 Definition

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

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

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

Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

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

1.2 Interpretation

In the Contract except where the context requires otherwise:

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

- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right
- 1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and
- 1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

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

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

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

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

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

6. TAXES & DUTIES

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

7. PAYMENT

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

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

- 7.7 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 7.8 <<Deleted>>
- 7.9 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.10 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.
- 7.11 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

- 8.1 Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.
- 8.2.1 Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.
- 8.2 Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

9. TIME ESSENCE OF CONTRACT

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or

by working overtime or otherwise to accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

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

10. LABOUR, POWER AND WATER

During the tenure of this work order all tools, tackles, camp facilities shall be arranged by the Contractor at his cost without any liabilities to the Company. The company shall provide Electricity power free of cost at work site if possible.

11. INSPECTION & QUALITY CONTROL

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

12. REPORTS AND INFORMATION

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

13. STATUTORY OBLIGATIONS

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

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.

- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994

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

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

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

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

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

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

14. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

- 14.1 It is a legally recognized entity under the laws of India;
- 14.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 14.3 It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;

- 14.4 It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 14.5 It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 14.6 The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;
- 14.7 It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;
- 14.8 It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;
- 14.9 There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

15. EVENTS OF DEFAULTS

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

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

16. RISK & COST

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

17. LIMITATION OF LIABILITY

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

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

18. TERMINATION

18.1 TERMINATION BY COMPANY FOR NON PERFORMANCE

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

18.2 PREMATURE TERMINATION

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

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

decision of the Company as to the amount payable by the Contractor under the provision of this clause.

18.3 TERMINATION BY COMPANY FOR CONVENIENCE

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

19. GOVERNING LAW AND ARBITRATION

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

19.2 Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.

19.3 In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

20. FORCE MAJEURE

20.1 General

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

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

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

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

(iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause

20.2 Specific Events of Force Majeure

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

- (i) The following events and circumstances:
 - a. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and\
 - b. Explosions or fires or flood
- (ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- (iii) Declaration of the Site as war zone.
- (iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

20.3 Notice of Events of Force Majeure

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

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

20.4 Mitigation of Events of Force Majeure

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the agreement;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

20.5 Burden of Proof

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

that the force majeure event has occurred and that it is the affected party.

20.6 Termination for Certain Events of Force Majeure

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

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

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

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

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

21. NOTICE & COMMUNICATION

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

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

22. SAFETY CODE

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

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

- 22.3 The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 22.4 The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 22.5 In case of any accident, the Contractor shall immediately submit a statement of the same with BRPL and the safety officer, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence and in addition, the Contractor shall submit a monthly statement of the accidents to BRPL at the end of each month.
- 22.6 The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P, PPE, annual safety audit reports etc. in line with CEA norms.

23. CONTRACTOR'S OBLIGATIONS

- 23.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.
- 23.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BRPL's requirements. The Contractor shall give notice to BRPL, within forty-eight (48) hours of the receipt of BRPL's requirements, of any error, fault or other defect in the BRPL's requirements or such items of reference.
- 23.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 23.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BRPL.
- 23.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BRPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 23.6 The Contractor shall, whenever required by the BRPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BRPL.

- 23.7 Contractor agrees to provide all preliminary information or data as may be required by the Company/BRPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 23.8 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BRPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BRPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.
- 23.9 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 23.10 The Contractor shall not use the name of the company/BRPL in any manner for credit arrangement or otherwise and it is agreed that the company/BRPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.

24. INDEMNITY

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

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

25. SECRECY & CONFIDENTIALITY

- 25.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 25.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.
- 25.3 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.

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

26. NON-EXCLUSIVITY

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

27. SEVERABILITY

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

28. ASSIGNMENT & SUBLETTING

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

29. ASSIGNMENT BY THE COMPANY

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

30. NO JOINT VENTURE

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

31. WAIVER OF RIGHTS

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

32. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

33. VENDOR CODE OF CONDUCT

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

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

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

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

34. DISCLOSURE OF RELATIONSHIP

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

35. MSME

35.1 If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall

declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.

- 35.2 Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract
- 35.3 The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
- 35.4 The Contractor to furnish the undertaking to the Company in this regard.

36. COVID GUIDELINES

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

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

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

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

- (a) No construction material/ debris shall be stored on metalled road.
- (b) Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
- (c) The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
- (d) The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- (e) Over loading of vehicles shall be strictly prohibited
- (f) The construction material at site shall be stored under wet and covered condition.
- (g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.

- (h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
- (i) If any C&D(Construction& Demolition) waste is generated at site, the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
- (j) Wet jet in grinding and stone cutting is being permitted at site.
- (k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
- (l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
- (m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

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

38. ENVIRONMENTAL, HEALTH & SAFETY

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

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

39. ACCEPTANCE

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

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

SECTION – V :SCOPE OF WORK

SECTION-V
SCOPE OF WORK

1. SCOPE OF WORK:

1A. SCOPE OF WORK, TERMS & CONDITIONS FOR DT/HVDS/LT FEEDER/HT FEEDER METER READING

1A.1. Agency's Scope of Work:

The objective of the DT/HVDS/LT FEEDER/HT FEEDER meter reading and data uploading is to carry downloading/reading of DT & HVDS meters including 16/25 KVA DTs installed at various location of BRPL with the help of CMRI & uploading downloaded data into PC on weekly basis. (The quantity of DT-HVDS-LT FEEDER-HT FEEDER meters for manual downloading may be reduced in subsequent months as AMR modem will be installed. Although if required, special reading to be done for meters with AMR as per request). Approx. no. of meters at the time of awarding the order is as under:

Circle	DT Meters	HVDS Meters	LTFeeder Meters	IEHTFeeder Meters
SOUTH	4692	149	242	83
South-1	955	81	52	17
South-2	789	9	73	16
South-3	1041	5	94	27
South-4	1907	54	23	23
WEST	5136	260	112	104
West-1	1998	67	37	36
West-2	1334	81	39	23
West-3	850	22	35	12
West-4	954	90	1	33
GrandTotal	9828	409	354	187

The scope of services together with deliverables, time required and inputs required, is listed below:

1. Reading of all DT-HVDS-LT FEEDER-HT FEEDER meters with 38 days load survey. The overall downloading % should be more than or equal to 99.5% of total downloadable meters. Any meter without any genuine exception and photographs & fall below 99.5% shall be liable for penalty.
2. Meter Reader shall capture monthly remarks for all DTs, HVDS, LT FEEDER & HT FEEDER such as meter downloaded, meter box broken, CT broken/not connected,

Control cable hanging/missing/not connected, DT meter not properly fixed/hanging, etc to ensure proper maintenance of DT metering in excel format & BRPL provided Mobile App. Vendor is liable for penalty of 10% of single meter downloading cost for the meters in which in-correct/no observation is provided as verified during quality visits by BRPL time to time.

3. Downloading of DT & HVDS meters shall be ensured on or before 22nd of every month with final submission of all downloaded MRDs on or before 25th of every month.
4. Meters being downloaded & submitted after 25th of every month shall be liable for only half payment of each meter reading cost (except for cases with constraints related to site/CMRI/module.)
5. Submission of photographs for meters which are found with exceptions during routine downloading. Exceptions provided without photographs will be treated as not-downloaded meters.
6. Downloaded meters with exceptions such as data corrupt, no csv & no data shall be downloaded again & corrected MRD shall be submitted on or before 27th of respective month & same to be considered for full payment of single meter reading cost; if otherwise these submitted meters are liable for only half payment of each meter reading cost.
7. DT-HVDS-LT FEEDER-HT FEEDER meters should be downloaded strictly as per weekly reading schedule. Reading schedule provided on monthly basis by vendor by last date of every month.
8. Updation of master data at vendor end on weekly basis for downloaded meter readings and updation of master data viz. meter number, sap function code (fl code), equipment code, address, landmark for existing, new and augmented/replaced DTs and should be provided with downloaded meters. No such meters are accepted without above mentioned data and/or otherwise will be treated for penalty against not-downloaded meters. Wrong information will have more severe penalty.
9. CMG report to be taken from engineer in-charge fortnightly basis to identify DT changes like New/Replaced/Augmented DT & resolution within ~7 days of notification.
10. Downloading of meters data with 38 days load survey of normal meters & minimum of 7 days load survey for new installed/re-installed/abnormal meters to be taken only.
11. Downloading gap between two consecutive months download for single meter may not be more than 38 days or less than 20 days.
12. Upload meter data in computer from CMRI at vendor office.
13. In-case Energy Audit felt an improper quality of data, thus that DT and/or HVDS have to be revisited, verify assets/connections and re-downloaded data.
14. Visual exceptions related to sub-station like oil leakage, LT bushing/cable/ACB burnt, theft etc & DT-HVDS-LT FEEDER-HT FEEDER metering related exceptions like box damage, wire missing/fault, meter faulty/missing, etc should be provided as per requirement. Above information to be provided through MS-excel & BSES provided mobile app. Vendor has to arrange mobile devices, if required & have to borne all the charges incurred, if any.

15. Downloading & Submission of DT-HVDS-LT FEEDER-HT FEEDER meter MRD file through CMRI for AMR installed meters or other specific meters, if required within 2 days after intimation. Payment will be done as 1.5 times the single meter reading cost, if submitted within 2 days, or otherwise as single meter reading cost.

16. Complete parameters of all DTs/HVDS should be provided quarterly as per requirement

- a. No of LT-Feeder
- b. DT Equipment ID & FL Code
- c. Landmark & Address
- d. KVA & CT Ratio
- e. GIS co-ordinates

1A.2. BRPL'S SCOPE OF WORK:

BRPL shall ensure the following:

- a) Providing CMRI for Data downloading from meters
- b) Provide details of new /change in meter details in field due to any activity done by O&M or any other agency

1B: SCOPE OF WORK, TERMS & CONDITIONS FOR DT/HVDS/LT FEEDER/HT FEEDER METER MAINTENANCE, AMR MAINTENANCE & INSTALLATION

1B.1. Agency's Scope of Work:

The objectives of DT/HVDS/LT FEEDER/ HT FEEDER meter maintenance & New DT meter installation is to carry out the following services in BRPL, detailed description of each service is given below:

Approx. no. of meters at the time of awarding the order is as under:

Circle	DT Meters	HVDS Meters	LTFeeder Meters	IEHTFeeder Meters
SOUTH	4692	149	242	83
South-1	955	81	52	17
South-2	789	9	73	16
South-3	1041	5	94	27
South-4	1907	54	23	23
WEST	5136	260	112	104
West-1	1998	67	37	36
West-2	1334	81	39	23

West-3	850	22	35	12
West-4	954	90	1	33
GrandTotal	9828	409	354	187

Approx. Nos of new/re-installation is 3242 nos.

(i) DT/ HVDS/AMR/HT FEEDER meter maintenance:

Maintenance of existing DT, HVDS & HT Feeder Meter and associated accessories (CT, CT-Wire, Meter Box, Comport AMR modem etc) wherever any deficiency occurred at any location.

(ii) DT/ HVDS/AMR/LT FEEDER/HT FEEDER AMR maintenance:

Maintenance of AMR installed on DT, HVDS, LT Feeder & HT Feeder Meter wherever any deficiency occurred at any location.

(iii) New DT/HVDS/LT FEEDER/HT FEEDER meter installation:

Installation of New Electronic DT/HVDS/LT FEEDER/ HT FEEDER Meter and Meter Boxes, CT's along with other accessories & AMR modem, if required wherever new DT installed or earlier DT meter is not installed. Meters to be installed on all DTs including 16/25 KVA DTs & HVDS metering points. **In this section only new meter installation and meter accessories at unmetered location , reinstallation of meter and meter accessories , in case of DT change/Augment/Shifting are covered.**

Other that the work mentioned above all activities of DT metering excluding reading are covered in DT meter maintenance work.

DETAILED SCOPE & DELIVERABLES

The Scope of services together with deliverables, time required and inputs required, are listed below:

1.0 DT/ HVDS/AMR/ HT FEEDER meter maintenance:

- a) List / complaints of Maintenance Work based on meter download MRD & inputs from meter readers, O&M and other sources will be provided by In charge DT Metering on daily/weekly /monthly basis through mail & BRPL provided Mobile App. Cases provided to be resolved within same month of intimation.
- b) DT/HVDS Metering maintenance work will include replacement of defective meters, burnt meters, CT wire cables, meter box, CT, AMR modem and Communication cable. This also includes Meter & AMR, if installed connection rectification, Proper Dressing of

CT Cable, Meter Shifting and any other related activities. Contractor must depute skilled & efficient manpower for carrying out above mentioned work at pole mounted transformers, plinth mounted transformers, package transformers and HVDS installations.

- c) Contractor has to submit reports of work executed in pre-printed format of DT/HVDS Metering Report (provided by BRPL) on daily basis to Engineer In-Charge DT Metering. Complaints will be treated as attended only on the submission the report. Also prepare MIS of Work Executed & Material Reconciliation Report in a format decided by Engineer In-charge DT Metering. Photograph for each installation/re-installation to be submitted with duly filled report format. Cases with no photographs & report will not be considered for payment. Also As a step for process improvement/ensuring early resolution of metering exceptions, maintenance & installation activity with photograph and MCR to be captured through BSES provided mobile app. Vendor has to arrange mobile devices, if required & have to borne all the charges incurred, if any.
- d) Removed meter/ scrap material from site to be deposited in store
- e) Recovery of old material from O&M field shall be contractor's responsibility. Intimation of the same, if not found/ recovered.
- f) Contractor shall provide a telephone link and ensure to attend the complaint same day if reported before 12.00 noon otherwise in 24 hrs. In case of default a penalty of Rs. 100/day will be imposed.
- g) To provide skilled manpower for carrying out maintenance of meters and ensuring Arrangement of proper tools, tackles, safety gadgets.
- h) To install/fix the code plate wherever not available or defective. Code plate and its fixtures will be provided by BSES.
- i) The contractor's scope shall also include maintenance of DT/HVDS/LT FEEDER/HT FEEDER meters with instantaneous abnormal values (voltage or current) which may be due to abnormality in CT/meter/wire harness connections/control cable.
- j) The information of abnormal data (abnormal voltage, zero current, AMR modem communication failure cases) will be provided to contractor by In-charge within 5 days from MRD received from meter reader or online information received in case of AMR installed sites.
- k) The contractor shall rectify & provide ATR of abnormal cases before next download is due ensuring not to exceed 35 days. This is only applicable other than CT PT

replacement cases. Intimation of faulty CTPT unit by vendor for further replacement through O&M.

Note:

However, work allocation shall be communicated by the respective Engineer-In-Charge. The CONTRACTOR also agrees to undertake any maintenance of work pertaining to above issued by the COMPANY for Maintenance purpose which may be required to be carried out over and above the work highlighted as above for the smooth working of the DT Meters(inclusive of HVDS/SPD/HTC/feeders meters). To perform above, the CONTRACTOR shall deploy minimum agreed manpower in the area.

2.0 DT/ HVDS/AMR/LT FEEDER/ HT FEEDER AMR maintenance:

- a) List / complaints of Maintenance Work based on AMR data, O&M and other sources will be provided by In charge DT Metering on daily basis through mail & BRPL provided Mobile App. Cases provided to be resolved within 48 Hrs of intimation.
- b) AMR maintenance work will include replacement of defective AMR, defective communication cable or antennae, modem restart, loose SIM contact, loose modem power supply cable, network connectivity and any other related activities. Contractor must depute skilled & efficient manpower for carrying out above mentioned work.
- c) Action to be taken in field within 48 hrs from the date of intimation in case AMR communication is down.
- d) Contractor has to submit reports of work executed in pre-printed format of DT/HVDS Metering Report (provided by BRPL) on daily basis to Engineer In-Charge DT Metering. Complaints will be treated as attended only on the submission the report. Also prepare MIS of Work Executed & Material Reconciliation Report in a format decided by Engineer In-charge DT Metering.
- e) Removed AMR/ scrap material from site to be deposited in store
- f) Contractor shall provide a telephone link and ensure to attend the complaint same day if reported before 12.00 noon otherwise in 48 hrs. In case of default a penalty of Rs. 100/day will be imposed.
- g) To provide skilled manpower for carrying out maintenance of AMR and ensuring Arrangement of proper tools, tackles, safety gadgets.
- h) The contractor's scope shall also include maintenance of DT/HVDS/LT FEEDER/HT FEEDER meters with AMR instantaneous abnormal values (voltage or current) which may be due to abnormality in CT/meter/wire harness connections/control cable.

BSES Obligation:

(i) All consumables, spares, materials required for maintenance work shall be provided

(ii) Shut down arrangement, wherever required

Vendor Obligation:

Vendor should depute team as per following requirements,

1. Separate teams with vehicle for each circle (South-I, South-II, South-III, South-IV, West-I, West-II, West-III & West-IV). **South Circle – 4 Teams and West Circle - 4 Team**, level (as defined in scope of work) will carry out maintenance work for special cases like new meter installation, abnormal voltage, zero current, connection reversals, CT up-gradation, site visit as per request, meter replacement, low pf cases, AMR modem not responding or faulty etc. & will report to Engineer-in charge for respective circle.
2. **Circle wise supervisors for data processing & will report to Engineer-in charge for respective circle.**

3.0 New DT meter installation:

3.1 SCOPE OF WORK

Contractor shall:

- a) At all times perform fully and properly all functions required to be performed for installation of New electronic DT Meter and Meter Boxes, CT's along with other accessories including AMR modem, if required accessories (Material will be provided by BSES)
- b) Execution In-charge/Engineer shall plan the area of survey of technical feasibility and list of material required and that will be handed over to the contractor.
- c) CONTRACTOR shall arrange the survey of DT's (location, rating, material required etc. on prescribed format. All the manpower, computer, survey book for this work, will be arranged by the CONTRACTOR.
- d) Information of the survey shall be punched by the CONTRACTOR staff. All the manpower, computer, survey book for this work, will be arranged by the CONTRACTOR.
- e) On the basis of the survey report and CONTRACTOR engineer shall calculate the requirement of materials for the installation of the D.T.'s meters.
- f) CONTRACTOR engineer shall give the list of the materials requirement to the BSES.
- g) CONTRACTOR engineer shall co-ordinate with the execution in charge for planning of the schedule for the installation.
- h) On the basis of that planning schedule CONTRACTOR and BSES will co-ordinate with the O&M department for the shutdown and during the installation of the DT meter contractor supervisor will ensure that work conditions are suitable for work

before starting the job. CONTRACTOR will be held responsible for any accident/ mis-happening if happens.

- i) New DT Meters are to be installed within 7 days from the date of intimation to the contractor subject to availability of material. It's the duty of the CONTRACTOR to complete the installation of the DT meter within the time schedule and for any delay in work CONTRACTOR will be responsible & a penalty of Rs. 100 per day per case shall be levied after 7th day of intimation.
- j) It's the duty of the contractor to make the material available at the site for the execution of the DT meters.
- k) Perform the installation of New Electronic DT Meters in accordance and full compliance with the procedures and specifications. Contractor has to complete the work in totality as per the instruction of
- l) Engineer in Charge and payment will be made on the basis of actual execution.
- m) Meter installation Report shall be prepared by the CONTRACTOR & submitted to BSES engineer on weekly basis.
- n) Data management report of installation of the DT meters along with the material management report shall be prepared by the CONTRACTOR on daily basis as well on weekly basis and the same shall be provided to the BSES in soft copy and hardcopy format.
- o) The B.S.E.S project manager shall verify the bill based on the accepted MCR and shall pass the same to the commercial and material department.
- p) The finance department shall issue the cheques only after the completion of the installation of the DT meters at the DT's. The CONTRACTOR shall bring work completion report duly signed by BSES engineer.
- q) All the services related to complete the work will be provided by you as per the instruction of engineer -in-charge.
- r) Loading, unloading & transporting of all free issue materials upto contractor's District Central Store will be done by contractor from main store.
- s) Loading, unloading & transporting of all surplus/scrap from Contractor's District Central Store to BRPL circle store will be taken care by contractor.
- t) Perform functions required for the Fixing, Wiring, installation and Commissioning of New DT meters at the Site always in accordance and full compliance with the procedures, standards and specifications.
- u) Installation of DT meters shall be carried out as per the prescribed procedure.

INSTALLATION PROCEDURE

(1) INSTALLATION OF METER AT PACKAGE DISTRIBUTION TRANSFORMER / PANEL HT FEEDER:

- 1.1 Fix the Meter inside Transformer metering box / Panel Metering Chamber with proper screws / nut & bolt.
- 1.2 Strip the cable, crimp the lugs using crimping tool & Open the CT short links and connect the cables to the Meter terminals and Transformer / Metering cubical terminals box using tags / colored cable sleeves.
- 1.3 Tie the cables using a tie clip and cut the extra length of the tie
- 1.4 Excess length of wires should be avoided.
- 1.5 All installation work should be done in OFF-LINE condition.

- 1.6 Use insulated tools.
- 1.7 Wear rubber hand gloves & safety shoes.
- 1.8 Fills MCR with all details.

(2) INSTALLATION OF METER AT PLINTH MOUNTED DISTRIBUTION TRANSFORMER / HVDS (I / D CUBICLE):

- 2.1 The Meter box should be mounted straight at such a height so that it can be easily readable. Ensure it should be mounted at a location not easily accessible by unauthorized person.
- 2.2 The meter box is fixed on fencing / wall of the sub-station with a steel strips with nuts and bolts / anchor bolts.
- 1.3 Fix the DT Meter inside meter box with proper screws / nut & bolt.
- 1.4 Strip the cables, crimp the lugs using Crimping tool & fix the cable to the box using proper glands and Earth the meter box.
- 1.5 Earth the Secondary terminals by shorting the terminals by a common wire and connecting it to the earth point available to discharge any residual current present in Transformer or any back feed current.
- 1.6 Install CT's on distribution Transformer LT Bushing using CT Plates and open the CT short links.
- 1.7 Make the CT connections and Potential connections from the terminals of the CT's to the Meter Terminals using tags / colored cable sleeves.
- 1.8 Tie the cables using a tie clip and cut the extra length of the tie clip.
- 1.9 Fix the cable with cable saddles and excess length of wires should be avoided.
- 1.10 Fix the Optical data downloading cable at meter.
- 1.11 Remove cable insulation using stripping tool and without damaging the conductor strands.
- 1.12 Make the Bushing connections by inserting the AL socket through the bushing stud and place in firm contact with the nut which is placed at distance from bushing check nut and then tighten it with another hex nut
- 1.13 After completion of installation, remove the shorting link and ensure the proper functioning of meter after the transformer is energized.
- 1.14 All installation work should be done in OFF-LINE condition.
- 1.15 Use insulated tools.
- 1.16 Wear rubber hand gloves & safety shoes
- 1.17 Fills MCR with all details.

(3) INSTALLATION OF METER ON POLE MOUNTED DISTRIBUTION TRANSFORMER / HVDS (POLE):

3.1 The Meter box should be mounted straight at such a height so that it can be easily readable. Ensure it should be mounted at a location not easily accessible by unauthorized person.

3.2 The Meter box is fixed on Poll / Wall of the sub-station with steel with nuts and bolts / anchor bolts.

3.3 Strip the cables, crimp the lugs using crimping tool & fix the cable to the box using proper glands and Earth the meter box.

3.4 Earth the Secondary terminals by shorting the terminals by a common wire and connecting it to the earth point available to discharge any residual current present in Transformer or any back feed current.

3.5 Install CT's on distribution Transformer LT Bushing using CT Plates and open the CT short links.

3.6 Fix the Meter inside meter box with proper screws / nut & bolt and connects control cable to the meter terminals using tags / colored cable sleeve.

3.7 Open the CT short links and makes the CT connections and Potential connections from the terminals of the CT Mounted on Transformer / CTPT Unit terminal box to the Meter Terminals using tags / colored cable sleeves and Earth the cable with transformer / CTPT Unit.

3.8 Make the Bushing connections by inserting the AL socket through the bushing stud and place in firm contact with the nut which is placed at a distance from bushing check nut and then tighten it with another hex nut

3.9 Tie the cables using a tie clip and cut the extra length of the tie clip.

3.10 Fix the cable with cable saddles and excess length of wires should be avoided.

3.11 Fix the Optical data downloading cable at meter.

3.12 After completion of installation, remove the shorting link and ensure the proper functioning of meter after the transformer is energized.

3.13 All installation work should be done in OFF-LINE condition.

3.14 Use insulated tools.

3.15 Wear rubber hand gloves & safety shoes.

3.16 Fills MCR with all details.

(4) METER INSTALLATION AT LT FEEDER:

4.1 The LTCT Meter box should be mounted straight at such a height so that it can be easily readable. Ensure it should be mounted at a location not easily accessible by unauthorized person.

4.2 The LTCT Meter box is fixed on Poll / Wall of the sub-station with steel with nuts and bolts / anchor bolts.

4.3 Strip the cable, crimp the lugs using crimping tool & fix the cable to the Input and Output Busbar of the LTCT Meter box.

- 4.4 Fix Meter inside Meter box.
- 4.5 Earth the Meter box with LT Cable at both Input and Output side.
- 4.6 Fix the Optical data downloading cable at meter.
- 4.7 All installation work should be done in OFF-LINE condition.
- 4.8 Use insulated tools.
- 4.9 Wear rubber hand gloves & safety shoes.
- 4.10 Fills MCR with all details.

(5) METER INSTALLATION AT HT FEEDER:

- 5.1 For Outdoor CT-PT Unit Meter box should be mounted straight at such a height so that it can be easily readable. Ensure it should be mounted at a location not easily accessible by unauthorized person.
- 5.2 The Meter box is fixed on Poll / Wall of the sub-station with steel with nuts and bolts / anchor bolts.
- 5.3 Strip the cables, crimp the lugs using crimping tool & fix the cable to the box using proper glands and Earth the meter box
- 5.4 Fix the Meter inside meter box with proper screws / nut & bolt and connects control cable to the meter terminals using tags / colored cable sleeve.
- 5.5 Strip the other side of cable, crimp the lugs using crimping tool & Open the CT short links and connect the control cable to the CTPT Unit terminals box using tags / colored cable sleeve and Earth the cable with CTPT Unit.
- 5.6 For Indoor Metering Cubical fix the Meter inside metering chamber with proper screws / nut & bolt.
- 5.7 Open the CT short links and connects the cubical metering cables to the Meter terminals.
- 5.8 Fix the Optical data downloading cable at meter.
- 5.9 All installation work should be done in OFF-LINE condition.
- 5.10 Use insulated tools
- 5.11 Wear rubber hand gloves & safety shoes.
- 5.12 Fills MCR with all details.
 - a) Responsibility of contractor:
The Contractor shall be solely liable and responsible for:
 - a) Any loss of or damage to any Goods; to be read in conjunction with relevant insurance clause.
 - b) Failure to follow any reasonable instructions of the Company of which the Contractor has to notice.

- c) Maintain on a daily basis, a material register in the prescribed format for all the issue materials. The relevant extract of register shall be produced for verification at the discretion of engineer-in-charge.
- d) Arrange for proper tools, tackles, safety gears and associated paraphernalia as may be required for carrying out the various jobs contemplated under this Work Order.
- e) Be responsible for transportation of his tools and tackles /employees from one location to another.
- f) Provide all safety appliances, including but not limited to, safety belts, ladders, safety shoes, Safety Gloves, Helmet, Goggles, Discharge rod both HT & LT, first aid box with required medicine and rain wears to its personnel.
- g) Contractor shall submit DT Meter Installation Report along with summary of meter installation report.
- h) Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.
- i) Rectify defects immediately noticed during verification & inspection and rectify the data if it found incorrect.
- j) Deploy adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.
- k) Appoint engineers & supervisor to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BSES such engineer shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.
- l) Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.
- m) Contractor shall submit identity cards of his employees engaged in the work to Company as per the format provided by the Company. The Identity cards have to be submitted to the company within seven days of placement of order for necessary certification by the company.
- n) 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.
- o) Make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BRPL against such payments.
- p) The Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Contractor's personnel shall be trained in administering the first aid.
- q) The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards field activities. Such reviews shall not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his erection methods.
- r) All the issue material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable.
- s) The Contractor shall be responsible for making indoor storage facilities to store all items/ materials that require indoor storage at circle stores.

- t) Digital photo of each meter shall be suitably archived in softcopy of Meter installation of DT meters. Photographs of each DT & HVDS meter installed (new meter or replaced meter) to be submitted monthly along with the bills. Meter snapshot to be included as one of the photograph for ensuring all connections made are OK.
- u) The circle store Management should be in line with the BSES guideline & contractor has to keep one no. of computer with required no. of accessories to keep the record of incoming & outgoing materials.
- v) Store Location & Watch and Ward:
 - 1. Contractor shall inform the details store address within 07 days from date of issue of work Order. The contractor shall provide adequate security at store and will be responsible for materials issued to him.
 - 2. The meters should be kept in lockable room. Contractor will give authorization letter to their designated persons for issuing & returning of materials.

3.2.3 COMPANY'S SCOPE OF WORK:

Company shall:

3.2.3.1 Provide the list of Distribution transformer containing the following details for the meters to be installed on daily basis.

3.2.3.2 Feeder no cluster wise

- i. DT Rating
- ii. Location
- iii. Type of DT

3.2.3.3 Supply Meters and Meter Seals. Main store will issue and replenish materials as and when required as per the list

3.2.3.4 Company shall issue following material free of cost to be used in scope of work;

- (1) DT Meters
- (2) C.T.s
- (3) Meter box.
- (4) Port box.
- (5) Holograms
- (6) Sealing wire
- (7) CTcable harness/Control Cable
- (8) Port box harness
- (9) Steel strips
- (10) D.T plate
- (11) G.I pipe

3.2.3.5 The contractor can approach the company for authorization letter, if required for installation of meter and shutdown at site & the company shall issue the same.

3.2.3.6 The contractor shall furnish Electrical Contractor License before taking up any electrical installation work.

3.2.4 EXECUTION PROGRAM AND CO-ORDINATION PROCEDURE:

3.2.4.1 Contractor shall deploy adequate number of skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs are completed in time,

3.2.4.2 Contractor shall submit to the Company written detailed execution plan and manpower deployment plan on weekly basis, which shall match with the weekly meter installation plan of the co. provided to the contractor.

3.2.4.3 Company's Representative may accompany the Contractor's personnel during installation for ensuring access to Site, sealing of Meters and Metering Box and for taking over.

3.2.4.4 The Contractor shall submit to the Company's representative at Site a report that sets out in detail the jobs carried out. The Company's representative at Site shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that modifications/corrections need to be carried out Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications / corrections. The Engineer in Charge shall certify the report within 24 Hours after its submission.

3.2.4.5 On satisfactory completion of above the Company's representative shall inspect the site and certify the completion on measurement sheet.

4.0 Contractor's Obligation:

The Contractor shall during the execution of the Work Order, comply with the following obligations

4.1 The Contractor at his own cost shall make necessary arrangement to transport the material at site.

4.2 Log Books (Protocol Sheet) and Record for the Data Collection. Maintain, on a monthly basis, a logbook (Protocol Sheet signed by BSES) for each Site area separately. The Contractor shall be responsible for getting the relevant portions of the logbook signed and verified by the Company's engineer-in-charge on a day-to-day basis. The Contractor shall submit such copies, soft and hard, of signed and verified logbooks to the engineer-in-charge, on a need / monthly basis. Any other record without such attestation shall not be considered for payment.

4.3 Contractor shall, if requested to do so by the Company, remove from the Site, at the Contractor's sole expense any of its personnel/ workman deployed to perform the Services, whom the Company may reasonably consider to be unsuitable, incompetent, dishonest or uncooperative. The Contractor shall without delay, and at the Contractor's own expense, provide a replacement for the removed personnel / workman.

4.4 Immediately upon completion of any and all jobs performed under this Work Order the Contractor shall submit to the Company's representative, a report that sets out in detail the jobs carried out. The Company's Engineer in charge after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same, ('Completion Certificate'). In case the Company's representative is of the view that modifications/corrections need to be carried out Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications /

corrections with additional payment as mutually agreed depending upon the quantum of work.

- 4.5 Notwithstanding, anything stated to the contrary, the issuance of the Completion Certificate by the representative of the Company shall not absolve the Contractor of its responsibilities under the Work Order during the Post Implementation Support services for a period of 2 months to rectify any error or defect or deficiency in the Services discovered subsequent to the issuance of the Completion of the Services and/ or expiry/ termination of this work Order on satisfactory completion of above the Company's representative shall issue a taking over certificate.
- 4.6 Contractor shall also comply with the requirement of Electrical laws if applicable during Energy Accounting Service.

SECTION – VI: PRICE BID

BILLOFQUANTITY

Circle	DT Meters	HVDS Meters	LTFeeder Meters	IEHTFeeder Meters
SOUTH	4692	149	242	83
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West-4	954	90	1	33
GrandTotal	9828	409	354	187

Approx New installation Qty is 3242 Nos in one year



BSESRAJDHANIPOWERLTD.

S.No.	LineItems	Proposed Quantity											
		Aug 24	Sep-24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	July 25
1	DT/HVDS/LTFeederMeterReading w/wo AMR	7680	7680	7815	7815	7815	7950	7950	7950	8085	8085	8085	8220
2	SpecialHT Feeder/DT/HVDS/LTFeederw/woAMR	200	200	200	200	200	200	200	200	200	200	200	200
3	MeterMaintenaceofDT/HVDS	10380	10380	10515	10515	10515	10650	10650	10650	10785	10785	10785	10920
4	AMR Maintenance ofDT/HVDS/LTFEEDER/HT FEEDER	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200
5	MeterInstallationatDT Pole Mounted/HVDS(Pole &DP)	88	88	88	88	88	88	88	88	88	88	88	88
6	MeterInstallationatDT Plinth Mounted/HVDS (I/DCubicle)	176	176	176	176	176	176	176	171	176	176	176	176
7	MeterInstallationat Package/Panel/HTFeeder	4	4	3	3	3	3	3	3	4	4	4	4
8	Meter InstallationatLTFeeder	4	4	3	3	3	3	3	3	4	4	4	4

SECTION – VI : PRICE BID

SI No	Description	UNIT	Qty for 12 Months (Nos)	Rate (Rs.) (Without GST)	Total Amount (Rs.)
1	DT/HVDS/LT Feeder Meter Reading w/wo AMR	Per Meter / month	95130		
2	Charges for Special Case HT Feeder/ DT/ HVDS/ LT Feeder Meter Reading w/wo AMR	Per Meter / month	2400		
3	Charges for Meter Maintenance of DT/HVDS	Per Meter / month	127530		
4	Charges for AMR Maintenance of DT/HVDS/LT FEEDER/HT FEEDER	Per Meter / month	14400		
	Sub Total				
	GST @%				
	Total				

SI No	Description	UNIT	Qty for 12 Months (Nos)	Rate (Rs.) (Without GST)	Total Amount (Rs.)
1	Charges for Meter Installation at DT Pole Mounted/HVDS(Pole & DP)	Per Meter	1056		
2	Charges for Meter Installation at DT Plinth Mounted/HVDS (I/D Cubicle)	Per Meter	2107		
3	Charges for Meter Installation at Package/Panel/HT Feeder	Per Meter	42		
4	Charges for Meter Installation at LT Feeder	Per Meter	42		
	Sub Total				
	GST @%				
	Total				

GST shall be paid extra at actual on the above quoted rate

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

ANNEXURES

ANNEXURE –I :BID FORM

To,

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

Dear Sir,

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

Dated this..... day of..... 2023

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

ANNEXURE – II : BIDDER'S DETAILS

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

30	Profit after Tax FY 2021-22 (Rs. Cr.)	
31	Profit after Tax FY 2022-23 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BRPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

ATTACHMENT – A

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

A) Major Orders Executed

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

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

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

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

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

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

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

10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

For.....

Signature:

Name:

Designation:

ANNEXURE – IV:ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT

1.0 General Requirements

- 1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipment's belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.
- 1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
- 1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BRPL from time to time.
- 1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protectiveequipment's like shoes, safety belts, helmets etc. adhering to safety compliance.
- 1.5 All the equipment's being used shall be timely calibrated and a copy of the same shall be submitted to Safety Department within 4 weeks of the acceptance of contract and thereafter on every renewal.

2.0 EHS Policy

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

3.0 Health & Safety Plan

- 3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan incorporating HIRA (Hazard Identification & Risk Analysis) to BRPL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, will ensure compliance of the contract provisions stated herewith.
- 3.2 The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BRPL.
- 3.3 Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BRPL (Head Safety). First cut of the plan shall be submitted to Safety Department within 2 weeks of agreement of contract. After suggested rectification, the final plan shall be submitted to Head Safety not later than 4 weeks of the agreement of contract. A copy of the same shall be given to the engineer in charge also. The document shall carry the signatures of the authorized signatory (the person who has signed the agreement document of contract).
- 3.4 The health & safety plans, procedures, method statements, etc. shall not be changed

without prior review and approval by designated authorities of BRPL.

4.0 OHS Organization & Responsibility

4.1 The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/National Safety Council) or trainer, which should be verified earlier by BRPL safety department accordingly. The copy of training certificate shall be submitted to Safety Department within 4 weeks of agreement of contract. Time extension may be given in extraordinary situation subjected to submission of any convincing document carrying valid proof of near future plan of the training.

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

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

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

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

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

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

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

6.0 Provision of Safe Working Conditions

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

6.2 PPE' Requirement

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

Contractor has to ensure the quantity and quality of PPEs during procurement and

continuous usage of following PPE's by his staff.

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

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

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

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

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

6.2.5 Technical Specification of the PPEs

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

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant

6. Rubber PU Sole
7. Anti-puncture

Lead MAKE: BATA/HONEYWELL/KARAM

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

V-GARD HDPE Yellow With 4 Point FasTrac Ratchet Suspension

Shell Material	UV stabilizedHDPE, Non vented
Suspension	<ul style="list-style-type: none">• With 4 Point FasTrac Ratchet Suspension sewn headband• Textile straps made from polyester Suspension• point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head• Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mmwithremovable HDPE dead plugs suitable to leak proof fitting
Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM / UFS

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

Anchorage	AdjustabletwochestattachmentD-rings and A dorsal attachmentD-ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.

Ergonomics	Idealy. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

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

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

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

1. Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.
3. Soft Flex low profile frosted frame for increased comfort.
4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
6. Sight Gard + premium anti-fog coating (EN 166 “N”) with good anti- scratch properties.

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to

	EN 166 "N" & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous transmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55° C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

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

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

- Breakthrough manufacturing process for exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.
- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

	For LT work	For HT work
Length	360mm	360mm
Class	2	0
Thickness	3.6mm	1mm
Proof test voltage	20000	5000
Maximum use voltage	11000	1000

Tensile strength	>16mpa[Mega Pascal]
Puncture resistance	>18N/mm [Newton per mili meter]
Elongation at break	>600% [Stretching length]
Tension set	<15%

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

6.2.5.6 Arc Protection Face Shield

- a) ATPV value is 10 cal/cm²
- b) It shall have a slotted hard hat and chin guard
- c) Visible light transmission (VLT) shall be 70%
- d) It should have anti fog lens
- e) It should have a provision for replacement of lens and brackets.
- f) It should cover the complete face and the complete neck region.
- g) It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.
- h) Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

6.2.5.7 Certificates required for all PPEs:

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

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

7.0 Integrated Management System & Audits

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

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

7.3 To verify compliance and to continually improve the management system, all

contractors shall be subjected to both internal & external audits.

8.0 Medical Examination

- 8.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees like lineman, ALM, supervisor, Fitter, welders, gas cutters, drivers and all the workers supposed to work at height (and any other trade specified deemed necessary by BRPL at the time of deployment then annually) before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every year as per the provisions of applicable laws or as prescribed by BRPL with proper record.
- 8.2 Records of medical examination as described above shall be maintained at the contractor premises and a copy of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.
- 8.3 No person about whom the Contractor knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any O&M operation or other construction work which is likely to involve a risk of any accident either to the worker himself or to any other person.

9.0 Working at Height

- 9.1 The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of BRPL by authorized personnel.
- 9.2 The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by BRPL are enforced and complied all the time during activities carried out at height.
- 9.3 Full body harness and ladder along with the required PPEs shall be used during height work.
- 9.4 Barricading cone and tape shall be used along with creation of proper safety zone.

10.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences

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

11.0 Suspension of Work

- 11.1 BRPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.
- 11.2 In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BRPL shall be conclusive and binding on the Contractor in such aspects.
- 11.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken

as an extension of time for completion of the facilities as per the work order and will not be the ground for waiver of levy of liquidated damages.

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

12.0 OHS Appreciation Policy

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

13.0 Safety Motivational Scheme for Contractor Employee

- 13.1 All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honour with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BRPL safety department. Contractor may ask to BRPL safety people for their presence during awarding time.
- 13.2 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detailed report of observing the same to be forwarded to safety department every year.

14.0 Guidelines for Penalty Policy Implementation

- 14.1 Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in **Appendix - 1. (Example – If at first offence persons are found working without safety helmet at 3 locations, the penalty would be $3 \times 2000 = \text{Rs.}6000/-$)**
- 14.2 The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.
- 14.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Department Head and Safety Head.
- 14.4 Recommending Authority means the Department Head, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.
- 14.5 Penalties will be imposed for delay in submission of EHS related requirements/documents mentioned in the contract. Once the contract is accepted, the requirements as mentioned in **Appendix- 2 to be submitted within 4 weeks.**
- 14.5 Safety Head may impose penalty for serious violations directly.
- 14.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall

be imposed on individuals.

15.0 Guidelines for Safety Appreciation Policy Implementation

- 15.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.
- 15.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.
- 15.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
- 15.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.
- 15.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has received.
- 15.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.
- 15.7 BRPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

Appendix – 1**Penalty Policy on Safety Violation**

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

Notes:

Refer clause No. 14 for penalty policy implementation guidelines

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

Appendix – 2**Penalty Policy on non- submission of EHS related requirements**

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

Appendix – 3

Format for PPE's Receipt by workers

Name of Site -----

Division-----

Name of Contractor -----

S. N O.	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNATURE

Signature of Contractor / Date.....

Annexure V

Undertaking from the _____ (Vendor- undertaking the excavation work)

(To be provided on company's Letter Head duly sign and Stamped)

I _____, Proprietor of
M/s _____, having R/o. at
_____ Has been awarded a work order
no. _____, dated _____, from BSES Rajdhani Power Limited
(BRPL), to carry out digging/excavation work on the stretch of road detailed in the work
order.

Details of the Road cutting permission are RCP no. _____
dated _____ valid from _____ to _____ on the stretch
of road detailed in the work order.

I have read the Guidelines on Excavation (as enclosed) and understood the same in sense and spirit. I assure that I shall abide with the said guidelines along with the all other provision associated with laws relating to laying of cables under the said work order.

I do hereby undertake that I shall be fully responsible for any violation of any kind and shall be liable for any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.

I further undertake to indemnify BRPL its officers, directors, employees and associates from any cost consequences, penalty, liability, damages if imposed by any authority court citing/disputing the performance of the task.

I do hereby agree and confirm that forming a part of work order/agreement and breach of this undertaking shall be termed as breach of the terms of the said work order/agreement.

I have read and understood the terms of this undertaking and submitting this undertaking out of my own accord and without any coercion.

Deponent

ANNEXURE VI, SCORE CARD								
S.No.	Parameters	Evaluation Criteria	Information source	Score	Score Assignment			
				Weightage				
A	Operational Performance- Meter Downloading			25	10	7.5	5	0
1	DT-HVDS Meters Downloaded	% Achieved	DT Health Reporting Team In-Charge	10	100% achieved	>=98% achieved	>=90% & <98% achieved	<90% achieved
2	DT-HVDS Meters All MRD Submission	Days Count from 25th of every month	DT Health Reporting Team In-Charge	5	>=0 days before 25th of every month	>=0 & <=2 days after 25th of every month	>2 & <=3 days after 25th of every month	>3 days after 25th of every month
3	Photographs submission for exceptions related to non-downloading of meters	% Submitted	DT Health Reporting Team In-Charge	5	100%	>=95% & <100%	>=90% & <95%	<90%
4	DT-HVDS Meters MRD Submission with less than 7days of load survey data except for new meter installed	No.of Meters	DT Health Reporting Team In-Charge	5	No cases	>0 & <=30 nos	>30 & <=50 nos	>50 nos.
B	Operational Performance- Meter Maintenance			25	10	7.5	5	0
1	DT-HVDS Meters Abnormal Voltage & Abnormal Current Cases	% Resolved	DT Health Reporting Team In-Charge	10	100%	>=98% & <100%	>=90% & <98%	<90%
2	Photographs submission for maintainance & meter installation/re-installation	% Submitted	DT Field Maintenece Team In-Charge	10	100%	>=95% & <100%	>=90% & <95%	<90%
3	DT-HVDS Meters Abnormal Voltage & Abnormal Current Cases Repeation	No.of Meters	DT Health Reporting Team In-Charge	5	No repetition	>0 & <=30 nos	>30 & <=50 nos	>50 nos.
C	Operational Performance- AMR Modem Maintenance			25	10	7.5	5	0
1	Action taken in field within 48 hrs from the date of intimation in case AMR communication is down.	% Resolved	DT Field Maintenece Team In-Charge	10	100%	>=98% & <100%	>=90% & <98%	<90%
2	Replacement/Re-Installation of defective AMR with Photographs	% Resolved	DT Field Maintenece Team In-Charge	10	100%	>=95% & <100%	>=90% & <95%	<90%

3	AMR Modem Abnormal Voltage & Abnormal Current Cases Repeation	No.of Modems	DT Health Reporting Team In-Charge	5	No repetition	>0 & <=30 nos	>30 & <=50 nos	>50 nos.
D	Operational Performance- DT-HVDS Metering Quality			15	10	7.5	5	0
1	Sites where meter installation work carried out within same month, found with irregularities	% Found on Sample Sites Inspection	DT Field Maintenance Team In-Charge	10	0%	>0% & <=10%	>10% & <=20%	>20%
2	Sites found during routine visits with irregularities	% Found on Sample Sites Inspection	DT Field Maintenance Team In-Charge	5	0%	>0% & <=10%	>10% & <=20%	>20%
E	Safety System, T&P and Vehicle - Adherence			10	10	7.5	5	0
1	Use of safety gears (gloves, helmets and boots) and Creation of safety zone	Safety gears to be checked in person	DT Field Maintenance Team In-Charge	5	100% of safety gears and creation of safety zone	>=90% & <100% of safety gears and creation of safety zone	>=80% & <90% of safety gears and creation of safety zone	<80% of safety gears and creation of safety zone
2	Availability of tools and tackles	Weighted average of proper tools found at division/sub-division or with maintenance teams	DT Field Maintenance Team In-Charge	5	100% Availability of Tools	>=90% & <100% Availability of Tools	>=80% & <90% Availability of Tools	<80% Availability of Tools

95% to 100%	Excellent
90% to 95%	Very Good
80% to 90%	Good
70% to 80%	Needs Improvement
<70%	Not Satisfactory

FORMATS

BSES

FORMAT 4.1**EMD BANK GUARANTEE**

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated[date of submission of bid] for the supply/services of [name and/or description of the goods/sevices] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called the "Bank"),are bound unto BSES RAJDHANI Power Ltd., with its Corporate Office at BSES Bhawan, Nehru Place, New Delhi - 110019 ,(herein after called —the "Purchaser")in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2023. The Conditions of this obligation are:

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

or

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

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

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

FORMAT 4.2**PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE****(TO BE ISSUED ON RS 100/- STAMP PAPER)**

This Guarantee made at _____ this [] day of [] 2023

1. WHEREAS **M/s BSES Rajdhani Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **BSES Bhawan, Nehru Place, New Delhi - 110019**, India hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [] pl. specify the name of Bank) having its head/registered office at [] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.



BSES Rajdhani Power Ltd.

- 13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- 14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
- 15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
- 16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this day of 2023 at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

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

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

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

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

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

FORMAT 4.3**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the ____ day of _____, 2023

By And Between

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

And

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

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

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

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

includes information provided in various meetings.

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

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

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

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

For the Disclosing Party

Authorized Signatory

Name:

Designation:

For the Receiving party

Authorized Signatory

Name:

Designation:

FORMAT 4.4**NO DEVIATION DECLARATION****NO DEVIATION –A(Technical)**NIT NO & DATE:DUE DATE OF TENDER:

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

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

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

NO DEVIATION –B(Commercial)NIT NO & DATE:DUE DATE OF TENDER:

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

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

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

FORMAT 4.5**BIDDER'S COMMUNICATION DETAILS**

Bidder should furnish the below details for future communication: -

<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

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