



**TENDER NOTIFICATION FOR**

**RATE CONTRACT FOR SUPPLY & INSTALLATION OF END TERMINATION  
& STRAIGHT THROUGH CABLE JOINTING KITSO F VARIOUS SIZES OF  
CABLES SIZES 33 & 66KV**

**NIT NO CMC/BR/24-25/FK/PR/FH/1227, DT-05.11.2024**

**Due Date for Submission: 25.11.2024, 1500 Hrs.**

**BSES RAJDHANI POWER LIMITED,  
BSES Bhawan, Nehru Place, New Delhi-110019 Corporate Identification Number:  
U74899DL2001PLC111527 Telephone Number: +91 11 3999 7235  
Fax Number: +91 11 2641 9833  
Website: [www.bsedelhi.com](http://www.bsedelhi.com)**

NIT NO CMC/BR/24-25/FK/PR/FH/1227

**SECTION – I: REQUEST FOR QUOTATION****Event Information**

1. BRPL invites sealed tenders in 2 envelopes for establishing “RATE CONTRACT FOR SUPPLY & INSTALLATION OF END TERMINATION & STRAIGHT THROUGH CABLE JOINTING KITS OF VARIOUS SIZES OF CABLES FOR CABLE SIZES 33KV & 66KV in BRPL area from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly super scribed as — “RATE CONTRACT FOR SUPPLY & INSTALLATION OF END TERMINATION & STRAIGHT THROUGH CABLE JOINTING KITS OF VARIOUS SIZES OF CABLES SIZES 33 & 66 KV”- **NIT NO CMC/BR/24-25/FK/PR/FH/1227, DT-05.11.2024**”.

Sl. No.	Item Description	Technical Specification	Estimated Cost	Qty.	Delivery at
1	Rate contract for Supply & Installation of Straight Thru & End Termination joints of Various Sizes for Cable sizes 33KV & 66KV	BSES-TS-44-STTH-R0 BSES-TS-45-TERM-R0	Rs 11.73 Cr	As per Section V	New Delhi STORES

**Note: - 1) The quantity indicated in Section V is for 1 year. However the rates quoted shall remain valid for 2 years.**

**2) BRPL has reserve right to change/Modify the scope of work defined in BOQ before awarding of contract**

The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto 25.11.2024, **1500Hrs**. The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsesdelhi.com --> Tenders --> BSES Rajdhani Power Ltd --> Open Tenders**”.

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

The bids shall be addressed to:

Head of Department Contracts & Materials Deptt.  
BSES Rajdhani Power Ltd C&M Deptt.  
1<sup>st</sup> Floor, C Block  
BSES Bhawan, Nehru Place New Delhi 110019

BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents.

Tender will be summarily rejected if:

- **Earnest Money Deposit (EMD)** of value **INR 11, 73,000/-** is not deposited in shape of Bank Fixed deposit (lien marked in favor of BSES RAJDHANI POWER LTD.)/ Bank

Guarantee valid for One Hundred Fifty (150) days after due date of submission or amended due date of submission drawn in favor of BSES Rajdhani Power Ltd, 1ST FLOOR, C - BLOCK, BSES BHAWAN, NEHRU PLACE, NEW DELHI – 110019 by any Indian bank/ foreign bank having service branch in India.

- The offer does not contain “FOR NEW DELHI” price indicating break-up towards all taxes, duties & freight.
- Complete Technical details are not enclosed.
- Tender is received after due date and time.

## 2) Qualification Criteria –

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

- 1) The bidder must be a manufacturer of Cable Jointing & Termination Kits of 33KV & above voltage grade.
- 2) The bidder should have infrastructure in India for providing service & spare support to purchaser. The relevant documents including details of manufacturing units, locations and works from where supply, spares & service against this tender shall be proposed to be furnished.
- 3) The bidder must possess valid ISO 9001:2015 certification.
- 4) The bidder should have plant installed capacity of minimum 20% of qty per month as per Price Format.
- 5) The bidder should have more than 7 years' experience in the field of cable jointing and fault repairs for 33KV & above voltage grade in India. The prospective bidder should have in excess of 5 years' experience of running O&M call center and maintenance/rectifications of underground cables by establishing 24x 7 call centers anywhere in India with any major utilities/SEB's supporting documentary evidence shall be submitted.
- 6) The bidder should have adequate experienced jointers having Electrical License upto & including 66KV. The bidder should have team of over 40 trained experienced Joints/Engineers/ Technicians in Delhi/NCR for the maintenance & rectification of underground cables. List of manpower available with details to be submitted along with bids.
- 7) The bidder should have installed minimum numbers of joints/terminations during last 3 years in a voltage class category being offered as per below,

Voltage class	Numbers
33KV	500
66KV	100
- 8) The bidder must have adequate Financial Stability and status to meet the financial obligation pursuant to the scope of supply and shall have average annual turnover of minimum ₹ 50 Crore during last three (3) financial years(2021-22, 2022-23, 2023-24).
- 9) The bidder should possess valid Electrical Contractor License issued by competent statutory agency to undertake work in NCT Delhi. In case bidder is not having this license, Bidder 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 where copy of valid license shall be submitted to purchaser before the start of the work.

- 10) The bidder must have valid PAN No., GST registration, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the applicable laws/rules etc before the start of the work.
- 11) An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self-certified) to be submitted that there is no pending litigation with government on account of executing similar order.
- 12) The Bidder shall submit an undertaking "No Litigation" is pending with the BRPL and Group Companies.
- 13) Any bidder not fulfilling the QR criteria may apply under this tender for the purpose of trial order, as per "BRPL Policy for Trial Order" subject to meeting all technical specification and requirements. Any such bid submitted shall be considered for trial order strictly as per the BRPL procurement policy / DERC guidelines and shall not entitle bidder to qualify/claim for order of tender quantity.  
Notwithstanding anything stated above, BRPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final

### 3.0 Bidding and Award Process

Bidders are requested to submit their offer strictly in line with this tender document. **NODEVIATION IS ACCEPTABLE.** BRPL shall respond to the clarifications raised by various bidders and the same will be intimated to all participating bidders through website.

#### **BID SUBMISSION**

The bidders are required to submit the bids in 2(two) parts and submitted in 1 original + 1 copy to the following address

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

#### **PART A** :

**TECHNICAL BID** comprising of following:

- EMD
- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria at sl. No 2.0 i.e. Audited Balance Sheet of last 3 years, CA Certificate Of turnover for last 3 years, Performance Certificates etc
- Technical Literature, GTP, Type test report etc
- Qualified Manpower available
- Testing Facilities
- Original Tender documents duly stamped & signed on each page as token of acceptance
- Acceptance to Commercial Terms and Conditions viz. Delivery schedule/period, Payment terms, BG etc
- Power of Attorney for signing the bid

#### **PART B**

:



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**FINANCIAL BID** comprising (1 original only)

· Price strictly in the Format enclosed indicating Break up of basic price,taxes & duties, Freight etc

### TIME SCHEDULE

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

S. No.	Steps	Date
1	Date of sale of bid documents	05.11.2024
2	Last date of Queries, if any	17.11.2024 1500Hrs.
3	Last date of receipt of bid documents	25.11.2024 1500Hrs
4	Date & time of opening of tender – Part A	25.11.2024 1530Hrs
5	Date & Time of opening of Part B of qualifiedbidders	Successful bidders will be intimated through mail

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

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

**Part – A:** Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date.

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

**REVERSE AUCTION:** Purchaser reserves the right to use **REVERSE AUCTION** through SAP- SRM as an optional tool as an integral part of the entire tendering process. All techno- commercially qualified bidders shall participate in this event

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder’s capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

### **BIDS RECEIVED AFTER DUE DATE AND TIME MAY BE LIABLE TO REJECTION**

#### **4.0 Award Decision**

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

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

In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award other suppliers who are found fit.

**QTY VARIATION:** The purchaser reserves the rights to vary the quantity by ( $\pm$ )30% of the tender quantity.

**The rates quoted shall remain valid for 2 years. Purchaser shall release purchase orders as per requirement and stock position in order to maintain stock position.**

**In the event of order to a new vendor, the party shall establish a Call Centre (24x7) in the nominated district/circle/area of BRPL.**

## 5. Market Integrity

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

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

## 6.0 Supplier Confidentiality

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

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

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

## 7.0 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post / courier to following address. The same shall not be communicated through email/phone

Contact Person	Technical	Commercial
	to CES	To:- faiyaz.hussain@relianceada.com
	Copy to : Pankaj Goyal	Copy to : Pankaj Goyal
Address	BSES RAJDHANI Power Ltd ,5th Floor , 20 No Building, Nehru Place, New Delhi 110019	C&M Deptt. 1st Floor , D-Block, BSES RAJDHANI Power Ltd BSES Bhawan, Nehru Place, New Delhi 110019
Email	Amit.as.tomar@relianceada.com	Pankaj.goyal@relianceada.com



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## SECTION – II: INSTRUCTION TO BIDDERS

### 1.00 GENERAL

1.00 BSES Rajdhani Power Ltd hereinafter referred to as “The Purchaser“ are desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for supply & installation of Cable jointing Kits as notified earlier in this bid document.

### 2.00 SCOPE OF WORK

The scope shall include Design, Manufacture, Testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser’s stores/site, Establishment of 24x7 Call Centre, Installation of the kits up to satisfaction of Engineer-in-Charge.

### 3.0 DISCLAIMER

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

Neither Purchaser 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 Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

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

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

### 4.0 COST OF BIDDING

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

## B. BIDDING DOCUMENTS

The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents as follows:

- |     |                                      |                |
|-----|--------------------------------------|----------------|
| (a) | Request for Quotation (RFQ)          | - Section - I  |
| (b) | Instructions to Bidders (ITB)        | - Section - II |
| (c) | Terms & Conditions of Contract (T&C) | - Section -III |
| (d) | Delivery schedule                    | - Section IV   |



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- |     |               |               |
|-----|---------------|---------------|
| (e) | Price Format  | - Section V   |
| (f) | EMD BG Format | - Section VI  |
| (g) | Bid Form      | - Section VII |

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

## **AMENDMENT OF BIDDING DOCUMENTS**

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

The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in web site [www.bsesdelhi.com](http://www.bsesdelhi.com) and the same will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum in website [www.bsesdelhi.com](http://www.bsesdelhi.com)

Purchaser shall reserve the rights to following

- Extend due date of submission
- Modify tender document in part/whole
- Cancel the entire tender

## **PREPARATION OF BIDS**

### **7. LANGUAGE OF BID**

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

### **8. DOCUMENTS COMPRISING THE BID**

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

Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

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

Tender documents duly stamped and signed on each page by authorized signatory.

## 9.0 BID FORM

The Bidder shall submit one "Original", "1<sup>st</sup> Copy" and "2<sup>nd</sup> Copy" of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

### EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to as specified in the Section-I. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- Bank Fixed deposit (lien marked in favor of BSES RAJDHANI POWER LTD.)/ Bank Guarantee valid for One Hundred Fifty (150) days after due date of submission or amended due date of submission drawn in favor of BSES Rajdhani Power Ltd, 1ST FLOOR, C - BLOCK, BSES BHAWAN, NEHRU PLACE, NEW DELHI – 110019 by any Indian bank/ foreign bank having service branch in India.

EMD issued by any scheduled bank strictly as per the format enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid

The EMD may be forfeited in case of:

- a) The Bidder withdraws its bid during the period of specified bid validity

Or

- b) The case of a successful Bidder, if the Bidder does not
  - i) Accept the Purchase Order, or
  - ii) Furnish the required performance security BG.

## 10. BID PRICES

Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.

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



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#### 11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

#### 12.0 **PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for 120 (One Hundred Twenty) days from the due date of submission of the Bid or amended due date of submission, whichever is later.

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

#### 13.0 **ALTERNATIVE BIDS**

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

#### 14.0 **FORMAT AND SIGNING OF BID**

The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" "1<sup>st</sup> copy" "2<sup>nd</sup> Copy" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

The original and 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.

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

### **B. SUBMISSION OF BIDS**

#### 15.0 **SEALING AND MARKING OF BIDS**

Bid submission: One original + 2 Copies (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

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

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 Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Purchaser.

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

The original Bid, together with the required copies, must be received by the Purchaser at the address specified no **later than the due date specified earlier**

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

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

**C. EVALUATION OF BID****20.0 PROCESS TO BE CONFIDENTIAL**

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

**21.0 CLARIFICATION OF BIDS**

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

**22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

Purchaser 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. Purchaser may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.



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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.

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

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

### **EVALUATION AND COMPARISON OF BIDS**

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

The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check.

The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

The Purchaser'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) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

### **D. AWARD OF CONTRACT**

#### **24.0 CONTACTING THE PURCHASER**

If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

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

#### **25.0 THE PURCHASER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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 Purchaser's action.

#### **26.0 AWARD OF CONTRACT**

The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order to other bidders in the tender, provided it is required for timely execution of project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.

#### **27.0 THE PURCHASER 'S RIGHT TO MODIFY QUANTITIES/SCOPE**

The Purchaser reserves the right to MODIFY the quantity/scope i.e. increase or decrease the numbers/quantities/scope without any change in terms and conditions before awarding of contract or during the execution of the Order.

#### **28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

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

#### **29.0 PERFORMANCE BANK GUARANTEE**

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the Contract Price. The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

#### **CORRUPT OR FRAUDULENT PRACTICES**

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

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

(i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering,



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giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser 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.

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

### **SECTION – III: TERMS AND CONDITIONS**

#### **1.0 General Instructions**

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

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

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.

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

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 Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

#### **Definition of Terms**

"Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.

"Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.

"Supply" shall mean the Scope of Contract as described.

"Specification" shall mean collectively all the terms and stipulations contained in those portions of this



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bid document known as RFQ, Commercial Terms & Condition, and Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.

“Letter of Acceptance” shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The “Letter of Acceptance” issued by the Purchaser shall be binding on the “Supplier”. The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.

“Month” shall mean the calendar month and “Day” shall mean the calendar day.

“Codes and Standards” shall mean all the applicable codes and standards as indicated in the Specification. “Offer Sheet” shall mean Bidder's firm offer submitted to BRPL in accordance with the specification. “Contract” shall mean the “Letter of Acceptance/Purchase Order” issued by the Purchaser.

“Contract Price” shall mean the price referred to in the “Letter of Acceptance/Purchase Order”.

“Contract Period” shall mean the period during which the “Contract” shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force Majeure.

“Acceptance” shall mean and deemed to include one or more of the following as will be stipulated in the specification:

- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
- b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
- c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

### **3.0 Contract Documents & Priority**

**3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

### **4.0 Scope of Supply -General**

The “Scope of Supply” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.

Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ. Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

All relevant drawings, data and instruction manuals.

**5.0 Quality Assurance and Inspection**

Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc. In case of standard items, BRPL shall forward the standard QAP which is to be followed by vendor during manufacturing.

Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work pasta hold point only after clearance by purchaser or a witness waiver letter from BRPL.

The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

On completion of manufacturing the items can only be dispatched after receipt of dispatch instructions issued by the Purchaser.

All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

**6.0 Packing, Packing List & Marking**

**Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.

**Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width and weight) of each container/box/drum/carton, Item SAP Code, PO No & date, unique Sr. Nos. of each item (Joint & Termination Kits ),etc . One copy of the packing list shall be enclosed in each package delivered.

**7.01 Price basis for supply of materials**

Bidder to quote their prices on Landed Cost Basis and separate price for each item. FIRM prices for supply to BRPL Delhi/ New Delhi stores inclusive of packing, forwarding, loading at



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manufacturer's premises, payment of Goods and Tax, Freight etc. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actual.**

The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.

Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser.

Purchaser shall issue Form 'C' wherever applicable and accordingly bidder to consider applicable taxes in the quoted price.

### **Terms of payment and billing**

For Supply of Equipments:

100% payment shall be made within 45 days from the date of receipt of material at store/ site.

Bidder to submit the following documents against dispatch of each consignment:

- i. Consignee copy of LR
- ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- iii. Original certificate issued by BRPL confirming receipt of material at site and acceptance of the same.
- iv. Dispatch clearance & inspection report issued by the inspection authority
- v. Packing List.
- vi. Test Reports
- vii. Guarantee Certificate.

### **9.0 Price Validity**

**9.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission or amended due date of submission, whichever is later. For awarded suppliers, the prices shall remain valid and firm till contract completion.

### **10.0 Performance Guarantee**

Supplier shall establish a performance bond in favor of BRPL in an amount not less than ten percent (10%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period.

Bank guarantee shall be drawn in favour of BSES Rajdhani Power Ltd as applicable. The performance Bank guarantee shall be in the format as specified by BRPL.

### **11.0 Forfeiture**

Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

**12.0 Release**

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 10.0) except for the case set forth in Clause 21.0.

**13.0 Warranty/Defects Liability Period**

**13.01** The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

**14.0 Return, Replacement or Substitution.**

BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BRPL may set off such costs against any amounts payable by BRPL to Supplier. Supplier shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

**15.0 Effective Date of Commencement of Contract:**

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

**16.0 Time – The Essence Of Contract**

**16.01** the time and the date of completion of the "Supply" as stipulated in the Letter Of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

**17.0 The Laws and Jurisdiction of Contract:**

The laws applicable to this Contract shall be the Laws in force in India.

All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Mumbai in India

**Events of Default**

Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:



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- (a) Supplier fails or refuses to pay any amounts due under the Contract;
- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BRPL.

### **Consequences of Default.**

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

### **20.0 Penalty for Delay**

If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the basic (ex-works) price for every week delay or part thereof for individual milestone deliveries.

The total amount of penalty for delay under the contract will be subject to a maximum of ten percent(10%) of the basic (ex-works) price

The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

### **21.0 Statutory variation in Taxes and Duties**

The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

## Force Majeure

### General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- (ii) 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 Contract.
- (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 with above clause.

Specific Events of Force Majeure subject to the provisions of above clause, 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.
  - b) Explosions or fires
- (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:

- i) Immediately notify the other party in writing of the force majeure events within 7 (seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- 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.

Mitigation of Events of Force Majeure Each Party 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 recourse to alternate methods of satisfying its obligations under the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the other Party 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.

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.

Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.

Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to an event of Force Majeure."

### **23.0 Transfer and Sub-Letting**

**23.01** The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

### **24.0 Recoveries**

**24.01** Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining?

### **25.0 Waiver**

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

### **26.0 Indemnification**

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

**SECTION – IV:  
QUANTITY AND DELIVERY REQUIREMENT**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Specification</b>	<b>Total Qty.</b>	<b>Delivery Schedule</b>	<b>Destination</b>
1	Rate contract for Supply & Installation of Straight Thru & End Termination joints of Various Sizes for Cable sizes 33KV & 66KV	BSES-TS-44-STTH-R0 BSES-TS-45-TERM-R0	As per SectionV	As per BRPL Requirement	BRPL Stores Delhi

# **SECTION – V**

## **PRICE FORMAT SUPPLY AND INSTALLTION**



**SECTION V**

**IBID FORM**

To

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

Sir,

1 We understand that BRPL is desirous of procuring of ..... in it's licensed distribution network area in Delhi

Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications

2 If our Bid is accepted, we undertake to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

3 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten) percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

4 We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5 We declare that we have studied the provision of Indian Laws for supply of equipment's/materials and the prices have been quoted accordingly.

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

7 We understand that you are not bound to accept the lowest, or any bid you may receive.

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

Dated this..... day of.....2024

Signature..... In the capacity of .....

.....duly authorized to sign for and on behalf of(IN BLOCK CAPITALS)

.....

**SECTION VII****FORMAT FOR EMD BANK GUARANTEE**

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

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*],having ourregistered office at[*address of the registered office of the bank*](herein after called the "Bank"),are bound unto BSES Rajdhani Power Ltd., with it's Corporate Office at BSES Bhawan Nehru Place, New Delhi - 110019

,(herein after called —the "Purchaser")in the sum of ..... (Rupees.....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of

\_2024.TH E CONDITIONS of this obligation are:

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 theInstructions 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 One Hundred Twenty (120) days after the due date of submission bid or amendments, whichever is later, 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)

**COMMERCIAL TERMS AND CONDITIONS - SUPPLY**

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of tender	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	100% payment within 45 days after receipt of material at stores	
4	Delivery schedule	As per BRPL Requirements	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value of undelivered units	
7	Performance Bank Guarantee	10% of total PO value valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed & stamped by the bidder along-with bid)

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All bidders who are techno-commercially qualified on the basis of tender requirements shall participate in the reverse auction.

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

1. In case of bidding through Internet medium, bidders are advised to ensure availability of all associated infrastructure as required to participate in the reverse auction event. Inability to bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
3. The bidder is advised to understand the auto bid process safeguard themselves against any possibility of non-participation in the reverse auction event.
4. The bidder shall be prepared with competitive price quotes during the day of reverse auction event.
5. The prices quoted by bidder in reverse auction event shall be on FOR Landed cost BRPL Store/site basis inclusive of all relevant taxes, duties, levies, transportation charges etc.
6. The prices submitted by the bidder during reverse auction event shall be binding on the Bidder.
7. The bidder agrees to non-disclosure of trade information regarding bid details e.g. purchase, identity, bid process/technology, bid documentation etc.
8. BRPL will make every effort to make the bid process transparent. However award decision of BRPL will be final and binding on the bidder.
9. The prices submitted during reverse auction event shall be binding on the bidder.
10. No request for Time extension of the reverse auction event shall be considered by BRPL.

**TERMS & CONDITIONS FOR INSTALLATION WORK:****1. Definition:**

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

**Company:** The terms "Company" shall mean BSES Rajdhani Power Limited having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assigns.

**Contractor:** Contractor shall mean the successful vendor to whom the contract has been awarded

**Rate:** The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual work done and the quantities of each item performed by the Contractor as per the site requirement to be certified by Engineer In-charge. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

**Work Order Specification:** The terms "work order Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in ANNEXURE enclosed and all such particulars mentioned directly/referred to or implied as such in the work order.

**Site:** The terms "Site" shall mean the working location mentioned in the work order.

**2. ENGINEER IN-CHARGE:** The term "Engineer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the work.

**3. EXAMINATION OF SITE AND LOCAL CONDITIONS:**

The contractor is deemed to have visited all the sites comes under BRPL licensed area under the work order and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

**4. LANGUAGE AND MEASUREMENT:**

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

**5. SCOPE OF WORK:**

The scope of work of the contractor shall be "setting up a complaint centre to cater to the demands of BRPL, in respect of repair and installation of 33KV and 66KV Cables Joints and Termination.

The detailed scope of work shall be as under:

1. The contractor shall provide services for establishing a 24x7 call centre for attending to complaint calls, to guide BRPL for detection of cable fault and repair the cable. The complaint will be registered all 24 hours a day. Work for the complaint registered between 12 O'clock in night and up to 8AM in the morning shall commence at 8 AM on the same day. However, in case of emergency and on specific request from BRPL, work shall be carried out in the night as well, and the CONTRACTOR shall endeavor on best effort basis to attend to the fault forthwith.

2. For the above the contractor shall establish a 24x7 Call Centre. The location of the call centre shall be in BRPL area. Telephone Nos. of the Call centers shall be made available by the contractor to BRPL. Telephone Nos. of all concerned officers pertaining to each zone of BRPL shall be made available by BRPL to the contractor. CONTRACTOR shall establish the Call Centre with Telephone connection, Fax machine, 2 Nos. computer with LAN/WAN, with printer, accessories and stationery.

Also, CONTRACTOR shall arrange call logging and Data entry operators one for each shift.

CONTRACTOR shall depute minimum one supervisor, and adequate numbers of MV and HV Jointers per circle. One Vehicle for each Call Centre shall be deployed by CONTRACTOR for 24 hours service.

3. Call shall be made at the call centre of CONTRACTOR by authorized Junior Engineer (JE)/ Assistant Engineer (AE) of BRPL, informing about the occurrence of cable fault. All further co-ordination related to the reported fault shall be made with the concerned JE/AE of the area concerned. A list of the authorized JEs/AEs shall be provided by BRPL to CONTRACTOR.

4. BRPL will ensure that the feeder/cable on which the fault has been reported is isolated and safeguarded for fault location. The cable so isolated and safeguarded shall be discharged by the JE/AE in the presence of CONTRACTOR representative and handed over to CONTRACTOR representative along with PTW (Permit to work). All equipment's in the sub-station, other than the one taken over shall be treated as live.

5. After location of the fault is known, and BRPL has taken due permissions from the Municipal Corporation of Delhi (MCD) and/or Public Works Department (PWD) and/or Traffic and/or Local police and /or such other agencies, as may be necessary in this regard, CONTRACTOR shall commence the work for excavation at the site

6. Any cable identification and puncturing shall be done by BRPL. CONTRACTOR shall provide the necessary assistance and arrange for cutting of the cable only after identification.

7. If, for any reason, CONTRACTOR cannot do jointing on the same day as the cable is cut, then the



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ends of cable shall be sealed by CONTRACTOR to prevent entry of moisture. Heat shrinkable Cable end caps shall be provided by BRPL for sealing of the cable.

8. After isolation of the fault by CONTRACTOR, the insulation resistance of the cable shall be measured to verify its healthiness as per the specification given in ANNEXURE- B. The test shall be done using 2.5/5KV Megger for HV cable and 500V Megger for LT cable. Moisture test shall be done by CONTRACTOR for HT cable to check the presence of moisture. If the result of the Insulation Resistance (IR) test is unsatisfactory then an HV test shall be carried out on the cable. Equipments and materials for HV tests, megger and moisture checking shall be arranged by CONTRACTOR. CONTRACTOR shall install cable accessories on healthy cables as per the specification in ANNEXURE-B. However, if in an emergency situation, BRPL would like CONTRACTOR to carry out the jointing/termination on cables with presence of moisture or having poor IR result, BRPL will not invoke the Guarantee clause or levy damages or take any consequential action for failure, if any.

9. CONTRACTOR shall carry out the jointing of cables only after obtaining written clearance from BRPL Engineers. BRPL shall issue free of cost all the required materials to CONTRACTOR, including but not limited to cable pieces, cable jointing /terminating kits, Heat shrinkable end caps, mechanical connectors, special Kits for jointing dissimilar size metal cables, clamps, cleats, jumpers, parallel groove(PG) clamps, Hume pipes and any other materials required to carry out the job. Any other incidental work including hand tools, crimping machine required for carrying out the jointing work shall be arranged by CONTRACTOR.

10. Installation of all joints and termination shall be carried out as per instruction manual. Non-standard kits or methods shall not be adopted by CONTRACTOR for any such work without prior written permission. Crimping of lugs and ferrules shall be carried out using crimping tools. CONTRACTOR shall deploy only trained and skilled jointers with the requisite knowledge of the job.

11. CONTRACTOR shall issue identity cards to its personnel deployed for execution of the assigned work in the various zones. Record of all the faults attended shall be maintained in a computerized data base format, approved by BRPL and shall be forwarded monthly basis as per annexure-I

12. CONTRACTOR shall ensure that adequate resources of men and material are deployed for each job and the work is completed within the target time as defined below. CONTRACTOR will adhere to the target period from the time of spiking of the faulty cable for different type of faults as details below.

33KV Faults	: 25 hours
66KV Faults	: 35 hours

In emergency bidder may require to complete jointing work as per direction of Engineer-In-Charge

However, if due to site conditions or factors beyond the control of BRPL and/or CONTRACTOR, the job is delayed, then the target date will be revised jointly by BRPL and CONTRACTOR.

The delay may, inter alia, be for any of the following reasons:

- a) Moisture in the cable due to which the excavation has to be extended.
- b) Cable is very deep.
- c) Job is suspended due to external interference like Traffic Police, PWD, MCD or general public.
- d) Non- receipt of required material from BRPL.
- e) Any of the consents/ approvals not being granted or delayed by the relevant authorities upon application having been made or granted but ceasing to be in full force for the required period to carry out the job.
- f) Trench-less cable laying is done.
- g) Digging involved is in excess of 10 meters.

13. BRPL shall arrange for fault Location, pinpointing the cable and spiking of cable. CONTRACTOR shall arrange excavation, backfilling, drawing of materials from the District stores, testing of cables before and after jointing and other allied works include lighting, dewatering, providing tents and related civil works. All labor for cable handling, pulling, laying and related civil works shall be in scope of CONTRACTOR.

#### 14. DIGGING & EXCAVATION

CONTRACTOR scope of work will

be:

- a) Carrying out the necessary excavation to uncover the faulty cable portion /accessory and also uncover the required cable length for the jointing /termination installation.
- b) Removing the faulty section.
- c) Testing the installation involving the cable and accessories, if necessary and applicable.
- d) Transportation the faulty section back to the Divisional Stores.
- e) Transporting the site the required material and equipment for repairing the faulty cable.
- f) Carrying out the installation of cable, Hume pipe, Joint markers provide Lighting (where necessary), provide for the removal of the subsoil water, provide tents etc. for the safe installation of the kits.
- g) Hi- potential testing / Megger testing of the repaired installation, as required.
- h) Burying the cable and accessories that were excavated after providing the cable covers and sandfilling, bricks, etc.

i) Submitting a report to BRPL of the work done and fault location at periodic intervals, as may be mutually agreed with BRPL.

j) Location of fault upon receiving intimation from BRPL as per para 4 above.

k) If a cable is used in between two joints the joint will be considered as double straight through joint irrespective of length of cable laid in between.

l) Cable laying in excess of 30 mtrs and upto 100 mtrs shall be approved by concerned AGM. In special cases where cable laying is in excess 100 mtrs, the same will not be covered under the scope of this rate contract. Such cases of cable laying including jointing will be carried out by agency under separate scheme which will be prepared by concerned manager.

m) Rates for cable laying include overhead cable laying as well.

The contractor shall provide petty material such as old cloths, waste cotton, gas cylinder, hexa blade, kerosene oil, amry papers, brick and sand to cover the joints. Removal of surplus malba as far as possible is also under contractor's scope.

15. CONTRACTOR shall make necessary arrangements of all facilities such as temporary lighting, sanitary installation, fire protection, disposal of waste, etc. Necessary warning lights shall be arranged by CONTRACTOR on trenches, which have to kept open overnight. The barricading of the sites shall be done by CONTRACTOR as required at site. The electricity for lighting can be taken from any of the installation of BRPL if possible.

16. BRPL's Responsibilities will include:

a) BRPL will assist CONTRACTOR in identifying the cable routes to the extent possible, in the areas allotted to CONTRACTOR.

b) Inform CONTRACTOR about the fault occurrence.

c) Isolate and safeguard the cable and hand over the same to CONTRACTOR along with the PTW.

d) Issuing a #Satisfaction Report# hereto within 24 hours of the completion of each job

e) BRPL will issue all the required materials, for making a satisfactory completion of all jointing jobs based on the requisition made by the CONTRACTOR. Contractor's scope is to draw the material from the District Stores of BRPL. However, if required, materials can be drawn in advance from the zonal Stores to meet exigencies.

(g) BRPL shall, if required, allocate storage space at various locations to store materials required for carrying out the cable repair work.

(h) Any work which is not covered under the scope of this agreement shall be carried out only based on the specific written request of BRPL and on the payment terms to be mutually agreed between

**17. REPAIR WORK:**

(a) BRPL will spike the cable in the presence of CONTRACTOR representative, prior to the repair work being carried out as per the work schedule.

(b) Further BRPL reserves the right of engaging any other agency or resorting to any other suitable means to carry out these jobs in the event of workmen of CONTRACTOR refusing to work, going on strike or for any other reason likely to delay the fault repair inordinately. Differential of repair expenses, if any, will be deducted from Contractor's bill to the extent not exceeding the amount which CONTRACTOR would have billed for the said work on the basis of the rates and other terms & conditions of this Agreement. Prior to doing so, BRPL will call upon CONTRACTOR by giving a notice in writing to carry out the job within half the time set

**18. RECORD KEEPING:**

CONTRACTOR will maintain the following records:

- (a) Details of the complaints received.(Annexure-I)
- (b) Detailed job cards for the repairs undertaken (Annexure-II)

**19. HUMAN RESOURCES:**

i) CONTRACTOR personnel will meet their own expenses when deputed for the execution of work. At no point of time during the currency of contract, CONTRACTOR employees shall press upon BRPL for employment, wages and allowances or any other related matter, payments etc.

ii) CONTRACTOR shall bear all expenses / cost to be incurred towards salary, allowance, perks travelling allowances, advances, insurance, safety measures, security, transport and all other misc. expenses etc. of their employee / workmen during the currency of this Agreement. Also CONTRACTOR shall be sole responsible for making payment for hospitalization, compensation thereof in case of any accident of its own personnel subject to the Liabilities clause.

**20. GEOGRAPHICAL COVERAGE:**

CONTRACTOR will independently establish one Complaint Centre for each circle (one for South circle & one for West circle)

**21. PRICE/RATE:**

The prices shall be as finalized by the tender process. The prices are firm and final during the tenure of the agreement. No escalation and variation shall be allowed.

## 22. TERMS OF PAYMENT

CONTRACTOR will raise invoices for the fixed charges on a monthly basis. CONTRACTOR will raise invoices on a monthly basis for the work executed which will be verified by the respective area Manager. All certified bill should be send to respective Circle Heads (O&M) for system verification before submitting to financedepartment

100% payment will be released to CONTRACTOR within 30 days of submission of Contractor's invoice at BRPL, Nehru Place Office along with the work completion certificate. The work completion certificate (Job Card) should be issued by concerned JE/AE by certifying that the work has been completed in full satisfaction of all relevant clauses applicable under the work order and all the documents in support of the certification shall be enclosed. The concerned JE/AE of BRPL shall sign the job card within 24 hours of the -work completion which consists following:

# filling of all the following fields in the Job cards for cable joints is must for each job performed by the agency in BRPL.

1. The new Job Card has provision for recording cross-reference of Fault ID (generated by OMS), which is mandatory.

Exceptions where fault ID is not generated, approval of Head (O&M) is required.

2. Cross reference of Job Card No is to be recorded on the corresponding cable fault screen in OMS.

3. Progressive certification is required by the B/D Maintenance Engineer during close of his shift.

4. In addition to certification by the Maintenance Engineer, the Job Card has to be certified by the Shift-in- Charge in which the job is completed.

CONTRACTOR shall submit Performance Bank Guarantee in mutually acceptable format for an amount of Rs. 10, 00,000/- (Rupees Ten Lacs only) valid up to 18 months from the date of agreement plus 03 month claim period.

Note: Instruction as given in Annexure III (Standard Operating Procedure) are to be followed while verification of Cable Jointing Bills.

## 24. TAXES

All taxes, duties, turnover tax, labour cess etc (except service tax.) leviable by State or Central Governments or local bodies shall be to Contractor's account. Any taxes and duties as may be levied by the government in future during the currency of this Agreement shall be borne by BRPL. Income tax /WCT will be deducted at source from the invoices of CONTRACTOR at the rates in force. CONTRACTOR shall furnish their Service Tax

Registration number. Service tax shall be paid extra at actual. Any variation in the taxes and duties shall be to BRPL account.

**25. GUARANTEES:**

All CONTRACTOR installations done by CONTRACTOR jointers or CONTRACTOR authorized representatives during the tenure of this agreement shall be guaranteed for good performance for a period of 5 years from the date of installation for joints and terminations. **Individual joints/ terminations shall be properly tagged by Contractor clearly mentioning date of jointing/ termination on the tag.**

In the event of any failure of the joints or terminations due to poor workmanship or design or manufacturing defects, then CONTRACTOR shall replace such joints and termination and make the joint and terminations including excavation and restoration to BRPL free of cost.

**26. LIQUIDATED DAMAGES:**

The jointing work shall be completed within the stipulated time as defined. If the work is not completed within the stipulated period in clause no. 12 of the Agreement, CONTRACTOR shall liable to pay the liquidated damages for any delay beyond the time mentioned. BRPL shall recover liquidated damages @ 0.5% per hour per job, subject to a maximum of 5 % per job amount involved.

**27. STATUTORY OBLIGATIONS:**

CONTRACTOR shall take all steps necessary or otherwise, to comply with the various applicable laws, rules, regulations, notifications, including, the provisions of Contract Labour (Regulation & Abolition Act 1970) as amended, Minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approvals required from the Central/State Governments or the Ministry of Labour.

**28. WORKMEN COMPENSATION:**

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

CONTRACTOR shall keep BRPL indemnified at all times, against all claims that may arise under this agreement, including claims of compensation under the provisions of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being in force by any workman engaged by CONTRACTOR in carrying out the job involved under this agreement and against



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costs and expenses, if any, incurred by BRPL in connection therewith and without prejudice to make any recovery.

BRPL shall be entitled to deduct from the moneys due to CONTRACTOR under this Agreement, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and BRPL and CONTRACTOR shall mutually agree upon the sums payable by CONTRACTOR under the provisions of this clause.

Nothing contained in this agreement, shall establish any relationship of any kind between BRPL on the one hand and the employees, workmen and labourers, of any kind whatsoever of CONTRACTOR on the other hand.

29. DOCUMENTATION:

CONTRACTOR shall submit the following documents to the Engineer -in-Charge, within a week of commencement of the agreement:

- i.) Copy of the document showing legal status of the firm along with names and addresses of the Senior Management personnel
- ii.) Copy of the document showing allotment of PF code number by RPFC office.
- iii.) Copy of insurance policy obtained to comply with the provision of the Workman compensation Act, 1923.

Nothing contained herein shall limit the nature of documents that BRPL may require CONTRACTOR to submit to BRPL.

30. SAFETY CODE:

CONTRACTOR shall ensure adequate safe conditions and ensure safety precautions at Site as required under applicable laws and shall be solely and entirely responsible for the complete safety of its workmen as well as other workers at site

CONTRACTOR shall also obtain accident liability insurance at its own cost for its employees and pay compensation on account of injury, fatal or otherwise due to accident during service and shall indemnify BRPL against any such claim.

BRPL shall ground and lock the feeder on which the joint/termination work is carried out and hand over the PTW and Keys to CONTRACTOR. BRPL shall ensure that the feeder is not charged till the time PTW and Keys are returned to BRPL.

31. LIABILITIES:

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy at his own cost to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not



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engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

Since CONTRACTOR has no privates with the ultimate customer of BRPL, BRPL will indemnify and keep indemnified CONTRACTOR against any loss, damages, claims, etc. BRPL will bear and pay all costs and expenses of CONTRACTOR in the event of CONTRACTOR being dragged to Court or any judicial or quasi-judicial body, or any other authority.

### 32. GOVERNING LAW AND ARBITRATION:Governing Law.

This agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

#### Dispute Resolution Mechanism.

All disputes and differences arising out of or in connection with this Agreement shall in the first instance be resolved amicably by mutual discussions of the CEOs of BRPL and CONTRACTOR. If the dispute cannot be resolved by mutual discussions and agreement the parties will take such dispute to an arbitration panel comprising three arbitrators. The parties shall be entitled to appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator who shall act as presiding arbitrator. The party seeking to invoke arbitration shall appoint its arbitrator in its notice of arbitration. The other party shall appoint its arbitrator and intimate the same within thirty days of the receipt of the notice of arbitration. In the event that such party fails to appoint its arbitrator within the specified period the arbitrator named in the notice for arbitration shall decide the dispute as the sole arbitrator. 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 costs of arbitration shall be borne equally by CONTRACTOR and BRPL.

### 33. REPRESENTATION, WARRANTIES AND GUARANTEES

CONTRACTOR hereby represents warrants and guarantees that:

- (i) It is a legally registered entity under the laws of India;
- (ii) The agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- (iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all



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other operational details and based on these studies carried out, has agreed to provide to BRPL the services as contemplated in this agreement;

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

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

(vi) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of BRPL;

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

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

#### 34. FORCE MAJEURE:

Force Majeure means any of the following events or circumstances if such event is beyond the reasonable direct or indirect control of CONTRACTOR and which results in Contractor's inability to perform its obligations in whole or in part:

(a) Strike or other industrial dispute or disturbance other than lockouts;

(b) Act of foreign enemy, war (whether declared or undeclared), revolution, coup d#etat, terrorist act, blockade insurrection, arson, disturbance of public order, sabotage and act of vandalism;

(c) Ionizing radiation, or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, nuclear assembly or nuclear component thereof;

(d) Acts of God such as lightning, storm, cyclone, hurricane, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;

(e) Explosion or fire;

(f) Any legislation law, directive, regulation rule, decree, order restraint or other action by public sector entity or other Governments and all supranational, national or local agencies, authorities, departments, ministries and officials;

#### 35. SECRECY CLAUSE:

The technical information and other related documents forming part of this agreement and the information obtained by either party during the course of investigation under this agreement shall be the



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exclusive property of either party and shall not be used by either party for any other purpose except for the execution of the agreement. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to any third party in full/part, not misused in any form whatsoever by either party except to the extent for the execution of this agreement.

The technical information and other related documents shall be returned by either party to each other with all approved copies and duplicates including all details as are prepared during the execution of this agreement, if any, immediately after they have been used for agreed purpose.

In the event of any breach of this provision, either party shall indemnify each other against any loss, costs or damages or claims by either party in respect of such breach.

Both the parties agree not to use their names in any manner either for credit arrangement or otherwise and it is agreed that either party shall not in any way be responsible for the debts, liabilities or obligations of the other and/or its employees.

36. Both parties to the Agreement hereby covenant that neither party shall be responsible for theft if any committed by its staff and they shall indemnify each other from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the other 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 each party may be liable to pay, incur or sustain by virtue of or as a result of the performance or nonperformance or observance or non-observance of any of the terms and conditions of this contract.

37. INDEMNIFICATION

CONTRACTOR shall indemnify at all times BRPL and hold harmless all directors and employees of BRPL against any claims, law suits or damages occurring as a result of the award of this contract or due to the operation, maintenance and administration of this contract and against costs and expenses, if any incurred by BRPL in connection therewith and prejudice to make any recovery.

38. Subletting

The Contractor shall not sublet, transfer, assign contract or any substantial part thereof without the written permission of the Company.

39. NON-EXCLUSIVITY

The award of agreement to CONTRACTOR shall not preclude BRPL from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties.

40. TERMINATION CLAUSE

The agreement can be terminated by either party before the expiry of its term by giving 30 day notice



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under the following conditions:

- i) Either party fails to perform as per the terms of this agreement.
- ii) It is found by either party that the other has intentionally manipulated or corrupted the data, or disclosed any of the contents of the details to any third party.
- iii) Either party repudiates this order or otherwise evidences intention not to be bound by this agreement;
- iv) Either party 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 novates any of its obligations in contravention to the provisions of this agreement.
- v) Breach of the Secrecy Clause.
- vi) If at any stage during the tenure of the agreement, either party is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to give bribe official/staff or misuse or abuse any data of the other.

Prior to giving the termination notice, both parties will exhaust the remedy of:-

- (a) the aggrieved party will call upon the other party to rectify the grievance/ issue within a period of 45 days; failing which
- (b) a committee comprising of two representatives, each of CONTRACTOR and BRPL resolving the issue; failing which
- (c) the CEOs of BRPL and CONTRACTOR resolving the issue; failing which

It is agreed and understood that only on the failure of the above three options, will the party contemplating termination give the Notice of Termination

#### 41. PERSONNEL:

CONTRACTOR shall maintain supervisory and other personnel round the clock for efficient operation of the system.

The personnel shall have adequate qualification and experience for performing the job.

If any of Contractor's personnel is, in the opinion of BRPL, guilty of any misconduct or incompetence or negligence, then, if so directed by BRPL, CONTRACTOR shall at once remove such employee and replace it by a qualified and competent substitute within a mutually agreed time frame.

CONTRACTOR shall issue identity cards to its employees deployed for execution of the assigned work in the Circle.

#### 42. ENTIRE AGREEMENT:

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

**43. AMENDMENT:**

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

**ANNEXURE-A**

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) An Electrical license.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) SSI Registration No.
- e) PAN No.
- f) Work Contract Tax/VAT Registration Number.
- g) Labour License under Contract Labour Act (R & A) Act 1970 (All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time Limits specified under the respective Acts.
- g) Workman Compensation Policy.
- h) Labour license before start of work.

**ANNEXURE B****Guidelines for Excavation and Cable Laying**

- (1) Once the fault is pinpointed and the location of fault is known, CONTRACTOR shall deploy his crew for excavation. Meanwhile 'an Intimation letter with all the relevant details and duly signed by the JE/AE shall be submitted at the office of the MCD/PWD. ,
- 2) Use of crow bars shall be restricted for removal of the hard upper crust of the earth. Thereafter, excavation shall be carried out with pick axes.
- 3) If during the progress of excavation warning covers of our cables or of other utilities are exposed, earth around these covers shall be scooped carefully with Phawra, fencing pins or tip of a pick axe. After loosening the covers they shall be removed and stacked for reuse. Every care shall be taken not to damage any of the utilities during the course of work.

- 4) The entire trench along the length shall be barricaded with corrugated sheets painted with red and white strips.
- 5) Warning lights shall be provided over the trench in the night.
- 6) Wherever crossing of lanes are involved, cable shall be laid in hume pipes.
- 7) The excavated material should be stacked on both sides of the trench to avoid inconvenience to public and traffic.
- 8) In case the depth of the trench is more than 1.5mtrs, appropriate shoring of walls' shall be done to prevent collapse of the excavated trench,
- 9) Wherever possible, the depth of the cable that shall be laid for repair will be as given below:  
33KV cable – Appx 1.20 m  
66KV cable – Appx 1.50m
- 10) The jointing pit shall preferably be of the size 2m x 5m, as to give enough working space for the jointer.
- 11) In case the cable that is cut is to be kept open in the trench for more than 2 days then the ends of the cable shall be sealed. Sealing can be done by plumbing for PILC cables and by sealing caps for XLPE cables.
- 12) If digging or jointing is to be done in the evening or night then arrangement for lighting for sufficient illumination shall be made by CONTRACTOR,
- 13) The jointing pit shall be covered with tarpaulin or plastic sheet before the jointing work is started.
- 14) After jointing work is over, soft soil (available at site) sand shall be used for backfilling.
- 15) While backfilling, care should be taken to consolidate the earth below the joints and cables to avoid subsequent subsidence.
- 16) While backfilling, the crown of the earth left shall be between 50mm to 100mm above road surface and shall be free from sharp stones and boulders. The backfilled earth shall be rammed to level the surface and removal of surplus debris as far as possible.
- 17) After completion of the entire job and the cable is put into load service, Letter for Road Restoration with the relevant details and signed by the JE/ AM shall be submitted to the MCD/PWD.

### Electrical Test on Cables

- 1) Megger Test shall be carried out on cable before and after Jointing. The acceptable value for the Test is minimum 50M OHMS. By and large the Megger values for all the phases should be equal. If the values are unequal then HV Test shall be conducted on the cable.
- 2) High Voltage shall be carried out after jointing .Test shall be carried out by applying the rated voltage on one core and grounding the other two phases. The voltage shall be increased gradually .The leakage current should be steady during the test.



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- 3) Individual joints/ terminations shall be properly tagged by Contractor clearly mentioning date of jointing/termination on the tag.
- 4) Identification Tags will be supplied & installed for each kits as per approved SOP of BRPL

**SOP for Tagging of Cable Joints**

Process of tagging of cable Joints have been envisaged to track the cable joint failure cases which has failed under guarantee period.

1. Vendor will supply tag along with Jointing Kit to BRPL of the following nomenclature i.e. XXYYZZZZZ where ( or as per approval from BRPL CES)

- a. XX - vendor initials
- b. YY – Year of manufacture of Cable Jointing Kit
- c. ZZZZZ – Five digit number (starting from 00001)
- d. The tag will be made of Stainless steel material. The size of the tag will be 3.5 Inches X 0.3Inch.

2. During preparation of joint, tag will be attached at either side of the cable through a tie at a nearest distance of about 50cm from the newly installed joint.

3. A sticker of same nomenclature i.e XXYYZZZZZ will be provided by the vendor along with Jointing Kit. This sticker will be pasted on the Job card while entering details of cable fault.

4. The Tag Id (XXYYZZZZZ) and Job card no. to be strictly entered in the OMS while closing the Cablefault in OMS.

5. A Copy of Job card will be kept in the office of DGM(O&M) along with the register where details of cable fault will be entered in supervision of DGM(O&M).The format of the same is attached below:

5)

SL No.	Cable(From----- To)	Date of Cable fault	Type of fault	Fault Id	Job Card No.	Nomenclature of Tag	Remark

1. The (X, Y) co-ordinates of the joint should also be recorded on the back side of the Job card for capturing the same in GIS.

2. Monthly MIS of the Cable Joint failure to be sent by respective Circle Head/Divisional Chief to Head(O&M)/Head(NWO)/Head(Finance) clearly specifying the total no. of Joints utilized for restoring the cable fault and levy of penalties towards failure.

**VENDOR CODE OF CONDUCT**

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives. Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

**I. Labour and Human Rights**

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.



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- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

### III. Environmental

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.



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- Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

- Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

#### IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.

- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.

- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.

- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.

- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.

- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products;



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(b) Conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.
- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

<b>ANNEXURE-I</b>							
<b>MONTHLY SUMMARY REPORT FOR SERVICE CABLE/LT/11 KV CABLE</b>							
1	Company						
2	District						
3	Period						
4	Voltage						
5	S. No.						
6	BSES Job No.						
7	MRS No.						
8	Fault ID						
9	Date & Time of Spiking of Cable						
10	Completion Date & Time						
11	Total Hours						
12	Total Minutes						
13	Feeder Location						
14	Reason for delay						
15	Type of Cable						
16	Straight through joints						
17	Termination						
18	Jointers BSES / Vendor						
19	No. of Digging						
<b>JOB CARD FOR CABLE JOINTING WORK</b>							
JOB CARD NO			Date			Fault IID	
<i>DIVISION</i>			Purpose		Project/Scheme		O&M
Contractor							
Voltage Grade	33/66 KV						
No. of Cores	1/3						
Cable size:	1000/ 800/ 630/ 500/ 400/ 300/ 240/ 225/ 185/ 150/ 120/ 95/ 70/ 50						sqmm
	Type of Joints			No. of Joints		Docat eno.	IR Ref
				Single	Double		
	XLPE/XLPE(or PVC/PVC) Straightthrough Joint						
	XLPE/PILC Transition Joint						
<b>Jointing Details</b>	PILC/PILC Straight through Joint						
	XLPE Indoor Termination						
	XLPE Outdoor Termination						
	PILC Indoor Termination						
	PILC Outdoor Termination						
Feeder details	From					To	



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Location	From					To			
Landmark:									
Falut Occurance Date:									
Job allocated by:					PTW Ref:				
	Date		Time			Date		Time	
Date & Time of Spiking:					Work Completed on:				
Digging Details (inmtr):	Length			Width			Depth		
Details of Cable Laid:	Size			Length			DocateRef:		
Contractor supervisor:				Signature:			Date:		
Stage Verification:	Stage/ work Verified			Name & Signature		Date & time			
Digging/jointing etc.									
Remark if any:									
Job Certified by:									
Shift Incharge		Name		Signature		Date			

**Annexure - III**  
**Standard Operating Procedure (SOP)**

**Instruction to be followed while verifying the Cable jointing bills:-**

1. Job card to be prepared against Fault Id only which is shown in OMS. If the cable fault is not in trunk cable i.e. in between two S/stn than fault id to be prepared manually in OMS.
  2. A clear photograph of joints in faulty conduction and joints prepared with revival of cable must be attached in the Job card.
  3. Separate MRS to be generated for each and every job card. In case of HT AB Cable (if applicable) separate MRS to be generated for joints/Cable used by vendors and the division AMC.
  4. If any material adjustment is needed for the material drawn against the Job Card than return of the material adjustment is to be done in the same MRS as work gets completed and then only Oder/notification to be closed.
  5. TAG Id which is symbol of date when joint is installed must be inserted with cable tie adjacent to the new joint.
  6. MRS to be closed within three days after completion of work and adjustment of material.
  7. Before signing the bill of Vendor, it must be ensured that is accounted properly and material shown in the Job Card is matching with the MRS including MRS number.
  8. Division and vendor to ensure submission of bill complete in all forms after due verification, signing and processed for final submission at VSC not later than 25th of every month.
  9. Any scarp i.e. cable, cable joint box etc obtained in the work should be returned through SDF.
  10. New Joints should be marked in GIS with GPS coordinates.
  11. Punching of MRS (for material issued and its reversal) in SAP should be in the same month of services done with reference to the concerned division and month.
  12. Details of old material removed from the site and return docket should also be provided along with the invoice submitted.
  13. Submission of bills to be specified in the work order with clause of penalty if not submitted within 25 days of execution.
  14. Clearing of malba should be mentioned and site photograph should be enclosed with invoice.
  15. Helmet with provision of video recording to be provided during jointing work.
  16. Complaint registered in odd hours (i.e. midnight) should be re-checked and a site photograph be submitted before and after execution.
- The above must be strictly followed.

## Scope Demarcation for Installation of Jointing and Termination Kits upto 66kV

Sl no	Descriptions	Responsibility		Remark
		Bidder	Company	
1	FLC and feeder shutdown	x	√	
2	Preparation of Material Reservation Slip (MRS) to issue the material	x	√	
3	RCP approval	x	√	
4	Issuing and Transportation of Termination, Jointing Kits, required cable, coffin, RFID Ball from Company store to site	√	x	RFID Ball shall be provided by Company
5	Vehicle arrangement for Manpower & Material movement	√	x	
6	Barricading including lightening, dewatering, providing tents etc.	√	x	
7	Safety Tools, jointing tools, Safety PPE	√	x	
8	Digging for Termination including back filling if any	√	x	
9	Installation of Termination kits on cable	√	x	
10	Connecting of cable to equipment's after installation of termination kits on cable	x	√	
11	Digging for Straight through joints including backfilling	√	x	
12	Jointing and Encasing of joint in presence of supervisor	√	x	
13	Handling of cable i.e- laying of cable, lifting to pole, dismantling from pole, dressing of cable etc.	√	x	
14	All kind of back filling after jointing and termination kits	√	x	
15	Filing and submission of job card including GPS location marking within 48 hours	√	√	
16	Return of scrap (Faulty Joint/Cable pieces) shall be deposited to SDO office/division store after completion of jointing and termination	√	x	
17	Road restoration after completion of work	x	√	
18	After completion of Jointing work, it should be properly covered with Coffins/RCC Joint Covers from all side for 66/33/11kV of cable along with sand filling. Transportation of coffin from Company store to site location NIP NO CMC/BR/24-25/FK/PR/FH/1227	√	x	Coffin/RCC Joint Covers shall be provided by Company Page 52 of 58

19	After completion of Jointing work, it should be properly covered with bricks from all side for 1.1kV cable including supply of bricks, sand, cement etc.	√	x	
20	Joints shall be done by Hydraulic crimping tool Gap between two crimp shall not be more than 15mm nada shall cover the complete length of ferrule / lugs barrel	√	x	
21	Max. time required to reach the site for Joints with or without RCP permission shall not be more than 120min	√	x	
22	Cable Joints will be having Tab for instant punching of <b>clear photograph/video of joints in faulty condition and joints prepared with revival of cable</b>	√	x	
23	After completion of Joint preparation, updated status of No. of Joints and length of cable used should be updated in IOMS module through Tab by jointer in the I-OMS fault id with the name of Jointer.	√	x	
24	TAG Id which is symbol of date when joint is installed <b>must be entered in the IOMS by the Call Center of Jointer</b>	√	x	
25	Vendors if could not submit the Bill by the timeline, then 10 % of the invoice value shall be imposed to vendor as a penalty and bill can be considered for nonpayment in case of extreme conduction	√	x	
26	If during audit any discrepancy found in the reconciliation, penalty with 10% of total PO value shall be imposed on vendor	√	x	
27	Jointing should be preferred in day other than in night (allowed only in exceptional reasons after approval from division head)	√	x	
28	Skilled worker is being utilized (Authorization letter need to be provided) for all kind of Jointing work.	√	x	
29	Earthing Strip and Mess wire / Copper braid wire to be connected at the end of the cable while preparing end termination. Photo of the same after proper connection should be uploaded into the IOMS	√	x	
30	For Nallah/Road Crossing GI Pipe to be utilized while preparing joint including transport from Company store to site	√	x	GI Pipe shall be provided by Company
31	Cut faulty section and Pre-test (Hi Pot) of cable for multiple fault	√	x	
32	HT No. of Cable / PR/FH/1227	√	x	Page 53 of 58

33	JCB and Pneumatic hammer included for digging	√	x	
34	Replacement of HTAB cable for HTAB cable jointing and termination	√	x	
35	ETC of RFID Ball (Active/Passive) for all kind of straight through joint of 11kV, 33kV and 66kV including Issuing, transportation from store to site	√	x	
36	Joint failure/LT/HT analysis – Support shall be provided for direction of joint. Analysis shall be done jointly by OEM and Company representatives.	√	x	
37	Joint date details Batch code and mfg details to be incorporated in OCJ App	√	x	
38	Supervision of jointing ,quality, safety @ site	√	√	SDO to ensure at site
39	Quality manual in which detailed jointing process & quality of the job along with QAP to be provided	√	x	

S.No	Description	UoM	Tender Qty. A	Supply rate in Rs./joints Incl. GST X	Installation rate in Rs./joints Incl. GST Y	Lump Sum digging cost Inc. GST Z	*Total Value (X+Y+Z)*A	Remarks
<b>33 KV STRAIGHT THROUGH JOINTING KITS</b>								
1	3 X 400 SQMM XLPE with OFC Kits	EA	220			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			95			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
2	3 X 400 SQMM XLPE without OFC Kits	EA	231			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			100			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
3	3 X 400 SQMM XLPE Single core repairing joint without OFC	EA	10			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			5			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
4	3 X 400 SQMM PILCA	EA	3			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			2			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
5	3 X 400 SQMM TRANSITION	EA	12			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			5			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
6	1 X 1000 SQMM XLPE	EA	3			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			2			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid

S.No	Description	UoM	Tender Qty. A	Supply rate in Rs./joints Incl. GST X	Installation rate in Rs./joints Incl. GST Y	Lump Sum digging cost Inc. GST Z	*Total Value (X+Y+Z)*A	Remark
<b>33 KV END TERMINATION KITS - INDOOR</b>								
1	3x400 SQMM XLPE (with OFC kit)	EA	2					
2	3x400 SQMM XLPE (without OFC kit)	EA	12					
3	3x400 SQMM XLPE, GIS, (without OFC kit) Male Part	EA	10					
4	3x400 SQMM XLPE, GIS, (with OFC kit) Male Part	EA	10					
5	1X1000 SQMM XLPE	EA	5					
<b>33 KV END TERMINATION KITS - OUTDOOR</b>								
1	3x400 SQMM XLPE (with OFC kit)	EA	55					
2	3x400 SQMM XLPE (without OFC kit)	EA	25					
3	1X1000 SQMM XLPE	EA	5					
<b>66 KV STRAIGHT THROUGH JOINTING KITS</b>								
1	3 X 300 SQMM XLPE ( with OFC kit)	EA	131			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			57			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
2	3 X 300 SQMM XLPE ( without OFC kit)	EA	15			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			6			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
3	1 X 630 SQMM XLPE	EA	52			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			23			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
4	1 X 1000 SQMM XLPE	EA	154			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			66			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
5	1X1000 SQMM XLPE - Single core repairing joint	EA	3			Soft		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
			2			Rocky		Lumpsum digging cost fixed for 6 meters. Beyond 6 meters ,rates as per Extra digging in soft soil (>6mtr) under 'Misc Work ' will be paid
6	66KV, Reducer Mechanical Connector (1CX630 sqmm to 1CX1000 sqmm)	EA	20					

S.No	Description	UoM	Tender Qty. A	Supply rate in Rs./joints Incl. GST X	Installation rate in Rs./joints Incl. GST Y	Lump Sum digging cost Inc. GST Z	*Total Value (X+Y+Z)*A	Remarks
<b>66 KV END TERMINATION KITS - OUTDOOR</b>								
1	3X300 SQMM XLPE (with OFC kit)	EA	17					
2	3X300 SQMM XLPE (without OFC kit)	EA	5					
3	1X630 SQMM XLPE	EA	6					
4	1X1000 SQMM XLPE	EA	35					
<b>66 KV END TERMINATION KITS - INDOOR</b>								
1	3X300 SQMM XLPE (with OFC kit)	EA	5					
2	3X300 SQMM XLPE (without OFC kit)	EA	5					
3	1X630 SQMM XLPE	EA	5					
4	1X1000 SQMM XLPE	EA	5					
5	3X300 SQMM XLPE, GIS, Male Part, (with OFC kit)	EA	4					
6	3X300 SQMM XLPE, GIS, Male Part,(without OFC kit)	EA	4					
7	1X1000 SQMM XLPE, GIS,	EA	4					
<b>Misc. Work</b>								
1	Extra digging in soft soil (>6mtr)	Mtr	1823					
2	Extra digging in rocky soil (>6mtr)	Mtr	608					
3	Optical fibre cable & termination ( Total OFC = 48nos, 36 nos single mode & 12 nos multimode OFC )	EA	100					
4	Use of JCB	Hr	81					
<b>Total</b>								
<b>Note</b>								
1) The LS amount for digging is applicable up to 6mtr length. Over and above the Lump Sum digging rate which is upto 6mtr and required JCB ,the approval of Circle Head is mandatory.No extra payment shall be given for fault related digging.								
2) For digging beyond 6 Mtrs rates for extra digging as mentioned under misc. work will be paid.								
3) ETC of RFID Ball (Active/Passive) for all kind of straight through joint of 33kV and 66kV is included in jointing scope including Issuing, transportation from store to site								
4) Installation of coffin to cover the joint including sand filling as well as transportation from BRPL store to site is included in jointing scope								
5) Wherever JCB/Pneumatic hammer is required to be used in soft soil , normal digging line items rate shall not be applicable and rates applicable as per rocky soil will be paid.								
6) The rate of digging in rocky soil includes the use of JCB/Pneumatic hammer for 6 hrs.								
7) For usage of JCB /pneumatic hammer above 6 hours ,extra hour will be paid from misc line item with due approval of circle head								
8) Use of JCB/pneumatic hammer wherever required has to be duly certified by the CH and same has to be obtained within 24 hrs of execution of the job								
9) Charges for digging mentioned against rocky soil assumes JCB/pneumatic hammer use for 6 hours								
10) Quantities mentioned above are all indicative and will vary based on actual site requirement .								
11) All the rates mentioned above are inclusive of GST								
12) Offered male part of GIS kit shall be comparable to make- Pfister / Raychem /TE								
13) * This is for the calculation purpose, however payment of supply, installation and digging shall be done on actual basis.								

## Penalty Details

S.no.	Item description	Proposed penalty clause	Penalty amount (Rs)
1	<b>Joint/warranty fail</b>	If a joint is failed during warranty period (within 5 years) <u>amount of penalty shall be applicable</u>	Refer clause-Penalty for Under Warranty Joint/Term Failure (Annexure-I)
2			
a	<b>Job Card- Compulsory repairing by 48 hrs</b>	OEM need to submit job card to SDO within 48hours (after repairing/installation of the joints). <u>Failing on the above, penalty shall be applicable</u>	2500
b	<b>Faulty Joint/Cable pieces shall be deposited to SDO office</b>	After repairing, all scrap materials shall be submitted to SDO store by OEM immediately. <u>Failing on the above, penalty shall be applicable</u>	2500
c	<b>Site safety &amp; quality of job</b>	OEM to ensure following points to be complied at site during jointing— <ul style="list-style-type: none"> <li>• Barricading/light</li> <li>• PPE kit</li> <li>• T&amp;P</li> <li>• Through phasing of cable at 2 ends</li> <li>• Quality manual (to be provided by OEM during tender evaluation)</li> </ul> <u>Failing on the above, penalty shall be applicable</u>	2500
d	<b>Jointing photo, storing, sharing (as and when required by BRPL)</b>	<ul style="list-style-type: none"> <li>• OEM need to share photos of the joint to concerned SDO/DC and also keep their record</li> <li>• BRPL may ask OEM of the above (as and when required) and OEM need to share</li> </ul> <u>Failing on the above, penalty shall be applicable</u>	2500
3	<b>Cable damaged</b>	If during joint repairing, if any other cable/pipe/etc damaged by OEM same shall be repaired by OEM at their own cost	-----
4	<b>Bill submission</b>	Bill shall be submitted at every 25 <sup>th</sup> day of every month of their previous month bill	1% per week of the RA bill amount and max. up to 10% of their RA bill.

**Note:**

- Clauses 2a to 2d- Rs. 2500 penalty shall be imposed for violation of any one clause and max limit of Rs 5000 for violation of more than one clauses
- Clause 4: Penalty shall be, delay in bill submission, 1% per week of the RA bill amount and max. upto 10% of their RA bill.