

**Tender Notification for**

**“Supply, Laying, Erection, Testing and  
Commissioning of OFC Cables at 03 Locations  
(33KV Grid to 220 KV DTL OKHLA) in BRPL”**

**NIT NO: BR/ENQ/23-24/RB/CR/KB/2147 DT 16-01-2024**

**Due Date for Submission of Tender: 30-01-2024**

**BSES RAJDHANI POWER LIMITED,**

**BSES Bhawan, Nehru Place, New Delhi-110019  
Corporate Identification Number: U40109DL2001PLC111527  
Telephone Number: +91 11 4920 9955  
Website: [www.bsedelhi.com](http://www.bsedelhi.com)**

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**REQUEST FOR QUOTATION**

**1.1 GENERAL**

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for “**Supply, Laying, Erection, Testing and Commissioning of OFC Cables at 03 Locations (33KV Grid to 220 KV DTL OKHLA) in BRPL**”.

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

**The sealed envelopes shall be duly super scribed as-**

**“Supply, Laying, Erection, Testing and Commissioning of OFC Cables at 3 Locations (33KV Grid to 220 KV DTL OKHLA) in BRPL”.**

**“NIT NO: BR/ENQ/23-24/RB/CR/KB/2147 DT 16-01-2024”**

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

Estimated cost of work	: Rs.53,58,000 /- (Including GST) per annum
Earnest money Deposit	: Rs.1,07,610/- (Rs One Lac Seven Thousand Six Hundred and Ten Only)
Cost of Tender form (Non- Refundable)	: Rs.1180/- (Including GST)
Validity Period	: Within 6 Months from date of PO.
Tender documents on sale	: 16.01.2024 (working days)
Date & time of Submission of Tender	: 30.01.2024 till 15:00 HRS
Date & time of opening of Tender (Opening of technical bid)	: 30.01.2024 till 15:30 HRS

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

**Head of Department  
Contracts & Material Dept.  
BSES Rajdhani Power Limited  
I Floor, “C” Block, BSES Bhawan  
Nehru Place  
New Delhi -110019**

The tender papers will be issued on all working days up to the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website [www.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## 1.2 POINTS TO BE NOTED

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

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

1.2.3 Tender document consists of the following:

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

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

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

(i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order /BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.

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

### 1.3 Qualifying Criteria:-

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

#### Technical Qualification criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder.

- ❖ The bidder should have presence in India and must be registered under the Indian Companies Act. Certificate of Incorporation to be submitted.
- ❖ The bidder should have successfully executed the project with an experience of at least 02 works (minimum 01 KM each) of OFC laying and commissioning. Copy of Purchase Order/ Work Order from any Power utility / Telecom Utility to be submitted in this regard.
- ❖ Performance Certificate against at least 01 completed work. Copy of Performance Certificate from any Power utility / Telecom Utility to be submitted.

- ❖ Qualified Manpower for OFC laying work, Testing and Commissioning work & Troubleshooting Work. Bidder to submit an Organogram & Technical Qualification of the manpower deputed in this work.
- ❖ Necessary Tool & Plants for successful commissioning of OFC. Bidder to submit a list of Tools and Plants with Make, year & serial numbers wherever applicable.

**Commercial Qualification criteria:**

- (i) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22-23, FY21-22 & FY20-21) should not be less than Rs 2 Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- (ii) Bidder must provide proof of having solvency of an amount equal to Rs 50 lakh from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno-Commercial bid.
- (iii) Bidder should have valid Registration of GST & PAN.
- (iv) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (v) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BRPL will not be considered in this tender.
- (vi) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BRPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BRPL & Its group companies for indefinite period or period as may be decided by BRPL.
- (vii) The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.

**1.1. Other Requirements:**

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 20-21, FY 21-22 & FY 22-23) audited financial statement.
  - ii. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
  - iii. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
  - iv. Organization Chart of the Bidders Company/organisation
  - v. Organisation chart for execution of the contract comprising of qualified manager, Safety officer, HR manager, Technicians / Diploma / Graduate Engineers etc.
  - vi. Experience details with credentials
  - vii. Number of Employees & necessary details
  - viii. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
  - ix. Work order copies along with performance certificates in support of relevant experience
  - x. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
  - xi. List of pending litigation with government/other institution on account of executing any order.
  - xii. Copy of ESI/PF Registration certificate
  - xiii. Copy of PAN/GST no.
  - xiv. Copy of GST Return of last Financial Year.
  - xv. Copy of valid Electrical License, if required
  - xvi. Bidder's details as per format attached
  - xvii. Solvency Certificate
  - xviii. An undertaking to provide all Tools & Plants , PPEs, materials as per tender scope.

**1.4 Bidding and Award Process:**

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

**1.4.1 BID SUBMISSION:**

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

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

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

- 1) EMD of requisite amount
- 2) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- 3) Documentary evidence in support of qualifying criteria
- 4) Technical Literature if any.
- 5) Any other relevant document
- 6) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period ,Payment terms ,BG etc

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

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

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

S. No.	Steps	Comprising of	Due date
1	Technical/Commercial Pre-bid Query	All Queries related to RFQ to be mailed to <a href="mailto:Kuber.bhatia@relianceada.com">Kuber.bhatia@relianceada.com</a> in the following in Annexure VII format one day before Pre-Bid Meeting date: 22.01.2024.	22.01.2024
2	PART-A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria. Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG, Check List Documents etc.	30.01.2024
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V) indicating Break up regarding basic price, taxes & duties etc.	30.01.2024
4	Pre Bid Meeting link	<a href="https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m65c29a0233ae26f33cab2686de0c9691">https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m65c29a0233ae26f33cab2686de0c9691</a> Tuesday, January 23, 2024 11:00 AM	23.01.2024 1100 HRS

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

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

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

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

**FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

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

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

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

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

**1.4.2 Award Decision**

- a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.
- d) The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

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

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

#### 1.4.3 Market Integrity

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

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

#### 1.4.4 Confidentiality

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

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

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

#### 1.5 Contact Information

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

	Technical	Commercial
<b>Contact Person</b>	Head – CES	Head – Contracts
<b>Mail ID</b>	<a href="mailto:Gopal.Nariya@relianceada.com">Gopal.Nariya@relianceada.com</a> <a href="mailto:Abhinav.r.srivastava@relianceada.com">Abhinav.r.srivastava@relianceada.com</a>	<a href="mailto:Amitava.nandi@relianceada.com">Amitava.nandi@relianceada.com</a> <a href="mailto:Bhaskar.chattopadhyay@relianceada.com">Bhaskar.chattopadhyay@relianceada.com</a> <a href="mailto:Kuber.bhatia@relianceada.com">Kuber.bhatia@relianceada.com</a>
<b>Address</b>	CES Department, BSES Rajdhani Power Ltd, 1st Floor, “A” Block, BSES Bhawan, Nehru Place, New Delhi-110019	Contracts & Materials Department, BSES Rajdhani Power Ltd, 1st Floor, “D” Block, BSES Bhawan, Nehru Place, New Delhi-110019

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **1.0 GENERAL**

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “are desirous of awarding work for “**Supply, Laying, Erection, Testing and Commissioning of OFC Cables at 3 Locations (33KV Grid to 220 KV DTL OKHLA) in BRPL”**”

The Company has now floated tender for this work in BRPL as notified earlier in this bid document

### **2.0 SCOPE OF WORK**

The scope work for “**Supply, Laying, Erection, Testing and Commissioning of OFC Cables at 3 Locations (33KV Grid to 220 KV DTL OKHLA) in BRPL**”. For details refer Section – IV.

### **3.0 DISCLAIMER**

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

### **4 COST OF BIDDING**

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

## **5. BIDDING DOCUMENTS**

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

Request for Quotation (RFQ)	- Section - I
Instructions to Bidders (ITB)	- Section – II
Commercial Terms & Conditions	- Section –III
Details of Resources	- Section- IV
Price Format	- Section- V
Annexure	

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

## **6.0 AMENDMENT OF BIDDING DOCUMENTS**

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

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

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

## **7.0 PREPARATION OF BIDS**

### **7.0 LANGUAGE OF BID**

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

## **8.0 DOCUMENTS COMPRISING THE BID**

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

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

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

## 9.0 BID FORM

- 9.01 The Bidder shall submit" Original 'Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

### 9.02 EMD

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

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from a nationalized/ scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders.  
Earnest money given by all the bidders who are not technically qualified or techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work.  
The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (I) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

OR

- (II) In the case of a successful Bidder, if the Bidder does not

- (i) Accept the Purchase Order, or  
(ii) Furnish the required performance security BG.

OR

- (III) In the case of misrepresentation of facts influencing the bidding process.

OR

- (IV) If the bidder is found to have submitted false or forged any of the documents/certificates/ information.

## 10.0 BID PRICES

- 10.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the

local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

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

#### 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

#### 12.0 PERIOD OF VALIDITY OF BIDS

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

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

#### 13.0 ALTERNATIVE BIDS

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

#### 14.0 FORMAT AND SIGNING OF BID

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

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

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

### D. SUBMISSION OF BIDS

**15.0 SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No. & Due date of opening“.
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

- 16.01 The original Bid must be timely received by the Company at the address specified in Section-I.
- 16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

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

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

## **21.0 CLARIFICATION OF BIDS**

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

## **22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

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

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

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

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

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

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

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

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

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

## **F. AWARD OF CONTRACT**

### **24.0 CONTACTING THE COMPANY**

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

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

### **25.00 THE COMPANY 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

### **26.0 AWARD OF CONTRACT**

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

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

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

**27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES**

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

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

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

**29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

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

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

**SECTION – III: TERMS AND CONDITIONS**

**1. Definition**

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

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

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

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

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

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

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

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

**3. LANGUAGE AND MEASUREMENT:**

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

**4.0 SCOPE OF WORK:**

As per section – IV of this tender document.

**5.0 CONTRACT PRICE:**

The contract is on unit rate basis .Unit Rate shall be as finalized through this tender and this rate will be remain firm and final for 03 years, and are not subject to any escalation and variation for any reason whatsoever.

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

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

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

## **6.0 TAX & DUTIES:**

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

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

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

## **7.0 TERMS OF PAYMENT:**

The payment shall be made as under:

- 7.1 80% payment shall be released on submission of bill and certification of work completion by Engineer-In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.
- 7.2 Balance 20% shall be paid on testing and commissioning of entire scheme, work completion certificate issued by our Engineer In charge.
- 7.3 The contractor shall submit the invoice along with the checklist duly filled in Invoice shall be processed and payment shall be made to contractor on certification of Engineer-In Charge for compliance to check points given in check list.
- 7.4 All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5 Contractor shall upload bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BRPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence. Further the contractor shall also submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favor of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi - 110019.

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

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

#### **8.0 HUMAN RESOURCE CLAUSE:**

- i. The contractor would execute these works through their own resources.
- ii. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also, the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii. The contractor to deploy their manpower immediately for carrying out the work as specified above.
- iv. The contractor shall not deploy the manpower below the age of 18 years.
- v. The contractor shall not deploy the female manpower between 7 pm to 6 am
- vi. The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the company indemnified against all losses , damages and claims arising thereof . The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- vii. All safety wears required for the contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing company's work.
- viii. The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the company at site. The company shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the company such manpower has done any act of misconduct or negligence or

- otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.
- ix. The company reserves the right to demand the contractor's services on holidays as well as beyond the normal working hours.
  - x. The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the company's interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.
  - xi. The contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
  - xii. The contractor's employees shall not be treated as company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the company's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.
  - xiii. The contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
    - a) The Child Labour (Prohibition and Regulation) Act, 1986.
    - b) The Contract Labour (Regulation and Abolition) Act, 1970.
    - c) The Employee's Pension Scheme, 1995.
    - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
    - e) The Employees State Insurance Act, 1948.
    - f) The Equal Remuneration Act 1976.
    - g) The Industrial Disputes Act, 1947.
    - h) The Maternity Benefit Act 1961
    - i) The Minimum Wages Act, 1948
    - j) The Payment of Bonus Act, 1965.
    - k) The Payment of Gratuity Act, 1972.
    - l) The payment of Wages Act, 1936.
    - m) The Delhi Shops & Establishment Act, 1954.
    - n) The Workmen's Compensation Act. 1923.
    - o) The Employer's Liability Act, 1938.

## **9.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:**

9.1 Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.

9.2 The contract Performance Bank Guarantee shall be of 10% of the total value of order and shall be valid till the completion of defect liability period plus three (3) months or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.

9.3 The CPBG shall be issued from any nationalized / scheduled bank as per company format.

- 9.4 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 9.5 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.
- 9.6 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above.
- 9.7 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BRPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 9.8 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BRPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BRPL and provide a copy of such renewed CPBG.
- 9.9 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BRPL.

**10.0 STATUTORY PERMISSION/ APPROVALS:**

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

The Contractor must submit the following before awarding First Order and these shall be renewed time to time:

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

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

The Contractor must follow:

- a) Third party Insurance Policy before start of work.

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

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

#### **11.0 WORKMEN COMPENSATION:**

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

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

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

#### **12. THIRD PARTY INSURANCE:**

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

#### **13. ACCIDENTAL INSURANCE POLICY FOR LIFE COVER:**

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same

day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The contractor shall furnish copy of policy when demanded by BRPL.

#### **14. COVID Guidelines:**

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

#### **15. STAFF AND WORKMAN**

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

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

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

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

a) Register of workmen.

b) Register of muster roll.

c) Register of overtime.

d) Register of wages.

e) Any other register as per latest amendment Labour Act.

The records shall be in the prescribed formats only.

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

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

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

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

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

#### **16.0 SAFETY CODE:**

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

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

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

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

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

#### **17.0 RISK & COST:**

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

#### **18.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:**

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

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

All contractors' staff is accountable for the following:

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

#### **19.0 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration shall be undertaken by sole arbitrator jointly appointed by the parties. In case failure by the parties in appointing the sole arbitrator, the same shall be appointment under the provisions of Arbitration and Conciliation Act 1996 and the award of the said sole arbitrator shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of Delhi only. The language of Arbitration shall be English.

#### **20.0 FORCE MAJEURE:**

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

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

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

**21.0 SECRECY CLAUSE:**

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

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

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

**22.0 TERMINATION:** in case the Contractor;

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

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

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

For the purpose of this Sub-clause

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

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

d) Has abandoned or repudiated the Contract

- e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- g) Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

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

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

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

### **23.0 Termination by Employer for Convenience**

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

### **24.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall be as and when the requirement comes. The Rates will become effective for all purposes from the releasing of LOI and shall remain valid for a period of three (03) year.

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

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

## **25.0 ACCEPTANCE:**

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

The Company reserved the right to instruct to change the Engineer, Supervisor, skilled / unskilled worker in case the workmanship or speed of work is not satisfactory.

## **26.0 DERC GUIDELINES & REGULATIONS**

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

## **27.0 INSURANCE POLICIES**

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

### **a) Term Insurance for life:**

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

### **b) Group Personal Accident Insurance:**

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

The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim and without any liability on BRPL. The premium amount for both the above policies shall be borne by

the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work under the contract.

**c) Medical Insurance Policy:**

Contractor shall take a mediclaim policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESI.

**d) Comprehensive Marine Storage cum Erection insurance policy:**

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

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

**2. WARRANTY / DEFECT LIABILITY PERIOD**

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

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

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

**3. QUALITY:**

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

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

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

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

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

**WORK COMPLETION CERTIFICATION, HANDING OVER AND MATERIAL RECONCILIATION:**

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

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

**28.0 COMPLETION PERIOD:**

You are required to mobilize your manpower within 7 days of receipt of WO and commence the activity as per instructions of Engineer In-charge. The entire work should be completed within 270 days from the date of issue of order.

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

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

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off (Close Barricades) to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/ signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.
- f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.

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

**30. REPORTS AND INFORMATION**

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

communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

### **31.0 STATUTORY OBLIGATIONS**

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

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994

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

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

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, leave etc.

applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

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

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

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

**MSME**

1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.
2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract.
3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
4. The Contractor to furnish the undertaking to the Company in this regard.

**COVID GUIDELINES**

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

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

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

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

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

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

#### **ENVIRONMENTAL, HEALTH & SAFETY**

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

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

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

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

A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:

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

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

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

2) While digging and upon exposure to the roots- take immediate photographs of the same and report the matter to senior officers for further guidance.

If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

#### B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

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

1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.

2) Installation of Anti Smog Gun(s) (for >20,000 m<sup>2</sup> built up area).

3) Tarpaulin or green net on scaffolding around the area under-construction and the building.

4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.

5) All vehicles carrying construction material and construction debris should be fully covered and protected.

6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.

7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.

8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.

9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.

10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m<sup>2</sup> built up area).

11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.

12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.

13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relating to dust emission.

14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.

15) Ensure the compliance of all dust control measure.

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

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

## **26.0 VENDOR CODE OF CONDUCT:**

Vendor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL ([www.bsesdelhi.com](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract/PO/WO. Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.

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

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

**SECTION-IV: SCOPE OF WORK**

**1.0 Scope of Work**

The scope of work shall cover following

1. Stringing of new OFC(ADSS) ON BSES HT pole / Street light pole wherever exist - (i) Balaji Grid to DTL 220KV Okhla (ii) 33KV Tuglakabad Grid to DTL 220KV Okhla (iii) 33KV Alaknanda Grid to DTL 220KV Okhla
2. Proper Jointing of OFC cables (installation of OFC Joints)and Termination shall be done by CONTRACTOR
3. Installation of all terminal equipments i.e. LIU, Patch Cord, laying of OFC Cable /HDPE Duct 40 mm, continuity testing of OFC etc along with supply of OFC related material (whenever required at site) shall be done by CONTRACTOR.
4. GPS Co-ordinates of all installed OFC Joint including drawing shall be provided by contractor
5. End to end OTDR testing and VFL shall be done by contractor including submission of report
6. Proper Nomenclature on LIU and pasting of OTDR / VFL report shall be done by CONTRACTOR
7. Installation of BSES Tag with hardware fitting on every HT pole / street light pole shall be done by CONTRACTOR
8. CONTRACTOR shall ensure that adequate resources of men and material are deployed for each job
9. CONTRACTOR shall arrange excavation, backfilling of land, facilitate drawing of materials from the Division /Sub-division stores, continuity testing of FO cables before and after jointing and other allied works include lighting, dewatering, providing tents and related other works. All labour for FO cable handling, pulling, laying and related works shall be in scope of CONTRACTOR. Removal of surplus malba as far as possible is also under CONTRACTOR's scope.
10. CONTRACTOR shall make necessary arrangements of all facilities such as temporary lighting. Necessary warning lights shall be arranged by CONTRACTOR on trenches, which have to be kept open overnight. The barricading of the sites shall be done by CONTRACTOR as required at site.
11. CONTRACTOR shall commence the work for excavation at the site with all safety measure; like barricading, using PPE etc.
12. Connecting the Fiber cable terminals with available IED (Line Current Differential Relay or any other).
13. Communication Testing and demo shall be contractors scope. The Communication between two substations and with SCADA system shall also be in the scope of work.
14. Vendor Should perform End to End communication of Relay services
15. Cable specification ,Path , architecture design ,color coding and FO cable pair on all locations must be tagged and documented
16. Inside premises cable should be protected through conduit and structured
17. FO patch Cables , LIUs and Convertors should be protected from external damage
18. Connecting the Fiber cable terminals with available IED (Line Current Differential Relay or any other connected devices).
19. Communication Testing and demo shall be contractors scope. The Communication between two substations and with SCADA system shall also be in the scope of work.
20. Troubleshooting and commissioning is in the contractors scope.
21. All the fibers are required to be terminated at both the ends.

**TECHNICAL BOQ**

Sl. No	Description of Items	33KV Balaji Grid to DTL 220KV Okhla	33KV Tuglakabad Grid to DTL 220 KV Okhla	33KV Alakhnanda Grid to DTL 220 KV Okhla	TOTAL	UOM	AGREED	DEVIATION
		Qty	Qty	Qty	Qty			
<b>A</b>	<b>MATERIALS</b>							
1	Supply of 48 F Optical Fiber Cable ADSS	4400	4300	3500	12200	MTR		
2	Supply of HDPE Duct-40mm	500	2000	500	3000	MTR		
3	RCC Chamber OFC Joint	0	2	0	2	EA		
4	LIU 48F Fully Loaded for OFC including patch Cord	2	2	2	6	EA		
5	Joint enclosure 48F Optic Fiber Cable	4	6	3	13	EA		
6	Supply of RCC Chamber for OFC joint	0	0	0	0	EA		
7	Supply of CORD,PATCH,UTP;10 M	4	4	4	12	EA		
8	Supply of CORD,PATCH,UTP;20 M	0	0	0	0	EA		
9	Supply of SUSPENSION Accessories (INTERMEDIATE POLES)	40	30	35	105	EA		
10	Supply of Double Tension Poles Accessories	4	4	4	12	SET		
11	Supply of Joint Enclosure Pole Clamp Dimensions (Length-395mm $\pm$ 5% & Outer diameter-273mm $\pm$ 5%)	4	3	3	10	SET		
12	Supply of Adjustable cable Storage Bracket	10	6	8	24	EA		
<b>B</b>	<b>SERVICES</b>				0			
1	Erection of 7 Mtrs Poles	0	0	0	0	EA		
2	Stringing (laying) of ADSS Aerial Cable	4400	2600	3000	10000	MTR		
3	Splicing Termination 48F Optical Fiber Cable	2	2	4	8	EA		

	at LIU							
4	Splicing Jointing of 48F Optic Fiber Cable	8	9	6	23	EA		
5	Installation of LIU (OFC) with wall including all patty items like clamps and screws bu excluding LIU.	2	2	2	6	EA		
6	Installation of RCC chamber	0	2	2	4	EA		
7	Digging upto 6 Mtr in soft soil. Rate is inclusive of digging and backfilling	0	4	2	6	Job		
8	Laying 40mm Duct Through Trenchless Method	0	1700	0	1700	Job		
9	Digging Charges by JCB/pneumatic hammer	0	8	4	12	Hrs		
10	Trouble Shooting, Testing and commissioning	1	1	1	3	NOS		

### **ANNEXURE - I**

1. The Contractor should obtain and submit the following details before commencement of work.
2. Certificate of registration under Contract labour (R & A) Act 1970.
3. PF Code No. and all employees to have PF A/c No. under PF Act, 1952
4. All employees to have a temporary or permanent ESI Card as per ESI Act.
5. ESI Registration No.
6. To follow Minimum Wages Act prevailing in the state.
7. Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill.
8. To maintain Wage cum Attendance Register.
9. To maintain First Aid Box at Site.
10. GST registration number.
11. Workmen compensation policy.
12. Third party Insurance Policy.
13. Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services ) Act 1996.
14. The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
15. The CONTRACTOR shall give a written declaration / undertaking on or before 17th of the following month that he has complied with the following:

- Has paid minimum wages to his manpower.
- Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

### **ACCEPTANCE**

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

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

Annexure:

Undertaking from the \_\_\_\_\_ (Vendor- undertaking the excavation work)

I \_\_\_\_\_, Proprietor of M/s \_\_\_\_\_, having R/o. at \_\_\_\_\_

Has been awarded a work order no. \_\_\_\_\_, dated \_\_\_\_\_, from BSES Rajdhani Power Limited (BRPL), to carry out digging/excavation work on the stretch of road detailed in the work order.

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

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

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

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

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

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

Deponent

**SECTION-V: PRICE FORMAT**

Comprehensive Cost as per SCOPE WORK

Price Bid : 33KV Balaji Grid to DTL 220KV Okhla

Sl. No	Description of Items	SPECIFICATION	Qty	UOM	Basic Rate W/o GST	CGST	SGST	IGST	Unit Rate with GST	Total Cost = TOTAL Qty x Unit rate with GST
<b>A</b>	<b>MATERIALS</b>									
1	Supply of 48 F Optical Fiber Cable ADSS	AS ENCLOSED	4400	MTR						
2	Supply of HDPE Duct-40mm	AS ENCLOSED	500	MTR						
3	RCC Chamber OFC Joint	AS ENCLOSED	0	EA						
4	LIU 48F Fully Loaded for OFC including patch Cord	AS ENCLOSED	2	EA						
5	Joint enclosure 48F Optic Fiber Cable	AS ENCLOSED	4	EA						
6	Supply of RCC Chamber for OFC joint	AS ENCLOSED	0	EA						
7	Supply of CORD,PATCH,UTP;10M	AS ENCLOSED	4	EA						
8	Supply of CORD,PATCH,UTP;20M	AS ENCLOSED	0	EA						
9	Supply of SUSPENSION Accessories (INTERMEDIATE POLES)	AS ENCLOSED	40	EA						
10	Supply of Double Tension Poles Accessories	AS ENCLOSED	4	SET						
11	Supply of Joint Encloser Pole Clamp Dimensions (Length-395mm ±5% & Outer diameter-273mm ±5%)	AS ENCLOSED	4	SET						
12	Supply of Adjustable cable Storage Brucket	AS ENCLOSED	10	EA						



Price Bid : 33KV Tuglakabad Grid to DTL 220KV Okhla

Sl. No	Description of Items	SPECIFICATION	Qty	UOM	Basic Rate W/o GST	CGST	SGST	IGST	Unit Rate with GST	Total Cost = TOTAL Qty x Unit rate with GST
<b>A</b>	<b>MATERIALS</b>									
1	Supply of 48 F Optical Fiber Cable ADSS	AS ENCLOSED	4300	MTR						
2	Supply of HDPE Duct-40mm	AS ENCLOSED	2000	MTR						
3	RCC Chamber OFC Joint	AS ENCLOSED	2	EA						
4	LIU 48F Fully Loaded for OFC including patch Cord	AS ENCLOSED	2	EA						
5	Joint enclosure 48F Optic Fiber Cable	AS ENCLOSED	6	EA						
6	Supply of RCC Chamber for OFC joint	AS ENCLOSED	0	EA						
7	Supply of CORD,PATCH,UTP;10M	AS ENCLOSED	4	EA						
8	Supply of CORD,PATCH,UTP;20M	AS ENCLOSED	0	EA						
9	Supply of SUSPENSION Accessories (INTERMEDIATE POLES)	AS ENCLOSED	30	EA						
10	Supply of Double Tension Poles Accessories	AS ENCLOSED	4	SET						
11	Supply of Joint Encloser Pole Clamp Dimensions (Length-395mm ±5% & Outer diameter-273mm ±5%)	AS ENCLOSED	3	SET						
12	Supply of Adjustable cable Storage Brucket	AS ENCLOSED	6	EA						



Price Bid : 33KV Alakhnanda Grid to DTL 220KV Okhla

Sl. No	Description of Items	SPECIFICATION	Qty	UOM	Basic Rate W/o GST	CGST	SGST	IGST	Unit Rate with GST	Total Cost = TOTAL Qty x Unit rate with GST
<b>A</b>	<b>MATERIALS</b>									
1	Supply of 48 F Optical Fiber Cable ADSS	AS ENCLOSED	3500	MTR						
2	Supply of HDPE Duct-40mm	AS ENCLOSED	500	MTR						
3	RCC Chamber OFC Joint	AS ENCLOSED	0	EA						
4	LIU 48F Fully Loaded for OFC including patch Cord	AS ENCLOSED	2	EA						
5	Joint enclosure 48F Optic Fiber Cable	AS ENCLOSED	3	EA						
6	Supply of RCC Chamber for OFC joint	AS ENCLOSED	0	EA						
7	Supply of CORD,PATCH,UTP;10M	AS ENCLOSED	4	EA						
8	Supply of CORD,PATCH,UTP;20M	AS ENCLOSED	0	EA						
9	Supply of SUSPENSION Accessories (INTERMEDIATE POLES)	AS ENCLOSED	35	EA						
10	Supply of Double Tension Poles Accessories	AS ENCLOSED	4	SET						
11	Supply of Joint Encloser Pole Clamp Dimensions (Length-395mm ±5% & Outer diameter-273mm ±5%)	AS ENCLOSED	3	SET						
12	Supply of Adjustable cable Storage Brucket	AS ENCLOSED	8	EA						
	<b>TOTAL - A</b>									0

<b>B</b>	<b>SERVICES</b>									
1	Erection of 7 Mtrs Poles	AS ENCLOSED	0	EA						
2	Stringing (laying) of ADSS Aerial Cable	AS ENCLOSED	3000	MTR						
3	Splicing Termination 48F Optical Fiber Cable at LIU	AS ENCLOSED	4	EA						
4	Splicing Jointing of 48F Optic Fiber Cable	AS ENCLOSED	6	EA						
5	Installation of LIU (OFC) with wall including all patty items like clamps and screws bu excluding LIU.	AS ENCLOSED	2	EA						
6	Installation of RCC chamber	AS ENCLOSED	2	EA						
7	Digging upto 6 Mtr in soft soil. Rate is inclusive of digging and backfilling	AS ENCLOSED	2	Job						
8	Laying 40mm Duct Through Trenchless Method	AS ENCLOSED	0	Job						
9	Digging Charges by JCB/pneumatic hammer	AS ENCLOSED	4	Hrs						
10	Trouble Shooting, Testing and commissioning	AS ENCLOSED	1	LS						
	<b>TOTAL - B</b>									
<b>TOTAL : 33KV Alakhnanda Grid to DTL 220KV Okhla - A+B</b>										

**TOTAL Project Cost**

**Note: Please submit your bids in Hard Copy with signed and stamped in sealed Envelope**  
Rates where Qty is Zero is for refrence only and can use for future calculation for works.

**ANNEXURE – II**

**TERMS & CONDITIONS FOR REVERSE AUCTION**

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

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

**ANNEXURE- III - BID FORM**

To

Head of Department

Contracts & Material Deptt.

BSES Rajdhani Power Ltd

I Floor, "C" Block, BSES Bhawan

Nehru Place, New Delhi-110019

Sir,

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

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

Dated this..... day of..... 2024  
Signature..... In the capacity of  
.....duly authorized to sign  
for and on behalf of(IN BLOCK  
CAPITALS).....

**ANNEXURE-IV**

**PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE**

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head

Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

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

as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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

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

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

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



BSES Rajdhani Power Limited

said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

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

Dated this Witness

day of                      2024 at

1.      For                      Bank

2.      Signature              Name

Power of Attorney No:

Banker's Seal

**ANNEXURE-V**

**FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2024 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the  
bank)

Signature of the witness

**ANNEXURE-VI**

**Communication Details**

**Bidder should furnish the below details for future communication:-**

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

<b>FOR TECHNICAL QUERY:</b>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

<b>FOR COMMERCIAL QUERY:</b>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

**ANNEXURE-VII**

**Pre – Bid Query Format**

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

**APPENDIX - VIII  
LITIGATION HISTORY**

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

**APPENDIX - IX  
CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

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

**APPENDIX - X**

**FINANCIAL DATA**

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 23-24	FY 23-22	FY 22-21	FY 21-20	FY 20-19
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

**Annexure - XI**  
**COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	BRPL TERMS AND CONDITIONS	CONFIRMATION OF BIDDER
1	Validity of prices	120 days from the date of offer.	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. b) Unloading at stores shall be in vendor's scope. c) Transit insurance in BRPL scope	
3	Payment terms	Payment will be made within 30 days after completion of work at site and submission of Invoice certified by the concerned Officer-in-charge & your representative.  Payment terms shall be mentioned above in Clause no 07 of Page 19 in document from receipt of invoice supported by certification of engineer-in-charge, BRPL	
4	Delivery schedule	Immediate as per BRPL terms	
5	Defect Liability period	12 months from the date of handover of Site.	
6	Penalty for delay	Penalty on project delay: 0.5% of PO value per week shall be levied after completion period. Ceiling amount will be 5% of PO Value.  Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.  Penalty related to HR issues & ID Cards shall be applicable as defined in GCC.  Penalty for noncompliance of statutory regulations shall be applicable as defined in GCC.  Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.  Penalty for violation of safety & quality norms shall be applicable as defined in Annexure IV, EHS Conditions of the Contract.	
7	Reverse Auction	Reverse Auction will be done on overall/ TOTAL value basis, The discount received after the RA and final negotiation, w.r.t the initial financial bid shall be applied on all line items on a pro-rata basis.	

8	Termination by Employer for Convenience	The Employer shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving a written notice to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.	
9	Electrical Compliance	Bidder's must have all electrical compliance before start of work.	
10	Statutory Compliance	Bidder's must have all statutory compliance before start of work.	
11	Performance Bank Guarantee	Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value with the validity of the bank guarantee till Defect Liability Period plus 3 months.	
12	Variation in Qty	Quantity given in tender are on assumption basis, It may be extend upto any level of increase/ decrease as per requirement of BRPL	

**CHECK LIST**

<b>SI No</b>	<b>Description</b>	<b>Compliance</b>	<b>Page No (MANDATORY)</b>
1	INDEX	YES/NO	
2	COVERING LETTER	YES/NO	
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO	
4	BILL OF MATERIAL (UNPRICED)	YES/NO	
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO	
6	TECHNICAL BID	YES/NO	
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO	
8	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO	
9	EMD IN PRESCRIBED FORMAT	YES/NO	
10	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO	
11	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO	
12	FINANCIAL DATA IN TABULAR FORMAT	YES/NO	
13	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS	YES/NO	
14	BANK SOLVENCY CERTIFICATE	YES/NO	
15	NO LITIGATION CERTIFICATE	YES/NO	

# TECHNICAL SPECIFICATIONS

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

### Technical Specification of the PPEs

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

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

Lead MAKE: BATA/HONEYWELL/KARAM

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

V-GARD HDPE Yellow With 4 Point FasTrac Ratchet Suspension

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

Lead MAKE: 3M / KARAM / UFS

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

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

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

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

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

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

**Technical Specification:**

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

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

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

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

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

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

**Arc Protection Face Shield**

- ATPV value is 10 cal/cm<sup>2</sup>
- It shall have a slotted hard hat and chin guard
- Visible light transmission (VLT) shall be 70%
- It should have anti fog lens
- It should have a provision for replacement of lens and brackets.

- f) It should cover the complete face and the complete neck region.
- g) It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.
- h) Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

**Certificates required for all PPEs:**

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

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

**1.0 Integrated Management System & Audits**

- 1.1 The Contractor shall work in the framework of Integrated Management System (IMS) and shall maintain documentation as prescribed in the IMS Manual of BRPL. IMS Manual can be obtained directly from site engineer/Division Head/Respective Head.
- 1.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, 14001 & 45001 standards of BRPL.
- 1.3 To verify compliance and to continually improve the management system, all contractors shall be subjected to both internal & external audits.

**2.0 Medical Examination**

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

**3.0 Working at Height**

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

**4.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences**

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

**5.0 Suspension of Work**

- 5.1 BRPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.
- 5.2 In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BRPL shall be conclusive and binding on the Contractor in such aspects.
- 5.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for waiver of levy of liquidated damages.
- 5.4 The contractor shall follow and comply with all safety Rules of BRPL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any nonconformity between statutory requirement and safety rules of the BRPL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

**6.0 OHS Appreciation Policy**

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

## **6.0 Safety Motivational Scheme for Contractor Employee**

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

## **7.0 Guidelines for Penalty Policy Implementation**

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

## **8.0 Guidelines for Safety Appreciation Policy Implementation**

- 8.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.
- 8.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.

- 8.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
- 8.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.
- 8.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has received.
- 8.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.
- 8.7 BRPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

**Appendix – 1**

**Penalty Policy on Safety Violation**

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

Notes:

# Refer clause No. 14 for penalty policy implementation guidelines

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

**Appendix – 2**

**Penalty Policy on non- submission of EHS related requirements**

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

**Appendix – 3**

**Format for PPE's Receipt by workers**

Name of Site -----

Division-----

Name of Contractor -----

S.NO	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNAT URE

Signature of Contractor / Date.....

**FORMAT – 4.4**

**NO DEVIATION DECLARATION**

**NO DEVIATION –A (Technical)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

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

**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

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

**NO DEVIATION –B (Commercial)**

NIT NO & DATE:

DUE DATE OF TENDER:

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

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

**SIGNATURE & SEAL OF BIDDER**

NAME OF BIDDER

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

# Single Mode Fiber Optic Patch Cord



Fiber optic patch cord comprises of two tight buffer fibers housed within a common outer jacket in OS2 Single Mode variants. Both ends are terminated with high performance hybrid or single type connector comprising of SC, ST, FC, LC, MTRJ, E2000 connector in simplex and duplex.

## Features

- Conformance to ANSI/TIA-568.3-D, ITU-T G.657.A1 (Compatible with G.652.D), IEC 61300-3-4, IEC 61300-3-6, IEC 60874-1, Telcordia GR-326
- All Assemblies Comes with Factory test reports
- Bend insensitive fibers.
- LSZH jacket, meets IEC-60332 (LSZH), IEC 60754-1 and ASTM 2843/ IEC 61034-1 flame rating for standard safety compliant.
- Available in UPC Connectors
- Duplex and Simplex versions, Uniform and hybrid patch cord versions available.
- Covered under 3C3® Performance Warranty

## Mechanical Specifications

Colored Coating Diameter	:	250±15µm
Tight Buffer Diameter	:	700±50µm
Strength Member	:	Aramid yarns
Ferrule Material	:	Zirconia Ceramic
Cable Dimension	:	1.80±0.10mm x4.00±0.20mm
Jacket Material	:	LSZH
Jacket Color	:	Yellow

# Single Mode Fiber Optic Patch Cord

## Optical Specifications

Fiber Mode	:	SM, OS2 9/125 $\mu\text{m}$
Insertion Loss	:	$\leq 0.3\text{dB}$
Return Loss	:	$\geq 50\text{dB}$
Repeatability	:	$\leq 0.1$
Durability	:	$\leq 0.2$ (1000 mattings)

## Environmental Specifications

Operating Temperature	:	$-20^{\circ}\text{C}$ to $+60^{\circ}\text{C}$
Storage Temperature	:	$-40^{\circ}\text{C}$ to $+70^{\circ}\text{C}$
Operating Humidity	:	10% to 90% PH

## Regulatory Compliances/Certifications

- RoHS Certified

-FC Simplex)  
-FC Simplex)

## Service Dead End Hook



<b>Number Of U Bolts</b>	<b>1</b>
<b>Application</b>	<b>Industrial, Commercial</b>
<b>Weight (g)</b>	<b>Approx 0.5 kg</b>
<b>Shape</b>	<b>U shape</b>
<b>Material</b>	<b>SS, Aluminium Alloy</b>
<b>Packaging</b>	<b>Boxes</b>
<b>Finishing</b>	<b>Polished</b>

# Fiber Optic Joint Enclosure - Cylindrical



Fiber closure is used for connecting and protecting single core or bunch cables. It can be placed in underground, aerial, pedestal or direct buried, hand hole-mounting and duct-mounting applications. 3C3® fiber closures can improve the operation of your network communication system. Closure are available up to 144F, which can cover most of the applications in the long-distance transmission and local fiber distribution networks, like Fiber to the Home / Fiber to the Curb ... (FTTH/FTTC).

## Features

- Advanced internal structure design
- UV Stable, compact and lightweight.
- Fully mechanical – no heat shrinks
- Air Valve for pressure testing.
- Easy to re-enter, it never requires re-entry kits.
- Elastic seal fitting, easy for future capacity upgrades and re-enters.
- Loop Storage basket
- Insert plates and fixing bolts are used for proper mounting
- Covered under 3C3® Performance Warranty

## Technical Specifications

Type	:	Cylindrical
Max. Splice Capacity	:	144F
Cable Entry/Exit	:	5 (4 Drop & 1 Express cable)
Splice Tray	:	24F * 6 Nos
Sealing Type	:	Mechanical
Ingress Protection	:	IP68 Rated
Enclosure Dimension	:	180 * 520 mm.

# Standard Wall Mount LIU Specification



## Features

- Cold rolled Steel body with Aluminum front & top cover for light mounting with powder coating.
- Slim 1U Unit Mounting Height
- Can manage both splices and terminations
- Preassembled shelves in multiple configurations
- Can include adapter panels for maximum 48LC, 48SC, 36ST or 36FC terminations
- Magic stickers built-in for 900um tight buffered fiber storing
- Capable of storing up to 3 meters of 900um tight buffered fiber per adapter
- Snap-in locker design, easy to change adapter panels for various connector patching
- Removable front and top covers for better access to interior of LIU
- Removable rubber grommet allows for pre-terminated fiber trunk instillation, protects cable, and minimizes dust build-up
- Accessory kit consists of cable ties, mounting ear screws and cable saddle

## SPECIFICATIONS

PARTS	MATERIAL	DIMENSION	Remarks
Metal Shelf	Cold Steel, 1.2mm Thickness	410x310x42mm (DxWxH)	1U, Black
Cover and Front Panel	Alum., 1.2mm Thickness		
Metal Mounting Ear	Cold Steel, 2.0mm Thickness	105x36.3x42mm (DxWxH)	2 Pieces, Black
Splice Tray	ABS	220x108x17.2mm (DxWxH)	
Adapter Panel	Cold Steel, 1.5mm Thickness	175x37mm (WxH)	2 Panels, Black
Cable Plug	Rubber	28mm Diameter	For 4 Cable Entries

CABLE TYPE: 48 F SM G652D ADSS OPTICAL FIBRE CABLE

**DESIGN & DATA SPECIFICATION SHEET**

**1. FIBRE PROPERTIES**

A. FIBRE TYPE	:	Single Mode G652 D
B. ATTENUATION @ 1310 nm	:	≤ 0.36 dB/Km
@ 1550 nm	:	≤ 0.22 dB/Km
C. CABLE CUT-OFF WAVELENGTH	:	≤ 1260 nm
D. MODE FIELD DIAMETER @ 1310 nm	:	9.2 ± 0.5um
E. CLAD DIAMETER	:	125 ± 0.7 um
F. CORE CLAD CONCENTRICITY ERROR	:	≤ 0.60 um
G. CLAD NON-CIRCULARITY	:	≤ 1%
H. COATING DIAMETER	:	245 ± 10 um
I. CHROMATIC DISPERSION	:	
Between 1270-1340 nm	:	≤ 5.3 ps/nm.km
1285-1330 nm	:	≤ 3.5 ps/nm.km
@ 1550 nm	:	≤ 18.0 ps/nm.km
J. ZERO DISPERSION WAVELENGTH	:	1300-1324 nm
K. ZERO DISPERSION SLOPE	:	≤ 0.092 ps/nm <sup>2</sup> .Km
L. POLARISATION MODE DISPERSION	:	< 0.2 ps/root km

**2. MECHANICAL & ENVIRONMENTAL PROPERTIES**

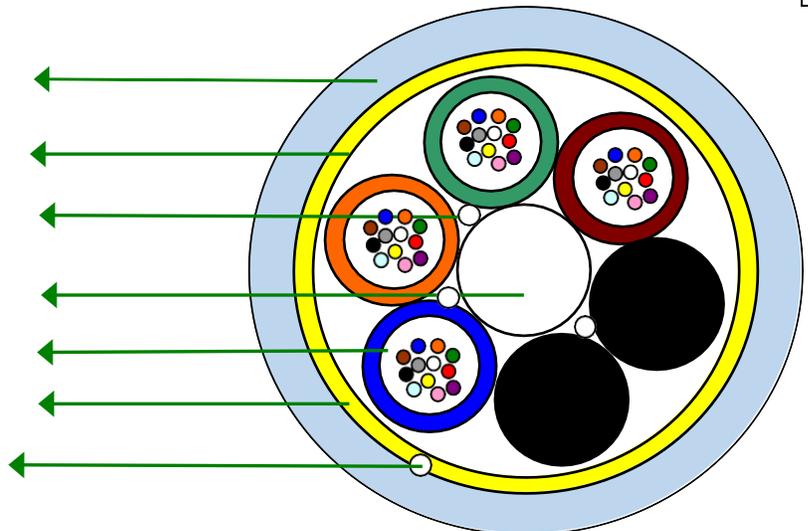
A. MAX. OPERATING TENSION	:	1800 Newton
MAX INSTALLATION TENSION	:	3500 Newton
B. CRUSH RESISTANCE	:	2000 Newton/100 mm
C. MINIMUM BENDING RADIUS	:	220 mm
D. MAX. OPERATING/ INSTALLATION TEMPERATURE	:	- 30 °C to + 70 °C
E. MAX SPAN LENGTH	:	120 Meter

**3. PHYSICAL & DIMENSIONS PROPERTIES**

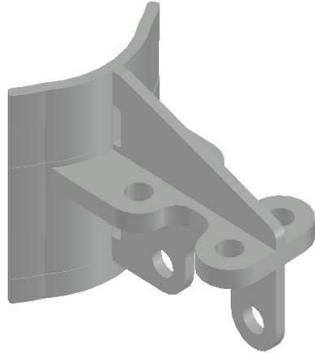
NO. OF FIBRES	48F
FIBRE COLOUR IN LOOSE TUBE	BLUE, ORANGE, GREEN, BROWN, GREY, WHITE, RED, BLACK, YELLOW, VIOLET, PINK & AQUA
LOOSE TUBE COLUR & SEQUENCE	BLUE, ORANGE, GREEN, BROWN, DUMMY-1 & DUMMY-2
DIAMETER OF FRP ROD	2.5 mm Nominal
DIAMETER OF LOOSE TUBE	2.3 mm Nominal
OUTER SHEATH THICKNESS	1.5 mm Nominal
STRENGTH MEMBER	ARAMID YARN
CABLE DIAMETER	11.2 ± 0.5 mm
WEIGHT OF CABLE	95 ± 10 Kg/Km
PRINTING ON CABLE	AS PER CUSTOMER REQUIREMENT
STANDARD LENGTH	2 Km + 10%

**CONSTRUCTION OF CABLE**

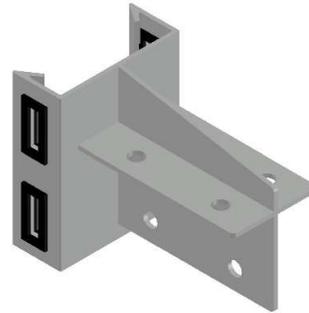
OUTER SHEATH (H.D.P.E.)-AQUA
W.S. TAPE
W.S. YARN
F.R.P. ROD
LOOSE TUBE WITH FIBRES
ARAMID YARN
RIP CORD



# POLE CLAMP



Aluminium Die Caste Pole Clamp



Galvanised MS Pole Clamp

## Product Overview :-

Universal Pole Clamps are made of Aluminium Die Cast. They are used for termination and suspension of aerial cabling in the telecom industry. The name of the product itself suggest that it is made for general purposes such as looping of cables through a D-Shackle if required. It is usually mounted on poles using a special clamping product known as the Universal Pole bands, but can also be mounted using Jubilee Hose Clamps or Steel Bands. The product can also be tailor made for being fitted on vertical hard surfaces. The product is also available in Galvanised Steel.

## Main Technical Indicators :-

	Universal Pole Clamp	
	Pressure Die Casted	Galvanised Steel
Product Code	UPCDC	UPCMS
Technical Drawing No	DC/RJ/P/001	DC/PC/RJ/002
Max Load for Termination	900 Kgs	900 Kgs
Max Load for Suspension	900 Kgs	900 Kgs
Galvanization Coating Thickness	-	Upto 65 microns



## SLACKLOOP® DROP CABLE STORAGE BRACKET

The **SLACKLOOP® Drop Cable Storage Bracket** stores slack cables in aerial, pole mount, vault, and wall entrance installations. The 8" diameter size stores round drop cables up to 0.400" outer diameter or flat drop cables. Hanger bracket options are available to mount the Drop Cable SLACKLOOP Bracket from either ADSS or lashed messenger cable. Other options are available for pole/wall mounts, or to mount brackets together.

### FEATURES AND BENEFITS

- 8" (203 mm) diameter slack storage loop for round-profile or flat drop cable applications
- Made from all-dielectric, UV-resistant material
- Can be used for aerial, pole/wall, or vault applications
- Can be stacked together (using the Stacking Kit) to manage multiple drop cables at the same location
- Made with molded-in nut pockets and hanger guides to help simplify installation
- Made with molded-in capture tabs to help route cables and minimize the need for cable straps

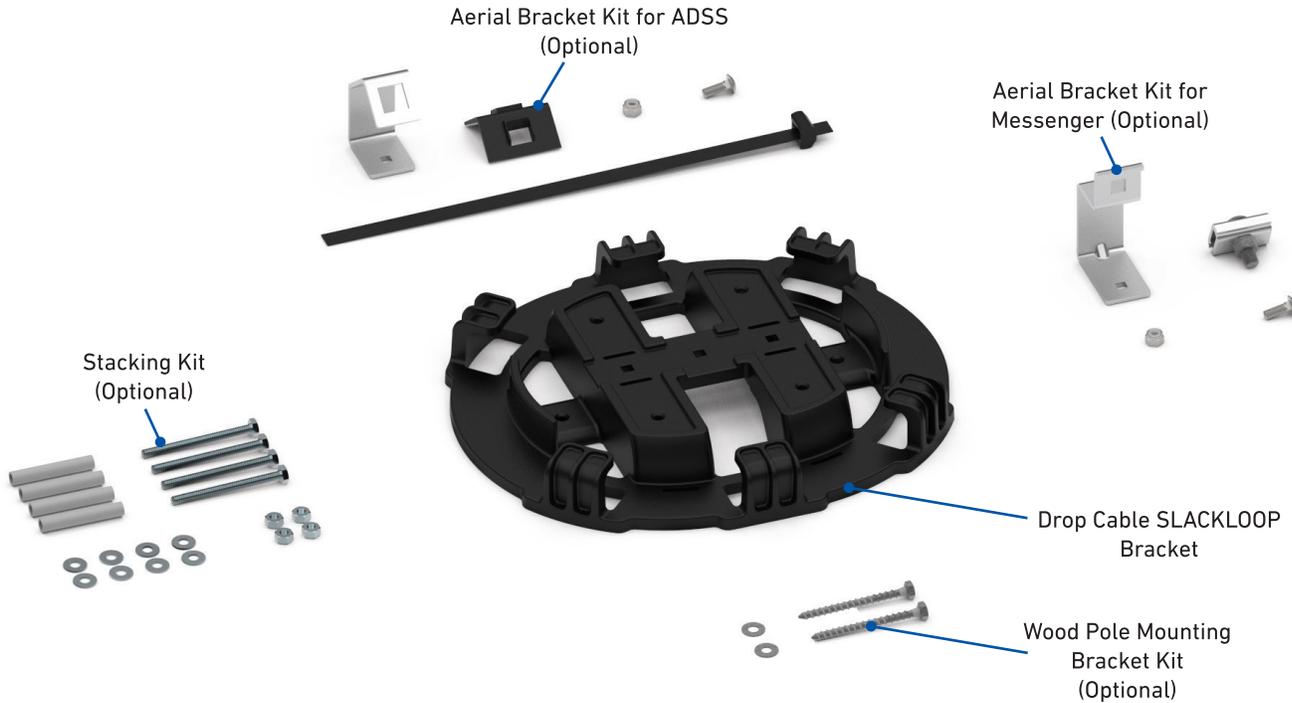
# SPECIFICATIONS

## SLACKLOOP Drop Cable Storage Bracket

Bracket Size	Maximum Cable Diameter	Maximum Cable Storage Length <sup>1</sup>		
		0.40 OD Round	Flat Drop	ROC™ Drop
in (mm)	in (mm)	ft (m)		
8 (203.2)	0.40 (10.2)	18.5 (5.5)	50 (15.2)	80 (24.4)

<sup>1</sup> To determine the maximum cable storage for multiple cables of the same diameter, divide the number of cables being stored in the bracket by the the maximum cable storage amount.

# COMPONENTS



Component	Description
SLACKLOOP Drop Cable Storage Bracket	Commonly installed in vaults or on walls near service entrances. Stores slack fiber optic drop cables that have a minimum cable bend diameter $\leq 8"$ . Molded-in capture tabs to help restrain the cable(s) within the bracket while routing and storing the cable(s). Molded-in nut pockets and hanger bracket guides aid installation of various mounting bracket options.
Stacking Kit (Optional)	Stack 2 or more storage brackets aerially, on poles, walls, or in vaults
Aerial Bracket Kit for ADSS (Optional)	Mount the Drop Cable SLACKLOOP Bracket from ADSS cables
Aerial Bracket Kit for Messenger (Optional)	Mount the Drop Cable SLACKLOOP Bracket from messenger wire cables with a 1/4" or 5/16" metallic messenger
Wood Pole Mounting Kit (Optional)	Mount the Drop Cable SLACKLOOP Bracket directly to a wood pole