

Tender Notification for

**SUPPLY, TESTING AND CONFIGURATION OF MODEMS
(NBIOT) COMMUNICATION, HEAD END SOFTWARE FOR
REMOTE METER READING AND AMC OF THE SYSTEM
FOR 5 (FIVE) YEARS IN BRPL**

NIT NO CMC/BR/21-22/RB/KB/944

Tender Date: 20.08.2021

Due Date for Submission: 10.09.2021, 1500 HRS

BSES RAJDHANI POWER LTD (BRPL)

Corporate Identification Number: U74899DL2001PLC111527

Telephone Number: +91 11 4920 7239

Fax Number: +91 11 2641 9833

Website: www.bsesdelhi.com

SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

BRPL invites sealed tenders in 2 envelopes for following scope of work

Sl. No.	Description	Estimated Cost (Rs.)	Qty.	Delivery & Installation at
1	SUPPLY, TESTING AND CONFIGURATION OF MODEMS (NBIOT) COMMUNICATION, HEAD END SOFTWARE FOR REMOTE METER READING AND AMC OF THE SYSTEM FOR 5 (FIVE) YEARS IN BRPL	2.10 Crores	As per BOQ (Bidder is requested to verify the same before bidding by visiting the site)	Delhi Sites

The bidder must qualify the requirements as specified in clause 2.0 stated below.

All envelopes shall be duly super scribed Supply, Testing And Configuration Of Modems (Nbiot) Communication, Head End Software For Remote Meter Reading And Amc Of The System For 5 (Five) Years In BRPL at following sites conforming to Technical Specification: GN101-03-SP-228-00 for BRPL- NIT NO CMC/BR/21-22/RB/KB/944 DUE ON 10.09.2021, 1500 HRS”

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

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

- 1.02 Bids will be received upto 10.09.2021, 1500 HRS at the address given at 3.01 below. Part A of the Bid shall be opened on 10.09.2021, 1530 HRS. Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

- 1.02.1 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof in the event of following

(i) **Earnest Money Deposit (EMD)** of value Rs 4,20,000/- is not deposited in shape of Demand Draft/Pay Order/Banker’s Cheque /Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.

(ii) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format

(iii) Complete Technical details are not enclosed.

(iv) Tender is received after due date and time.

(v) Technical offer contains any prices

(vi) Prices are **not FIRM** and subject to Price Variation

2.0 QUALIFICATION CRITERIA:-

The prospective bidder must qualify all of the following requirements to participate in the bidding process 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

The prospective bidder must qualify all of the following requirements:

1. The bidder shall be Original Equipment / Design Manufacturers (OEM) registered as a private/ public Company under Companies Act 1956, Certificate of Incorporation and Registration needs to be submitted along with the bid.
2. Bidder's manufacturing facility should have valid latest ISO Certificate and ROHS compliance. Bidder shall furnish copies of certificates along with bid documents.
3. Bidder shall have minimum two years experience supplying modems, software and integration with other applications like GIS, billing etc in at least 1 electricity utilities / reputed organizations in India. Bidder shall submit documentary evidence of order copies and performance certificates.
4. Bidder must have successfully supplied and installed 750 modems and Head End Software in the last 2 years. Order copies along with customer's reference shall be submitted along with the bid.
5. Bidder's average annual turnover in last two years (2019-20 and 2020-21) should be at least Rs. 1 crore (One Crore). Audited balance sheet and certificate from Chartered Accountant shall be submitted along with the bid.
6. Bidder shall have at least 51% equity stake from India with GST registration as on date of bidding of the tender. Bidder shall submit a copy of valid PAN No. and GST registration with the bid documents.
7. Bidder shall have an office in National Capital Territory or establish one within 45 days from placement of order with all statutory compliances. Bidder shall submit an undertaking to this effect along with the bid documents.
8. Bidder shall comply with all the statutory compliances as per the applicable laws/rules before the start of the work.
9. Bidder shall provide an undertaking that it has not been blacklisted/ debarred by any utility/central/state government institution including electricity boards in India.
10. Bidder shall provide an undertaking that they own the intellectual property rights of the design and have the required capacity to deliver the quantities in one supply. BRPL reserves the right to assess the capabilities/ installed capacity through factory inspection.
11. In case bidder is an existing supplier of BRPL; BRPL shall consider feedback of existing performance during Technical evaluation.
12. Bidders not meeting the above criteria or providing necessary information shall not be considered eligible for participation.

BRPL reserves the right to waive minor deviation, if they do not materially affect the ability of bidder to perform the order. (Kindly Mention in Technical Bids)

Financial

- a. Bidder must have average annual turnover of minimum Rs 1 crore in last two (2) Financial years (2019-20 and 2020-21).
- b. The bidder shall submit a “NO LITIGATION” statement as per attached format. (In Bidder’s company letter head duly signed and stamped)
- c. An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. (In Bidder’s company letter head duly signed and stamped)
- d. The bidder must have valid PAN No., GST registration in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the applicable laws/rules etc. (In Bidder’s company letter head duly signed and stamped).

ALL OTHER TERMS AND CONDITIONS OF THE NIT , INCLUDING BALANCE QUALIFYING CONDITIONS, SHALL REMAIN THE SAME.

Notwithstanding anything stated above, BRPL reserves the right to assess bidder’s capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

3.00 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 will be distributed to all participating bidders through website.

3.01 BID SUBMISSION

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

- EMD in prescribed format
- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria
- Technical Details / Filled in GTP/Type test report etc
- Qualified Manpower available & Organization Chart
- Testing Facilities
- Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
- Original Tender documents duly stamped & signed on each page as token of acceptance

- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc
- 2 no. Samples along with cable and accessories and software with demo license for reading having validity of 60 days for testing purpose on non returnable basis to be submitted to Meter Technical Department.

PART B: FINANCIAL **BID** comprising of (1 original only)

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

3.02 TIME SCHEDULE

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

S. No.	Steps	Date
1	Date of sale of bid documents	09-09-2021, 1500Hrs
2	Pre-Bid at BSES Bhawan, Nehru Place, New Delhi	<p>31-08-2021, 1100Hrs, on webex : https://bsesbrpl.webex.com/webappng/sites/bsesbrpl/dashboard?siteurl=bsesbrpl</p> <p>- Queries will be submitted by bidders on mail id : Brpl.Eauction@relianceada.com after Pre-Bid Meeting.</p> <p>- Replies of Queries / Corrigendum of Pre-Bid Meeting will be published on website www.bsesdelhi.com</p>
3	Last date of receipt of bid documents	10-09-2021, 1500Hrs
4	Date & time of opening of tender – Part A (Technical)	10-09-2021, 1530Hrs

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

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

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

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

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

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

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

4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BRPL reserves the right to award other suppliers who are found fit.
- 4.04 Qty Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.

5.00 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. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

6.00 SUPPLIER CONFIDENTIALITY

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

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

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

7.00 CONTACT INFORMATION

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

	Technical	Commercial
Contact Person	Mr. Rishi Goyal	Mr. Pankaj Goyal
Address	BSES Rajdhani Power Ltd , CES Department, Nehru Place, New Delhi 110019	BSES Rajdhani Power Ltd , 1 st Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019
Email	rishi.goyal@relianceada.com	pankaj.goyal@relianceada.com

8.00 BID FORM

8.01 The Bidder shall submit one"Original"and one"Copy"of the Un-priced Bid Form, Price Schedules

& Technical Data Sheets duly filled in as per attached specification/BOM etc enclosed.

9.0 **EMD**

The bidder shall furnish, as part of its bid, an EMD amounting Rs.4,20,000/- as specified in the RFQ. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

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

- (a) Banker's Cheque / Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for One hundred Twenty (120) days after due date of submission or amended due date of submission drawn in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019

The EMD may be forfeited in case of:

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

OR

- (b) The case of a successful Bidder, if the Bidder does not

- (i) Accept the Purchase Order, or

- (ii) Furnish the required performance security BG.

10.0 **BID PRICES**

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

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

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

10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

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 for 120 days from the due date of submission of the Bid & subsequent corrigendum/amendment/extension of due date of submission.
- 12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier.

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents, clearly marked "Original Bid" and "copy" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copy, the original shall govern.
- 14.02 The original and copies 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.

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original, Copy-1, (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser 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 super scribed with —"Technical & EMD". The price bid shall be inside another sealed envelope with super scribed "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, Copy-1, and the envelopes should be super scribed with —"Tender Notice No. & Due date of opening".
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Purchaser.
- 15.04 Bidder will share the Technical bid only in PDF format, if required by BRPL after opening of Technical Bids. No Price Bid will be share in PDF Format otherwise it may liable to reject the bid with no query.

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.

16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will there after be subject to the deadline as extended.

17.0 **ONE BID PER BIDDER**

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

18.0 **LATE BIDS**

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

19.0 **MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

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

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

21.0 **AWARD OF CONTRACT/ ORDERS**

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

21.02 Though the contract is for Turnkey in nature, the Purchaser intends to issue 2 (two) separate Purchase/Work Orders viz
a) Purchase Order for Supply Portion
b) Work Order for Installation, Testing & Commissioning

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

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

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

Qty Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.

The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders.

If the quantity is to be split, quantity distribution shall be in the manner detailed below:

- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of **70:30** on L1 price.
- b) If the quantity is to be split among 3 bidders, it will be done in the ratio of **60:25:15** on L1 price.

Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (03) bidders.

22.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

23.0 CONTRACT PERFORMANCE BANK GUARANTEE

Within 15 days of the receipt of Notification of Award/ Letter of Intent/PO from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee towards faithful performance of Contract for an amount of 10% (Ten percent) of the Contract Price. The Performance Bond shall be valid upto completion period/handling over, whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released. 2 (two) nos. separate CPBG's shall be submitted against Supply, ETC.

24 COMMISSIONING PERIOD

Supply, erection, testing & commissioning of entire system within 120 days (4 months) from the date of LOI/PO. Successful bidder shall submit detailed project plan mentioning all project activities schedule to BRPL.

Section II: SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1.1. Bidders are requested to visit the site to understand the scope of work, site conditions and requirements prior to Bidding. Hence, no price/time escalation shall be admissible on these accounts.
- 1.2. The scope of this tender includes supply, survey, design, engineering, manufacturer, shop testing, inspection, packing, dispatch, loading, unloading and storage at site, storage and construction insurance, assembly, erection, structural, complete pre-commissioning checks, testing and commissioning at site, obtaining statutory clearance & certification from state electrical inspector and handing over to owner.
- 1.3. The scope includes supply of all barricading, free issued materials (including installation, transportation, loading & unloading), dewatering, watch and ward and transportation of scrap (generated at Site), balance free-issued material, dismantled material from site to site, site to BRPL store including loading & unloading and no additional charges shall be paid against these activities. Used barricading material will be taken back by bidder soon after job is handed over or as directed by BRPL E-I-C (Head -DMS) or BRPL nominated representative. No additional cost for these items will be paid to the Bidder. Any leakage, pilferage and damage of the material shall be in vendor's scope.

- 1.4. Prices for all the activities shall be FIRM till the actual completion of the job. Statutory variation will be allowed for direct supplies only wherever breakup of Taxes & Duties are available in Price Bid. In case bidder has not submitted any price breakup, no variation on account of statutory variation shall be paid extra by BRPL.
- 1.5. There will be no price escalation given to bidder even if there is delayed the project due to ROW permission.
- 1.6. Bidder has to submit the technical parameters with details of Spares for each rating with catalogue, reference codes etc.
- 1.7. Wherever BRPL specifications are not available relevant IS/IEC to be followed. All Drawings mentioned in the Tender Specification and other required for the completeness of the tender shall be submitted. Drawing submission process shall not be deemed complete if all the requirements are not complied during the submission of the same.
- 1.8. Bidder has to submit the item wise price bifurcation in bid. Unprice copy must be attached with the Part A. Reverse Auction will be carried out on Lump sum Basis/Total Landed Cost i.e. Supply + ETC
- 1.9. Any other material not specifically mentioned above but required for successful commissioning and operation is in the scope of bidder. Prior erecting any extra items for this scheme –rates should be approved from competent authority.
- 1.10. Successful bidder has to compliance the statutory compliance.
- 1.11. Successful Bidder has to depute the safety officer and quality officer separately at site for whole duration and they have to submit the safety report and quality report to BRPL E-I-C on weekly basis.
- 1.12. Successful bidder has to send the weekly progress report to BRPL EIC.
- 1.13. In case of any major deviation, deletion or addition which bidder may feel is relevant to this project & for its safe operation and completion of works; Bidder may clearly highlight and communicate the same to the purchaser with his bid.
- 1.14. Necessary Statutory Clearances from CEI of Delhi & any other authority for energizing shall be in the scope of this tender. However, any statutory fees shall be borne by BRPL on production of documentary evidence.
- 1.15. Taking over after commissioning of the complete system and final approval of Electrical Inspector & Compliance to punch points observed to the satisfaction of Projects as per statutory requirements, system shall be handed over to BRPL.
- 1.16. Problem Troubleshooting & Restoration In Warranty Period For A Particular Material/Equipment:

Service Engineer Availability to Attend, Identify & Restore Defects (Minor) Of materials/Equipment's under Guarantee Period within 48 Working Hours (Exclusion of Material Support Cases)

Spare Material Delivery for Restoration Of circuit (Major Defect) Under Guarantee Period within Two Weeks. Seller must keep Requisite Inventory of Critical Spares & Other Equipment's Covered in Guarantee Period to Restore Equipment within Two Weeks.

In Case Of Complete Replacement of material, complete material to Be Replaced within a Period of 4 Weeks.

1.17. PROJECT INFORMATION & COMPLETION

The contractor shall be fully responsible to complete the project in time. It is desired that the project should complete as per the schedule from the date of LOI or purchase order whichever is earlier. The detail completion schedule shall be prepared by vendor and shall be submitted at the time of detailed engineering for approval. Vendor has to submit the progress report fortnightly in the format attached with this tender/as asked by the Purchaser.

1.18. PROJECT IMPLEMENTATION & EXECUTION CONTROL

The bidders are requested to submit the following along with the bid, about the project implementation & execution methodology.

- a) Write up/overview of project Plan
- b) Implementation Methodology
- c) Project Organization Chart for Representatives, Project Office & site office teams along with the functions.
- d) Bar Chart & Network Diagram (with critical path) for various activities to achieve completion.

SECTION III: GENERAL TERMS AND CONDITIONS - SUPPLY

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.04** The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 DEFINITION OF TERMS

- 2.01** "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Suppliers" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and

shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.

- 2.03** “Supply” shall mean the Scope of Contract as described.
- 2.04** “Specification” shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** “Letter of Acceptance” shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The “Letter of Acceptance” issued by the Purchaser shall be binding on the “Supplier” The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** “Month” shall mean the calendar month and “Day” shall mean the calendar day.
- 2.07** “Codes and Standards” shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** “Offer Sheet” shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09** “Contract” shall mean the “Letter of Acceptance/Purchase Order” issued by the Purchaser.
- 2.10** “Contract Price” shall mean the price referred to in the “Letter of Acceptance/Purchase Order”.
- 2.11** “Contract Period” shall mean the period during which the “Contract” shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** “Acceptance” shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- The written acceptance of material by the inspector at suppliers works to ship the materials.
 - Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 CONTRACT DOCUMENTS & PRIORITY

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

4.0 SCOPE OF SUPPLY -GENERAL

- 4.01** The “Scope of Supply” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed elsewhere.
- 4.03** All relevant drawings, data and instruction manuals.

5.0 QUALITY ASSURANCE AND INSPECTION

- 5.01** Immediately on award of contract, the bidder shall prepare detailed quality assurance plan/test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc. In case of standard items, BRPL shall forward the standard QAP which is to be followed by vendor during manufacturing.
- 5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BRPL.
- 5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.
- 5.04** On completion of manufacturing the items can only be dispatched after receipt of dispatch instructions issued by the Purchaser.
- 5.05** All in-house testing and inspection shall be done with out any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices
- 5.06** Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

6.0 PACKING, PACKING LIST & MARKING

- 6.01 **Packing:**** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.
- 6.02 **Packing List:**** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

7.01 PRICE BASIS FOR SUPPLY OF MATERIALS

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item. FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST.
- b) The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.
- d) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

8.0 TERMS OF PAYMENT AND BILLING – SUPPLY & INSTALLTION

- a) Supply: 100% payment within 45 days against delivery of minimum 1000 nos modems and submission of following documents duly certified by BRPL project-in-charge:

- i. Consignee copy of LR
- ii. Detailed invoice showing commodity description, qty, unit & total price,
- iii. Original certificate issued by BRPL confirming receipt of material at site & acceptance
- iv. Dispatch clearance & inspection report issued by the inspection authority
- v. Packing List, Test Reports
- vi. Work Completion Certificate
- vii. Guarantee Certificate.
- viii. Bank Guarantee

Note: Payment will be started only after installation, testing, commissioning and successful integration with HES Software of 300 Modems along with training to BRPL official.

- b) Software: 100% payment after completion of Work with Installation, testing, Commissioning and successful integration with modems duly certified by BRPL Project-in-charge and Handing Over of the entire Installation and submission of Performance Bank Guarantee of 10% of contract value valid up to Defect Liability period plus 3 months towards Claim period.
- c) AMC: AMC Payment shall be done quarterly basis.

9.0 PRICE VALIDITY

- 9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission & subsequent corrigendum/amendment/extension of due date of submission. For awarded suppliers/contractors, the prices shall remain valid and firm till contract completion.

10.0 PERFORMANCE BANK GUARANTEE

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

- 10.02 Contract performance bank guarantee of total 10% of the contract price shall be submitted within 15 days of award of contract with the validity till completion of the contract period.

- 10.03 Contractor shall submit the performance bank guarantee equivalent to the 10% of the order value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing – SUPPLY/ INSTALLATION/SOFTWARE), with the validity of the bank guarantee till Defect Liability Period plus 3 months.

11.0 FORFEITURE

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

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

12.0 RELEASE

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

13.0 WARRANTY/DEFECTS LIABILITY PERIOD

13.01 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from supply or 66 months from Installation, whichever is earlier.

If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

The bidder shall be able to depute their service personnel within 48 hours in case of emergency and shall ensure the availability of manpower/spares for the same during warranty period.

14.0 RETURN, REPLACEMENT OR SUBSTITUTION.

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

15.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:

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

16.0 TIME – THE ESSENCE OF CONTRACT

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

17.0 THE LAWS AND JURISDICTION OF CONTRACT:

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

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

18.0 EVENTS OF DEFAULT

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

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

19.0 CONSEQUENCES OF DEFAULT.

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

20.0 LIQUIDATED DAMAGES

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

20.02 The total amount for delay under the contract will be subject to a maximum of ten (10%) percent of the total contract value.

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

21.0 STATUTORY VARIATION IN TAXES AND DUTIES

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/variations in commodities & raw materials. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of

necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO

The company reserves the right to review/change the terms & conditions of the Purchase Order/Work Order prospectively w.e.f. the date of implementation of GST to give effect/take care the impact of GST, if required.

22.0 FORCE MAJEURE

22.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

22.02 Specific Events of Force Majeure subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

- (i) The following events and circumstances:
 - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
 - b) Explosions or fires
- (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

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

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

22.04 Mitigation of Events of Force Majeure Each Party shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;

- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
 - (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.
- 22.05** Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force Majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.
- 22.06** Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.
- 22.07** The Purchaser may terminate the contract after giving 7(seven) days notice if any of following occurs:
- a) Contractor fails to complete execution of works within the approved schedule of works, terms and conditions
 - b) In case the contractor commits any Act of Insolvency, or adjudged insolvent
 - c) Has abandoned the contract
 - d) Has failed to commence work or has suspended the progress of works
 - e) Has failed to proceed the works with due diligence and failed to make such due progress
- 22.08** Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.
- 22.09** Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.
- 22.10** Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."
- 23.0** **TRANSFER AND SUB-LETTING**
- 23.01** The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.
- 24.0** **RECOVERIES**
- 24.01** When ever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.

25.0 WAIVER

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

26.0 INDEMNIFICATION

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

27.0 DOCUMENTATION:

The Bidder's shall procure all equipment from BRPL approved sources as per attached specifications. The Bidder's shall submit 5 copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings. The Bidder's shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by BRPL Engineer in-charge.

28.0 COMMISSIONING SPARES

28.01 Commissioning Spares shall be deemed to be included in the quoted

SECTION IV
PRICE FORMAT – SUPPLY & INSTALLATION

SN	Item	Qty (No.)	Unit Rate Without GST (Rs)	CGST (Rs)	SGST (Rs)	IGST (Rs)	Unit Rate with GST (Rs)	Total = Unit Rate with GST x Qty (Rs)
A	Supply of NBIoT Modem with Accessories	6025						
	Cable accessories for modem to meter communication	6025						
	Field Installation of Modems with training to 10 nos of officials of BRPL	300						
B	License cost for Supply and integration of MDAS or HES (compatible to read DLMS and non-DLMS version of meters from different makes including Secure, Genus, L+G, Elster, other etc.) capable to handle minimum 50,000 end Points (with scalability in lots of 5000 meters) with provision to provide meter raw data file to BRPL users.	Lot						
	Development of Data repository system to manage power outage and restoration alerts from modem installed at site and provision to integrate with Outage Management System.	Lot						
	Database License	Lot						
	Development of reporting tool for MIS report generation (as explained in software specifications clause)	Lot						
	12 Months onsite support after handing over of Software	12 Months						
C	Annual Maintenance Charge (AMC) for smooth operation of MDAS/HES, database management, trouble shooting and resolution of communication related issues after 12 months onsite support	1 st Year						
		2 nd Year						
		3 rd Year						
		4 th Year						
		5 th Year						
	GRAND TOTAL (A+B+C)							

D	Annual Maintenance Charge (AMC) for Hardware management trouble shooting and resolution of communication and integration with software related along with 5 Years Guarantee (Optional)	Per Modem Per Month					
---	--	---------------------	--	--	--	--	--

NOTE:

- 1) The prices quoted are inclusive of training of BRPL officials (as per spec)
- 2) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any.
- 3) All Tools & Tackles, Consumables and Commissioning Spares required to complete the work shall be included in the quoted rates
- 4) Any other item not mentioned above but are required for successful completion of the works shall be deemed to be included in the above quoted rate
- 5) Integration of modem data with future Smart Grid/AMI solution of BRPL
- 6) Provide training to users and support with documentation like operation manual, DWI, Architecture and Design document, configuration and troubleshooting guidelines.
- 7) AMC scope attached in Technical Annexure
- 8) SIM card to be provided by BRPL.
* Installation can be done by BRPL also, if required.

Note: Award of work (for line items mentioned above) shall be done on BRPL discretion only. Bidder must depute skilled & efficient manpower for carrying out above mentioned work at Pole mounted transformers, Plinth mounted transformers, Package transformers and HVDS/Feeder installations

SECTION V

GENERAL TERMS & CONDITIONS - ERECTION, TESTING & COMMISSIONING

1. DEFINITIONS and INTERPRETATION

The following terms shall have the following meanings:

1.1 "Company": means BSES Rajdhani Power Ltd, a company incorporated under the Companies Act 1956 and having its office at BSES Bhawan, Nehru Place, New Delhi 110 019, which expression shall include its authorized representatives, agents, successors and assigns.

1.2 "Contractor": shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 "Rate": The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

1.4. CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in Annexure-I enclosed herewith and all such particulars mentioned directly/referred to or implied as such in the contract.

1.5 SITE: The terms "Site" shall mean the working location in BRPL area. Under this tender, working location shall be as mentioned elsewhere.

1.6 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work 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 CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

5. RATES:

The rates finalized for this order shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized.

The unit rates finalized are also inclusive of barricading and watch & ward during execution and no separate charges shall be paid for the same.

The cost of training of BRPL Official shall be included in the prices quoted by vendor.

6. TAXES AND DUTIES:

Prices are inclusive of all taxes and duties and GST. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).The order involves only services and labour hence WCT/VAT not applicable to the order.

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/variations in labour. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO.

7. COMPLETION PERIOD

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for erection and commence the execution activity as per instructions of Engineer In-charge. The entire erection work should be completed within 4 months from the date of issue of LOI. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a weekly progress report to Engineer In charge.

8. CLEANLINESS

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, you 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.

9. COMMISSIONING & ACCEPTANCE TEST:

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures. On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

10. WORK COMPLETION CERTIFICATION, HANDING OVER.

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 periodical material reconciliation statement in the approval format with every Running Bill raise by him or end of every month whichever is earlier. 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.

11. PENALTY AND LIQUIDATED DAMAGES

11.1 Penalty: A penalty of 10% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

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

If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1 % of the order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of total order value or remaining value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.

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

12. SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.

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 causalities, extent of properly damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

13. STATUTORY OBLIGATIONS:

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:

- a) An Electrical license issued by Govt.of Delhi.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) GST registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970
- i) Electrical License

(Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License 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 A ct 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. {If applicable}
- h) Labour license before start of work. {If applicable}

17. WORKMAN COMPENSATION:

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

The contractor shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved under this work order 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.

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 premium amount for such life cover policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

18. STAFF AND WORKMAN

It shall be responsibility of contractor

(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 Labour 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 Labour 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.

19. THIRD PARTY INSURANCE

Before commencing the execution of the work the contractor shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractors own cost.

20. SECURITY

Adequate number of trained Security Guards shall be deployed both at the storage yard and stores as well as places of work to prevent theft and pilferage of material and accessories and various other materials. All security rules and safety rules enforced at site by company shall be strictly observed.

21. 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:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) 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

- e) 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
- f) Provide details of any hazardous substances to be brought onsite
- g) 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.

22. TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

23. SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

24. INDEMNITY:

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

- a) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) any act or omission of contractor or its employees or agents.
- c) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which

may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

25. EVENTS OF DEFAULTS:

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

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to

complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

26 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change within the scheduled period and even after the extended period, the contract shall 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.

27. ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

28. FORCE MAJEURE:

28.1 General:

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

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

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

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

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

28.2 Specific Events of Force Majeure:

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

The following events and circumstances:

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

(ii) Explosions or fires

(iii) Declaration of the Site as war zone.

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

28.3 Notice of Events of Force Majeure

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

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

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

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

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

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

28.4 Mitigation of events of force majeure:

The Contractor shall:

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

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and Keep the Company informed at regular intervals of the circumstances concerning the event

of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

28.5 Burden of proof:

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

28.6 Terminations for certain events of force majeure:

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

29. SECRECY CLAUSE:

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

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

30. TERMINATION:

"During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

31. QUALITY:

Contractor shall ensure that strict quality is maintained 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.

32. ACCEPTANCE

Acceptance of this work 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, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work order is not being performed in accordance with the terms of this work order, the company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor.

We request you to please sign the duplicate copy of this work order as a token of your acceptance and return to us.

SECTION VIII

VENDOR CODE OF CONDUCT

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

I. Labour and Human Rights

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

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to

undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.
- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions,

seek representation and or join worker's councils in accordance with local laws should be acknowledged.

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

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Pollution Prevention and Resource Reduction - Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

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

IV. Ethics

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

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

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

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

Annexure - I

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

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

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 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. (If applicable)
- h) Labor license before start of work. (If applicable)

Appendix- I
COMMERCIAL TERMS AND CONDITIONS – SUPPLY

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) Firm , FOR Delhi store basis. Prices shall be inclusive of GST, freight up to Delhi stores. b) Unloading at stores - in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	a) Supply: 100% payment within 45 days against delivery of minimum 1000 nos modems in lots and submission of following documents duly certified by BRPL project-in-charge: <ul style="list-style-type: none"> i. Consignee copy of LR ii. Detailed invoice showing commodity description, qty, unit & total price, iii. Original certificate issued by BRPL confirming receipt of material at site & acceptance iv. Dispatch clearance & inspection report issued by the inspection authority v. Packing List, Test Reports vi. Work Completion Certificate vii. Guarantee Certificate. viii. Bank Guarantee <p>Note: Payment will be started only after installation, testing, commissioning and successful integration with HES Software of 300 Modems along with training to BRPL official.</p> b) Software: 100% payment after completion of Work with Installation, testing, Commissioning and successful integration with modems duly certified by BRPL Project-in-charge and Handing Over of the entire Installation and submission of Performance Bank Guarantee of 10% of contract value valid up to Defect Liability period plus 3 months towards Claim period. c) AMC: AMC Payment shall be done quarterly basis.	
4	Completion time	Commissioning of Testing & Commissioning of materials: 120 days from date of LOI/ PO	
5	Defect Liability period	The Defect liability period shall be 60 months from supply or 66 months from Installation, whichever is earlier.	
6	Liquidated damages	1% of basic price for every week delay subject to maximum of 10% of total PO/WO value of undelivered units/ remaining work.	
7	Performance Bank Guarantee	Contractor shall submit the performance bank guarantee equivalent to the 10% of the order value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing), with the validity of the bank guarantee till Defect Liability Period plus 3 months.	
8	Contract Performance Bank Guarantee	Contract performance bank guarantee of total 10% of the contract price shall be submitted within 15 days of award of contract with the validity till completion of the contract period.	

APPENDIX II

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
New Delhi 110019

Sir,

1 We understand that BRPL is desirous of execution of
.....(Name of
work)

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission & subsequent corrigendum/amendment/extension of due date of submission. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

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

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

Dated this..... day of..... 20.....

Signature..... In the capacity of

.....duly authorized to sign for

and on behalf of

(IN BLOCK CAPITALS).....

Appendix III

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT
(To be signed & stamped by the bidder along-with bid)

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

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

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

APPENDIX IV

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including One Hundred Twenty(120) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

APPENDIX - V

LITIGATION HISTORY

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

APPENDIX - VI

CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

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

APPENDIX - VII

FINANCIAL DATA

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 20-21	FY 19-20	FY 18-19	FY 17-18	FY 16-17
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

APPENDIX VIII

CHECK LIST

Sl No	Description	Compliance
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 1000/- 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
16	2 Nos of Sample	YES/NO

APPENDIX-I
FORMAT FOR PERFORMANCE BANK GUARANTEE-ETC

(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 ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

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

Dated this Witness

day of 20..... at

1. For Bank
2. Signature

Name Power of Attorney No:

Banker's Seal

ANNEXURE –I-ETC

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

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

TECHNICAL SPECIFICATION

Note : Compliance to each point of the technical specification shall be provided by the bidder for compliance/ non-compliance/ suggestion/ deviation.

Technical Specifications for Modems (NB-IoT), Head End System (HES) and Annual Maintenance of the system

Document number: GN101-03-SP-228-00

Prepared By	Reviewed by	Approved By	First Rev : R0 Current Rev. No.: R0 Date: 11.08.21
			
Rishi Goyal	Gopal Nariya	B.B. Sharma	

VERSION CONTROL

SN	Date	Previous Version No.	Current Version No.	Author
1	11.08.21	NA	GN101-03-SP-228-00	Rishi Goyal

REVISION RECORD

SN	Revision No.	Clause No.	Change	Approver
1	R0	Complete Document	Specifications for LTE based NB IoT modem	Rishi Goyal

Contents

1 Scope of Work 4

2 Standards 4

3 Technical Specifications..... 4

4 Head End System (HES) 8

5 Guarantee..... 11

6 Name Plate and Marking..... 11

7 Environmental Specifications 12

8 Type Tests..... 12

9 General conditions 12

10 Delivery Commissioning Period 15

11 Reports 16

12 Documents to be submitted 16

13 Training 16

14 Annual Maintenance Contract (AMC) Scope Document..... 17

15 Service Level Agreement (SLA)..... 19

16 Bill of Quantity (BOQ) 20

17 Schedule of deviation from technical specifications 20

1 Scope of Work

The scope includes design, manufacturing, testing and supply of Modems with power cable, communication cable, antenna, Head End System (HES) and other accessories suitable for CT operated meters. The broad scope is as follows:

- Supply of LTE based NB-IoT modems with accessories
- Installation, Commissioning and configuration of Modems at field
- Supply, Installation, Testing, Commissioning & Implementation of Head End System (HES)
- Integration of existing & new meters with HES and integration with BRPL system
- SLA compliance and annual maintenance of the entire system

2 Standards

S. no	Standard	Description
1.	IEC61000-4-2 (Level-2)	Electrostatic Discharge
2.	IEC61000-4-4	Fast Transient Burst
3.	IEC61000-4-5	Surges Immunity
4.	IEC61000-4-6	Radio Interface Measurement (CS)
5.	IEC61000-3-2/CISPR22	Conducted Emission
6.	CISPR 22 (Class B)	Radiated Emissions
7.	IS13252	Safety standard

3 Technical Specifications

- 3.1 Modem should be compatible for communication with various types of dlms and non dlms meters like DT Meter, HT Meter, Net Meters & Solar Meters of multiple meter vendors.
- 3.2 Modem shall be plug and play type i.e. able to communicate with backend after power up.
- 3.3 The power supply of the offered modem shall be part of the modem and capable to operate on three phase supply from the incoming terminal of the meter.

- 3.4 Modem shall be capable to function correctly even if one phase is available.
- 3.5 The operating voltage range for the modem shall be 40V to 440V to enable modem can be used for HT or LT tri vector meters on network as per requirement. Operating Frequency shall be 50 Hz \pm 5%.
- 3.6 Maximum power consumption should be 8 VA during data transfer and 2 VA in idle condition.
- 3.7 The modem shall be suitably protected against voltage surge up to 6kV and 10kV impulses.
- 3.8 Modem shall be capable to send outage information with date and time stamp (for both occurrence and restoration) and store data at the same time.
- 3.9 Product shall be EMI/EMC complaint as per IS-13779 and IEC: 61000-4.
- 3.10 Modem should be compact in size suitable to be accommodated in existing Meter Box. Bidder shall submit details of mounting arrangement of the modem.
- 3.11 Modem enclosure shall be made up of unbreakable, high grade Polycarbonate LEXAN 943 or equivalent. Enclosure shall be able to withstand shock and vibration.
- 3.12 Material shall be fire retardant reinforced insulating material of minimum thickness of 2mm made of virgin polycarbonate / engineering plastic enclosure.
- 3.13 The modem should comply with a minimum of IP55 degree of protection.
- 3.14 Enclosure shall be corrosion resistant and shall withstand any effect of chemical solvents like acids corrosive alkalis etc.
- 3.15 The modem shall have arrangement for sealing for top and base cover.
- 3.16 The modem shall have provision for a SIM card that is accessible without opening the modem enclosure. In addition to this, the SIM card holder should also have arrangement for sealing.
- 3.17 SIM Card connector shall be standard 3V/1.8V receptacle and shall support standard / micro / nano SIM cards.
- 3.18 Modem shall have a RS-232 port for serial communication, 9 pin type connector at modem. The modem shall be connected to meter using RJ11 / RJ45 (Meter Side) as per IS-12063.

- 3.19 Modem shall have LCD or multiple LED's to indicate communication status, power status, local or remote reading. The combination of LED's shall facilitate during installation, troubleshooting and health analysis.
- 3.20 The Modem should have separate four no. of LED indicators for data transmission (Tx), data reception (Rx), cellular network signal strength and Power ON to indicate Power on position.
- 3.21 Modem should have a SMA connector to fix high gain type antenna (3dBi/5.5dBi/6dBi) and shall come along with flexible co axial cable of at least 3 feet in length. The antenna shall be able to boost signal strength in areas where signal strength is weak. Receiver sensitivity shall be greater than -100dBm. The connector shall be corrosion less and shock proof.
- 3.22 The antenna shall function as desired and will not be affected by heat, radiation, or any higher frequencies of the surrounding. The antenna shall contain a magnet at the base for easy mounting.
- 3.23 Modem shall be able to store and send tamper/event and outage alerts on occurrence and restoration with date and time.
- 3.24 Modem shall auto switch network as per availability.
- 3.25 Modem shall support Short Messaging Service (SMS)/Data packet
- 3.26 Modem shall be capable to store the meter data of minimum 45 days
- 3.27 Modem shall be able to collect and process 15 min meter data in a secured way
- 3.28 Modem shall support Point to Point transmission and Cell Broadcast features
- 3.29 Modem shall be capable to transfer entire tri-vector meter data in less than 8-10 minutes without data loss after connection is made
- 3.30 Modem shall support band NB-IoT bands for all telecom operators.
- 3.31 Modem should have mechanism (e.g. watchdog) to auto reset or reboot in case of any faults.
- 3.32 Modem shall synchronize time according to the Network time/Server Time
- 3.33 Modem should establish automatic connection after successful installation of modem.

- 3.34 The modem should be able to respond on demand query and pre-defined schedule as per user requirement
- 3.35 Modem should be able to automatically push meter data at configured regular intervals
- 3.36 Modem should be an intelligent modem with store and forward feature.
- 3.37 Modem should be compatible to NB IoT with fallback to 2G/3G/4G.
- 3.38 The speed to download / upload data shall be as per LTE CAT 1 speeds.
- 3.39 Modem shall have feature to reboot through SMS in single/group/bulk operation using SMS API gateway, however the feature shall be disabled till process is approved by BRPL.
- 3.40 Modem should automatically discover or have provision to configure required settings (APN, SIM no., IP address of SIM etc). In case of change of meter or SIM card the modem shall store data and forward the stored data after approval.
- 3.41 The communication module engine shall be from reputed company like Wavecom, Siemens, Sony Ericsson, Nokia and Cinterion, Motorola , Qualcomm, Gemalto or equivalent. The module shall not get affected under heat, electromagnetic/ electrostatic/magnetic fields, electromagnetic induction etc.
- 3.42 Phase reversal condition, if phase & neutral are interchange will not affect the modem functionality in any manner.
- 3.43 Modem shall have short circuit, over current & over voltage protection.
- 3.44 Modem shall have input supply fuse for protection & it shall be replaceable without opening cover.
- 3.45 Modem shall support device management like reset, configuration, firmware upgrade etc through local & OTA command.
- 3.46 Modem shall have persistent cellular network connectivity & shall be able to connect to cellular network automatically. It shall be connected to cellular network all the time. Modem shall operate 24*7 & shall recover from any deadlock situation immediately in the field.
- 3.47 Modem shall be able to store critical log stored during abnormal operations like meter data cable disconnect, low signal level, failure of data connect, etc.

4 Head End System (HES)

- 4.1 HES shall be designed based on modular approach and web based. HES shall support Service Oriented Architecture and modular based approach in design, operations and implementation.
- 4.2 HES shall be developed based on open platform and distributed architecture for scalability without degradation of the performance.
- 4.3 HES shall have capability to collect data, validate data, process data from field devices.
- 4.4 HES shall also manage the modems on field, have user access rights management, dashboard for viewing in graphical mode, analysis & reporting, Security features and audit trail.
- 4.5 HES system shall have user friendly GUI to monitor communication status, instantaneous parameters, tampers, parameters like voltages, current, active power, power factor, events, consumption etc.
- 4.6 HES system shall support TCP/IP, UDP, HTTP, FTP, SMTP etc; HES system should be compatible to RDBMS Oracle 12C/My SQL database.
- 4.7 HES shall have option to export CDF as per MIOS standard as well as user defined report generation in format of Excel, PDF, XML and CSV for further integration with system.
- 4.8 Alerts (for Alarms and Events) shall be displayed in HES for further action and shall be configurable
- 4.9 HES shall have facility for On Demand acquisition of meter data and at user selectable periodicity
- 4.10 HES shall support data acquisition from different Energy Meters as per user requirement.
- 4.11 HES shall provide facility to configure the modem remotely without site visit through user access rights.
- 4.12 HES system shall be able to send tamper/event and outage alerts & integrated to BRPL system in real time

- 4.13 HES system should have facility to upgrade the firmware for both meters and modems remotely in bulk operation
- 4.14 HES System should be able to collect and process 15 min meter data in a secured way.
- 4.15 HES system shall support both inbound and outbound communication. In outbound communication, the number of retries made by the software for failed meter readings shall be configurable. If the meter cannot be read even after the specified number of retries, the system shall raise an alarm.
- 4.16 HES shall provide communication status and auto/manual/logic based root cause analysis for non-communication of AMR. Bidder shall share formats in existing HES and shall be mandatorily required to develop reports or change formats as per requirement during the contract order.
- 4.17 HES system shall have provision for manual entry of meter data in exceptional cases subject to access rights and maintain audit trail for all such entries and report may be generated for such activities. The input sources of meter data could be CMRIs (Common Meter Reading Instruments), substation log books etc. (system will normally allow import of 'pre-aggregated' data).
- 4.18 HES system shall ensure that no data is lost and shall have provision to archive data automatically or on demand.
- 4.19 HES system shall provision to group modems according to division, usage, category, etc to read them as per schedule.
- 4.20 HES system shall display phasor diagram, consumption/load profiles by configurable period (15/30 min, hour, day, month, year etc.) day type, tariff, customer type, or any user specified collection of meters.
- 4.21 HES system shall provide energy usage profile for a single meter or group of meters. The load profile shall illustrate energy consumption and peak demand in user defined intervals for a user-specified time period.
- 4.22 HES system shall have provision to keep on trying to read meters till all meters are read.
- 4.23 HES system shall be capable of storing minimum 2 years meter data in the database, validate and process records in less than thirty minute.

- 4.24 System shall have the ability to recover from a hardware or application failure.
- 4.25 System shall have provision to monitor and optimize different application processes and services in-terms of CPU usage and memory.
- 4.26 System shall have capabilities for cloud based hosting or in house server.
- 4.27 System shall be able to interface with the standard mail system (Lotus Notes, MS exchange, MS Outlook and express etc) for alert and notification.
- 4.28 HES shall provide support for visually locating modems on maps and importing devices and associated information from SAP, GIS etc.
- 4.29 HES shall manage geographical, administrative, regional, and the network hierarchy of the utility. These hierarchies shall be imported from external source and / or shall be configurable in the system.
- 4.30 HES shall support different make of APIs for downloading the data, converting to common data format and storing in the database.
- 4.31 HES system shall have necessary security features as per existing and comply in future to cyber laws as mandated by Government of India. HES shall have mechanism to identify fraud, data breach and manipulation of data. All configurations of User Management / Access Rights shall be as per the requirements of BRPL.
- 4.32 System should be able to generate minimum of the following reports with facility to export in excel, pdf, csv formats, bidder may be required to other reports as per user requirement:
 - a. Daily/monthly energy and data collection reports,
 - b. Accumulated reports of auto alarms and network failure
 - c. Instant and cumulative Energy
 - d. Detailed tamper reports
 - e. Report for duration of power off and power on in a month and cumulatively till date
 - f. Customized reports as per the User requirement for detailed analysis
 - g. Report for overloading, under loading conditions with duration and other details
 - h. Reports for Voltage imbalance, Max demand, Low power factor, etc

- i. Report for meter master, modem, SIM, division, installation date etc with other attributes
 - j. Reports for installation, removal, time set report etc
 - k. Exception reports for usage, threshold, validation failure, flags etc
 - l. Geographic/ administrative/ regional hierarchy wise reporting facility
 - m. Diagnostic reports for SLA calculations
- 4.33 HES must have built-in redundancy & fail over architecture to ensure seamless system recovery.
- 4.34 Modem shall have near real time & historical information & shall have device management functionality for managing, monitoring & control of modems. HES shall support modem life cycle management like device registration, installation, provisioning, maintenance, decommissioning, etc.

5 Guarantee

- 5.1 The Modem device shall be guaranteed for a period of 60 months from the date of commissioning, 66 months from the date of supply, whichever is earlier.
- 5.2 In case the Modem is being repaired for more than 2 times during the guarantee period, the same shall be replaced with new Modem within 7 working days without any additional cost to BRPL. The guarantee period of replaced new Modem shall be treated as remaining guarantee period of existing Modem.

6 Name Plate and Marking

- 6.1 Modem shall have a nameplate clearly visible and effectively secured against damage, indelibly and distinctly marked with all essential particulars as per the relevant standards
- 6.2 In addition to the standard the following shall be printed with a barcode on the name plate:
- a. Manufacture's name
 - b. Serial number, Model no. , IMEI no. and bar code for serial number
 - c. Month and Year of manufacture
 - d. Property of BRPL
 - e. Purchase Order No. & date

7 Environmental Specifications

- 7.1 Modem will be installed inside existing meter box in a totally enclosed enclosure.
- 7.2 The design of modem shall be such that it can operate inside an enclosure without any ventilation.
- 7.3 The modem shall meet the following environmental specifications:-
- 7.4 Temperature: -10 degree C to +80 degree C
- 7.5 Humidity: 95% RH (non – condensing)

8 Type Tests

- 8.1 All routine, acceptance & type tests shall be carried out on the modem body in accordance with the relevant IS/IEC in presence of BRPL representative.
- 8.2 The modem shall comply with latest regulation issued by DoT / WPC / TRAI etc

9 General conditions

- 9.1 Data enabled SIM card will be provided by the utility and monthly SIM charges will be borne by the utility
- 9.2 The bidder should provide mobile application for configuration, GPS location capturing, DT/Modem and Meter Master Update, troubleshooting, viewing data and status of modems. Modifications required in modem configuration utility, mobile application should be done by the bidder, free of cost.
- 9.3 Bidder to provide MRD download functionality (scheduled and on-demand), mrd storage and data archiving (auto or as per requirement)
- 9.4 Bidder shall ensure to either integrate the HES or directly route data collected by modem to Smartgrid / AMI system procured by BRPL in future. Vendor to provide undertaking to support the integration of modem data with future smart grid solution of BRPL
- 9.5 The bidder shall be responsible for secure data backup, archival and retrieval of data for the entire contract period.
- 9.6 Bidder shall provide warranty of 5 years for the modems supplied

- 9.7 HES software shall be deployed with functionalities and deliverables mentioned in this document, training to BRPL designated personnel and end to end testing within 45 days of award of purchase order. Payment shall be released subject to submission of deliverables as specified.
- 9.8 Bidder shall attend to inspect the modem within 1 week of intimation for any fault or any communication issue and provide the root cause analysis in 2 weeks time.
- 9.9 Bidder shall undertake to replace modem within 15 days in case of failure within the guarantee period.
- 9.10 Faulty modems under guarantee shall be verified by bidder at site and submit report for each modem that is found faulty.
- 9.11 Bidder will bear the cost of site verification and replacement of faulty modems.
- 9.12 If the defective modems are not replaced within the specified period then the same shall be treated as breach of performance and shall be liable for penalty.
- 9.13 The supplier shall give 15 days' advanced intimation to enable BRPL to depute representative for lot inspection.
- 9.14 GTP shall be signed and approved at the time of order and any changes subsequently shall be done through change management process.
- 9.15 Bidder shall submit 2 modems with accessories and demo login of HES on cloud at the time of bid submission for testing purpose by Smartgrid team.
- 9.16 Installation & commissioning of modem will be treated as successful only after availability of complete meter data in the system through modem and certified by BRPL.
- 9.17 Bidder shall have valid electrical license for field work and shall submit a copy of the license at the time of the bid.
- 9.18 The delivery and implementation timeline in previous similar projects shall also be considered.
- 9.19 BRPL will issue a permission letter to the designated manpower of bidder for the field deployment.
- 9.20 Following are minimum conditions for replacement of modems under guarantee:

Modems replacement instances	
<i>Sr no</i>	<i>Case</i>
1	No communication for continuous 5 days or more
2	Loss of power supply at modem end
3	Meter data corruption
4	Hardware failure not attributable to BRPL's supply
5	Modem failure due to water or dust ingress during transportation, installation or operation on field
6	Same modem has failed twice

9.21 The bidder shall submit an overall Project plan along with the bid keeping in mind the timelines.

9.22 The bidder shall prepare a Project tracker listing down all the activities in detail

9.23 The bidder shall be responsible for transportation of modems from BRPL store to site, deploy, data availability at HES

9.24 The bidder shall ensure deployment of head-end system and integration with BRPL's applications before commencement of field deployment.

9.25 The bidder shall provide all equipments and testing kits required for field work.

9.26 The bidder will be entirely responsible for rules for safety and security. The successful bidder shall indemnify BRPL against any action like prosecution, fire, show cause notice etc for any breach by the successful bidder or its employees, alleged or otherwise of any of the provisions of the law of the government / judicial authorities.

9.27 The bidder shall publish daily status of the progress carried out in the format agreed.

9.28 The bidder shall submit a project progress report on weekly basis. The report shall include all the activities completed, ongoing, issues, delay reasons and resolution plan.

9.29 Bidder shall submit monthly report on the network status, data availability reports, failure reports, issue trackers, data center uptime, bandwidth utilization reports, server utilization reports, system security reports, in the agreed format.

- 9.30 Bidder shall be responsible for sign off for each and every installation in the agreed format within 3 days of completion.
- 9.31 Project progress review meetings will be held fortnightly or monthly. However in case of deviations BRPL may call for meeting of senior management and bidder shall ensure their presence.
- 9.32 During the performance of the Contract, the buyer or seller may request for modification. Such changes shall be properly documented with necessity of change, impact, time to implement and approved by relevant personnel.
- 9.33 The buyer reserves the right to approve or reject any change requests.
- 9.34 If modem already exists at desired location, bidder shall remove this existing modem along with accessories & handover the same to BRPL.
- 9.35 The bidder shall install SIM cards made available by BRPL & configure the modem as per project plan & location discussed with BRPL.
- 9.36 Installation & commissioning of modem will be treated as successful only after availability of complete meter data in the system through modem & certified by BRPL.
- 9.37 The bidder shall be responsible for deployment of modems at the locations/sites/meters given by BRPL.
- 9.38 Bidder shall share its field execution team details. BRPL shall issue a permission letter to the designated manpower of bidder for the deployment.
- 9.39 Bidder execution team will coordinate with BRPL representative for activities viz arrangement of keys for its substations, etc. The bidder may seek support of Project Manager in this regard and keep him informed of all the communications.
- 9.40 The bidder shall work as per the project schedule and shall not be relieved until the project is successfully completed and handed over.

10 Delivery Commissioning Period

Bidder shall commence the supply & installation of modems and complete the project within 16 weeks.

- 10.1 Delivery and commissioning of min 25% of ordered quantity within 8 weeks of PO

10.2 Delivery and commissioning of additional 50% within 12 weeks of PO

10.3 Delivery and commissioning of balance 25% within 16 weeks of PO

11 Reports

Following MIS reports are expected from the System:

- 11.1 Meter/Modem Change Management
- 11.2 Audit Trail with time stamp for recording all the changes
- 11.3 User right management to control roles & rights
- 11.4 Modem communication status,
- 11.5 Ageing of non communicating modems,
- 11.6 Modem data and meter data availability duly validated,
- 11.7 Central repository for all data with identification of active and inactive meters,
- 11.8 Daily / Monthly Tamper reports including details of total power outage,

12 Documents to be submitted

- 12.1 Proposed Solution document
- 12.2 Detailed specifications and technical particulars for all the hardware and software.
- 12.3 Drawings / documents /manuals of modems
- 12.4 Work instructions for installation of modems at site.
- 12.5 Work instructions for troubleshooting and diagnosis of system
- 12.6 Project plan and progress reporting format.
- 12.7 All necessary type test reports, certificates, procedures, plan where ever applicable.
- 12.8 Server specification and licenses for deployment of HES for 50k & 1 lac end points.

13 Training

- 13.1 Successful Bidder shall provide support and training designated BRPL employees.
- 13.2 Training shall be provided on installation, testing, commissioning, troubleshooting and operations of modems
- 13.3 Training shall also be provided on the working, operations and troubleshooting for HES

14 Annual Maintenance Contract (AMC) Scope Document

- 14.1 The Bidder shall act as the Single Point of Contact for all the issues relating to the Service Levels. Successful bidders maintain a helpdesk during AMC period.
- 14.2 The successful Bidder shall monitor the network on a continuous 24x7 basis to ensure network uptime as mentioned in SLA section of the RFP.
- 14.3 AMC services shall immediately start after the systems are installed, commissioned and handed over to the buyer post Operational acceptance
- 14.4 System Maintenance – Bidder shall be responsible for ensuring all engineering standards and overall system design and its maintenance for the complete AMR solution including Modems.
- 14.5 Preventive Maintenance – Bidder shall perform monthly periodic routine checking as part of a preventive maintenance program which would include checking of functionality of Modems and HES.
- 14.6 Hardware and Software Management – Bidder shall manage both Modem and HES software used to monitor and manage the AMR solution including replacement and configuration of the replaced hardware or software. New features available with the upgrade & release or version of the upgraded software. Database sizing & hardware up gradation to meet endpoints growth.
- 14.7 Meter Data Availability – Bidder shall be responsible to get meter data from meter to HES. In case of unavailability of meter data due to any issue, Bidder shall collect meter data manually at predefined time intervals and upload into the system.
- 14.8 Communications Diagnosis and Resolution – Bidder shall ensure communication for devices including modems and HES, which collect data from a number of meters before sending the information upstream to a meter data collection point.
- 14.9 System Development and Integration – Bidder shall be responsible for integrating new meters, devices, applications and other system level development and escalations from time to time within agreed time.

- 14.10 Coordination – Bidder shall be responsible for coordination, issue resolution, and escalation with meter supplier, BRPL representatives and other stakeholders as defined by BRPL.
- 14.11 Performance and Service Level Agreement – Bidder shall be responsible for the entire performance and service levels agreed with BRPL.
- 14.12 Reports – Bidder shall provide BRPL with weekly, monthly and ad hoc reports detailing faulty devices, both outstanding and resolved issues and time taken for resolution etc.
- 14.13 Security – Bidder shall be responsible for the security and privacy of any BRPL data being transferred across the system.
- 14.14 Record Keeping – The Bidder shall prepare and maintain, all maintenance records, minutes of meeting, equipment breakdown reports, daily/weekly/monthly fault logs, defects list, preventive Maintenance reports, tools serviceability status report, monthly maintenance report.
- 14.15 It shall be the responsibility of the successful bidder to maintain the network uptime and provide the data availability as mentioned in SLA section of the RFP. The Bidder should take appropriate action on network failure and ensure to resolve the issue by taking necessary action within specified duration. In the event of network failure due to the service provider / partner, the Bidder shall immediately take up with network service provider and shall also notify the buyer for communication failures. Bidder should publish weekly report on network status containing downtime & network analysis to BRPL.
- 14.16 Successful bidder shall appoint project manager immediately after completion of UAT who will be a single-point of contact for all activities. Bidder shall deploy sufficient manpower with required skill set to carry out the AMC. The successful bidder shall ensure replacement in not more than 7 days of the staff whose performance is not found satisfactory by the buyer

The bidder shall record and report all the issues to the buyer along with the resolution.

Note: Any post warranty hardware or software maintenance activity which involves replacement or new development shall be mutually agreed on timeline and cost. Bidder shall take prior written consent from BRPL providing detailed explanation and cost implication.

15 Service Level Agreement (SLA)

- 15.1 SLA shall be valid for a period for the contract period.
- 15.2 The successful bidder shall provide daily, weekly and monthly reports during the AMC period. The buyer shall submit the report details for approval of the buyer.
- 15.3 SLA parameter is End to End communication & data availability for available meters > 95%
- 15.4 Penalty shall be levied based on uptime, calculated monthly as below.

1. For Daily Instant Data (15 Mins interval):

Calculated on the basis of Monthly Average of Daily data Available

Greater than 95%	Nil
Greater than 90% but less than or equal to 95%	1% of monthly FMS charges
Greater than 85% but less than or equal to 90%	2% of monthly FMS charges
Below 85%	10% of monthly FMS charges

2. For Complete Meter Data (1st, 8th, 15th, 22nd & 28th of every month):

Greater than 95%	Nil
Greater than 90% but less than or equal to 95%	1% of monthly FMS charges
Greater than 85% but less than or equal to 90%	2% of monthly FMS charges
Below 85%	10% of monthly FMS charges

FMS Charges=Facility Management Services (Services to Manage implemented system including hardware, software, etc. in order to meet desired service level agreement)

3. Exclusion from Penalty:

- In-case modem is found faulty & not repairable/fixd at site, penalty shall not be levied to a maximum of 7 days. Thereafter, penalty shall be levied as per aforementioned criteria.
- Bidder shall have maximum of 7 days to repair or replace modem with its site re-installation.

16 Bill of Quantity (BOQ)

Serial no.	Details	Qty (Nos.) A	Per unit Cost (Rs.) B	Total Cost (Rs.) (AxB)				
				Year 1	Year 2	Year 3	Year 4	Year 5
1.	Modem (NBloT) with accessories							
2.	Cable accessories for modem to meter communication							
3.	Field Installation of Modems							
4.	Head-end System (HES) License for 20k end points with database license							
5.	Annual AMC (including software and hardware) costs							

Note - AMC will be reviewed annually, payment shall be done on pro rata basis after due sign off.

17 Schedule of deviation from technical specifications

Serial no.	Ref. to Section No. of Specifications	Deviations	Justification/Reasons
1.			
2.			

--End of Doc--