

Tender Notification for

**SUPPLY & INSTALLATION OF SMART
METERS (SINGLE PHASE, THREE PHASE WC,
LT-CT, HT, AND DT) IN BRPL, NEW DELHI**

NIT NO CMC/BR/18-19/FK/PG/674

Due Date for Submission: 02.07.2018, 1600Hrs

BSES RAJDHANI POWER LTD (BRPL)

Corporate Identification Number: **U74899DL2001PLC111527**

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Information to Bidder (ITB)

1. 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 & INSTALLATION OF SMART METERS (SINGLE PHASE, THREE PHASE WC, LT-CT, HT, AND DT) IN BRPL, NEW DELHI	107 Crore	As per BOQ Attached	Delhi, Sites

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

All envelopes shall be duly super scribed “SUPPLY & INSTALLATION OF SMART METERS (SINGLE PHASE, THREE PHASE WC, LT-CT, HT, AND DT) IN BRPL, NEW DELHI (INDIA), **BRPL - NIT NO CMC/BR/18-19/FK/PG/674**”

- 1.1. 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.

- 1.2. Bids will be received up to 02.07.2018, 1600 HRS at the address given at 3.01 below. Part A of the Bid shall be opened on 02.07.2018, 1630 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.

- 1.3. 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 1,07,00,000/-** 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. Qualification Criteria

Bids are invited from a smart meter OEM who meet(s) the following requirements:-

SN	Financial	Proof required
1.	Bidder's average annual turnover from Energy Meters should not be less than Rs 200 Crores for last three (3) financial years	Bidders shall submit the certified annual Balance sheets for the last completed three (3) financial years (only of Energy Meters).
2.	Net worth in last two (2) financial years should be positive for metering items.	Bidders shall submit certified annual Balance sheets for the last completed two (2) financial years (duly audited by registered CA firm) only of metering item. Credit rating/solvency certificate from competent authority.
	Technical	Proof required
3	Bidder shall be the OEM of the equipment offered, having manufacturing base in India for Smart Meters, having an in-house testing lab for acceptance tests as per latest IS standards.	Bidder shall furnish the details of equipments for manufacturing and testing.
4	Bidder should not have been debarred/blacklisted in any utility in India or abroad due to non performance.	Bidder should submit a Self undertaking signed by its Authorized Signatories that the Bidder or any of their sub contractor has not been blacklisted/barred by any Govt. Organization or Regulatory Agencies in India or abroad.

5	Bidder must possess valid BIS license, ISO9001, ISO14001, ISO27001, CMMi Level-3 certificates.	Copies of valid BIS certificate and ISO9001, ISO14001, ISO-27001, CMMi Level-3 certificates.
6	Bidder should have prior experience of integration with Communication Canopy vendor.	Bidder shall submit copies of MoUs as proof <i>* This condition of integration is only for the purpose of Technical evaluation. However, Smart meter vendor shall be bound to integrate with the any of the Canopy vendor selected by BRPL.</i>
7	Bidder should have supplied 5,00,000 Nos. of 1-phase/ 3-phase static energy meters in last three (3) years (cumulatively) OR 1,00,000 Nos. of 1-phase/ 3-phase “Smart Meters” in last three (3) years (cumulatively) to any private or public Electricity Distribution Utility / Undertaking in India and/ or Abroad.	This should be supported by the copies of purchase orders & performance reports.
8	The meters supplied by the bidder should be in successful operation for at least two (2) years.	Bidder shall submit copies of performance reports from the clients on their letterhead duly signed by competent authorities

Note: *Any bidder in India or abroad not fulfilling the PQR condition for Financial turnover(Sr. No. 1&2) & past supply experience (Sr. Nos. 7&8) may apply under this tender for the purpose of trial order as per “BRPL Policy for Trial Order” subject to meeting all technical specification and requirements. Any such bid submitted shall be considered for trial order strictly as per the BRPL procurement policy / DERC guidelines and shall not entitle bidder to qualify/claim for order of tender quantity.*

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

3. 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.

3.1. Bid Submission

The bidders are required to submit the bids in Two (2) 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)

- i. EMD in prescribed format
- ii. Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- iii. Documentary evidence in support of qualifying criteria
- iv. Technical Details / Filled in GTP/Type test report etc
- v. Qualified Manpower available & Organization Chart
- vi. Testing Facilities
- vii. Copies of Orders, Execution /Performance Certificate & Other supporting Documents to support the QC as per clause 2.0
- viii. Original Tender documents duly stamped & signed on each page as token of acceptance
- ix. Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc

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

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

3.2. 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	01.06.2018, 1700Hrs
2	Last date of Queries, if any	25.06.2018, 1700 Hrs

S. No.	Steps	Date
3	Last date of receipt of bid documents	02.07.2018,1600Hrs
4	Date & time of opening of tender – Part A	02.07.2018,1630Hrs

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.

Guideline for the Reverse Auction is **APPENDIX III**

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

4. Award Decision

- 4.1. Purchaser intends to award the business on a lowest bid basis, so bidders 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.
- 4.2. 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.
- 4.3. 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.

5. Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. 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. Supplier Confidentiality

- 6.1. 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.
- 6.2. All RFQ documents remain the property of BRPL and all suppliers are required to return these documents to BRPL upon request.
- 6.3. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

7. Contact Information

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

	Technical	Commercial
Contact Person	Mr. Sheshadri Krishnapura (Head- CES)	Ms. Fauzia Khalid (Head – Material Procurement)
Address	BSES Rajdhani Power Ltd , 5 th Floor, 20, Nehru Place, New Delhi 110019	BSES Rajdhani Power Ltd , 1 st Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019
Email	Sheshadri.krishnapura@relianceada.com	Fauzia.khalid@relianceada.com

8. Bid Form

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. EMD

The bidder shall furnish, as part of its bid, an EMD amounting 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:

- i. Banker's Cheque / Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- ii. Bank Guarantee valid for One hundred Eighty (180) 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:

- i. The Bidder withdraws its bid during the period of specified bid validity

OR

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

10. Bid Prices

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.**
- 10.4. 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. Bid Currency

Prices shall be quoted in Indian Rupees Only.

12. Period of Validity of Bid

- 12.1 Bids shall remain valid for 180 days from the due date of submission of the Bid & subsequent corrigendum/amendment/extension of due date of submission.
- 12.2 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. Alternative Bid

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. Format and Signing of Bid

- 14.1 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.
- 14.2 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-Authority accompanying the Bid.**
- 14.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

15. Sealing and Marking of Bid

- 15.1 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.
- 15.2 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“.

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

16. Deadline for Submission of Bid

- 16.1 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.
- 16.2 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 thereafter be subject to the deadline as extended.

17. One Bid Per Bidder

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

18. Late Bid

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. Modification and Withdrawal of Bid

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

20. Purchaser's Right to Accept and Reject Any or All Bids

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

21. Award of Contract

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

22. 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. 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 for an amount of 5% (Five percent) of the Contract Price in accordance with the format provided. The Performance Bond shall be valid for a period of Eighty Four months (84) from the date of the commissioning or Ninety months (90) from the last date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

24. Specifications and Standards

As per Volume – 1: Technical

25. Completion Period

Bidder shall ensure completion of work within 24 months of the award of the contract/LOI. Delivery of meters shall commence within 3 months from date of award of contract / LOI. Initially approx. 50,000 smart meters shall be procured for deployment. The performance of the system shall be evaluated and after successful sign-off future quantities shall be intimated as per rollout plan for delivery in lots.

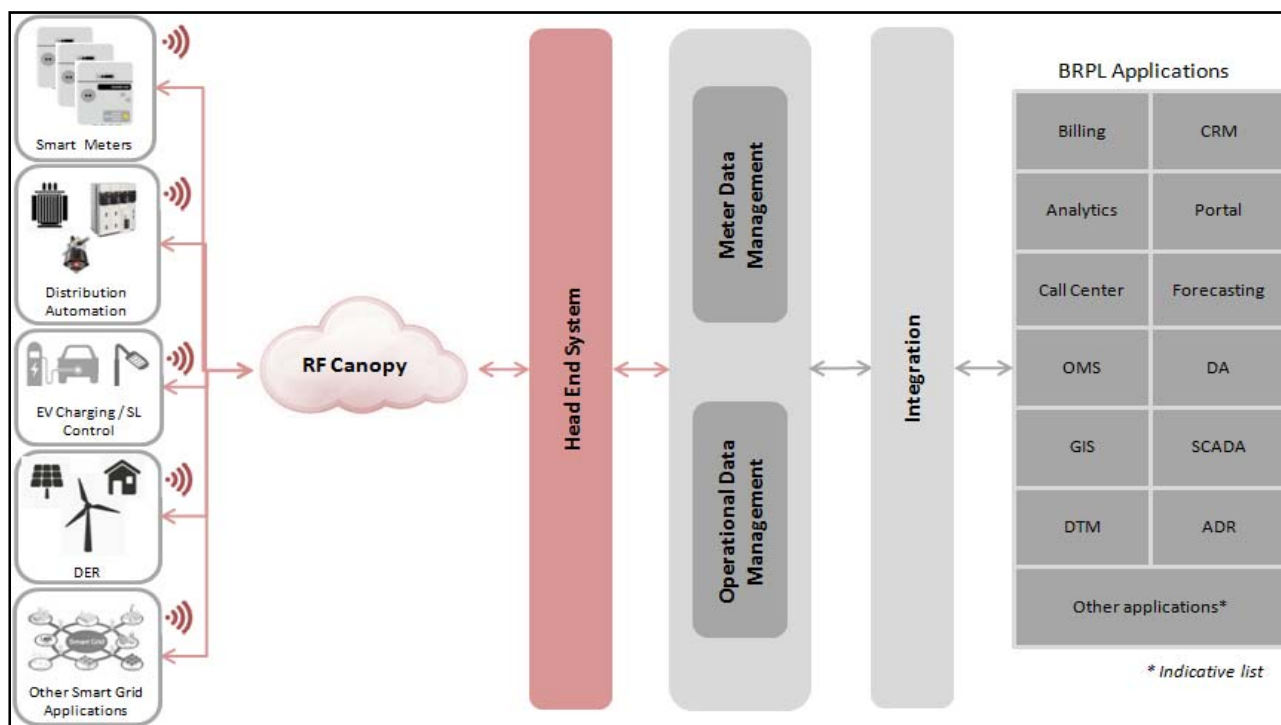
Volume – I: Technical

1. Introduction

BSES RAJDHANI POWER LTD. (BRPL) is a joint venture company between Reliance Infrastructure Ltd. and Delhi Government. BRPL distributes electricity in the south and west region of Delhi covering more than 2.5 million customers spread over an area of 750 square kilometer with an annual addition of about 4 to 6 percent consumers. BRPL distribution network comprises of 97 no. 66 KV /33 KV /11 KV grid sub stations, 9000 distribution transformers and about 2 lacs electricity poles, which are ever growing to meet the ever expanding consumer base.

In line with the National Tariff Policy 2016 and regulatory directive, conventional electronic meters are expected to be replaced with Smart Meters in a phased manner. Key benefits envisaged from the implementation of smart meters include improvement in operational efficiency, reduction in operating cost, revenue protection etc. Discom intends to implement a Smart Grid, starting with implementation of smart meters and communication canopy to create an Advanced Metering Infrastructure (AMI).

The envisaged high level architecture diagram is given below:



BRPL plans towards implementation of smart metering in a phased manner. Discom has prepared a roadmap for implementation of smart meters as per govt. and regulatory directives. The performance of the AMI system including seamless integration with the existing system and Distributed Automation capability will be the deciding factor for mass scale implementation.

BRPL Smart Metering Plan

BRPL intends to implement smart metering programme in phases as per regulatory approval. Phase-1 of the programme which accounts for about 3,00,000 endpoints has been approved by DERC. Phase-1 includes consumers having average monthly consumption of more than 500 units. Phase-2 consists of around 10,00,000 endpoints for which approval is in process. This includes consumers with average monthly consumption between 200 – 500 units.

The indicative year-wise implementation plan subject to BRPL requirements and DERC approval is given below.

Year	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24
DERC Mandate	Phase – 1 (Avg consumption > 500 units pm)			Phase – 2 (Avg consumption 200 - 500 units pm)		
Target Coverage	Stage-1 - Subdivision (1/2) - All DTs - Key customers	Stage-2 - All Key customers - High value 3Ph, - High value 1Ph customers		- All 3Ph customers - High value 1Ph customers - New connections		
Smart Meters	50,000	1,00,000	1,50,000	3,00,000	3,50,000	3,50,000

Phase – 1: For ease of implementation Phase-1 has been divided into two stages.

Stage-1: During this stage BRPL is planning to deploy smart meters in one or two chosen sub-division (having total area of around 10 sq km and approx. 35,000 end points) on RF mesh for all types of consumer smart meters, DER integration, EV charging points, streetlight points etc. In addition to this BRPL intends to cover all DTs and DA points spread across the distribution area on dual technology i.e. RF and Cellular NIC. The exact quantities of the smart meters will be decided during the execution.

All relevant use cases pertaining to utility applications will be implemented and analysed during this stage. After completion of Stage-1 deployment, detailed performance assessment of AMI system will be carried out to finalize the strategy for rollout of subsequent Stages.

Stage-2: All consumers having average consumption of more than 500 units per month will be covered under this stage. These consumers are spread over the BRPL license area of 750 sq km. Implementation of this phase will commence after detailed performance assessment and successful

sign off of Stage-1. This stage would include remaining key consumers and high value three and single phase consumers.

Phase – 2: This phase shall comprise of consumers having average consumption between 200 - 500 units per month subject to regulatory and other approvals. These consumers are spread over the BRPL license area of 750 sq km. Phase – 2 plan has been included for reference purpose only.

2. Scope of Work

BRPL invites bidders to participate in the following bid. Bidders who meet the qualification criteria (mentioned in section ahead) are encouraged to participate. Price bid of only technically qualified bidders shall be opened. The scope of work includes:

Supply of Smart Meters

- i. Design, manufacture and supply of Single and Three Phase Whole Current Smart Meters with meter box enclosure.
- ii. Design, manufacture and Supply of LT- CT, HT and DT Smart Meters.
- iii. Integration of communication module (NIC) with smart meters, share protocols and all necessary technical information with the communication canopy vendor, as finalized by BRPL.

Installation of Smart Meters

- iv. Installation of smart meter at consumer premises as per approved SOP and to setup a call center in the event of work order.
- v. Bidder shall submit standard operating procedure of installation of smart meters and execution plan, quality plan and manpower plan that will be approved by BRPL.
- vi. Bidder shall be responsible for troubleshooting of smart meters.

Training

- vii. Successful vendor should provide support and training to BRPL officials on:
 - a. Installation of smart meters
 - b. Testing and commissioning of smart meters
 - c. Maintenance and operations of these meters
 - d. Troubleshooting of smart meters

3. Broad Scope of Smart Meter Installation

Bidder shall perform fully and properly all functions required for installation of Smart Meter and associated accessories, where ever required, as the Company may direct at the premises of the Company consumers. Detailed scope of work includes:

- **Installation of Single Phase/ Three Phase Whole Current/ LT CT /DT Smart Meter with prefitted Box/Metering cubicle /DT box etc.**
 - a. Installation/Replacement along with energizing of Smart Meters and associated accessories with communication. If existing meter is found installed inside consumer premises, it has to be brought outside during replacement (replacement charges shall be inclusive of this work).
 - b. Transportation of meter with box/LT CT Box and accessories etc. from assigned BRPL store/ office.
 - c. De-sealing and removal of existing meter installed at site and pack it to gunny bag.
 - d. Fixing of meter pre-fitted in box on wall/ base plate/ pole.
 - e. Installation/replacement of bus-bar / Pole DB.
 - f. Installation /Replacement of Overhead / Underground Line service Cable & Fixtures.
 - g. Preparation of incoming and outgoing cables for terminations using proper stripping tool and crimping of lugs using crimping tools if required.
 - h. Termination of Incoming and Outgoing cables with proper force/ torque as per meter installation instruction provided by meter manufacturer/ BRPL.
 - i. Fixing of cable glands.
 - j. Earthing of meter at 02 no's points.
 - k. Sealing of terminal cover and meter box / Busbar /Metering Cubicle
 - l. Testing of communication of meter with data center and coordination with communication network (RF and Cellular) provider of BRPL.
 - m. Filling-up of MCR, Lab Report, Quality Report and Notices (Online or Off-line or both) duly signed by consumer or his representative and Bidder's employ with stamp.
 - n. Return of removed meter to assigned BRPL stores/ offices along with any other scrap material if any
 - o. Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge to complete the job.
 - p. Bidder shall provide three Photographs after meter installation, 1st Photograph should clearly depict meter no., 2nd Photograph showing Meter with its incoming and

outgoing cables and 3rd Photograph showing connections through Bus bar (in loop connection cases) or installation of cable fixtures (in Cable cases). Bidder shall provide three Photographs after meter replacement, 1st Photograph of Old Meter with reading before replacement, 2nd Photograph should clearly depict new meter no. and 3rd showing Meter with its incoming and outgoing cables. Bidder shall provide 4th photograph clearly showing service line connection & earthing at Pole-End. Photographs may be taken through Tab / Mobile application and /or to be provided in Pen drive/ CD. Photograph must be renamed with CA / Service Order in requisite format.

- q. Bidder shall depute trained, qualified and skilled manpower (One Lineman and One Helper per team) & also a safety Officer to execute assigned work of meter installation. Manpower deputed must follow safety procedures and guidelines while performing assigned work at site. Manpower deputed must be proficient to execute work, filling of MCR / Lab format / Quality report / Notices and entry / updating of data through Mobile APP.
- r. Bidder shall provide proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs to be completed under this Contract.
- s. Bidder shall provide all safety appliances, including but not limited to, safety belts, Insulated floor mat, ladders, safety shoes, Safety Gloves, Helmet with visors, Goggles, first aid box with required medicine and rain wears to its personnel.
- t. Packing of Old removed meters in Gunny bags and sealing of meter in gunny bag in the presence of consumer or his representative as per the instructions of Engineer In-charge. It is mandatory for Bidder to take signature of consumer on MCR, Lab Testing Notice and Gunny Bag Seal. If consumer refused to sign then video-graphy shall be taken and required to be submitted at MMG office for uploading Bidder shall provide One-Photograph of Sealed Meter in Gunny Bag from Site clearly depicting Meter Number and Gunny bag Number.
- u. Bidder shall ensure to return Scarp to BRPL store on monthly basis as per the prescribed policy & procedure, which may change from time to time. Procedure for return of scrap shall be as follows:
- v. Bidder shall be responsible for weighing the scrap items / material and report actual weight for creation of accurate Scrap declaration forms (SDFs) that will be sent along with items being returned.
- w. All items being scrapped will be sent in their original shape / form to the scrap store.
- x. Any dismantling / un-mixing will be done at the scrap store by vendor manpower, if required

Note- This is indicative list of activities, bidder shall be bound to perform activities required by BRPL from time to time.

- **Other Terms and Conditions**

- a. Bidder shall be responsible for any loss of or damage to any Goods.
- b. Bidder shall reconcile all material issued from BRPL stores for execution of Jobs under this contract in specified formats by BRPL. Bidder shall maintain record of material issued and consumed and same shall be produced for verification at the discretion of engineer-in-charge.
- c. Bidder shall collect old Meter, Meter box, Base Plates, T-Covers, Brass Screws, Cables, Bus Bars, DBs, removed seals etc. removed from site. These material recovered from site on daily basis should be deposited in the designated BRPL Stores as per time line specified by Engineer In-charge from time to time. The Old Meters (with and without gunny bags) should be accompanied with Meter change Report (MCR), Lab Testing Notice, Measurement Sheet and Meter Return Docket (MRD) duly filled in Soft and Hard copies.
- d. Bidder shall submit Meter Change Report (book wise) along with summary of meter change report, old meter return docket and old material to respective Division office/store on next day.
- e. Bidder shall rectify defects immediately noticed by BRPL representative during installation or verification & inspection and rectify the data if it found incorrect. Bidder shall not be compensated for expenses incurred, if any, for such Rectification /modifications / corrections.
- f. Bidder shall deploy adequate number of teams / staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing services under this contract. Number of teams will depend and vary based on the quantity of work during the contract period. Bidder has to depute additional sufficient manpower for all project related activities. Bidder shall provide teams as per instructions of Engineer In-charge from time to time.
- g. Bidder shall required to provide neatly filled up MCRs & Lab Formats without over writing, cutting & mistakes and also update jobs in mobile based application from site. In case Bidder Lineman is not able to fill the MCRs / operate mobile application, Bidder shall depute a separate Engineer / supervisor with that team for filling up MCRs & Lab Format.
- h. Bidder shall appoint technically qualified engineers, supervisors and Safety Officers to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BRPL, ensure quality of work & quality of reports (MCRs, Quality

Reports & Lab Formats) & report malpractices. Such engineer shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Bidder and progress made by Bidder. Adequate number of supervisors shall be appointed with teams working at site.

- i. Bidder shall submit details of employees engaged in the work. Bidder employees shall not represent them as BRPL employee in any manner.
- j. Uniform to be given by vendors to all the manpower. 3 sets of uniform with one cap and one pull over in winter shall be provided. Vendors shall submit design and logo of the uniforms to BRPL for approval.
- k. Bidder shall submit identity cards of his employees engaged in the work to the Company as per the format provided by the Company. The Identity cards have to be submitted to the company within seven days of placement of order for necessary certification by the company.
- l. Bidder shall ensure integrity of their manpower. Vendor shall provide quarterly training on integrity, behavior & technical aspects to their manpower. Bidder shall also provide Training certificates to their manpower after successful completion of training.
- m. Bidder shall pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.
- n. Bidder shall make all payments and contributions if any which may have to be made in regard to the workmen employed by the Bidder in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BRPL against such payments.
- o. Bidder shall maintain store for storage of materials and share the details of store address to BRPL before start of work. The Bidder shall provide adequate security at store and will be responsible for material issued to him.
- p. Bidder shall manage its store in line with the prescribed guidelines & Bidder has to keep one computer with required number of accessories to keep the record of incoming & outgoing material.
- q. Bidder shall provide proper storage facility for storing material issued from BRPL stores. Material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable. Provide indoor storage facilities to store all items/ material that require indoor storage. Meters should be kept in lockable room.
- r. Bidder shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Bidders personnel shall be trained in administering the first aid.

- s. Bidder shall schedule / Plan in advance regarding his field activities for carrying out each part of the works as instructed by Engineer In-Charge.
- t. Bidder may provide authorization letter to their designated employees for issuing & returning of material.
- u. Bidder shall maintain Quality parameters as decided by engineer in-charge while executing Jobs. Depute his representative for carrying out quality inspection by BRPL representative.
- v. Bidder shall perform various activities under this contract as per BRPL procedures which may be amended time to time as per instruction of Engineer In-charge.
- w. Depute safety officer for implementation of safety guidelines and practices among his manpower while performing work at site. Organize safety talk at regular interval as decided by engineer in-charge and submit record of safety talk on monthly basis. Arrange all safety equipments for his employee.
- x. Bidder shall be held responsible for any liability arises from any accident to his employees while performing work under this contract.
- y. All the jobs under this contract shall be performed within time line specified by DERC / BRPL which may change during the time period of this contract. Jobs performed beyond time line shall attract penalties.
- z. Various penalties for this work contract shall be governed by Penalty clause of this work contract.
- aa. Bidder staff shall not offer any paid service to consumer for consumer wiring or any other work pertains to consumer at site.
- bb. For verification of Bidder manpower and issuing of I- Cards Bidder shall provide the list of engaged manpower with their valid Aadhar Card/PAN Card copy to BRPL.
- cc. Bidder shall open and maintain a site office in the area.
- dd. Meter shall be installed at Out-side / common entrance of the consumer premises. Meter installed at inaccessible location which may lead to theft of energy shall attract penalty.
- ee. Bidder shall deposit damaged seals (if any) to Engineer In charge for seal reconciliation and provide reason for damage of the seals to process deactivation in SAP.
- ff. Its Bidder's responsibility to prohibit / restrict its employees from involving in misconduct / malpractices at site. Bidder shall conduct preliminary enquiry /investigation against complaints received and share report with Engineer In-charge.

- **COMPANY's SCOPE OF WORK:**

- a. Materials such as Cables, MCR Book, Lab Formats and related accessories required for performing work at site shall be in the scope of BRPL. Material shall be issued against MRS (Material Requisition Slip) to Bidder's authorized representative form designated BRPL stores on free of cost basis.
- b. Company shall provide in advance the list of consumers where work to be performed under this contract. Work allocation to the Bidder shall be communicated by Engineer In-charge.
- c. The Bidder can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.
- d. Company Representative may accompany the Bidders personnel during installation.

4. Undertakings

Following undertakings shall be submitted with the bid:

- i. Bidder shall give an undertaking by competent authority to agree to integrate or manufacture NIC of the vendor finalized by BRPL. Format for MoU attached as **Annexure II**.
- ii. The bidder shall provide an undertaking of compliance for quality standards of the offered products (Annexure-5).
- iii. Bidder shall give an undertaking to give right to BRPL or its representative for Security Audit / Assessment of their processes or application in order to prevent any possible cyber attack.
- iv. Bidder shall give an undertaking to set up a local office in New Delhi, India within 60 days of signing the contract with all government approvals, manpower etc.
- v. Bidder shall provide copy of **valid Electrical License** for work execution.

5. Deviations

- i. List of any technical deviations in the specifications should be clearly mentioned clause wise with alternatives if any without affecting the functionality. BRPL reserves the right to accept or reject such alternatives.
- ii. List of commercial deviations relative to BRPL General Conditions of Contract and any Special Conditions.

6. Documents and Drawings

Following drawings but not limited to shall be submitted with the bid:

- i. Completely filled-in Technical Parameters and deviations.

- ii. General arrangement drawing of the meter
- iii. Rating plate
- iv. Terminal Block dimensional drawing
- v. Mounting arrangement drawings
- vi. Meter box drawing and dimensions
- vii. Component list
- viii. Display parameter
- ix. Type Test Certificates as per IS 16444 from NABL approved laboratories.
- x. Tamper details
- xi. Sealing and locking arrangements
- xii. Product manual and operation manual
- xiii. SOP/DWI for operation
- xiv. Installation guide for the smart meters and accessories
- xv. Test plans, system integration test plan

7. Evaluation Criteria

The bids will be evaluated technically by evaluation committee on the compliance to tender terms and conditions. The bids will be evaluated commercially on overall lowest cost as calculated against Bill of quantity. Bidder has to mandatorily quote against each item of Bill of quantity and failing to do so BRPL may reject the bids.

8. Sample

Bidders should submit smart meter samples (one sample of each type) already integrated with any make of NIC supporting RF mesh technology for general functional testing.

Bidder shall submit prototype samples as per required meter specifications duly integrated with the NIC card of finalized communication canopy vendor. The sample shall be submitted within two months from the finalization of canopy vendor. Based on the functional testing, bidders shall be evaluated for award of the contract by BRPL.

Bidder shall submit commencement sample after award of contract /LOI for mass production.

9. Functional and Acceptance Testing

The bidder must employ documented Quality Assurance (QA) techniques and practices throughout this project.

The Functional and Performance Tests shall completely verify all features and performance of the hardware and software as specified in the Specifications. The following shall be included in the Functional and Performance Tests:

- i. Execution of test cases with normal and exceptional fields
- ii. Verification of communications between all models at desired levels of the System

- iii. Verification of data exchange with BRPL systems.
- iv. Testing of security and authorization processes.
- v. Testing of all user interface functions, display, tools, report generations.
- vi. Verification for performance requirements.
- vii. Testing of IPv6 compliance

The bidder should prepare implementation methodology for:

- 1. Factory Acceptance Test (FAT)** - The bidder shall be responsible to establish the proper environment for the test. All testing will be done at the bidder's location or manufacturing facility of the bidder. FAT shall include in the test setup all the components of the System, quantity of meters shall be agreed between bidder and BRPL.
- 2. Site Acceptance Test (SAT)** - The SAT shall take place after installation at field and final configuration to verify no damage has occurred during shipment and installation and there is no loss of functionality. The responsibility for conducting the Site Acceptance Test shall rest with the bidder.
- 3. User Acceptance Test (UAT)** - The UAT shall take place after SAT and shall verify that the entire solution is working satisfactorily. The UAT will be conducted by BRPL in presence of the bidder's representatives.

Bidder is wholly responsible for the provision of all Deliverables and their performances and reliability.

10. Service Level Agreement

- i. Bidder shall comply following meter Service Level Agreement, SLA:

SL	Defined Parameters	Service Level Requirement	Validation Procedure	Penalty
1	Delivery of Meter : Bidder(s) must ensure that meter orders placed pursuant to the tender are delivered as per agreed date of delivery set out in the order	100%	Agreed date of delivery	Sum of 0.5% (half percent) of the basic (ex-works) price for every week of delay or part thereof for individual mile stone deliveries subject to a maximum of ten percent (10%) of the total contract value.

2	Replacement of faulty Meters : faulty meter to be replaced with the New Meter (under warranty only) by the bidder(s) within defined Duration	100% replacement within 90 Days	Intimation to Meter manufacturer	Delay beyond 90 days than penalty @ 2% of meter price every Week
3	Firmware support: Meter manufacturer shall provide respective firmware in case of a malfunctioning or a feature request at no extra cost to BRPL	100% within 30 days	Date of written request	Delay beyond 30 days than penalty @ 5% of meter price every Week

ii. Penalty

Bidder shall comply with all Safety, Quality and Installation procedures as per approved SOP and standard BRPL practices. In case of any violation on the same, penalty shall be levied as per following table:

Note: BRPL reserve the right to terminate the services of bidder if bidder violates the safety/quality norms as prescribed by BRPL.

Serial no.	Category	Incidents	Penalty
1	Violations of Safety Norms	<ul style="list-style-type: none"> Non compliance of safety practices while performing jobs at site like Inadequate / improper tools, tackles & safety gears etc 	Rs: 1000/- Per Occurrence
2	Violations of Quality Norms	<ul style="list-style-type: none"> Meter installed at inaccessible location Improper Sealing Of Meter Terminal / Meter Box / Meter Bus bar Improper Gland fixing, Flower making or yellow cable insertion in gland etc. at Meter side: Improper cable connection at meter terminals and Pole-End Improper Earthing connection at Meter-end and pole-end Improper cable dressing / Saddling /Thimbling Sagging of service cable and no-installation of 	Rs: 1000/- Per case

		<p>cable fixture at both end</p> <ul style="list-style-type: none"> • MCR submitted with Wrong Meter Number (Old/New)/Wrong CA Number / Wrong Meter Reading (Old meter)/incorrect NIC no. or submitted with incomplete information or cutting and over-writing • Lab Notice submitted with wrong meter Number / Gunny bag Number & without consumer's signature • MCR submitted without signature of consumer and Bidder's employee and stamp • Wrong information updated through mobile based application from site. • If Lab testing notice found missing in Gunny Bag • Without approved uniform • Untrained manpower 	
3	Loss / Damage of Material	<ul style="list-style-type: none"> • Loss/Damage of Meters or other Material • Loss / Damage of Seals <p>Note:</p> <ul style="list-style-type: none"> • FIR shall be Lodged & hard copy will be submitted to BRPL as mentioned in Section; <ul style="list-style-type: none"> ○ For Theft: under Section 154 Cr.P.C.(IPC Section-379) ○ For Lost: under Section 155 Cr.P.C. ○ No online FIR complaint shall be accepted. • Termination of the contract if suitable justification is not received from Bidder. 	<ul style="list-style-type: none"> • Twice the cost of material • Rs.1000/-per seal
4	Incorrect Installation	<ul style="list-style-type: none"> • Any wrong installation / connections leading to Meter getting burnt / faulty- Per case charges will be levied • If it is observed that meter gets burnt / faulty within 3 months of installation due to improper installation of meter. 	<ul style="list-style-type: none"> • 1Ph WC Meter Rs.4000 • 3 Ph WC meter Rs.6000 • LT-CT /HT and DT meter- Rs. 10,000

5	Reconciliation	<ul style="list-style-type: none"> • Non submission of desired number of photographs • Late submission of old removed meters to BRPL store beyond 3 days • Cable length deviation found more than $\pm 5\%$ • Reconciliation beyond one month for both New and Old meters/NIC module/Seal 	<ul style="list-style-type: none"> • Rs. 1000 per case
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Note- BRPL shall not tolerate any misconduct by any employee (permanent/contractual) of the bidder during execution of the contract. Bidder shall immediately take suitable action against concerned staff & submit detailed investigation report to BRPL. If vendor fails to take action against defaulter, BRPL reserves the right to terminate the contract with the bidder.

11. Meter Operations Center for Local Support

Bidder shall establish a local meter operations center with sufficient qualified manpower approved by BRPL to adequately support BRPL to perform the following functions:

- Support meter diagnostics functionality, meter configuration update, meter firmware update, connect/disconnect functionality etc.
- Support Tampering detection, log events for auditing and reporting purposes
- Firmware upgrades to be provided by Meter vendors periodically to resolve bugs, enhance features and new requirements as agreed with BRPL during the contractual period.

12. Guarantee

The bidder to guarantee the Smart Meter with Box 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 84 months from the date of commissioning or 90 months from the last date of delivery whichever is earlier. If during the Guarantee period any materials / items are found to be defective, these shall be replaced and installed with New Smart Meter with Box free of cost by the bidder at his own cost within 90 days from the date of receipt of intimation.

The analysis of defective meter within Guarantee period shall be provided by meter OEM's to BRPL. OEM shall ensure to establish a system where he will visit BRPL premises, in every 15 days or on accumulation of 250 defective Smart meter (whichever comes first) and provide the detailed analysis report of faulty meters.

13. Change Management

Bidder shall be responsible to deliver the proposed products as agreed. Any change in technology processes – including its replacement, modification of the meter or accessories after BRPL has approved the meter and/or accessories shall be done only after written agreement with BRPL.

For obtaining this agreement the bidder shall present the company with the engineering drawings describing modifications, samples and proof that proposed change does not decrease the quality or performance of the meter. BRPL reserves the right to reject modifications and shall be binding on the bidder without any liability to BRPL.

Bidder shall be responsible to inform the buyer in writing about the serial number of the first modified meter and the shipment identification detail.

14. Smart Meter Specification

The smart meter specifications are given in **ANNEXURE-1**.

Volume – II: Commercial

Section – I: General Terms and Conditions

1. General

- 1.1. All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2. Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.3. The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4. The 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.
- 1.5. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the 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. Definition of Terms

- 2.1 "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.2 "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.3 "Supply" shall mean the Scope of Contract as described.
- 2.4 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Scope of Work, Commercial Terms & Condition, and Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.5 "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.

- 2.6 “Month” shall mean the calendar month and “Day” shall mean the calendar day.
- 2.7 “Codes and Standards” shall mean all the applicable codes and standards as indicated in the Specification.
- 2.8 “Offer Sheet” shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.9 “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:
 - i. The written acceptance of material by the inspector at suppliers works to ship the materials.
 - ii. Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - iii. 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. Contract Documents & Priority

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

4. Scope of Work

All the activities that are to be undertaken by the bidder to realize the contractual deliverables in completeness form Scope of Work. (Refer Volume – I, Technical for detailed Scope of Work, Technical Specifications, SLA and BOQ etc.)

The bidder shall satisfy himself and undertake fully the technical/commercial requirements of items to be supplied as listed in the Schedule of Quantities/BOM together with the tests to be performed /test reports to be furnished before dispatch, arrangement of stage and final inspections during

manufacturing as per terms and conditions of contract, technical parameters & delivery terms and conditions to be met in order to fully meet BRPL requirements.

Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned or completeness of the works at the highest possible level, including any royalties, licence fees & compensation to be paid, whether incurred by the bidders or by a third party for the work covered in the scope, regardless of when incurred, shall be supplied/provided by the bidder without any extra cost and within the time schedule for efficient, smooth and satisfactory operation and maintenance of the works at the highest possible level under Indian conditions (but according to international standards for facility of this type), unless expressly excluded from the scope of supplies and services in this Contract.

BRPL have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by submitting a request in writing to the Bidder. The Bidder shall, within fifteen days of receipt of such request from the BRPL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, BRPL requests a change, the Contract price and time shall be adjusted upwards or downwards, as the case may be and shall be mutually agreed to. The Bidder shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Bidder shall not proceed with the changes as requested till adjustment of contract price and time schedule where so applicable in terms of or otherwise directed by the BRPL.

5. Quality Assurance and Inspection

- 5.1 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.
- 5.2 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.

- 5.3 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.
- 5.4 On completion of manufacturing the items can only be dispatched after receipt of dispatch instructions issued by the Purchaser.
- 5.5 All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BRPL/BRPL authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices
- 5.6 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. Packing, Packing List & Marking

- 6.1 **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.
- 6.2 **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. Safety Code

- 7.1 The Bidder 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 Bidder shall not deploy any worker below the age of 18 years.
- 7.2 The Bidder 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

Bidder that all safety requirements are followed by the employees and staff of the sub-contractor.

- 7.3 The Bidder 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 Bidder 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.
- 7.4 The Bidder shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 7.5 In case of any accident, the Bidder shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the Bidder shall submit a monthly statement of the accidents to the owner at the end of each month.

8. Statutory Obligations

The Bidder 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, 1948, 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:

- i. An Electrical license issued by Govt. of Delhi.
- ii. PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- iii. All employees to have a temporary or permanent ESI Card as per ESI Act.
- iv. ESI Registration No.
- v. PAN No.
- vi. Work Contract Tax Registration Number/ GSTN Registration.
- vii. Labour License under Contract Labour Act (R & A) Act 1970

Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License before start of the work by the Bidder.

The Bidder must follow:

- i. Third party Insurance Policy before start of work.
- ii. To follow Minimum Wages Act prevailing in the state.
- iii. Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.

- iv. To maintain Wage- cum - Attendance Register.
- v. To maintain First Aid Box at Site.
- vi. 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.
- vii. Workman Compensation Policy. {If applicable}
- viii. Labour license before start of work. {If applicable}

9. Human Resources Issues

- 9.1 The BIDDER would execute these works through their own resources.
- 9.2 The BIDDER shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of contract. Also, the BIDDER shall be sole responsible for making payment for Out-patient department, Hospitalization, Compensation thereof in case of any accident, injury or death.
- 9.3 The BIDDER shall issue Identity Cards to their employees deployed for execution of the assigned works in the Division with the consent of Division In charge.
- 9.4 The BIDDER to deploy their manpower immediately for carrying out the work as specified .
- 9.5 The BIDDER should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the BIDDER's employees shall insist upon the COMPANY for employment, wages, and allowances or any other related matter, payment etc.
- 9.6 The BIDDER shall not deploy the manpower below the age of 18 years.
- 9.7 The BIDDER shall not deploy the female manpower between 7 PM to 6 AM.
- 9.8 The BIDDER shall be directly responsible for any / all disputes arising between him and his persons and keep the COMPANY indemnified against all losses, damages and claims arising thereof. The BIDDER shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- 9.9 All safety wears required for the BIDDER's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc. must be provided by the BIDDER at his own cost and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work.
- 9.10 The BIDDER shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The COMPANY shall be at liberty to object to the presence of any representative or employees of the BIDDER at the site, if in the opinion of the COMPANY such manpower has done any act of misconduct or negligence or otherwise undesirable, then the BIDDER shall remove such a person objected to and provide a competent replacement immediately.
- 9.11 The BIDDER shall ensure that he has complied with the following:

- 9.12 has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
- 9.13 Bidder shall disburse the salary of his staff through ECS only.
- 9.14 Deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.
- 9.15 The COMPANY reserves the right to demand the BIDDER's services on holidays as well as beyond the normal working hours.
- 9.16 The BIDDER will ensure that none of their person is engaged in any unlawful activities subversive of the COMPANY's interest failing which suitable action may be taken against the BIDDER as per the terms and conditions of this tender.
- 9.17 The BIDDER shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- 9.18 The BIDDER's employees shall not be treated as COMPANY's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the COMPANY's employees shall not be applicable to BIDDER's employees. If due to any reasons whatsoever the COMPANY is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the BIDDER or from any of the bills payable to him or failing which it shall be recovered as per law.
- 9.19 The BIDDER shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the BIDDER is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
- The Child Labour (Prohibition and Regulation) Act, 1986.
 - The Contract Labour (Regulation and Abolition) Act, 1970.
 - The Employee's Pension Scheme, 1995.
 - The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - The Employees State Insurance Act, 1948.
 - The Industrial Disputes Act, 1947.
 - The Maternity Benefit Act 1961.
 - The Minimum Wages Act, 1948.
 - The Payment of Bonus Act, 1965.
 - The Payment of Gratuity Act, 1972.
 - The payment of Wages Act, 1936.
 - The Delhi Shops & Establishment Act, 1954.
 - The Workmen's Compensation Act. 1923.
 - The Employer's Liability Act, 1938.

10. Workman Compensation

- 10.1 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 Bidder 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 Bidder, the Bidder shall certify for the same.
- 10.2 Before commencing the execution of the work the BIDDER 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 premium amount for such policy shall be in Bidder scope. The policy document shall be submitted before commencement of the work by the Bidder.
- 10.3 The Bidder 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 Bidder/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.
- 10.4 The company shall be entitled to deduct from any money due to or to become due to the Bidder, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Bidder shall abide by the decision of the Company as to the sum payable by the Bidder under the provisions of this clause.

11. Staff and Workman

It shall be responsibility of Bidder-

- 11.1 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.
- 11.2 To obtain workman insurance cover against deployment of workers etc.
- 11.3 To maintain, proper records relating to workmen employed, in the form of various Registers, namely,
- i. Register of workmen.
 - ii. Register of muster roll.
 - iii. Register of overtime.
 - iv. Register of wages.
 - v. Any other register as per latest amendment Labour Act.

- 11.4 The records shall be in the prescribed formats only.
- 11.5 To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.
- 11.6 To maintain proper liaison with the Project authorities, local police and all other government and local bodies.
- 11.7 To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The Bidder 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 Bidder.
- 11.8 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.
- 11.9 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.

12. Third Party Insurance

Before commencing the execution of the work the Bidder 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 Bidder 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 Bidders own cost.

13. 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.

14. Environmental, Health & Safety Plan

Bidder 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. Bidders must comply with these requirements:

- i. Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- ii. Comply with the procedures provided in the interests of Environment, Health and Safety
- iii. Ensure that all of their employees designated to work are properly trained and competent
- iv. 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
- v. 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
- vi. Provide details of any hazardous substances to be brought onsite
- vii. Ensure that a responsible person accompanies any of their visitors to site

All Bidders' staff is accountable for the following:

- i. 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
- ii. Keep tools in good condition
- iii. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- iv. Develop a concern for safety for themselves and for others
- v. Prohibit horseplay
- vi. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

15. Test Certificate and Quality Assurance

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

16. Sub-Contracting / Sub-Letting

- 16.1 BIDDER 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.
- 16.2 In the event the Bidder assigns this work order, Bidder'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.
- 16.3 Notwithstanding the subletting / subcontracting of any portion of the works, Bidder 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.

17. Indemnity

- 17.1 Bidder shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:
- i. any breach non-observance or non-performance by Bidder or its employees or agents of any of the provisions of this Work Order.
 - ii. any act or omission of Bidder or its employees or agents.
 - iii. any negligence or breach of duty on the part of Bidder, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.
- 17.2 Bidder shall at all times indemnify COMPANY against all liabilities to other persons, including the employees or agents of COMPANY or Bidder 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.

18. Events of Default

- 18.1 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 Bidder, if in the opinion of COMPANY, Bidder 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:
- i. Failing to complete execution of work within the terms specified in this work order.
 - ii. Failing to complete works in accordance with the approved schedule of works.
 - iii. Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.

- iv. Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
 - v. Failing to comply with any of the terms or conditions of this work order.
- 18.2 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 Bidder shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

19. Risk & Cost

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

20. Price Basis

- 20.1 Bidder to quote their prices on Landed Cost Basis and separate price for each item.
- 20.2 FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of all taxes, GST, Freight, any other local charges etc.
- 20.3 The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.
- 20.4 Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

21. Terms of Payment and Billing

For Supply of Smart Meters (Part A):

Milestone Number	Milestone Description
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MS-1 (Delivery of Smart Meters)	<p>60% payment of Part-A shall be made within 45 days from the date of receipt of material at store/ site after submission of 5% performance bank guarantee and following documents against dispatch of each consignment:</p> <ul style="list-style-type: none"> i. Consignee copy of LR ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery. iii. Original certificate issued by BSES RAJDHANI POWER LTD confirming receipt of material at site and acceptance of the same. iv. Dispatch clearance / inspection report in original issued by the inspection authority v. Packing List. vi. Test Reports vii. Guarantee Certificate.
MS-2 (Installation and Integration of Smart Meters)	<p>30% payment of Part-A shall be made within 45 days (after submission of bills with requisite documents) post successful installation and integration of meters with communication canopy and sign off by Engineer In –Charge.</p>
MS-3 (10% Retention Amount)	<p>10% Retention for Part-A shall be released after 1 year of successful post Installation and integration of Smart meters with communication canopy (Minimum 50,000 points)</p>

For Installation of Smart Meters (Part B & C):

Milestone Number	Milestone Description
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<p>MS-1 (Installation and Integration of Smart Meters)</p>	<p>100% payment shall be made within 45 days (after submission of bills with requisite documents monthly basis) post successful installation and integration of meters with communication canopy and sign off by Engineer In –Charge and submission of following documents :</p> <ul style="list-style-type: none"> i. Monthly Invoice. ii. Material Reconciliation statement for all issued material from BRPL, (Utilized & Balance) in a specified format duly verified form Engineer In-charge. Any shortfall in material shall be recovered from the bills/reimbursed by you. iii. Meter replacement/Installation Reports/Progress Chart & measurement sheet with relevant documents. If required, measurement sheet shall be uploaded by the Bidder online through BRPL developed software. iv. EBS certificate for New Meters, Old Meters and Seal Reconciliation Certificates obtained from Engineer In-charge. v. Material Issuance, Old Meter Return and Scrap Deposit Dockets. vi. Documents of statutory compliances. vii. All required Documents Listed in Appendix-X which may be amended as per instruction of Engineer In-charge BRPL. <p>Payment shall be released after Tax deduction at Source (TDS) as per the prevailing rules & TDS certificates shall be issued to the Bidder.</p>
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22. Price Validity

- 22.1 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 180 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.

23. Performance Guarantee

- 23.1 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 for an amount of 5% (Five percent) of the Contract Price in accordance with the format provided. The Performance Bond shall be valid for a period of Eighty Four months (84) from the date of the commissioning or Ninety months (90) from the last date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

24. Forfeiture

- 24.1 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.
- 24.2 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.

25. Release

- 25.1 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.

26. Warranty/Defects Liability Period

The bidder to guarantee the Smart Meter with Box 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 **84 months** from the date of commissioning or **90 months** from the last date of delivery whichever is earlier. If during the Guarantee period any materials / items are found to be defective, these shall be replaced and installed with New Smart Meter with Box free of cost by the bidder at his own cost within 90 days from the date of receipt of intimation.

The analysis of defective meter within Guarantee period shall be provided by meter OEM's to BRPL. OEM shall ensure to establish a system where he will visit BRPL premises, in every 15 days or on accumulation of 250 defective Smart meter (whichever comes first) and provide the detailed analysis report of faulty meters.

27. 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.

28. Effective Date of Commencement of Contract

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

29. Time – The Essence of Contract

The time and the date of completion of the work 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.

30. Contract Commencement date

The date issue /award of contract shall be the effective date of contract or contract commencement date.

31. Contract Completion date

The date of expiry of Guarantee Period shall be deemed as the Contract Completion date.

32. Contract Period /Time

The period from Contract Commencement Date to Contract Completion Date shall be deemed as the Contract Period /Time.

33. Contract Execution Completion Date

The stipulated date for completing the execution of all items in the schedule of quantities (Supply, Service and or both as applicable) shall be deemed as the Contract Execution Completion Date.

34. Contract Execution Period/Time

The Period from Contract Commencement Date to Contract Execution Completion Date shall be the Contract Execution Period/Time. Timely Completion of Works/Timely Delivery of Materials is the essence of the contract. The period from effective date of contract to the date stipulated for completion of delivery of all items/completion of all the works/services, as per schedule of quantities of the contract is defined as contract execution completion time. The Delivery of Materials /The Completion of Works, as applicable, should be achieved in all respects as per schedules of quantities and all the terms and conditions of the contract, in the contract execution time.

Any revision/amendment in the originally stipulated contract execution time has to be approved by authorized representative of BRPL.

35. Laws and Jurisdiction of Contract

- 35.1 The laws applicable to this Contract shall be the Laws in force in India.
- 35.2 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 Delhi in India

36. Events of Default

- 36.1 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:
- i. Supplier fails or refuses to pay any amounts due under the Contract;
 - ii. 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
 - iii. 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;
 - iv. 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.

37. Consequences of Default

- 37.1 If an Event of Default shall occur and be continuing, BRPL may forthwith terminate the Contract by written notice.
- 37.2 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.

38. Liquidated Damages

- 38.1 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 0.5% (half

percent) of the basic (ex-works) price for every week of delay or part thereof for individual mile stone deliveries.

- 38.2 The total amount for delay under the contract will be subject to a maximum of ten percent (10%) of the total contract value.
- 38.3 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.

39. Penalty

The penalty shall be levied as defined in Volume –1 (Technical) Clause 10, In case of default in supply/ services rendered by bidder.

40. 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

41. Intellectual Property Rights

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Bidder acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the BRPL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in BRPL.

Moreover, the Bidder undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Bidder shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of BRPL shall arise in this respect, and any costs, damages, expenses, compensation payable by BRPL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Bidder.

42. Force Majeure

- 42.1 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.
- 42.2 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:
- 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.
- 42.3 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 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.
- 42.4 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.
- 42.5 **Burden of Proof** In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force Majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.
- 42.6 **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.
- 42.7 The Purchaser may terminate the contract after giving 7(seven) days notice if any of following occurs:
- i. Bidder fails to complete execution of works within the approved schedule of works, terms and conditions
 - ii. In case the Bidder commits any Act of Insolvency, or adjudged insolvent
 - iii. Has abandoned the contract
 - iv. Has failed to commence work or has suspended the progress of works
 - v. Has failed to proceed the works with due diligence and failed to make such due progress
- 42.8 **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.
- 42.9 **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.

42.10 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."

43. Transfer and Sub-Letting

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.

44. Recoveries

Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by 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.

45. Waiver

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

46. 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.

47. 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.

48. Commissioning Spares

Commissioning Spares shall be deemed to be included in the quoted prices.

Section – II: Price Format

1. Price Format: Supply of Smart Meters:

SN	Item	Unit	Qty (Nos.)	Unit Price (Rs) INR	Taxes in Rs. (INR)	Total per unit Cost (Rs) INR	Total Cost (Rs) INR
PART A (SUPPLY OF SMART METER)							
1	1Ph whole current smart meter (prefit box) with Connect/Disconnect Relay	No.	131700				
2	3Ph whole current smart meter (prefit box) with Connect/Disconnect Relay	No.	146300				
3	LT CT consumer smart meter with meter box/enclosure	No.	11500				
4	DT smart meter with meter box/enclosure	No.	9000				
5	HT consumer smart meter	No.	1500				
PART B (SMART METER INSTALLATION)							
6	Per unit cost for Meter Installation for Single phase WC type of Smart meters with box (including loop connection of cable length up to 5 meters)	No	131700				
7	Per unit cost for Meter Installation for type of Three phase WC Smart meters with Box (including loop connection of cable length up to 5 meters)	No	146300				
8	Per unit cost for Meter Installation for LTCT Smart meters with Box		11500				
9	Per unit cost for Meter Installation for DT smart meters with Box	No	9000				
10	Per unit cost for Meter Installation for HT Smart meters in metering cubicle	No	1500				

PART C (INSTALLTION OF CABLE AND OTHER ACCESSORIES)					
SN	Item	Unit	Unit Price (Rs)	Taxes in Rs.	Total Cost (Rs)
11	Inst/Repl O/H S-Line size 2x10 & 2x25, length 6-30m Installation / Replacement & fixing of O/H XLPE service line cable size 2x10 & 2x25 sq. mm for lengths 6 to 30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Each			
12	Inst/Repl O/H S-Line size 2x10 & 2x25, length >30m Installation / Replacement & fixing of O/H XLPE service line cable size 2x10 & 2x25 sq. mm for lengths of >30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			
13	Inst/Repl O/H S-Line size 4x25 & 4x50, length 6-30m Installation /Replacement & fixing of O/H XLPE service line cable size 4x25 & 4x50 sq. mm for lengths of 6 to 30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Each			
14	Inst/Repl O/H S-Line size 4x25 & 4x50, length >30m Installation / Replacement & fixing of O/H XLPE service line cable size 4x25 & 4x50 sq. mm for lengths of >30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			
15	Inst/Repl O/H S-Line size 4x95-4x300, length 6-30m Installation / Replacement & fixing of O/H XLPE service line cable size 4x 95 to 4x 300 sq. mm for lengths of 6 to 30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Each			
16	Inst/Repl O/H S-Line size 4x95-4x300, length >30m Installation / Replacement & fixing of O/H XLPE service line cable size 4 x95 to 4x 300 sq. mm for lengths of >30m at consumer premises including fixing of saddles, fasteners for support, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			
17	Inst/Repl U/G S-Line size 2x10 & 2x25, length 6-30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 2x10 & 2x25 sq. mm for lengths of 6 to 30m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any	Each			

	other work required to complete the job.				
18	Inst/Repl U/G S-Line size 2x10 & 2x25, length >30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 2x10 & 2x25 sq. mm for lengths of >30 m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			
19	Inst/Repl U/G S-Line size 4x25 & 4x50, length 6-30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 4x25 & 4x50 sq. mm for lengths of 6 to 30m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material /manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Each			
20	Inst/Repl U/G S-Line size 4x25 & 4x50, length >30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 4x25 & 4x50 sq. mm for lengths of >30m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			
21	Inst/Repl U/G S-Line size 4x95-4x300, length 6-30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 4x 95 to 4x 300 sq. mm for lengths of 6 to 30m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Each			
22	Inst/Repl U/G S-Line size 4x95-4x300, length >30m Laying (Installation / Replacement) & fixing of U/G XLPE service line cable size 4x 95 to 4x 300 sq. mm for lengths of >30m including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material except cable, transportation of cable/ material/ manpower from BRPL store to vendor store and vendor store to site & vice-versa, return of scrap to assigned BRPL store and any other work required to complete the job.	Per meter			

Note:

- i. All tenders with incomplete or incorrect information or not meeting prescribed conditions are liable to be rejected.
- ii. The bidder shall quote the cost of smart meter without the communication module/ NIC card. The shortlisted meter vendor has to ensure integration of the smart meter with the NIC card,

share protocols and all necessary technical information with the communication canopy vendor, as finalized by BRPL.

- iii. The quantities mentioned in BoQ are for evaluation purpose only, payments shall be made as per actual supply. BRPL reserves right to change the quantities as per requirement and take deliveries in lots.
- iv. The bidder shall also quote for meter installation cost separately; however meter installation may or may not be in scope and will be decided during final award of contract. BRPL reserves right to carry out meter installation by any third party.
- v. Bidder should have a tripartite agreement if required with BRPL and its approved communication vendor for design and integration activities.
- vi. Replacement of defective smart meters, communication cards (NIC), resealing of smart meters/ box due to communication error etc shall be in scope of meter installation agency.
- vii. All the tool and tackles such as screw drivers, drills, crimping tools (Hand/ hydraulic), cable strippers/ cutters, knives, wrenches, pliers, hacksaw, torch, PVC taps, line testers, multi meters, communication testing tools etc shall be in scope of meter installation agency.
- viii. Installation of HT metering cubicle shall be in scope of BRPL.

Section – III: 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.

1. 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.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.

2. 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:

- i. 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.
- ii. 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.
- iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.

3. 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:

- i. 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.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

4. Ethics

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

- i. 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 an Vendor and in legal action.
- ii. 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.
- iii. No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- iv. Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- v. 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.
- vi. 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.
- vii. 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.

5. 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:

- i. Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- ii. Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- iii. Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- iv. 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.
- v. 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.
- vi. Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- vii. Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- viii. 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.
- ix. 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.
- x. Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- xi. 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-1: Smart Meter Specifications

Smart Meter Specifications

Annexure-2: MAF

Format for Meter Manufacturers Authorization

<<To be printed on Meter Manufacturer's Letter Head and Signed by Authorized Signatory of the Meter Manufacturer>>

No.

Date:

To,
HOD – Contracts & Material Department
BSES Rajdhani Power Ltd,
BSES Bhawan, Nehru Place,
Delhi—100 019

Dear Sir,

Subject: RFP for Smart Meters - Authorization Letter

We who are established and reputed manufacturers / producers of _____ brand of Meters having factories/development facilities at (*address of factory /facility*) do here by authorize M/s _____(*Name and address of Smart Meter Vendor*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby confirm that we have an agreement with M/s _____(*Name of the Communication Canopy Vendor*) for use their communication technology with our Smart Meters and we will extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We further confirm that we will provide full support for integrating and testing the NIC module of M/s_____ with our meter covering different protocols (DLMS, MODBUS, etc. and various APIs) based on service level requirements of BSES Rajdhani Power Ltd.

We further agree to provide full support to M/s_____ for next 10 years to integrate our meter with the offered communication solution.

Yours faithfully,

For and on behalf of M/s_____ (Name of the manufacturer)

Name :

Signature :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the Canopy vendor.

Annexure-3: Interfaces

Past experience for Smart Grid / Smart Meter projects.

Serial no	Project Information	Project details
1	General Information (about bidder)	
2	Name of the project(s)	
3	Client(s) for which the project was executed	
4	Name and contact details of the client(s)	
5	Project Details	
6	Description of the project(s)	
7	Scope of service(s)	
8	Make of meters supplied	
9	Quantity Supplied	
10	Value of the Order (in INR)	
11	Start Date	
12	Completion Date	
13	Duration of the project(s)	

Annexure-4: GTP Format**GTP Submission Format**

Serial no.	Clause no.	Clause	Complied Yes/No	Deviation Statement (if no)	Vendor Remarks/proposal
1.					
2.					
3.					
4.					

Annexure-5: SOC Letter

Statement of Compliance

I, the undersigned, _____ [name of Bidder's authorized signatory], in my capacity as _____ [title or position of authorized signatory] of _____ [name of Bidder] (the "**Bidder**"), do hereby declare as follows:

1. The Bidder has received the Tender Documents and has carefully read all their contents;
2. The Bidder undertakes to comply with the terms and conditions of the tendering process, as set forth in the Tender Documents;
3. The Bidder represents and warrants that it is capable of supplying the Products and rendering all the Services within the time frames detailed in the Tender Documents and undertakes to abide by them.
4. The Meters and the software and all other services proposed by the Bidder hereunder will be provided in accordance with the requirements set forth in the Tender Documents;
5. All representations, warranties, proposals and descriptions made by the Bidder are true, accurate and complete;
6. The Smart Meter and accessories that is proposed complies with the requirements defined below:
 - a) Is completely defined (design, construction and performance) by a formal technical specification.
 - b) Is manufactured in accordance with formal production drawings, processes and procedures which govern all stages and aspects of the manufacturing process.
 - c) Have successfully passed all relevant IS standards, qualification tests and the environmental tests in particular.
 - d) Is manufactured with strict adherence to the prescribed quality assurance procedures, which have to include in-process inspection procedures.
 - e) Is accompanied by a complete set of manufacturing drawings and procedures, reliability prediction, user manuals and maintenance manuals.

Bidder's Information

Bidder's Full Name	Bidder's Address	Bidder's contact details
	City State Zip/Postal Code Country	e-mail: Telephones:

Signature _____ Date: _____ Stamp: _____

Annexure – 6: SOC Format

To,
HOD – Contracts & Material Department
BSES Rajdhani Power Ltd,
BSES Bhawan, Nehru Place,
Delhi - 100 019

Dear Sir,

We agree to comply with the following conditions:

1. We agree to integrate meters with communication provider selected in the subsequent tenders.
2. We agree to share the details of meter communication protocols.
3. We agree to share the meter security keys, all level encryption, password information along with asset information in agreed format with the buyer.
4. We agree to share the meter interface touch points for any external applications/ systems.
5. We agree to share the required APIs for reading, configuration and Functional APIs with the buyer.
6. We agree to share all information required for seamless integration and smooth business flow.
7. We agree to provide firmware upgrades periodically.
8. We agree to share protocols and information with Test bench supplier of BRPL for integrated smart meter testing.

Bidder's Information

Bidder's Full Name	Bidder's Address	Bidder's contact details
	City State Zip/Postal Code Country	e-mail: Telephones:

Signature _____ Date: _____ Stamp: _____

Appendix - I

COMMERCIAL TERMS AND CONDITIONS

SN	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	180 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 all taxes & duties, freight up to Delhi stores. b) Unloading at stores - in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	As per Volume –II (Section –I: General Terms and Conditions) Clause – 21 of NIT Docs.	
4	Completion time	Within 24 months of the award of the contract/LOI. Commencement/Start of delivery within 3 months from date of award of contract / LOI.	
5	Defect Liability period	Eighty Four months (84) from the date of the commissioning or Ninety months (90) from the last date of receipt of material (last consignment) at site/stores whichever is earlier	
6	Liquidated damages /Penalty	0.5% of basic price for every week delay subject to maximum of 10% of total PO value of undelivered units. Penalty: As per Volume –II (Section –I: General Terms and Conditions) Clause – 39 of NIT Docs.	
7	Performance Bank Guarantee	5% (Five percent) of the Contract Price valid up to Defect Liability Period plus 3 months towards claim 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 undertake to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

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 180 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 thereof, 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 & 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 Eighty (180) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

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)

Parameter	Actual in 3 FY		
	FY 17-18	FY 16-17	FY 15-16
Total assets			
Current assets			
Total Liability			
Current Liability			
Profit before taxes			
Profit after taxes			
Sales Turnover			

Appendix - VIII

CHECK LIST/DOCUMENT TO BE SUBMITTED

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

Appendix - IX

The Bidder 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/GSTN 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 Bidder.)

The Bidder 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 – X (Check List- Documents)

Sl. No.	Documents	Remarks By Engineer In Charge
1	Invoice Movement Sheet	
2	Work Measurement Sheet	
3	Annexure-1 (Work Summary)	
4	Meter not return to Store Details	
5	Annexure-2 (Material Reconciliation Statement)	
6	Material Issued from Store Details	
7	Previous Month Annexure-2 (Material Balance) Copy	
8	Material Received/Transfer (If any, then copy Required)	
9	Annexure-3 (Complaints Sheet)	
10	Annexure-4 (Deductions/Retention Sheet)	
10	Annexure-5 Scrap Declaration with SAP Docket	
11	Annexure-6 (MCR Book & Lab Testing Notice Reconciliation Sheet)	
12	Photographs CD with CA No. wise Renaming	

Appendix – X (List of safety Gears and Tools and Tackles)

List of safety Gears:

- 1 Rubber Hand Gloves
- 2 Safety Belts
- 3 Safety Shoes
- 4 Helmet with Wiser
- 5 Safety Rope

TOOLS & TACKLES

- 1 Drilling Machine
- 2 Drilling Bit
- 3 Measuring Tape
- 4 Hacksaws
- 5 Crimping Tool
- 6 Ball pen Hammer
- 7 Spanner Set
- 8 Line Testers
- 9 Screw driver set (Insulated)
- 10 Cable Cutters
- 11 Self Adhesive Tape
- 12 Combination Pliers