

REQUEST FOR QUOTATION

FOR

**RATE CONTRACT FOR SUPPLY OF LEDS INCLUDING CCMS PANELS FOR
INSTALLATION IN JURISDICTION OF FOUR ZONES (NAJAFGARH ZONE,
WEST ZONE, CENTRAL ZONE & SOUTH ZONE) OF MCD FOR A PERIOD OF 10
YEARS**

NIT NO CMC/BR/25-26/FK/PR/KG/1282

DT 10.05.2025

DUE DATE FOR SUBMISSION: 16/05/2025 1530HRS

BSES RAJDHANI POWER LTD (BRPL)

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: www.bsesdelhi.com

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SECTION – I: REQUEST FOR QUOTATION

1.00 Introduction:

BSES Rajdhani Power Limited (hereinafter referred to as "the Purchaser") invites sealed bids for Supply of Light Emitting Diodes (LEDs) of various ratings & Supply and Installation of Centralized Control and Monitoring System (CCMS) for installations within four MCD zones (Najafgarh Zone, West Zone, Central Zone & South Zone) during a period of 10 years in the National Capital Region (NCR) of Delhi. This RFQ invites interested and eligible manufacturers, authorized dealers, and suppliers (hereinafter referred to as "Bidders") to submit their quotations for supplying LEDs & CCMS that meet the technical specifications outlined in **Section VIII** of this document.

2.00 Event Information:

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

Package A:

Sl. No.	Description	Qty.	Delivery & Installation at
1	SUPPLY OF LEDS FOR INSTALLATION IN JURISDICTION OF FOUR ZONES (NAJAFGARH ZONE, WEST ZONE, CENTRAL ZONE & SOUTH ZONE) OF MCD FOR A PERIOD OF 10 YEARS	As per BOQ Attached	At various Stores/ Sites across Delhi.

Package B:

Sl. No.	Description	Qty.	Delivery & Installation at
1	SUPPLY, INSTALLATION AND COMPREHENSIVE AMC OF CCMS PANELS IN JURISDICTION OF FOUR ZONES (NAJAFGARH ZONE, WEST ZONE, CENTRAL ZONE & SOUTH ZONE) OF MCD FOR A PERIOD OF 10 YEARS	As per BOQ Attached	At various Stores/ Sites across Delhi.

The bidder must qualify the requirements as specified in Clause 3.0 stated below.

All envelopes shall be duly super scribed "Supply Of LEDs Including CCMS Panels For Installation In Jurisdiction Of Four Zones (Najafgarh Zone, West Zone, Central Zone & South Zone) Of MCD For A Period Of 10 Years. NIT NO CMC/BR/25-26/FK/PR/KG/1271" along with the package applied for i.e. Package A/ Package B or Package A&B respectively.

- 2.01 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs.1,180/-** 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.

- 2.02 Bids will be received up to 16/05/2025 1530 HRS at the address given at 4.01 below. Part A of the Bid shall be opened on 16/05/2025 1600 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.

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

- (i) Tender Fee of value **Rs.1,180/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi 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.
- (iv) Technical offer contains any prices.
- (v) Prices are not FIRM and subject to Price Variation.

3.00 **Qualification Criteria:**

Qualification Criteria for Package A

Technical:

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

- a. The bidder must have supplied 4 lakh LEDs & fixtures in last Five (05) years from date of Bid opening. The list of such Supply shall be furnished as per format attached in Schedule-I (List of Supply) supported with documents like Purchase Orders/ Invoices etc.
- b. Bidder shall submit the performance certificates of satisfactory performance from 1 reputed company/ utilities/ SEB's/ PSU's/ Govt Organization of Supplied LEDs & Fixtures.
- c. The bidder must furnish valid Type Test Certificate carried out at NABL accredited Labs/ CPRI/ ERDA for LEDs & fixtures. The Test certificate should not be more than five years old. In case type test reports are older than five (5) years from the date of bid opening, bidder shall submit the undertaking that "since the last type test, the product has not undergone any change in design and the material used and the dimensions of the product are the same as the one on which the type test was conducted".

Non submission of type test reports will lead to rejection of the offer. In any case, Type test report older than ten (10) years shall not be acceptable and bid is liable for rejection.

- d. The Bidder must possess valid ISO 9001:2000 certification and BIS License.
- e. Authorized dealers/suppliers should provide evidence of their authorization from the manufacturer(s) whose products they intend to supply.

Financial:

- a. Bidder must have average annual turnover of minimum Rs 30 Crores during last Three (03) financial years i.e. FY 21-22, 22-23 and 23-24, duly certified CA certificate to be submitted. Balance Sheet of 03 financial years also to be provided.
- b. The bidder shall submit a "NO LITIGATION" certificate as per attached format.
- c. An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/ state government institution including electricity boards.
- d. The bidder must have valid PAN No., GST No., in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the applicable laws/ rules etc.

Qualification Criteria for Package B

Technical:

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

- a. The bidder must have supplied, supplied, installed & commissioned at least 1000 Nos. CCMS Panels in last Five (05) years from date of Bid opening in any utilities/ SEB's/ PSU's/ Govt Organization/ reputed firms wherein the end user shall be Utility/ SEB's/ PSU's/ Govt Organization.
- b. Bidder shall submit the performance certificates of satisfactory performance from 1 reputed company/ utilities/ SEB's/ PSU's/ Govt Organization for work completed in the last Five (05) years from the date of bid opening.
- c. The bidder must furnish valid Type Test Certificate carried out at NABL accredited Labs/ CPRI/ ERDA. The Test certificate should not be more than five years old. In case type test reports are older than five (5) years from the date of bid opening, bidder shall submit the undertaking that "since the last type test, the product has not undergone any change in design and the material used and the dimensions of the product are the same as the one on which the type test was conducted".

Non submission of type test reports will lead to rejection of the offer. In any case, Type test report older than ten (10) years shall not be acceptable and bid is liable for rejection.

- d. The Bidder must possess valid ISO 9001:2000 certification and BIS License.
- e. The bidder should possess valid Electrical Bidder License issued by competent statutory agency to undertake work in NCT Delhi. In case bidder is not having this license, Bidder to give the undertaking that it will be obtained by them before the start of the work at site or suitable sub-Bidder having the valid license shall be engaged for works at site where copy of valid license shall be submitted to BRPL before the start of the work.
- f. OEM bidder shall have servicing, repairing, testing & refurbishment facility in India with necessary spares and testing equipment for providing prompt after sales service for CCMS Panels & Software.

OR

- g. In-case Bidder is an Authorized Dealer, they shall have necessary tie-up with OEMs for servicing, repairing, testing & refurbishment facility in India with necessary spares and testing equipment for providing prompt after sales service for CCMS Panels & Software.

Financial:

- e. Bidder must have average annual turnover of minimum Rs 20 Crores during last Three (03) financial years i.e. FY 21-22, 22-23 and 23-24, duly certified CA certificate to be submitted. Balance Sheet of 03 financial years also to be provided.
- f. The bidder shall submit a "NO LITIGATION" certificate as per attached format.
- g. An undertaking (self-certificate) that the bidder has not been blacklisted/ debarred by any central/ state government institution including electricity boards.
- h. The bidder must have valid PAN No., GST No., in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the applicable laws/ rules etc.

Note: All reference dates shall be taken as the date of bid opening

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



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circumstances warrant such assessment in the overall interest of the purchaser. BRPL also reserves the right to evaluate the bidder based on performance of past supplies/projects executed in BRPL. In this regard the decision of the purchaser is final.

4.00 Bidding and Award Process

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

4.01 BID SUBMISSION

The bidders are required to submit the bids in Two (02) parts to the following address:

**Head of Department
Contracts & Material Department
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)

- Tender Fee (Non-refundable) demand draft for Rs. 1,180/- in case the forms are downloaded from website.
- Documentary evidence in support of Qualifying Criteria.
- Technical Details/ Filled in GTP/ Type test report etc.
- Copies of Orders, Execution/ Performance Certificate & Other Documents to support the QC as per clause 3.00.
- Original Tender documents duly stamped & signed on each page as token of acceptance.
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/ period, Payment terms, PBG etc.

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

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

4.02 TIME SCHEDULE

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

S. No.	Steps	Dates
1	Date of sale of bid documents	10.05.2025
2	Pre-Bid meeting	14.05.2025 1100 HRS
3	Last date of Queries, if any	15.05.2025
4	Last date of receipt of bid documents	16.05.2025 1530HRS
5	Date & time of opening of tender – Part A	16.05.2025 1600HRS

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

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

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

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

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

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

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

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

5.00 Award Decision

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

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

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

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

6.00 Market Integrity

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

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

7.00 Confidentiality

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

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

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



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8.00 Contact Information

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

	Technical	Commercial
Contact Person	Mr. Vikas Arora	Mr. Kumar Gaurav
Address	BSES Rajdhani Power Ltd, 2 nd Floor, C Block, BSES Bhawan, Nehru Place, New Delhi 110019.	BSES Rajdhani Power Ltd, 1 st Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019
Email	Vikas.arora@reliancegroupindia.com Vinay.r.kumar@reliancegroupindia.com	pankaj.goyal@reliancegroupindia.com kumar.ga.gaurav@reliancegroupindia.com kunal.govil@reliancegroupindia.com

SECTION – II: INSTRUCTION TO BIDDERS

1.00 GENERAL

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company” are desirous of awarding work for:

(Package A): Supply Of LEDs For Installation In Jurisdiction Of Four Zones (Najafgarh Zone, West Zone, Central Zone & South Zone) Of MCD For A Period Of 10 Years.

(Package B): Supply, Installation and comprehensive AMC Of CCMS Panels In Jurisdiction Of Four Zones (Najafgarh Zone, West Zone, Central Zone & South Zone) Of MCD For A Period Of 10 Years.

2.00 SCOPE OF WORK

The scope of the work is as per BOQ in the tender.

3.00 DISCLAIMER

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

Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

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

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

4.00 COST OF BIDDING

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

5.00 BIDDING DOCUMENTS

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

Request for Quotation (RFQ) - Section - I
Instructions to Bidders (ITB) - Section - II
Special Terms & Conditions of Contract (SCC) - Section –III
General Terms and Condition (Package A) - Section –IV
General Terms and Condition (Package B) - Section –V
Price Format (Package A/ Package B) - Section VI
(Commercial T&C – Package A) – Appendix I
(Commercial T&C – Package B) – Appendix II
Bid Form – Appendix III
Reverse Auction Acceptance - Appendix IV

Litigation History - Appendix V
Financial Data - Appendix VI
Checklist - Appendix VII
Format for Performance Bank Guarantee - Appendix VII
Vendors Code of Conduct – Section VII
Technical Specifications – Section VIII

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

6.00 AMENDMENT OF BIDDING DOCUMENTS

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

The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.00, and it will be notified in web site www.bsesdelhi.com, and will be binding on them.

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

Purchaser shall reserve the rights to following:

- Extend Due Date Of Submission
- Modify Tender Document In Part/ Whole
- Cancel The Entire Tender

Bidders are requested to visit website regularly for any modification/ clarification/ corrigendum/ addendum of the bid documents.

7.00 LANGUAGE OF BID

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

8.00 DOCUMENTS COMPRISING THE BID

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

- Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification
- All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- Tender documents duly stamped and signed on each page by authorized signatory

9.00 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.

10.00 BID PRICES

- 10.01 Bidders shall quote for the entire Scope of Supply/ Work with a break-up of prices for individual items and Taxes & Duties. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, Erection, testing & commissioning 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 up to destination.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there. The Bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/ government/ public authorities in such matters.
- 10.03 Prices quoted by the Bidder shall be **"Firm"** and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non -responsive and rejected.**

11.00 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.00 **PERIOD OF VALIDITY OF BIDS**

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

13.00 **ALTERNATIVE BIDS**

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

14.00 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents, clearly marked "Original Bid" and "copy" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copy, the original shall govern.
- 14.02 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. **Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.**
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

15.00 **SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —"Technical & EMD". The price bid shall be inside another sealed envelope

with super scribed "Financial Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super scribed with —"Tender Notice No. & Due date of opening".

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

16.00 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.
- 16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.00 ONE BID PER BIDDER

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

18.00 LATE BIDS

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

19.00 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20.00 PROCESS TO BE CONFIDENTIAL

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

21.00 CLARIFICATION OF BIDS

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

22.00 PRELIMINARY EXAMINATION OF BIDS/ RESPONSIVENESS

- 22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Purchaser may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

- 22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non - conformity.

23.00 EVALUATION AND COMPARISON OF BIDS

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

- 23.01 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.
- 23.02 Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.
- 23.03 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- Delivery Schedule
 - Conformance to Qualifying Criteria
 - Deviations from Bidding Documents

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

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

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

24.00 CONTACTING THE PURCHASER

- 24.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.
- 24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

25.00 THE PURCHASER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR A LL BIDS

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

26.00 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.

27.00 THE PURCHASER'S RIGHT TO VARY QUANTITIES



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

28.00 **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/ PO shall be treated as Start date of work.

29.00 **PERFORMANCE BANK GAURANTEE**

To be submitted within fifteen (15) days from the date of issuance of the Letter of Award/ RC, Supplier shall establish a performance bond in favour of BRPL in an amount not less than One percent (1%) of the total price of the Rate Contract (the "Performance Bond"). Bidder shall initially submit the PBG for 1% of RC Value valid till RC validity period plus one month.

Thereafter Bidder shall submit the performance bank guarantee equivalent to the 10% of the contract value with the validity of the bank guarantee for a period of defect liability period from the date of last dispatch plus 03 months claim period.

30.00 **CORRUPT OR FRADULENT PRACTICES**

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

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

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

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

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

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

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



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31.00 **COMPLETION PERIOD**

PACKAGE A

Year	1st Year		2nd year		3rd year	
Months	6months	6months	6months	6months	6months	6months
Minimum replacement (in % of Total no. of fittings)	20%	20%	20%	20%	10%	10%

PACKAGE B

12 Months from the date of LOI/ PO

SECTION - III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1.1. The scope of this tender includes supply, survey, design, engineering, manufacturer, shop testing, inspection, packing, dispatch, loading, unloading and storage at site, storage and construction insurance, assembly, erection, structural, complete pre-commissioning checks, testing and commissioning at site, obtaining statutory clearance & certification from state electrical inspector and handing over of Grid to owner on single point responsibility basis.
- 1.2. Prices for all the activities shall be FIRM till the actual completion of the job. Statutory variation will be allowed for direct supplies only wherever breakup of Taxes & Duties are available in Price Bid. In case bidder has not submitted any price breakup, no variation on account of statutory variation shall be paid extra by BRPL.
- 1.3. There will be no price escalation given to bidder even if there is delay in the execution of work.
- 1.4. Wherever BRPL specifications are not available relevant IS/ IEC to be followed. All specifications & drawings mentioned in the Tender Specification and other required for the completeness of the tender shall be submitted. Drawing submission process shall not be deemed complete if all the requirements are not complied during the submission of the same.
- 1.5. The Bidder should have all major tools and tackles required for installation, testing & commissioning works.
- 1.6. Bidder has to submit the item wise price bifurcation in bid. Un-priced copy must be attached with the Part A. Reverse Auction will be carried out on Lump sum Basis/ Total Landed Cost.
- 1.7. Successful bidder has to adhere to the statutory compliance.
- 1.8. Successful bidder has to send the daily progress reports.
- 1.9. In case of any major deviation, deletion or addition which bidder may feel is relevant to this project & for its safe operation and completion of works; Bidder may clearly highlight and communicate the same to the purchaser with his bid.
- 1.10. Taking over after commissioning of the complete system and final approval of Electrical Inspector & Compliance to punch points observed to the satisfaction of Projects as per statutory requirements, system shall be handed over to BRPL.

1.11. Guarantee period/ Defect Liability period:

The Guarantee Period will be equipment/ service/ work specific and shall be as specified in the Technical Specifications for the equipment/ material/ service/ work and where Technical specifications are not part of contract documents or guarantee period is not specified in the Technical specifications, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in Technical specifications, Defect liability period will be 36 Months from the Date of Commissioning or 42 months from the date of delivery of final lot of supplies made, whichever is later.

If during the defects liability period any materials/ items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 48 hours from the date of receipt of intimation. In-case not rectified within 48 hours, penalties may be levied as per tender terms and conditions.

1.12. Failure during Guarantee Period:

If the equipment and material supplied/ service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the guarantee period, the bidder is liable to undertake repair/ rectify/ replace the equipment and material supplied/ service or work rendered under the contract within time frame as specified below at bidder's cost to make the equipment and material supplied/ service or work rendered under the contract of performing its due, rated and intended quality performance. If bidder fails to repair/ rectify/ replace the equipment or material supplied/ service or work rendered under the contract, failed in guarantee period, purchaser will be at liberty to get the same done at bidder's risks and costs and recover all



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such expenses plus the purchaser own charges (@ 15% of expenses incurred), from the bidder or from the "performance bank guarantee" as the case may be.

If during the warranty/ guarantee period some parts of the supplies are replaced owing to the defects/ damages under the warranty, the warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original guarantee period, whichever is later.

Note: BRPL is in the business of Power distribution and is committed to providing reliable and continuous service to its customers. In case of any fault in the system, BRPL's top most priority is to rectify the fault and restore the system as soon as possible and maintain the supply.

If during the defect liability period any fault occurs in the system due to faulty materials, design or workmanship, BRPL shall intimate the vendor of such occurrence for taking immediate corrective action.

However, if the situation, in BRPL's sole discretion warrants an emergency restoration, it reserves the right to take immediate action for identifying the fault and restoring the system with available resources & materials or with help from any other third party agency under intimation to the Vendor. All costs of replacement, substitution, shipping, labour and other related expenses including taxes and levies incurred in connection with the restoration of fault plus 15% of expenses incurred as administrative overheads shall be for the account of Vendor. BRPL will charge the vendor for the costs incurred for fault restoration or may set off such costs against any amounts payable by BRPL to the Vendor or deduct from the PBG submitted by the Vendor. Vendor shall pay BRPL the amount within 30 days.

SECTION IV

GENERAL TERMS AND CONDITIONS – PACKAGE A

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.04 The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.
- 2.00 DEFINITION OF TERMS**
- 2.01 "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative/ officers.
- 2.02 "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "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.
- 2.03 "Supply" shall mean the Scope of Contract as described.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08 "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09 "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10 "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12 "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:

The written acceptance of material by the inspector at suppliers works to ship the materials.

Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.

Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment/ material takeover receipt after installation & commissioning and final acceptance.

3.00 CONTRACT DOCUMENTS & PRIORITY

Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet. The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Purchaser, who shall thereupon issue to the Contractor, instructions thereon. In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. Any amendments to Contract
2. Commercial Terms & Conditions of the Contract
3. Clarifications/ addendum/ corrigendum to Tender
4. Terms & Conditions of the Tender

4.01 SCOPE OF SUPPLY - GENERAL

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

4.02 Bidder shall have to quote for the Bill of quantities as listed elsewhere.

4.03 All relevant drawings, data and instruction manuals.

5.00 QUALITY ASSURANCE AND INSPECTION

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

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

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

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

5.05 All in-house testing and inspection shall be done 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

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.

6.00 PACKING, PACKING LIST & MARKING

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

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

7.00 PRICE BASIS FOR SUPPLY OF MATERIALS

Bidder has to quote their prices on Landed Cost Basis and quote separate price for each item.

FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of all taxes, GST, Freight, any other local charges etc.

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

Transit insurance will be arranged by bidder.

8.00 TERMS OF PAYMENT AND BILLING – (PACKAGE A)

100% payment shall be made within 30 days from the date of receipt of material at store/ site Bidder to submit the following documents against dispatch of each consignment:

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

9.00 PRICE VALIDITY

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

10.00 PERFORMANCE GUARANTEE

10.01 To be submitted within fifteen (15) days from the date of issuance of the Letter of Award/ RC, Supplier shall establish a performance bond in favour of BRPL in an amount not less than One percent (1%) of the total price of the Rate Contract (the "Performance Guarantee/ Bond"). Bidder shall initially submit the PBG for 1% of RC Value valid till RC validity period plus one month.

10.02 Thereafter Bidder shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing), with the validity of the bank guarantee till Defect Liability Period plus 3 months towards Claim period.

11.00 FORFEITURE

- 11.01 Each Performance Bond established under Clause 11.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 11.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL at its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

12.00 RELEASE

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 11.0) except for the case set forth in Clause 20.0.

13.00 GUARANTEE OF PERFORMANCE

The bidder shall stand guarantee that the equipment and material supplied/ service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract for a specific period termed as Guarantee Period. The bidder should also guarantee that the equipment/ material is new and unused except for the usage required for the tests and checks required as part of quality assurance.

14.00 GUARANTEE PERIOD/ DEFECTS LIABILITY PERIOD

The Guarantee Period will be equipment/ service/ work specific and shall be as specified in the Technical Specifications for the equipment/ material/ service/ work and where Technical specifications are not part of contract documents or guarantee period is not specified in the Technical specifications, the guarantee period shall be as per the Terms and Conditions of the Contract. In case of no mention of the guarantee period in Technical specifications, Defect liability period will be 36 Months from the Date of Commissioning or 42 months from the date of delivery of final lot of supplies made, whichever is later.

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

Cost of repairs on failure in Guarantee Period:

The cost of repairs/ rectification/ replacement, apart from the actual cost of repairs/ rectification/ replacement is also inclusive of all bidder costs of required transportation, site inspection/ mobilization/ dismantling and re-installation costs as applicable, to be borne by the bidder. The bidder has to ensure that the interruption in the usage of intended purpose of the equipment is minimized to the maximum extent In lieu of the time taken for repairs/ rectification/ replacement.

15.00 SUPPORT BEYOND THE GUARANTEE PERIOD

The Bidder shall ensure availability of spares and necessary support for a period of at least 10 years post completion of guarantee period of equipment/ technology supplied against this contract. BRPL shall be duly intimated by the Vendor of End of Life Support for the product/ technology supplied at least 12 months in advance.

16.00 RETURN, REPLACEMENT OR SUBSTITUTION

BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may at 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.

17.00 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.

18.00 TIME – THE ESSENCE OF CONTRACT

The time and the date of completion of the "Supply" as stipulated in the Letter Of Acceptance/ Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed no later than the aforesaid Schedule and date of completion of supply.

19.00 THE LAWS AND JURISDICTION OF CONTRACT

The laws applicable to this Contract shall be the Laws in force in India. To the best of their ability, the parties hereto shall endeavour to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for adjudication by arbitration. The arbitration shall be undertaken by the sole arbitrator jointly appointed by the parties. In case the parties fail to arrive at consensus to appoint the sole arbitrator, either party may approach the Court for appointing an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 and the award of the said sole arbitrator, shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 (as amended up to date) and the venue of such arbitration shall be the city of New Delhi only. The Arbitration shall be conducted in English language only. The courts at Delhi shall have the exclusive jurisdiction over the subject matter of Arbitration/dispute. The cost of the Arbitration shall be equally shared by the parties as per directions of the Sole Arbitrator.

20.00 EVENTS OF DEFAULT

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

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

20.02 Consequences of Default

- (a) If an Event of Default shall occur and be continuing, BRPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BRPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
 - (i) present for forfeiture 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.

21.00 LIQUIDATED DAMAGES

- 21.01 If supply of items/ equipment is delayed beyond the supply schedule as stipulated in LOI/ PO, then the Supplier shall be liable to pay the Purchaser for delay a sum of 0.5% (half percent) of the total price for every week of delay or part thereof for undelivered units.
- 21.02 The total amount for delay under the contract will be subject to a maximum of ten percent (10%) of the total contract value.
- 21.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Supply on time or from any other part of his obligation and liabilities under the Contract. Once the maximum is reached, the Company reserves the right for termination of contract without any liabilities to the Company.

In the event of an extension of time being granted by the EIC, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

22.00 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

23.00 FORCE MAJEURE**23.01 General**

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

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

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

- (i) The following events and circumstances:
 - a) Effect of any natural element or other acts of God, including but not limited to storm,

flood, earthquake, lightning, cyclone, landslides or other natural disasters.

b) Explosions or fires

(ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.

(iii) Dangers of navigation, perils of the sea.

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

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

23.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

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

23.07 The Purchaser may terminate the contract after giving 7(seven) days notice if any of following occurs:

- a) Contractor fails to complete execution of works within the approved schedule of works, terms and conditions
- b) In case the contractor commits any Act of Insolvency, or adjudged insolvent
- c) Has abandoned the contract
- d) Has failed to commence work or has suspended the progress of works
- e) Has failed to proceed the works with due diligence and failed to make such due progress

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

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

23.10 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 an event of Force Majeure."

24.00 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.

25.00 RECOVERIES

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

26.00 WAIVER

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

27.00 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.

28.00 CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary in the Purchase Order, except for breach of obligations under Non-disclosure and except as expressly provided in a Purchase Order, in no event, as a result of breach of contract or breach of warranty or otherwise, shall either Party hereto or either Party's Affiliates or sub Contractors, be liable under the Purchase Order to the other Party for any consequential, special, indirect, exemplary or incidental damages, and/or for any lost profits, goodwill or revenues of such Party, howsoever arising, before or after Acceptance of the Goods and whether or not such damages are foreseeable.

SECTION V

GENERAL TERMS & CONDITIONS – PACKAGE B

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

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

1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

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

1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.00 SCOPE OF WORK

The scope includes supply, design, engineering, manufacture, shop testing, inspection, packing, dispatch, loading, unloading and storage at store/ site, commissioning at site & comprehensive AMC of CCMS Panels. Schedule of work shall be as per BOQ attached herewith. All the labour, cranes, tool and tackles, technical supervision & loading/ unloading of materials at work-site etc. are including in your scope of work.

The bidder shall provide real-time data regarding the functioning of light fixture in the desired format as & when requested by BRPL. The bidder shall also provide the full access of all the data (offline/ online) to BRPL. Operating cost will be in the scope of bidder.

The bidder shall provide all meter-wise actual real time data through CCMS regarding the light fixtures i.e. functionality, load, units consumed, working hours, downtime log, energy savings etc. or any other data as required by the Nodal officer.

3.00 RATES

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

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

4.00 TAXES AND DUTIES

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

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

5.00 TERMS OF PAYMENT AND BILLING – (PACKAGE B)

- a) 90% pro-rata of supply value shall be payable against R/A bills for supply of equipment and materials within 30 days against receipt of material at site and submission of following documents duly certified by BRPL Project-in-charge:
 - i. Consignee copy of LR
 - ii. Detailed invoice showing commodity description, qty, unit & total price,
 - iii. Original certificate issued by BRPL confirming receipt of material at site & acceptance
 - iv. Dispatch clearance & inspection report issued by the inspection authority
 - v. Packing List, Test Reports
 - vi. Guarantee Certificate.
- b) 10% pro-rata after installation/ erection of equipment duly certified by BRPL Project-in-charge

6.00 GUARANTEE OF PERFORMANCE

The bidder shall stand guarantee that the equipment and material supplied/ service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract for a specific period termed as Guarantee Period. The bidder should also guarantee that the equipment/material is new and unused except for the usage required for the tests and checks required as part of quality assurance.

7.00 GUARANTEE PERIOD/ DEFECT LIABILITY PERIOD:

The Guarantee Period will be equipment/ service/ work specific and shall be as specified in the Technical Specifications for the equipment/ material/ service/ work and where Technical specifications are not part of contract documents or guarantee period is not specified in the Technical specifications, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in Technical specifications, Defect liability period will be 36 Months from the Date of Commissioning or 42 months from the date of delivery of final lot of supplies made, whichever is later.

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

8.00 PERFORMANCE GUARANTEE

8.01 To be submitted within fifteen (15) days from the date of issuance of the Letter of Award/ RC, Supplier shall establish a performance bond in favour of BRPL in an amount not less than One percent (1%) of the total price of the Rate Contract (the "Performance Guarantee/ Bond"). Bidder shall initially submit the PBG for 1% of RC Value valid till RC validity period plus one month.

8.02 Thereafter Bidder shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per clause no. 8.0 (Terms of payment and billing), with the validity of the bank guarantee till Defect Liability Period plus 3 months towards Claim period.

9.00 COMPLETION PERIOD

You are required to mobilize your manpower and Tools & Tackles and furnish a list of equipments to be used for supply & installation and commence the execution activity as per instructions of Engineer-In-charge. The entire work should be completed within 12 months from the date of issue of LOI/ Order. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Engineer In-charge at site. You shall submit a daily progress report to Engineer-In-charge.

10.00 CLEANLINESS

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

11.00 COMMISSIONING & ACCEPTANCE TEST

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/ modification required during this period the Contractor shall do all necessary measures.

On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer-In-Charge will issue an acceptance certificate.

12.00 WORK COMPLETION CERTIFICATION, HANDING OVER

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

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

13.00 PENALTY AND LIQUIDATED DAMAGES

- 13.01 If supply of items/ equipment is delayed beyond the supply schedule as stipulated in LOI/ PO, then the Supplier shall be liable to pay the Purchaser for delay a sum of 0.5% (half percent) of the total price for every week of delay or part thereof for undelivered units.
- 13.02 The total amount for delay under the contract will be subject to a maximum of ten percent (10%) of the total contract value.
- 13.03 All CCMS must be functional; in-case of any non-functionality of CCMS it must be attended within 48 hours otherwise penalty @500 per day per CCMS will be levied. The non-functionality is not limited to auto switching only but also includes miscommunication of data in the dashboard. It must also be ensured that the CCMS is housed in a lockable enclosure to avoid any mis-happening/ sabotage by any miscreants. Functionality of street lights per Zone must be 98%.

14.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN

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

Comply with all of the elements of the EHS Plan and any regulations applicable to the work

- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions

- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractors staff are accountable for the following:

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

15.00 SUB-CONTRACTING/ SUBLETTING

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

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

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

16.00 EVENTS OF DEFAULTS

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

- A) failing to complete execution of work within the terms specified in this work order.
- B) failing to complete works in accordance with the approved schedule of works.
- C) failing to meet requirements of specifications, drawings, and designs as approved by company.
- D) failing to comply with any reasonable instructions or orders issued by company in connection with the works.
- E) failing to comply with any of the terms or conditions of this work order.

In the event company terminates this work order, in whole or in part, on the occurrence of any event of default, company reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right company may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this tender, the contractor shall be liable to company for any additional costs that may be incurred by company for the execution of the work.

17.00 RISK & COST

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

18.00 ARBITRATION

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

19.00 FORCE MAJEURE**19.01 General:**

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

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

19.02 Specific Events of Force Majeure:

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

The following events and circumstances:

- a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and
- b) Explosions or fires
- c) Declaration of the Site as war zone.
- d) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

19.03 Notice of Events of Force Majeure

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

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

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

19.04 Mitigation of events of force majeure:

The Contractor shall:

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

19.05 Burden of proof:

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

19.06 Terminations for certain events of force majeure:

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

20.00 **SECURITY CLAUSE**

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

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

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

21.00 **TERMINATION**

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



BSES RAJDHANI POWER LIMITED

22.00 **QUALITY**

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

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

SECTION VI
PRICE FORMAT – (PACKAGE A)

SI no	Description	UOM	Qty	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)
1	15W LED along with Fixture	NOS	12,137				
2	20W LED along with Fixture	NOS	97,306				
3	45W LED along with Fixture	NOS	26,3103				
4	90W LED along with Fixture	NOS	24,406				

NOTE:

- We have to replace approx. 4 lakh lights in the period of 3 years as shown in section ii, clause 31.00.
- Assuming a failure rate of 20% of installed leds after the completion of the warrantee period, further requirement is to be calculated accordingly.
- In-case bidders have any deviation towards the assumed failure rate of 20%, the bidders can raise the queries by written communication. However, in case there is any variation in the failure rate as assumed by the bidder, the difference in the quantity shall be supplied at the contracted rate.

PRICE FORMAT – (PACKAGE B)

SI no	Description	UOM	Qty	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)
1	CCMS Panel(including Software)	NOS	5,000				
2	CCMS AMC (including Software)	LS	1				
3	Establishment of CCMS control center	LS	1				

NOTE:

- The contractor shall install its own ccms control panels on all switching points to ensure that all the public lights are connected through ccms/scada panels.
- All installed ccms shall be fully functional (comprehensive warrantee) for the defect liability period.

APPENDIX - I
COMMERCIAL TERMS AND CONDITIONS – PACKAGE A

SI No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	Firm. Prices shall be inclusive of all taxes & duties.	
3	Payment terms	<p><u>For Package A:</u> 100% payment shall be made within 30 days from the date of receipt of material at store/ site Bidder to submit the following documents against dispatch of each consignment:</p> <p>(i) Consignee copy of LR (ii) Detailed invoice showing commodity description, qty, unit & total price and basis of delivery (iii) Original certificate issued by BRPL confirming receipt of material at site & acceptance (iv) Dispatch clearance & inspection report issued by the inspection authority (v) Packing List, Test Reports (vi) Guarantee Certificate.</p>	
4	Completion time	Over a period of 3 Years as per table in Section II, Clause 31.	
5	Defect Liability period	36 months after the date of successful commissioning of GOODS or 42 months from the date of completion of delivery of GOODS (last Consignment), whichever is shorter.	
6	Liquidated damages	0.5 % of the order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of total order value.	
7	Performance Guarantee	1% (One percent) of the Contract Price valid up to contract period.	
8	Performance Bank Guarantee	10% (Ten percent) of the Contract Price valid up to Defect Liability Period i.e. 36 months from the date of Handing over of entire Installation plus 3 months towards claim period.	

APPENDIX - II
COMMERCIAL TERMS AND CONDITIONS – PACKAGE B

SI No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	Firm. Prices shall be inclusive of all taxes & duties.	
3	Payment terms	<p><u>For Package B</u></p> <p>a) 90% pro-rata of supply value shall be payable against R/A bills for supply of equipment and materials within 30 days against receipt of material at site and submission of following documents duly certified by BRPL Project-in-charge:</p> <p>i. Consignee copy of LR</p> <p>ii. Detailed invoice showing commodity description, qty, unit & total price,</p> <p>iii. Original certificate issued by BRPL confirming receipt of material at site & acceptance</p> <p>iv. Dispatch clearance & inspection report issued by the inspection authority</p> <p>v. Packing List, Test Reports</p> <p>vi. Guarantee Certificate.</p> <p>b) 10% pro-rata after installation/ erection of equipment duly certified by BRPL Project-in-charge</p>	
4	Completion time	12 months from date of LOI/ Order.	
5	Defect Liability period	36 months from the date of Handing over of entire Installation.	
6	Liquidated damages	0.5 % of the order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of total order value.	
7	Performance Guarantee	1% (One percent) of the Contract Price valid up to contract period.	
8	Performance Bank Guarantee	10% (Ten percent) of the Contract Price valid up to Defect Liability Period i.e. 36 months from the date of Handing over of entire Installation plus 3 months towards claim period.	



BSES RAJDHANI POWER LIMITED

APPENDIX III

BID FORM

To
Head of department
Contracts & material dept.
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 120 days from the due date of bid submission & subsequent corrigendum/amendment/ extension of due date of submission. It shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of indian laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until letter of intent is issued, this bid, together with your written acceptance there of, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for resolution of disputes under this contract, in accordance with the laws and jurisdiction of contract.

Dated this..... Day of..... 20.....

Signature..... In the capacity of

.....duly authorized to sign for

And on behalf of

(in block capitals).....

Appendix IV

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 - V

LITIGATION HISTORY

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

APPENDIX - VI

FINANCIAL DATA

(DULY CERTIFIED BY CHARTERED ACCOUNTANT)

	FY 21-22	FY 22-23	FY 23-24
Total assets			
Current assets			
Total Liability			
Current Liability			
Profit before taxes			
Profit after taxes			
Sales Turnover			

APPENDIX - VII

CHECK LIST

SI No	Description	Compliance
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO
6	TECHNICAL BID	YES/NO
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
8	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO
9	DEMAND DRAFT OF RS 1,180/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO
10	POWER OF ATTORNEY/ AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
11	FINANCIAL DATA IN TABULAR FORMAT	YES/NO
12	NO LITIGATION CERTIFICATE	YES/NO
13	NO BLACKLISTING CERTIFICATE	YES/NO

APPENDIX - VIII

FORMAT FOR PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To
BSES Rajdhani Power Limited

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

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

And whereas the value of the Contract is Rs. _____ (The Contract Value).

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

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

Now it is agreed as follows:

1. We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to _____ % of the Contract Value as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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



BSES RAJDHANI POWER LIMITED

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

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

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

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

Dated this Witness

day of 20..... at

1. For Bank

2. Signature
Name Power of Attorney No:

Banker's Seal

SECTION - VII

VENDOR CODE OF CONDUCT

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

I. Labour and Human Rights

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

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country,

whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

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

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

The health and safety standards are:

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

emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

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

III. Environmental

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

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.

- Chemical and Hazardous Materials -Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge• monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

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

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as an Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in• advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.

- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

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

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.
- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.

- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

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

SECTION - VIII

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF LED LUMINARIES

1. LED PACKAGES:

- a) Identical Ceramic Base High-Power single chip LED Packages are to be used in all lamps of any given wattage rating (Make, Order Code/ Part Number, Operating current and LUMINOUS EFFICACY at OPERATING CURRENT). Note- Multi Chip array, multi die, mid power, integrated arrays and COB type chip are not permitted and supply offered with this type of chip will be rejected.
- b) Operating current of LED (design): <70% of rated maximum forward current, limited to a minimum of 350 mA and maximum of 1000 mA.
- c) Wattage/ Luminous efficacy rating:
 - Wattage of LED Package-Design: One Watt Minimum to Five Watt Maximum
 - Wattage-at operating current: One Watt Minimum to Three Watt Maximum
 - Luminous efficacy :> =150Lumens/watt (at operating current (design) and Tj = 85 deg C).
- d) Colour Rendering Index(CRI) :> =70
- e) Correlated Colour Temperature (CCT): 5000K & 5700K Bin Only (ANSI). Bidder can use only LEDs from one Bin. Supplies from outside these ANSI Bins shall be rejected.
- f) Estimated Lifespan of LEDs:> 50,000 hours (at operating current(design) – Ref1.b, Case Temperature of 105 deg C w.r.t. Lumen maintenance of 70%, refer Clause 4 and 10.2 of IS:16103).
- g) Limits of the harmonic current to be as per IS: 16102 (Part 2): 2012 and IEC 61000- 3- 2 with Total Harmonic Distortion < 10% for the complete fixture.
- h) LED Chip shall compliance to IES: LM-8/ IS:16106 (Approved method for measuring lumen maintenance of LED light sources and LED lumen depreciation time to L70) Test report for same should be submitted.

Note: COB type LED chip is not acceptable

2. STREET LIGHT:

- a) System Efficacy (lumen/watt) : 130 lumen/ watt (minimum).
- b) Operating voltage: 110 - 320V with cut-off protection and self-restart feature in case of-over/ under-voltage and phase-to-phase voltage (High-Low Cut).If high-low cut-off protection is not provided, the Driver should be with a constant light output for a operating range of 140V to 270V and should be able to withstand 110V to 320V for 48 hrs and withstand 440V for 48hours-Light should be operational within 100V to 300V range.
- c) Driver:

- The Driver must have thermal protection against 75 °C Ambient temperature with internal surge protection of minimum 6KV. After 75°C the SPD shall be working and it should fall back to safe mode. Compliance to EN-55015 & EN-61547 (component levels only).
 - O/p current ripple < 5%.
 - Isolated Driver
 - Thermal Protection limit TC+15C, O/P current reduction by 15%.
 - The driver should be epoxy/ silicone/epoxy-silicone compound potted encapsulated within the light fixture that has separate optical & driver compartments. The fixture, with the encapsulated driver inside, must be IP-66 compliant. Asphalt based Potting compound is accepted but ONLY ASPHALT is not accepted. The potting material used should be flame resistant and be able to withstand operating field temperature of above 100 deg C & the compound used should be silicone or technical equivalent in moisture- resistance and insulation resistant to prevent flash-over and leakage current. The compound should be designed such that it provides good thermal dissipation, Sound deadening, Moisture resistance, adhesion & electrical insulation.
 - Bidder has to ensure to meet all Driver Reliability tests. Bidder also to provide spare drivers quantity equal to 5% quantity of the supplied lights quantity with each supply.
 - Fully Potted (epoxy/ silicone/ epoxy-silicone compound or equivalent) encapsulated universal electronic driver Registered under the Compulsory Registration Scheme (CRS) (Complied with Sr. No-25: DC or AC supplied Electronic Control Gear for LED Modules (Applicable IS: IS 15885 (Part-2/Sec-13):2012. & IS – 16104 for Performance).
 - The Driver must have thermal protection against 75 °C ambient temperature with internal surge protection of minimum 6 KV.
 - Luminaire along with driver should be IP-66 Compliant.
- d) Serviceability of LED Luminaire: The driver should be replaceable at site if required. Bidder to provide necessary training to workmen of implementation agency, at the time of supplies and during the contract period.
- e) LED Driver Efficiency : The efficiency shall be as follows: for wattage greater than 60W; Nominal efficiency should be minimum 90% and less than 60W efficiency should be Minimum 88%.
- f) Frequency: 50 Hz +/- 3 %.
- g) Power factor: > 0.95.
- h) CRI of Luminaries: >= 70.
- i) Housing: Pressure die cast aluminium alloy for guising (heat sink) for affective thermal management, sturdiness, excellence corrosion resistance, separate optical and control gear compartment for easy maintenance. i.e. The luminaries or designed in a way that there are two separate compartment one for optical assembly and another one for control gear compartment. Top maintainable control gear compartment ensure faster maintenance of drivers without compromising on optical compartment protection against water and dust (IP). Finishing of housing shall be polyester powder coated grey after phosphor chromate treatment.
- j) LED shall be mounted on heat sink conductive aluminium with fins to dissipate the heat to ambient air for affective thermal management.
- k) Length of LED Luminaire Cable: The length of the three core shielded supply cable for all types of LED luminaries must be minimum of 3 meters.

- l) Ambient Temperature: 10 to +50 Deg.C.
- m) Degree of protection (as per IS:10322): IP-66 across all wattages (Only single housing fixtures allowed).
- n) Lens/ Lens module for LEDs: LED Lights shall be provided with Lenses/ Lens modules. Lens should be of material resistant to de-gradation during service, due to atmospheric components, to avoid adverse impact on light output. Lens shall be bolted (and not pasted – However, bolted AND pasted/ snap-fit is acceptable) on to the MCPCB above the chips and the lens should be minimum IK07 impact resistant if it is also used as a lens cover. The type of Lenses suggested to be the following (Applicable for non-dimmable & dimmable LED luminaires). The minimum beam angle to be achieved for street-light applications is 135° along the road and 85° across the road:
 - For 40W LED streetlight and lower – Type1
 - For above 40W LED streetlight and below 130W LED streetlight – Type 1 OR 2
 - For above 130W LED streetlight and below 200W LED streetlight – Type 3
 - For High Bay and Flood Light application of 120W to 160W – Type 4
 - For High Bay and Flood Light application of above 160 W – Type 5 All the above types as per IESNA for street lights. The manufacturer is required to meet the uniformity requirements as per table given below under all circumstances.
- o) Cover Glass/ Lens Cover: Glass – Distortion free, clear, heat resistant & UV stabilized glass; Lens Cover – Lens should be of material non-degradable during service, due to atmospheric components, to avoid adverse impact on light output.
- p) Cover Frame: Tempered protective custom molded polycarbonate diffuser, thermal shock and impact resistance (IK-08) fixed to the housing by means of SS309 stainless steel screws.
- q) Internal Voltage Surge protection: Relevant clause of internal surge protection in the tender may be referred.
- r) Applicable Standard: IS:16107 read along with relevant IS Standards referred to within IS:16107.
- s) Life of the Street Light: Minimum 50,000 hours (Refer Clause 10 of IS:16107 (Part2/ Sec 1).
- t) Luminaire Body Temp should not exceed 30 deg. C from ambient (45 deg. C) with tolerance of 10 deg C after 24 Hrs.
- u) Heat Dissipation/ Heat Sink: INSITU/ Thermal Test will cover this parameter. This value shall not exceed junction temperature of Tj (85 deg C) (Specified in LM80 report at which life > 50000 hrs).
- v) Manufacturer shall submit the Photo Biological Safety Test Report for the LEDs as per IEC/62471 and assessment of blue light as per IEC/TR62778 — Ed.1.0 at the time of the bid.
- w) Protection from Voltage surges (SPD):
Bidders must provide appropriate surge protection arrangement, at each Street Light, to protect the Street Light from switching surges, which are expected/ prevalent in Street Light supply networks in India. No claim for failure of Street Lights, on account of voltage surges other than Lightning surges, will be considered. Additionally, as per ANSI C 136.2-2014/ UL-1449/ IEC 61643-11, External Surge protection (SPD) with Thermal Protection(TMOVs) or equivalent thermal protection of minimum 10kA rating with capability to withstand a minimum of 25 pulses of each 20KV/ 10KA in all three modes L-N, N-E & L-E i.e. total 75 pulses of 20 KV with 2 Ohms source impedance for the 10KA current to be separately installed (fixed with screws) within each fixture with IP protection for incoming and outgoing wires on SPD and Light. 2 Ohm source impedance for L-N, 120hm for L/N-E. Max Voltage protection level L-N = 1.5KV; L/N-E =2.5KV. SPD should offer surge protection to both driver & IoT Nodes.

Alternatively, Bidder may provide external SPD inside the driver compartment or special enclosed compartment adjoining the driver compartment or adjoining it with proper fixing (bolting / DIN rail arrangement) for SPD inside. The same shall be certified from independent lab and follow IEC 62305 & IEC 61643-11-2011. Successful Bidder is responsible for right selection of SPD. The SPDs should be designed and so connected to the street light that in case the SPD fails, the power connection to street light is cut-off.

x) Protection from Over Voltage:

The Street Lights should have constant light output for 120V to 270V range and shall be suitable for operation within the input supply voltage range of 100-300V specified. Bidder is also responsible for providing all lights with over/ under-voltage protection as well as cut-off and re-start feature in case of phase-to-phase voltage which protects the light from high voltage (High-Low cut). If High-low cut is not provided, the light should have a constant light output for a operating range of 140V-270V and should be able to withstand 110V-320V for 48 hrs and phase-to- phase voltage (440 V) for a period of minimum 48 hours. Light should be operational within 100 V - 300 V range.

y) Fixing arrangement/ Focusing of the Street Lights:

Bidders should make suitable provision/ adaptors/ adjustment in LED street lights housing suitable on bracket/ pole top of existing Pole infrastructure during installation/ replacement/ maintenance to ensure that major portion of light from Street Light is reasonably focused on to the center of the road and not outside the road. Charges for the tilt-able adaptor shall be included in the quoted price. Any supplies without this adaptor shall be rejected.

z) Tilt-able adapter for adjustment of boom angle (0°-90°) which shall fit to any size of the arm. Supplies without tilt-able adaptor, mounted on light housing, shall be rejected.

aa) Pole entry/ Retro Fitting: suitable for fixing in existing lighting pole with bracket and locking bolt & Nut.

bb) Wiring Connections: Considering the frequent connection/ wire joint failures, in case of Street Lights connected to Overhead Aluminum Conductors of supply network in the past from some of the locations in general, special focus is required to be given in this regard to avoid high number of connection/ joint failures which may lead to high number of non-glowing lights on this account and associated maintenance issues (delays and cost) which are avoidable.

cc) Successful bidder shall obtain the details of existing wiring arrangement i.e., either use of aluminum wire from O/H conductor to Street Light or aluminum wire from O/H conductor jointed to copper wire from Street Light. Successful bidder is advised to decide, based on their experience, information and assessment on the connection arrangement, between LED Lights to overhead aluminum conductors of supply network, to be adopted. The probability of connection/joint failures in the place of each type of existing connection arrangement, considering the issues such as susceptibility of aluminum wire to snapping, possibility of corrosion failures of aluminum wires in areas wherever applicable, reported problem with aluminum to copper joints, etc. may be considered before finalizing the connection arrangement. LED street lights shall be supplied pre-fitted with SPD from factory along with the suitable wire, glands, crimped ferrules/ thimbles/ connectors (for Copper-to- Copper connections) and bi-metallic connectors on supply/ phase jumper-side as per the connection arrangement decided by the successful bidder.

dd) The Luminaire casing shall carry MCD labels in MCD approved requisite sizing as to ensure clear visibility from the ground level below the light (i.e. from a vertical distance of 6-12 M).

ee) Each Street Light casing shall be provided with a unique serial number to be engraved or embossed on the enclosure of LED Street Light.

- ff) The Street Light shall be built in such a way that it can withstand wind speeds of 150 Kmph. NABL accredited lab report as per IEC/ ES:62262:2002 or International Lab of equivalent accreditation supporting the same shall be furnished by the manufacturer. (Impact resistance \geq IK07).
- gg) Variation in Driver output (Voltage & Current) at 110V and 320V w.r.t. values at rated Voltage of 240V shall be within permissible limits as per IS: 16104 (Cl: 7.2).
- hh) All raw materials shall confirm to the National Lighting Code SP72:2010.

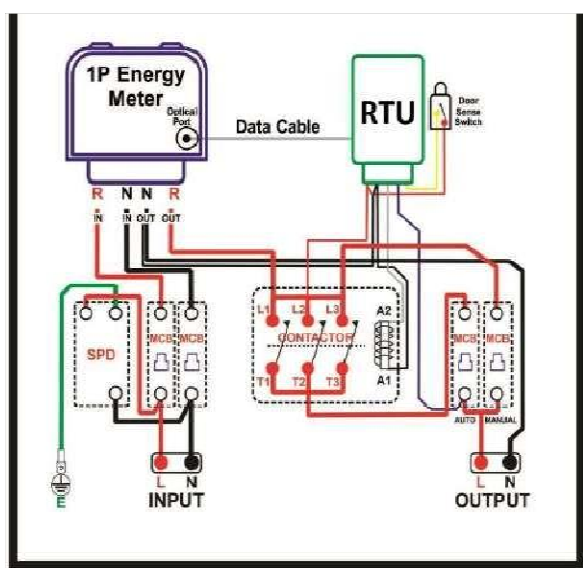
TECHNICAL SPECIFICATIONS OF CCMS FOR SINGLE PHASE AND THREE PHASE.

1. Configuration: System with communication system and centralized control and monitoring (cluster / group control)
 - 1.1 Features:
 - 1.1.1 Controller and Metering Unit
 - Schedule the timing of lights (pre-programmed based on astronomical clock or on field or through central control)
 - ON/ OFF Switch (on field or centrally)
 - CCMS System for
 - Capture the energy usage and other parameters at pre-determined interval and store data for 30 days.
 - Ability to connect with a communication device.
 - Ability to download data in field.
 - System protection against surges
 - Ability to upgrade firmware remotely OTA or on field using a communication device.
 - 1.1.2 Enclosure:
 - Enclosures should be made of fire-retardant FRP/SMC/Steel material and with impact resistance of IK10 & IP 65.
 - The enclosure shall be of 2.5mm thickness and must have sufficient space to facilitate access to terminals and other items during commissioning and maintenance.
 - The single-phase model of CCMS shall have dimensions of 400mm H x 300 mm W and 200 mm Depth.
 - The 3-phase model shall have dimensions of 530 mm H x 450 mm W and 200 mm Depth.
 - The enclosure must have a door constructed with rubber beadings constructed to give a water tight compartment.
 - The enclosure must have a rectangular cut out with UV protected Poly Carbonate window cover to facilitate meter reading and for ambient light entry to the Photo-sensor unit. The enclosure must be rust proof, termite proof, and water tight and non-hygroscopic in nature and shall conform to IP65.
 - The enclosure box must have a standard lock which cannot be opened by commonly available tools. SS309 will be reference materials for Lock.
 - MCD shall be providing the design and size/ specification of sticker including the logo after the award of work. For placement of sticker, an area of 9"X7" should be available on the front of the box.

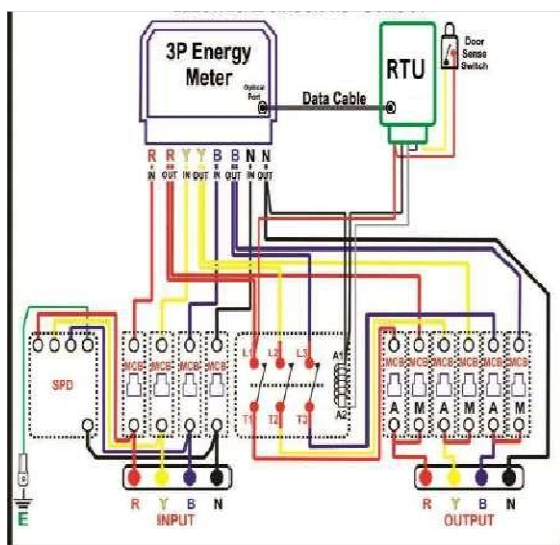
- Wiring inside the enclosure box should be done neatly with proper use of connectors & numbering with use of Ferrules and cables should be run in a PVC duct to the extent possible. The enclosure should have theft control mechanism by generating alerts when opened or if the unit experiences motion of any kind beyond a configured threshold.

1.1.3 The general layout and electrical circuit of the CCMS:

- The CCMS shall be built on the principle of uniformity and interchangeability of parts of any Successful Bidder at any time to meet and shall follow the following electrical circuit in construction of a single-phase model.



- The electrical diagram for a three-phase model shall be as follows to facilitate an easy interchangeability of any part by any Successful Bidder at any time during the life of the project.



1.1.4 Communication Module:

- Ability to communicate securely with via-cellular networks (GSM/ GPRS) and/or RF networks.
- Communication technology between CCMS unit and central server should be capable to run 2G/ 3G/ 4G as per availability in the site during the project period.
- Two-way communicator
- Ability to send data regarding energy usage, ON/OFF status etc. from controller.
- Ability to give commands from a central level for switching ON/OFF scheduling etc. The software for CCMS UI should have provision for providing dimming in case same is provided in the lights.
- Ability to upgrade firmware remotely OTA or on field using a communication device.

1.1.5 Software

- A web-based/ mobile based software package with a detailed information dashboard.
- Ability to show the status of each controller on the dashboard.
- Inter-operability of all support services related to CCMS units.
- Ability to schedule and switch ON/OFF controllers remotely through the dashboard.
- Reports in form of matrix as well as graphical representation Incorporate logics to determine fault detection at switching point level and power thefts and execute a user defined Standard Operating procedure to aid in issue remediation.
- Feed-in CCMS raw data to the central repository. The development/ change in the program/ schedulers to feed-in data to MCD central repository is in the scope of bidders.
- Dedicated server either on cloud or on-premises with sufficient resources to process and feed-in the data in a timely and regular manner without any fail.
- Dedicated ITSPOC of successful bidder will work in co-ordination with MCD's nodal person to sync CCMS data with MCD central repository.
- MCD may get the bidders IT system audited for security/ compliance at anytime during the currency of the contract.

1.1.6 Hardware

- Server uptime should be minimum 99.99% with disaster backup and sufficient storage capacity and processing power to ensure stable operation of CCMS throughout the contract period. Maintenance of the server and software is the responsibility of the Successful Bidder.

1.1.7 Specifications

- Single phase (240 Volt P-N, Whole Current, Class 1.0) or a Three phase system(Wires3 240Volts P-N, Whole Current,Class1.0) electronic controller and energy controller compiled as per IS:13779 & CBIP-88 with add on MCB.
- Single phase or three phase system electronic controller and energy controller compiled as per the respective IS/ IEC for each sub-component of the CCMS with add on MCB. Rating of the CCMS units for each phase (including rating of safety equipment's MCB, Relay, etc. and as per Amps, wire rating should also be noted) should be

- a) For 20% quantity of CCMS units - 32 Amps of connected load to each phase is to be considered
- b) For 40% quantity of CCMS units - 63 Amps of connected load to each phase is to be considered
- c) For the remaining 40% quantity of CCMS Units - 100 Amps of connected load to each phase is to be considered.
- Controller is also compatible for remote communication using GPRS/ GSM modem for operations like controller data downloading, & relay ON-OFF for maintenance purpose. Controller Records events like supply ON-OFF and relay ON-OFF for analysis etc.
- The controller should be type tested in a NABL certified Lab.
- The controller should be interfaced with a communication module which would wirelessly transmit data recorded to a dedicated server or on cloud-based architecture. The communication module also relays commands to schedule and control the cluster of street lights.

Street Light Controller

Rated Electrical Parameter

Sl. No.	Items	Specified Operating Range
1	Connection type	System for Single Phase/Three Phase Switching points
2	Voltage	240volts P-N (+20% to 40%) Vref. on each phase
3	Current	Based on the above mentioned CCMS ratings (Withstands 120 % Imax), Starting current - 0.2 % Ib
4	Frequency	50Hz \pm 5% (47.5to52.5)Hz
5	Power Factor	Zero(lag)-Unity-Zero (Lead)
6	Accuracy	1.0
7	Withstand Voltage	440V up-to 5 minutes between Phase – Phase
8	Rating	Rating of the CCMS units for each phase (including rating of safety equipment's- MCB, Relay, etc.) should be as per requirement at site.

Functional Specifications

Sl. No.	Function/ Feature	Details
1	Input / Output Data	<p>The CCMS unit Should be able to capture (record) and provide the following parameters at variable time- intervals.</p> <ul style="list-style-type: none"> • Cumulative Active Energy • Average Power Factor • Power on hours • Monthly Load on/off <p>Controller has the provision to store last 30 days data at one hour interval. All these data is accessible for reading, recording by downloading through HHT (Hand Held Unit) through optical port or USB/ Bluetooth given on controller front. For HHT, a smartphone-based solution for collecting/ accessing data is also acceptable.</p>
2	RTC	<p>The controller has a built-in calendar & clock, having an accuracy of +/- 1 minute per year or better, however meter may confirm to accuracy as per IS 13779. A separate internal Lithium battery back-up is provided for continuous operation of controller RTC for 7 years under controller un-</p>

		powered conditions. Additionally, the controller should have a built in GPS module-based clock and calendar.
3	Tampers	Following tampers are logged with occurrence and restoration in FIFO manner: <ul style="list-style-type: none"> • Low Load • Over load • Low Power Factor • Under voltage • Over voltage • Magnet
4	Astronomical Calendar	On the basis of latitude and longitude of the installation for switching operation place controller itself decides switch on –off timings.
5	Maintenance Mode	In case of any emergency or for maintenance purpose, switching can be done using keypad -before operation password has to be punched using keypad. For maintenance, the interface for data access should be available. Additionally, a bypass MCB may provide an emergency operation mode bypassing the controller totally.
6	Switch Weld & Switch	When Switch “on” operation failed condition is logged Fail events as switch fail event and when Switch “off” operation fails condition is logged as switch weld event/ external short circuit.
7	Switch on–off	Switching events with the following reasons will be operation events logged: <ul style="list-style-type: none"> • Timed operation- As per astronomical calendar • Unscheduled operation – In maintenance mode Event based like on over current, overload switching All the above events will be sent to the server and in case of failure of communication. The Last 20 events will be logged in controller.
8	Power on-off events	Last 20 power on-off events with power off duration will be logged.
9	Separate Energy	Last 20 events of maintenance mode with snap of Consumption energy register and date/ time is logged in meter registration for unscheduled switch on period. In BCS, with these events, duration of these events and energy consumption during that period is also shown.
10	Switching on Overload /Over current	Controller will continue monitor over current & overload condition against the threshold defined in Controller and if condition persist for predefined time period (default 5 minutes) then disconnection of switch will occur provided the overload is within 150% of the threshold defined. Controller will reconnect the switch after some predefined time interval (default 10 minutes) and will check again for the event condition, if condition persist again, switch will disconnect again else will run normally. In case of disconnection, controller will try for defined trial count (default 5 count) and after that will disconnect the switch for long defined sleep period (default 30 minutes). After sleep period switch reconnect, activity will restart in same described manner. Every switching operation will be logged in meter.
11	LED	Flashing RED LED is provided on controller front

12	Communication	Controller stored data can be downloaded through its optical port or USB using HHT (Hand held Unit) or directly by Laptop using Base computer software. Controller should be able to interface with the communication module through a serial port/ Bluetooth/ LoRa.
13	Programmable Scheduling	The schedule for light operations can be programmed on field or during installation overriding the Astroclock.
14	Operating temperature	0 Deg C to 70 Deg C
15	Storage temperature	(-)20 Deg C to 80 Deg C
16	Humidity	95% non-condensing

Display and keypad:

- LCD (Six Digits, 10mm*5mm, backlit) is provided to display the controller parameters. Additionally, a mobile based app may facilitate using the mobile screen to display the controller parameters.
- A keypad/ optical/ USB port/ Bluetooth/ suitable interface should be provided to access the information stored in the module and system programming
- Hand Held Unit should be universal & have a provision for secure login.
-

Constructional Specifications:

Sl. No.	Description	Details
1	Controller Sealing	Energy Meter sealing as per IS 13779 and CEA Metering Regulation 2006
2	Guarantee	7 years
3	Insulation	Withstand an insulation test of 4 KV and impulse test at 6 KV
4	Resistance of heat and fire	The terminal block and Controller case have safety against the spread of fire. They will not be ignited by thermal overload of live parts in contact with them as per the relevant IS 13779.

Latching Relay/ Bi-Stable Switch/ Isolation device/ MCB

- Should conform to IEC -61036/61037 Contactor
- Contactor confirming to relevant IEC/IS Standard. Alternatively, an MCB may replace a contactor as a power switch.

MCB

- Should conform to IEC-60898
- MCB along with design for protection & auto-recovery/ self-healing is mandatory.

Controller Gateway (Communication Module)

Sl. No.	Function/ Feature	Details
1	Power Supply	240 VAC
2	Mobile/ GSM/ GPRS	Quad band 850/900/1800/1900 MHz Communication Network

3	Communication Method	TCP – IP via GPRS / 3G and/ or RFSMS
4	Status of SIM	Based on LED on the module

Features:

- Remote ON/OFF in case bad weather, maintenance or emergency
- Remote RTC Synchronization of Street Light Controller
- Communications should be encrypted by 128-bit encryption.
- Alert message in pre-defined abnormal system conditions through SMS and Whatsapp/ email/ Mobile app to concern site supervisor/ in-charge, relevant authorities and mobile/ web-based application through GSM/ GPRS/ RF for:
 - Phase-wise currents on crossing threshold values*
 - Phase-wise voltages on crossing threshold values*
 - MCB Trips
 - Theft alerts
 - Group failure of lights
 - No output supplies
 - Disconnected CCMS (Network failure beyond pre-defined time)