



BSES RAJDHANI POWER LIMITED

NOTICE INVITING TENDER (NIT)

**Design, Supply, Erection, Installation, Testing,
Commissioning & Handing over of IoT-enabled
Low tension (LT) Feeder monitoring system at
Janakpuri Division, BRPL New Delhi**

**NIT NO: CMC/BR/26-27/FK/PR/KG/1347 dtd
24.03.2026**

Due Date for Submission: 13/04/2026 1600Hrs

BSES RAJDHANI POWER LTD (BRPL)

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: www.bsedelhi.com

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VOLUME – I: INFORMATION TO BIDDER (ITB)

BSES

SECTION – I: REQUEST FOR QUOTATION**1.00 EVENT INFORMATION**

1.01 BSES Rajdhani Power Ltd (hereinafter referred to as "BRPL") invites sealed tenders in 2 envelopes for following scope of work:

Table 1

S. No.	Description	Estimated Cost (₹ Crore)	EMD Amount (₹ Lakh)	Delivery At
1	Design, Supply, Erection, Installation, Testing, Commissioning & Handing over of IoT-enabled Low tension (LT) Feeder monitoring system at Janakpuri Division, BRPL New Delhi	4.2 Cr	8.4 Lakhs	Delhi Store(s)/ Site(s)

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

1.02 The tender document can be downloaded from our website www.bsesdelhi.com by navigating to → **BSES RAJDHANI POWER LTD** → **Tender** → **Open Tenders** to view and participate in the tender.

1.03 **Tender Fee:** The bidder must compulsorily submit the non-refundable tender fee of ₹ 1,180/- either as a demand draft or via online transfer through IMPS, NEFT, or RTGS to cover the cost of bid documents. Bids submitted without the Tender fee will be rejected.

1.04 **Earnest Money Deposit (EMD)** as specified in Table 1, must be valid for 120 days from the bid submission due date. It should be submitted in the form of BG, FD, or online transfer of the required amount through IMPS, NEFT, or RTGS. Bids submitted without the EMD will be rejected.

1.05 Time Schedule

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BRPL Website	25.03.2026
2	Date & Time of Pre-Bid Meeting. Pre-Bid Meeting will be hosted online also. Link is shared below.	27.03.2026, 15:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	31.03.2026 up to 18:00 Hours
4	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	13.04.2026, 1500HRS
5	Date & Time of Opening of PART A – EMD and Technical Bid	13.04.2026, 1600HRS

Pre-bid meeting Link:

<https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=m2ecbc485b1cf32c8bb6dbd98f53464e9>

Friday, March 27, 2026 2:30 PM | 3 hours 30 minutes | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2510 250 9275



BSES RAJDHANI POWER LIMITED

Note: In the event of the last date specified for submission of bids and the date of opening of bids is declared as a closed holiday for the BSES office, the last date of submission of bids and date of opening of bids will be the following working day at the appointed times.

1.06 The Bid shall be submitted in two (02) parts as detailed below:

- **Part A - Techno Commercial Bid**
- **Part B - Financial (Price) Bid**

Bids will be received up to 13/04/2026 1500 HRS at the address given below. Part A of the Bid shall be opened on 13/04/2026 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.

**Head of Department
Contracts & Materials Deptt.
BSES Rajdhani Power Ltd
Nehru Place
New Delhi 110019**

It shall be the sole responsibility of the bidder to ensure that the bid documents reach the above office on or before the last date and time specified.

All envelopes shall be duly super scribed "**Design, Supply, Erection, Installation, Testing, Commissioning & Handing over of IoT-enabled Low tension (LT) Feeder monitoring system at Janakpuri Division, BRPL New Delhi against NIT NO: CMC/BR/26-27/FK/PR/KG/1347 dtd 24.03.2026**".

1.07 BSES Rajdhani Power Ltd reserves the right to accept or reject any or all tenders without assigning any reason thereof in the event of the following:

- Tender is received after the due date and time.
- Tender fee of requisite value is not submitted.
- Earnest Money Deposit (EMD)** as per Table no.1 is not deposited in shape of FD/Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- Financial Bid, as per the prescribed Price Schedule, is not submitted.
- The bid is incomplete in any respect.
- The required documents in support of the Qualification Requirements mentioned in Section 1, Clause 2.0 of this Tender Document are not furnished.
- Complete documents and details as per the Bid Index for Part-A (Technical Bid) at Appendix I – Annexure 1.01 & Appendix II – Annexure 2.06 are not enclosed.
- Filled in Schedule of Deviations as per Annexure is not submitted.

2.00 QUALIFICATION CRITERIA

2.01 Technical Criteria:

SI No.	Clause	Criteria	Documents to be submitted by Bidder
1	OEM / EPC	The bidder should be the Original Equipment Manufacturer (OEM) or Original Design Manufacturer (ODM) of IOT Sensors/ the offered IoT-enabled LT Feeder Monitoring System OR	i. OEM Manufacturing and factory incorporation certificate /Undertaking ii. Authorization & backup

		<p>The bidder shall be an authorized channel partner/system integrator of OEM/ODM. If the Bidder is an authorized channel partner of OEM/ODM, a letter of authorization from OEM/ODM shall be submitted along with the bid. Also, such bidder shall submit a backup warranty from OEM/ODM along with bid on NIT terms and condition</p> <p>OR</p> <p>An EPC Contractor having experience in integration of field monitoring devices with a central monitoring platform / SCADA / IoT platform / cloud platform.</p>	<p>warranty from OEM/ODM (If applicable)</p> <p>iii. The details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished by OEM.</p>
2	Experience	<p>The Original Equipment Manufacturer (OEM) or Original Design Manufacturer (ODM) or authorized channel partner of OEM/ODM should have supplied at least 100 no's substation monitoring devices to utilities in India or abroad.</p> <p>OR</p> <p>The bidder/OEM shall have successfully supplied and commissioned at least one IOT-based electrical monitoring systems such as feeder monitoring, transformer monitoring, substation monitoring, or similar smart grid / IoT monitoring systems during the last five (5) years in utility/SEB/PSU/Govt. organization. Please furnish list of customers & projects.</p> <p>In case the bidder has a previous association with BRPL/BYPL for similar product and service, their experience shall be considered.</p>	<p>i. Summary list of executed</p> <p>ii. Purchase orders</p> <p>iii. Purchase order copies</p> <p>iv. Material delivery clearance</p> <p>v. certificate copy or Invoice Copies or Delivery completion</p> <p>vi. Performance certificate</p>
3	Performance Certificate	<p>The bidder/OEM shall have at least one performance certificate for Supply & ITC of similar project and such project shall be in successful operation for a minimum period of one (1) year as on the date of bid submission.</p> <p>In case the bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.</p>	Performance Certificates
4	Backup support by OEMs	<p>The bidder or its authorized Service Partner should have servicing, repairing, testing & refurbishment facility in Delhi-NCR with necessary spares and testing equipment for providing prompt after-sales service. In case of authorized channel partner undertaking from OEM/ODM is also required as a backup to provide after-sales services.</p> <p>In case bidder is not having this Set-up in Delhi-NCR, Bidder shall give the undertaking that it will be opened by them or its authorized Service Partner before the start of the work at site.</p>	<p>Relevant Details/Certificates/ Undertaking (Details of the set-up available shall be brought out in the offer.</p> <p>The bidder shall also submit an undertaking along with the bid confirming the infrastructure details submitted.</p>
5	ISO	The bidder must possess valid ISO 9001:2015	Valid copy of Certification

		certification or above.	
6	Electrical License	The bidder should possess valid Electrical Contractor License issued by the competent statutory agency to undertake work in NCT Delhi. In case the bidder is not having this license, suitable sub-contractor having a 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 OR the Bidder to give the undertaking that it will be obtained by them before the start of the work at the site	<ul style="list-style-type: none"> i. Electrical Contractor License Copy ii. Undertaking if not available

In case the bidder is an authorized channel partner of OEM/ODM, then documents of OEM/ODM can be furnished by the bidder against above points no 1 to 5.

Bidders with experience in LT IoT device deployments who do not fully meet the above criteria may opt for a PoC, to be completed within 15 days. They shall undertake the Supply, Installation, Testing and Commissioning (SITC) of LT IoT devices across at least 10 LT Feeders and demonstrate successful integration of device data with BRPL Digital Platform. The PoC must validate accurate data capture, communication reliability and seamless mapping within the target systems.

2.02 Commercial Criteria:

SI No.	Clause	Criteria	Documents to be submitted by Bidder
7	Turnover	Bidder should have an Average Annual Sales Turnover of ₹ 1 Cr or more in any one of the last three (3) Financial Years (i.e., FY 2023-24, 2024-25 & 2025-26). Bidder can furnish CA certified FY 25-26 provisional certificate.	Balance Sheet / Duly certified CA certificate to be submitted
8	Litigation	The Bidder shall submit an undertaking that "No Litigation" is pending with the BRPL or its Group/Associates Companies as on date of bid opening.	Self-Undertaking
9	Blacklisting	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on date of bid opening.	Self-Undertaking
10	Statutory Documents	The bidder must have valid PAN No., and GST Registration Number, in addition to other statutory compliances. The bidder must submit copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/ Self Undertaking

BRPL reserves all the rights to award the contract to one or more bidders to meet the Project execution requirement or depending on the contractors' turnover, execution capabilities & past performance. The decision shall be as per BRPL discretion and Vendor has to abide by the same. **The Award Value shall not exceed Contractor's Turnover in last financial year.** BRPL also reserves the right to nullify the award decision without citing any reason

Notwithstanding anything stated above, the Purchaser reserves the right to assess the 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.

3.00 BIDDING AND AWARD PROCESS

Bidders are requested to submit their offer strictly in line with this tender document. Normally, the deviations to tender terms are not admissible and the bids with deviations are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still, in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the "Annexure - Schedule of Deviations" and the same shall be submitted as a part of the Technical Bid.

3.01 BID SUBMISSION

The bidders are required to submit the bids in 2(two) parts to the following address

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

PART A: TECHNICAL BID comprising of the following, do not contain any cost information whatsoever and shall be submitted within the due date:

S. No.	Descriptions	Type of Documents/Format
A.1	Bid Details	
1	Bid Index for Part-A (Technical Bid)	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	Cover Letter, if any	Standard Format
3	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	Tender Fee	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	EMD	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	Power-of-Attorney/ Authorization Letter	In the standard stamp paper/letter
A.2	Technical Bid	
7	Communication Details of the Bidder	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	Manufacturer Authorization Form (as applicable)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	Technical Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	Schedule of Deviations - Technical	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11

11	Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification	Bidder shall submit duly filled GTP with all Technical documents
12	Technical Drawings as per specification	Bidder shall submit all Drawings as per the specification
13	Type Test Reports	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12
14	Sample Submission Details (if applicable as per specification)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13
15	Product Catalogue (If applicable)	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	Manufacturer's Quality Assurance Plan	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	Other drawings/ documents mentioned in technical specification	Bidders shall submit a copy of documents in their technical bids in support of technical specifications
18	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
A.3 Commercial Bid		
19	Company Profile, Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	Commercial Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	Undertakings	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	Schedule of Deviations - Commercial	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	Acceptance Form For Participation in Reverse Auction Event	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	Commercial Terms and Conditions	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.06
25	Un price Bid Duly Signed	Item wise marked as "Quoted" & Duly Signed Un price Bid as per enclosed format at VOLUME – II - FINANCIAL BID (PRICE FORMAT)
26	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B: FINANCIAL BID comprising of

- Price strictly in the Format enclosed at VOLUME – II - FINANCIAL BID (PRICE FORMAT) indicating Break up of basic price, taxes & duties, etc.
- The Bidder has to submit the item-wise price bifurcation in the bid. An unpriced copy must be attached with the Part A (Technical Bid).

This will be opened internally after techno-commercial evaluation and only of the qualified bidders.

REVERSE AUCTION CLAUSE: Purchaser reserves the right to use the reverse auction as an optional tool through SAP-SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction. **Reverse Auction shall be conducted sub-division wise, for the Total Landed Cost (including supply, services and AMC).**

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

Notwithstanding anything stated above, the Purchaser reserves the right to assess the 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. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

BIDS RECEIVED AFTER THE DUE DATE AND TIME MAY BE LIABLE FOR REJECTION

4.00 AWARD DECISION

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

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

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

4.04 Contract Price/Rate shall remain "FIRM" till the validity of the Contract.

4.05 Quantity Variation: The purchaser reserves the right to vary the quantity based on the actual requirements.

5.00 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules before participating. In addition to other remedies available, we reserve 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 & Conditions. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restrict a bidder to the 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.

6.00 SUPPLIER CONFIDENTIALITY

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

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



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

7.00 CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 1st Floor, A-Block, BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019	Anupam Kumar AsVP (CES)	Anupam.o.kumar@reliancegroupindia.com
	Deepti Sharma Addl. VP (HOD-CES)	Deepti.r.sharma@reliancegroupindia.com
Commercial		
CES Dept. 1st Floor, C & D-Block, BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019	Kumar Gaurav GM (C&M)	Kumar.ga.gaurav@reliancegroupindia.com
	Pankaj Goyal AsVP (Head-Procurement)	pankaj.goyal@reliancegroupindia.com
	Fauzia Khalid SVP (HOD-C&M)	fauzia.khalid@reliancegroupindia.com

SECTION – II: INSTRUCTION TO BIDDERS**A. GENERAL**

1.00 BSES Rajdhani Power Ltd, hereinafter referred to as "The Purchaser" is desirous of awarding work for " Design, Supply, Erection, Installation, Testing, Commissioning & Handing over of IoT-enabled Low tension (LT) Feeder monitoring system at Janakpuri Division, BRPL New Delhi including Comprehensive 5 years AMC" to single/multiple contractors.

2.00 SCOPE OF WORK

2.01 The scope of work under this contract shall include the execution on End to End Basis, including but not limited to Design, Engineering, Manufacture, Shop Testing, Inspection, Packing, Dispatch, Supply, Loading, Unloading, Storage At Site, Assembly, Erection, Complete Pre-Commissioning Checks, Testing & Commissioning at Site, Obtaining Statutory Clearance & Certification From Electrical Inspector, if applicable, Handing Over and Comprehensive 5 years AMC of Complete Project Covered Under Scope Of this tender To BSES Rajdhani Power Ltd. (BRPL) including comprehensive Marine cum Storage cum Erection Insurance Policy (MSE). Refer Technical Specifications for complete understanding of scope of work.

Single purchase order will be placed for Supply & Services (ETC) which inter-alia includes the Scope of Work as mentioned/required.

3.00 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its 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 interest.

3.02 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.

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

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

4.00 COST OF BIDDING

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



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B. BIDDING DOCUMENTS

5.00 BIDDING DOCUMENTS

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

6.00 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time before the deadline for submission of Bids, the Purchaser may for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on the website www.bsesdelhi.com and the same will be binding on them.
- 6.03 To afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum on the website www.bsesdelhi.com
- 6.04 Purchaser shall reserve the rights to the following:
- a) Extend the due date of submission,
 - b) Modify the tender document in part/whole,
 - c) Cancel the entire tender

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

C. PREPARATION OF BIDS

7.00 LANGUAGE OF BID

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

8.00 DOCUMENTS COMPRISING THE BID

- 8.01 The Bid prepared and submitted by the Bidder shall comprise the following components:
- (a) All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender. Tender documents duly stamped and signed on each page by an authorized signatory.
 - (b) PART A - Technical Bid and
 - (c) PART B - Financial Bid

9.00 BID FORM

- 9.01 The Bidder shall submit the Bid Form with the Bidding Documents.

10.00 EMD

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

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

- (a) Bank Guarantee drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi or
- (b) Fixed Deposit (lien marked in favour of BSES Rajdhani Power Limited) payable at Delhi.
- (c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BRPL account mentioned herein in Appendix II – 2.02 BRPL BANK DETAILS WITH IFSC CODE.

EMD shall be valid for One Hundred Twenty (120) days after the due date of submission drawn in favour of BSES Rajdhani Power Ltd.

The EMD may be forfeited in the case of:

- (a) the Bidder withdraws its bid during the period of specified bid validity
- or
- (b) if in the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order/Work Order, or
 - (ii) Furnish the required performance security BG.

11.00 BID PRICES

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

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

11.03 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.**

12.00 BID CURRENCIES

12.01 Prices shall be quoted in Indian Rupees Only.

13.00 PERIOD OF VALIDITY OF BIDS

13.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.

13.02 Notwithstanding Clause 13.01 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.



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14.00 ALTERNATIVE BIDS

14.01 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.

15.00 FORMAT AND SIGNING OF BID

15.01 The original Bid Form and accompanying documents, must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

15.02 The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

15.03 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 initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

16.00 SEALING AND MARKING OF BIDS

16.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

16.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BRPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — "Tender No. & Due date of opening".

16.03 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.

17.00 DEADLINE FOR SUBMISSION OF BIDS

17.01 The Bid must be received by the Purchaser on or before the due date & time of submission.

17.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be



BSES RAJDHANI POWER LIMITED
subject to the deadline as extended.

18.00 ONE BID PER BIDDER

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

19.00 LATE BIDS

19.01 No Bid will be received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 17.0.

20.00 MODIFICATIONS AND WITHDRAWAL OF BIDS

20.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's due date & time of submission subject to any corrigendum/addendum/modifications in the tender documents uploaded to the website.

E. EVALUATION OF BID

21.00 PROCESS TO BE CONFIDENTIAL

21.01 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.

22.00 CLARIFICATION OF BIDS

22.01 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.

23.00 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

23.01 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 to verify the documents submitted in support of qualification criteria.

23.02 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.

23.03 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.

23.04 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.



BSES RAJDHANI POWER LIMITED

24.00 EVALUATION AND COMPARISON OF BIDS

- 24.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 24.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will be evaluated.
- Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

- 24.03 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:

- (a) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in the Bidding Documents shall be evaluated. **The Purchaser may make its own assessment of the cost of any deviation to ensure a fair comparison of Bids.**

- 24.04 Any price adjustments that result from the above procedures shall be added for comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

25.00 CONTACTING THE PURCHASER

- 25.01 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.
- 25.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, dbid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

- 26.01 Submission of bids shall not automatically construe qualification for evaluation. 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 the award of the 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.

27.00 AWARD OF CONTRACT

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



BSES RAJDHANI POWER LIMITED

distribute the entire tender quantity at its own discretion without citing any reasons thereof.

27.02 The Purchaser intends to issue Composite Order which will includes the Scope of Work as mentioned/required in the NIT viz.

- a) Supply
- b) Installation/Erection, Testing & Commissioning

28.00 THE PURCHASER'S RIGHT TO VARY QUANTITIES

28.01 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.

29.00 LETTER OF INTENT/ NOTIFICATION OF AWARD

29.01 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 the issue of the letter of intent /Notification of Award by Purchaser.

30.00 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

30.01 Within 28 days of the receipt of Letter of Intent/Notification of Award from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee towards faithful performance of Contract for an amount of 10% (Ten percent) of the Total Contract Price (including GST). The Performance Bond shall be valid up to contract completion plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

31.00 CORRUPT OR FRAUDULENT PRACTICES

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

- (a) Defines, for this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period, 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.

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



BSES RAJDHANI POWER LIMITED

32.00 STATUTORY GUIDELINES & REGULATIONS

32.01 The bidder shall make himself fully aware & familiarize himself with all applicable laws/guidelines/regulations.

33.00 SAFETY

33.01 Safety related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <http://www.bsesdelhi.com>. All bidders shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

34.00 PRIORITY OF CONTRACT DOCUMENTS

34.01 The several documents forming the Agreement 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 company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- (i) Contract Agreement/Purchase Order.
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings
- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favorable to the company shall govern and the decision of the company/BRPL shall be final and binding upon the parties.

BID INDEX FOR PART-A (TECHNICAL BID)

(To be filled & submitted on Bidder Letter Head, Bidders document submission should have following main categories as outlined below and should have page numbers printed at the bottom of each page with this page as page number 1. The page number should be in "Page X of Y" format. Separator with document description shall be provided before each document)

NIT No.:

Bidder's Name:

Bidder's Bid Reference No. & Date:

S. No.	Particulars	Bid Pdf Page No.	
		From	To
A.1 Bid Details			
1.	Bid Index for Part-A (Technical Bid) as per APPENDIX I ANNEXURE - 1.01	1	
2.	Cover Letter, If any		
3.	Bid Form (Unpriced) Duly Signed as per APPENDIX I ANNEXURE - 1.02		
4.	Tender Fee Details as per APPENDIX I ANNEXURE - 1.03		
5.	EMD Details as per APPENDIX I ANNEXURE - 1.04 & 1.05		
6.	Power-of-Attorney / Authorization Letter		
A.2 Technical Bid			
7.	Communication Details of the Bidder as per APPENDIX I ANNEXURE - 1.06		
8.	Manufacturer Authorization Form (as applicable) as per APPENDIX I ANNEXURE - 1.07		
9.	Technical Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.08, 1.09, 1.10		
10.	Schedule of Technical Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.11		
11.	Guaranteed Technical particulars (GTP) as per specification		
12.	All Drawings as per specification		
13.	Type Test Reports (Sequence of Tests shall be strictly in accordance with relevant IS/IEC) as per APPENDIX I ANNEXURE - 1.12		
14.	Sample Submission Details (If applicable as per Specification) as per APPENDIX I ANNEXURE - 1.13		
15.	Product Catalogue (If applicable)		
16.	Manufacturer's quality assurance plan (as applicable)		
17.	Other drawings/ documents mentioned in technical specification		
18.	Testing Facilities		
A.3 Commercial Bid			
19.	Company Profile/Organogram/Organization Chart & Manpower Details		
20.	Commercial Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.14		
21.	Undertakings as per APPENDIX I ANNEXURE - 1.15		
22.	Schedule of Commercial Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.16		
23.	Acceptance form for participation in reverse auction event as per APPENDIX I ANNEXURE - 1.17		
24.	Acceptance of Commercial Terms and Conditions as per APPENDIX II ANNEXURE - 2.06		
25.	Un Price Bid Duly Signed (Volume - II Financial Bid (Price Format))		
26.	NIT Document complete Signed & Stamped		

BID FORM

To

Head of Department
 Contracts & Material Deptt.
 BSES Rajdhani Power Ltd
 BSES Bhawan, Nehru Place,
 Delhi 110019

Sir,

1. We understand that BRPL is desirous of procuring.....
for its licensed distribution network area in Delhi.
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 the Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The 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 per the delivery schedule mentioned in Section IV from the date of award of the purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Laws for the supply/services of equipment/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, by the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS)

TENDER FEE DETAILS

- a. Amount (Rs.) : **1,180/- (One Thousand One Hundred Eighty Only)**
- b. Mode of Payment : DD or online transfer through IMPS/NEFT/RTGS (select any one)
- c. DD /UTR No. (As applicable) :
- d. Dated :
- e. Bidders Bank Account No. :
- f. Name of the Bank :
- g. Address of the Bank :
- h. IFSC Code of the Bank :

EMD DETAILS

- a. EMD Amount (Rs.) :
- b. Mode of Payment : BG/FD/online transfer through IMPS/NEFT/RTGS (select any one)
- c. BG/FD/UTR No. (As applicable):
- d. Dated :
- e. BG valid up to :
- f. BG Claim period up to :
- g. Bidders Bank Account No. :
- h. Name of the Bank :
- i. Address of the Bank :
- j. IFSC Code of the Bank :

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

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

The conditions of this obligation are:

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

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

This guarantee will remain in force up to and including One Hundred Eighty (180) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

COMMUNICATION DETAILS OF THE BIDDER

S. No.	Designation	Name	Mobile No.	E-mail id
1	CEO / MD			
2	Sales / Marketing Head			
3	Sales Representative / Key Account Manager (KAM)			
4	Technical Head			
5	Manufacturer Plant / Operations Head			
6	Post Order Execution In Charge			
7	Authorized contact person (Primary responsibility for the Bid)			
8	Authorized contact person (Secondary responsibility for the Bid)			

MANUFACTURER AUTHORIZATION FORM
(To be submitted on OEM's Letter Head)

Date:

Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
BSES Bhawan, Nehru Place,
Delhi 110019

Sir,

WHEREAS M/s. *[name of OEM]*, who are official manufacturers of having factories at *[address of OEM]* do hereby authorize M/s *[name of bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by usand to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty by the Conditions of the Contract or as mentioned elsewhere in the Tender Document, concerning the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s *[name of OEM]* shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion/exclusion of parts in the warranty shall remain the same as defined in the contract issued to our channel partner against this tender.

Yours Sincerely,

For

Authorized Signatory

QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA				
S No	Qualifying Criteria Description as per section 1 clause 2.00	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To
1				
2				
3				
4				
5				

LIST OF PURCHASE ORDERS EXECUTED & DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS

S No	Item Details				PO & Execution Details					Customer Name	End User (shall be Utility/ SEB's/ PSU's) name and details	PO copy, MDCC /Delivery completion certificates/ Invoice Copies enclosed on Bid Page no.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)	PO No	PO Date	PO Qty	Executed Qty	Execution Year			From	To
Total								Σ	Σ				

Note – Only items relevant as per qualifying requirements should be included in the list.

LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT														
S No	Item Details				PO No	Supplied/ Commissioning		Performance Certificate Issue Date	Performance Certificate Issued by End User (Utility/SEB/Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)		Qty.	Date			Name	Email	Mobile	From	To
Total														

Note –

- 1. Only items relevant as per qualifying requirement should be included in the list.**
- 2. Only Performance certificates issued by End User (utilities/ SEB's/PSU's only) will be accepted as per qualifying requirement.**

SCHEDULE OF DEVIATIONS - TECHNICAL

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BRPL's specifications:

Technical Deviations: -

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

Note – Please enclose detailed GTP and drawings as per specification after the technical deviation sheet

Seal of the Bidder:

Signature:

Name:

TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)

S No	Test Description	Reference Standard	Reference Standard Clause No.	Name of Testing Lab	Test Report Reference Number	Date of Issue of Report	Report Enclosed on Bid Page No	
							From	To
1								
2								
3								
4								
5								
6								
7								

SAMPLE SUBMISSION DETAILS (IF APPLICABLE AS PER SPECIFICATION)		
S No	Description	Bidder's Response
1	Samples submitted with the bid	Yes/No
1	Sample Type -1	
1.1	Model Number	
1.2	Number of samples	
2	Sample Type -2	
2.1	Model Number	
2.2	Number of samples	

BSES

QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA				
S No	Qualifying Criteria Description as per section 1 clause 2.00	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To
1				
2				
3				
4				
5				

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
BSES Bhawan, Nehru Place,
Delhi 110019

Sir,

We *[name of bidder]*, , hereby undertake and confirm the following:

- *[name of bidder]* has "No Litigation" pending with the BRPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.
- All documents, certificates, and information submitted by us against this tender are genuine, true, and correct. Copies provided have been made from the original documents. In the event that any document, certificate, or information is found to be false, forged, or misleading, BRPL shall have the right, at its sole discretion, to take appropriate legal action, including forfeiture of EMD and disqualification from participation in future tenders of BRPL and its group companies, for an indefinite period or as decided by BRPL.

Yours Sincerely,

For

Authorized Signatory

Name : _____

Designation : _____

Seal : _____

SCHEDULE OF DEVIATIONS - COMMERCIAL

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BRPL's specifications:

Commercial Deviations: -

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply with all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those mentioned above.

Seal of the Bidder:**Signature:****Name:**

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

BSES Rajdhani Power Ltd (hereinafter referred to as "**BRPL**") intends to use the reverse auction through the SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. BRPL shall provide the user ID and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BRPL will make every effort to make the bid process transparent. However, the award decision by BRPL would be final and binding on the bidder.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BRPL, bid process, bid technology, bid documentation, bid details, etc.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitches, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BRPL.
6. In case of intranet medium, BRPL shall provide the infrastructure to bidders, further, BRPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders from submitting the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outright rejected by BRPL.
8. The bidder shall be prepared with competitive price quotes on the day of the reverse auction event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR Landed Cost basis at the BRPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by BRPL.
12. The original price bids submitted by the bidders shall be proportionately reduced for each line item, based on the final all-inclusive prices determined at the conclusion of the auction event, to arrive at the final contract value.

Signature & seal of the Bidder

APPENDIX I NIT NO: CMC/BR/26- 27/FK/PR/KG/1347	Page 17 of 22	Bidders seal & Signature
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CODE OF CONDUCT FOR SUPPLIERS

BSES expects suppliers including their personnel (employees or sub-contractors) to support, embrace and enact the following Code of Conduct (CoC), apart from complying with all national and international regulations and laws that are applicable at any given time. BSES encourages its suppliers to go beyond compliance and embrace the principles of sustainability. BSES will support training and capacity-building programmes undertaken by suppliers, which promote awareness on sustainability and responsible business practices. BSES shall incorporate regulatory compliance and ESG performance as key criteria based on requirements as stated in the Code during evaluation of the suppliers.

A. Promote Environmental Sustainability

All suppliers support a precautionary approach to environmental issues and undertake initiatives to promote better environmental responsibility. To this end, suppliers will

1. Reduce resource consumption and conserve natural resources:
 - 1.1. Conduct all operations, sourcing, manufacture, distribution of products and the supply of services with the aim of protecting and preserving the environment.
 - 1.2. Use natural resources rationally and work towards reducing resource consumption (water, energy, fuel, electricity, other materials etc.) and GHG emissions.
 - 1.3. Identify environmental risks and set up appropriate prevention measures.
2. Prevent pollution and reduce waste generation
 - 2.1. Maintain all required official permits, licenses and registrations.
 - 2.2. Prevent contamination, limit waste generation, and avoid or minimise adverse impact on the environment and biodiversity by facilitating reusing and recycling material.
 - 2.3. Clearly monitor the precautions to be taken during operations & maintenance in case of emission of heat, vibrations, radioactive rays, noise or similar.
 - 2.4. Use only those chemicals and aerosols with very low or zero ODP (Ozone Depletion Potential), which are allowed as per the regulatory provisions.
 - 2.5. Ensure that all the chemical and hazardous substances are accompanied by the manufacturer MSDS (Material Safety Data Sheet) during transport, storage, use and disposal, and that instructions mandated be strictly followed. No chemical and hazardous substance shall be received without a MSDS document. All the applicable regulatory guidelines shall be adhered strictly for the procurement, transport, storage, use and disposal of such harmful and hazardous chemicals.
 - 2.6. Provide written instructions about handling and/or disposal of equipment and product during the life cycle if special handling is required.

B. Commitment to Human Rights, Labour and the Society

Suppliers shall support, respect and protect human and labour rights and make sure their organization/entity is not complicit in any kind of abuses and/or violations. In this regard, the suppliers must:

1. Fair working conditions
 - 1.1. Provide and maintain healthy and safe working conditions and welfare facilities for the employees in its establishment.
 - 1.2. Ensure that that wages and benefits of their employees and subcontractors are fair and

comply with applicable national and local laws as well as with contractual agreements.

- 1.3. Provide all workers, both permanent and non-permanent, with employment documents that are freely agreed to and which respect their legal and contractual rights.
2. Health & Safety
Ensure that the activities of suppliers do not harm the health and safety of their own employees, suppliers and subcontractors, local communities/population, and finally the users of its products and services, which is in accordance with the BSES's Mission Zero Harm in Health and Safety.
3. Child Labour
 - 3.1. No person below 18 years shall be employed or permitted to work in any occupation or process.
 - 3.2. Zero tolerance for any kind of child labour in their establishments and supply chain.
4. Forced Labour
 - 4.1. Under no circumstance shall suppliers use forced labour¹, whether in form of compulsory or trafficked labour, indentured labour, bonded labour or other forms, through direct or indirect use of force and/or intimidation.
 - 4.2. Any kind of slavery, mental and physical coercion, human trafficking and debt bondage in the supply chain shall not be tolerated.
5. Wages and Working hours
 - 5.1. Ensure that all applicable regulations related to wages, overtime compensation and other legally mandated benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements. Minimum wages are applicable as per applicable in central Act and State rules.
 - 5.2. Ensure that maximum working hours laid down and are adhered to.
6. Freedom of Association and Collective Bargaining
 - 6.1. Recognise and respect the rights of workers to freedom of association and collective bargaining. Workers are not intimidated or harassed in the exercise of their right to join or refrain from joining any organisation.
 - 6.2. Ensure that all employees can communicate with the management regarding working conditions.
7. Non-Discrimination and Equal opportunity
 - 7.1. Commit, within the scope of prevailing laws and statutes, to oppose all forms of discrimination².
 - 7.2. Maintain a work environment free from any form of discrimination and harassment.
 - 7.3. Refrain from discrimination in hiring and employment practices on grounds of skin colour, age, caste, gender, race, ethnicity, nationality, socio-economic background, physical or mental disability, religion, sexual orientation, marital status, pregnancy, dependants, political or religious opinion, ideology, union membership and personal or social circumstances. Special attention must be paid to the rights of workers most vulnerable to discrimination.
8. Zero Tolerance towards Harassment
 - 8.1. Treat all employees with respect and dignity and furthermore ensure that their own suppliers treat their employees in the same manner.
 - 8.2. No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment³, or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.

- 8.3. No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

C. Ethical Integrity and Legality

Suppliers shall demonstrate the highest standard of integrity, ethics, and business conduct.

1. Compliance with Applicable laws and regulations:
 - 1.1. All activities must be carried out in compliance with the legislation that is applicable in the countries in which the suppliers operate.
 - 1.2. All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/ competition laws.
 - 1.3. Avoid any conduct that could tarnish or damage the reputation of BSES.
2. Anti-Corruption & Anti Bribery
 - 2.1. All forms of bribery and corruption are prohibited
 - 2.2. Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.
 - 2.3. Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.
 - 2.4. No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anti- corruption laws and, directly or indirectly offering, promising, hiring or authorising payments in cash or in kind to any BSES employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.
3. Conflict of Interest
 - 3.1. All and any conflict of interest in any business dealings with BSES, of which the suppliers are aware, should be declared to BSES so that appropriate action can be taken.
 - 3.2. Avoid a situation where there is a real or potential conflict of interest with BSES employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions. If avoidance is not possible, the suppliers should inform BSES of the situation so that appropriate action can be taken.
4. Insider Trading and Other Economic Crimes
 - 4.1. Ensure that all business and commercial dealings are transparently performed and accurately recorded in the books and records.
 - 4.2. Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.
 - 4.3. Avoid actual or attempted participation in economic offences, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.
 - 4.4. Refrain from insider trading. No confidential information regarding BSES is used to either engage, facilitate or support insider trading in BSES's shares.
 - 4.5. Take necessary measures to detect and prevent any illicit or suspicious forms of payment and inform and/or report through established channels if it has any suspicion or concern in this regard.
5. Gifts & Hospitality
 - 5.1. Any business entertaining/hospitality with BSES should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way BSES's decisions on future business relationship.



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- 5.2. Only gifts/honorarium of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.
 - 5.3. Neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with BSES.
 - 5.4. Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of BSES or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.
6. Competition, Confidentiality and Data Privacy
- 6.1. All market survey/other entities information must be obtained and used legitimately and in compliance with all applicable laws and regulations.
 - 6.2. No attempt should be made to divulge to BSES any information about any other entity in violation of any law or agreement.
 - 6.3. Likewise, BSES's confidential information must not be shared with any Supplier unless expressly permitted by BSES in writing by authorised signatory under the respective purchase order or agreement, as the case may be.
7. Transparency and Ethics
- 7.1 Fair competition
- Avoid any action that may constitute an illegal practice of unfair competition and ensure compliance with applicable competition laws.
- 7.2 Corporate image and reputation
- Suppliers must NOT:
- Make false statements or provide any misleading information regarding its products/services.
 - Give the impression of representing or being the spokesperson of BSES while getting associated with any religious/political party or for activities in their personal capacity.
8. Protection of Intellectual Property and No Misuse or Improper use of BSES's assets/ property
- 8.1. Respect and protect all confidential information and intellectual property of BSES.
 - 8.2. Do not misuse and share assets of BSES and employ them only for the purpose of conducting the business for which they are duly authorised by BSES. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources and intangible assets such as intellectual property rights, processes, know how & technology, proprietary information, etc.
 - 8.3. Safeguard, secure, and protect BSES's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.
 - 8.4. Promptly report loss, theft or destruction of any intellectual property and data of the Company or that of any Supplier.
9. Financial Records and Accuracy in Books
- 9.1. Have accounting practices in place to ensure accuracy of its financial books and records.
 - 9.2. Ensure accurate accounting and proper reporting of information pertaining to the business and financial results in accordance with applicable Accounting Standards [Generally Accepted Accounting Principles (GAAP)].
 - 9.3. Ensure compliance to applicable laws and regulations with respect to accounting and taxation and timely discharge of tax liability.
10. Sanction Laws
- 10.1 Do not engage in any dealings or transactions with any person, or in any country or territory

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that are subject to global / regional sanctions as mentioned herein below in clause 10.2. BSES is vigilant of its suppliers who may be on a sanctions list or have a related company in a country subject to global/regional sanctions. In case of any concerns, the supplier should immediately report to BSES.

- 10.2 Do not be subject to or the target of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Government including without limitation by the World Bank or by the United Nations Security Council, the European Union, the United Kingdom including by Her Majesty's Treasury or the Department of Business, Innovation and Skills, a relevant regulatory authority or the Minister of Foreign Affairs of Canada under the Special Economic Measures Act or the United Nations Act or legislation or regulations with similar purpose or effect or any other relevant sanctions authority of any other country (collectively, 'Sanctions Laws') nor is the Company or any of its subsidiaries / affiliates located, organised or resident in a country or territory that is the subject of the target of Sanctions Laws
- 10.3 Do not take any action which places or is likely to place BSES in violation of Sanctions Laws and/ or breaches affecting the reputation and/ or business interests of BSES

11. Responsible Sourcing

Ensure that goods and materials are not sourced in a suspicious or illegal way and implement measures for sustainable procurement practices³ to ensure compliance with laws and regulations.

12. Quality of Product and Services

Products and services should meet the specifications, quality, safety and environmental criteria specified in the relevant contract documents and required by applicable laws

13. Corporate Citizenship

Suppliers shall be committed to be good corporate citizens, not only in compliance with all relevant laws and regulations, but also by assisting and supporting initiatives to improve the quality of life of local communities/regions in which it operates. The activities may be, but not limited to, community health and family welfare, vocational training, education and literacy and employment.

¹ 'Forced Labour' or 'Involuntary Labour' refers to all work or service that is extracted under the menace of penalty. It also includes terms such as, bonded labour and modern slavery. It also includes any labour for which the worker receives less than the government stipulated minimum wage.

² 'Discrimination' refers to unjust or prejudicial treatment of people, especially on the grounds of, but not limited to, caste, creed, gender, race, ethnicity, age, colour, religion, disability, socio-economic status or sexual orientation.

³ Sustainability shall mean to devise a practice & procedure proactively to sustain resources of organisation and society at present levels with reasonable degradation. Sustainable procurement or sourcing is the process of making purchasing decisions that meet an organisation's needs for goods and services in a way that benefits not only the organisation but society, while minimising its impact on the environment. Organisation integrates the sustainability into business model as a resultant of ESG principles. This is achieved by ensuring that the working conditions of its suppliers' employees are decent, the products or services purchased are sustainable, where possible, and that socio- economic issues, such as inequality and poverty, are addressed.

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

GENERAL CONDITIONS OF CONTRACT (GCC)

The General Condition of Contract shall form a part of specifications, contract document.

1. General Instructions & Applicability

- 1.1. All Bids shall be prepared and submitted strictly in accordance with these instructions. The Bidder shall be solely responsible for all expenses incurred in the preparation and submission of the Bid. Under no circumstances shall the Purchaser be held liable for such costs, regardless of the outcome of the bidding process.
- 1.2. The Purchaser reserves the right to seek clarifications or additional information from any Bidder at any stage of the evaluation process. The Purchaser may, at its discretion, reject any Bid that is incomplete, non-responsive, or fails to meet the requirements stated in the Bid Documents. The decision of the Purchaser regarding the responsiveness or rejection of any Bid shall be final and binding, without any financial or other obligation on its part.
- 1.3. The Bidder shall be deemed to have carefully examined, read, and fully understood all instructions, terms, conditions, and technical requirements specified in the Tender Documents prior to submission of its Bid.

2. Definitions and Interpretations

- 2.1. COMPANY / OWNER / PURCHASER / BUYER / CUSTOMER shall mean BSES Rajdhani Power Limited (BRPL), a company incorporated under the Companies Act, 2013, having its registered office at BSES Bhawan, Nehru Place, Delhi – 110019. The expression shall include its authorized representatives, agents, successors, and permitted assigns.
- 2.2. BIDDER / SELLER / SUPPLIER / VENDOR / CONTRACTOR / AGENCY / MANUFACTURER shall mean the entity submitting a quotation or proposal in response to this bid enquiry issued by the Purchaser. The term Contractor refers to the successful Bidder(s) whose bid has been accepted by the Purchaser and on whom the Letter of Acceptance or Letter of Award is issued, and shall include the Contractor's heirs, legal representatives, successors, and permitted assigns, wherever applicable.
- 2.3. OFFER SHEET shall mean the Bidder's formal and firm offer submitted to BRPL in accordance with the specifications set forth in the Bid Documents.
- 2.4. CONTRACT PRICE/RATE shall mean the price specified in the Letter of Intent, Letter of Award, Rate Contract, or Purchase Order, as applicable.
- 2.5. SITE shall mean the location(s) where the Works, Goods, or Services are to be delivered, installed, commissioned, or executed, as specified elsewhere in the Tender Documents.
- 2.6. STORE shall mean the designated area or location where goods and materials are stored, or as otherwise defined in the Contract.
- 2.7. ENGINEER IN CHARGE shall mean the Company's authorized or nominated representative responsible for supervising and administering the execution of the Works under the Contract.
- 2.8. APPLICABLE LAW shall mean the Constitution of India and all laws, rules, regulations, directives, notifications, codes, orders, or instructions having the force of law as issued by any competent legislative or governmental authority, including but not limited to laws relating to taxes, duties, assessments, expropriation, and compulsory acquisition, as amended from time to time. Any resulting implications shall constitute a Change in Law or Change in Permits, as applicable.



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- 2.9. OTHER CLEARANCES shall mean all consents, approvals, permits, or authorizations required to be obtained from governmental or local authorities necessary for commencing or completing the work.
- 2.10. DEFECT LIABILITY PERIOD shall mean the period during which the Contractor shall remain responsible for the repair or replacement of any defective part of the Works executed under the Contract, at no additional cost to the Purchaser.
- 2.11. TENDER SPECIFICATION shall mean the technical and commercial requirements, Indian Standard specifications, and description of works detailed in the Tender Documents, including all documents and references expressly or implicitly forming part of the Tender.
- 2.12. SPECIFICATIONS shall collectively mean all stipulations contained in the RFQ, Commercial Terms and Conditions, Instructions to Bidders, Technical Specifications, and any Amendments, Revisions, Deletions, or Additions issued by the Purchaser from time to time.
- 2.13. CODES AND STANDARDS shall mean all applicable codes and standards referred to or implied in the Specifications.
- 2.14. CHANGE OF WORK shall mean any addition, deletion, suspension, or modification to the scope, quality, functionality, or requirements of the Work as defined in the Contract, resulting in a corresponding change to the Technical Specifications and/or completion schedule.
- 2.15. GOOD INDUSTRY PRACTICE shall mean the level of skill, care, diligence, prudence, and foresight reasonably expected from a competent and experienced service provider engaged in similar activities under similar circumstances, in compliance with prevailing laws, regulations, and industry standards.
- 2.16. CONTRACT shall mean the agreement formed by the Letter of Award or Acceptance, Purchase Order or Work Order, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), the Tender and its Annexures, and all addenda, corrigenda, and clarifications issued by the Purchaser.
- 2.17. EFFECTIVE DATE OF CONTRACT shall mean the date of issuance or award of the Contract, which shall also be deemed the Contract Commencement Date.
- 2.18. CONTRACT PERIOD shall mean the total duration agreed upon between the Contractor and Purchaser for execution of the Contract, inclusive of any extended contract period for reason beyond the control of the Contractor and/or Purchaser due to force majeure.
- 2.19. CONTRACT COMMENCEMENT DATE shall mean the date of issuance or award of the Contract, which shall be deemed the Effective Date of Contract.
- 2.20. CONTRACT COMPLETION DATE shall mean the date marking the expiry of the Guarantee or Defect Liability Period, which shall be deemed the Contract Completion Date.
- 2.21. ACCEPTANCE shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- 2.21.1. Written approval by the Purchaser's Inspector authorizing dispatch of material from the Supplier's works.
 - 2.21.2. Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance note.
 - 2.21.3. In case of supply and installation contracts, acceptance shall mean issuance of the Equipment/Material Takeover Receipt after successful installation, commissioning, and final acceptance.

3. Contract Documents Priority & Formation

- 3.1. The documents forming the Contract shall be read as mutually explanatory. In case of any ambiguity or discrepancy, the same shall be clarified and resolved by the Purchaser, whose interpretation shall be final. Unless otherwise provided, the order of precedence of Contract documents shall be as follows:
- 3.1.1. Contract Agreement/Purchase Order/Work Order
 - 3.1.2. Letter of Acceptance / Letter of Intent / Letter of Award
 - 3.1.3. Agreed Minutes of the Tender Negotiation Meetings
 - 3.1.4. Agreed Minutes of the Tender Technical Meetings
 - 3.1.5. Priced Bill of Quantities
 - 3.1.6. Technical Specifications, Drawings, and Scope of Work
 - 3.1.7. Tender Document including all Appendices, Addenda, and Corrigenda (latest revisions to take precedence)
 - 3.1.8. Applicable Codes and Standards
- 3.2. In the event of any inconsistency, the interpretation most consistent with achieving the Project's technical, legal, and statutory objectives shall prevail. No oral communication or instruction shall supersede the written Contract documents.

4. Governing Laws & Dispute Resolution

- 4.1. The Contract shall be governed by and interpreted in accordance with the laws of India.
- 4.2. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall first be sought to be resolved amicably through mutual consultation between the Parties.
- 4.3. In the event that an amicable resolution is not achieved within a reasonable period, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2023. The Arbitral Tribunal shall consist of three (3) arbitrators — one to be appointed by each Party, and the third, who shall act as the presiding arbitrator, to be jointly appointed by the two arbitrators so nominated.
- 4.4. The seat and venue of arbitration shall be New Delhi, India, and the language of proceedings shall be English. The arbitral award rendered by the Tribunal shall be final and binding upon both Parties.

5. Change in Law

- 5.1. Change in Law shall mean the occurrence of any of the following events after the Effective Date of the Contract:
- 5.1.1. The enactment or coming into force of any new Applicable Law.
 - 5.1.2. Any amendment, modification, alteration, or repeal of an existing Applicable Law, or the issuance of any new or revised directive, regulation, or order thereunder.
 - 5.1.3. Any change or variation in the rate, nature, or applicability of taxes, duties, levies, or charges payable in connection with this Contract.
- 5.2. In the event of any Change in Law, the impacted Party shall promptly notify the other Party in writing with relevant details.
- 5.3. If such Change in Law results in any increase or decrease in the cost, expense, or liability of the Supplier in performing its obligations under the Contract, an equitable adjustment shall be made to the Contract Price and/or the Schedule of Completion as mutually agreed between the Parties.



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5.4. The Parties agree to negotiate in good faith to reasonably compensate or adjust obligations affected by such Change in Law to ensure the fair performance of the Contract.

6. Site Examination & Local Conditions

- 6.1. The Bidder shall be deemed to have visited and examined the site(s) of the Works and to have satisfied itself as to all existing site conditions and relevant information affecting the execution of the work.
- 6.2. Prior to submitting its Bid, each Bidder shall, at its own cost and expense, undertake or procure any additional investigations, explorations, tests, studies, and obtain any supplementary data relating to the physical conditions at or adjacent to the site which may influence the cost, duration, progress, or performance of the Works. The Bidder shall rely solely on such investigations and information in preparing its Bid and in fulfilling the Contract.
- 6.3. The Purchaser shall not entertain any claims or requests for adjustment in contract price, schedule, or any other terms arising from unforeseen or difficult site conditions, terrain, or local circumstances, once the Bid has been submitted.
- 6.4. The Bidder must see the site of the work, surrounding locality, local traffic rules, site approaches etc. carefully. No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for carriage of materials by the Bidder, the same shall be provided, improved and maintained by him at his own cost.

7. Language, Measurement & Precedence

- 7.1. The Contract issued by the Company to the Contractor, along with all related correspondence, documents, instructions, and communications, shall be prepared and maintained in the English language. In case of any translation of Contract documents, the English text shall prevail and govern in the event of any conflict or ambiguity.
- 7.2. All dimensions, units, quantities, and measurements shall be expressed and interpreted strictly in accordance with the Metric System (International System of Units - SI). Any deviation or alternative units must be clearly specified and mutually agreed upon in writing.

8. Scope of Work & Responsibilities

- 8.1. The scope of work under this Contract shall encompass turnkey execution on an end-to-end basis, including but not limited to Design, Engineering, Manufacture, Shop Testing, Inspection, Packing, Dispatch, Supply, Loading, Unloading, Storage at Site, Assembly, Erection, Complete Pre-Commissioning Checks, Testing & Commissioning at Site, Documentation, Training, Obtaining Statutory Clearances & Certifications from the Electrical Inspector, the Final Handing over & Comprehensive 5 years AMC of the Complete Projects covered under this tender to BSES Rajdhani Power Ltd. (BRPL). This shall include comprehensive Marine cum Storage cum Erection Insurance Policy (MSE), provided on a turnkey basis.
- 8.2. The scope includes supply of all barricading, free issued materials (including installation, transportation, loading & unloading), dewatering, watch and ward and transportation of scrap (generated at Site), balance free-issued material, dismantled material from site to BRPL store including loading & unloading and no additional charges shall be paid against these activities. Used barricading material will be taken back by bidder soon after job is handed over or as directed by BRPL Engineer-In-Charge (E-I-C). No additional cost for these items will be paid to the Bidder. Any leakage, pilferage and damage of the material shall be in vendor's scope



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- 8.3. All works shall be performed strictly in accordance with the NIT conditions and applicable technical specifications. The Contractor shall comply rigorously with all relevant laws, codes, safety regulations, labour statutes, and environmental standards.
- 8.4. The detailed scope of supplies and services for the successful completion, testing, commissioning, and handover of the awarded packages shall be as set forth in the NIT. The Bidder shall quote against the Bill of Quantities listed in Volume II of this RFQ. Any materials or services not specifically mentioned in the BOQ but required for successful erection, testing, and commissioning shall be deemed included within the Bidder's scope.
- 8.5. Variations in quantities or additional requirements, if any, will be communicated to the successful Bidder during project execution, with site conditions potentially influencing such changes.
- 8.6. All related drawings, data, and instruction manuals shall be provided as required.
- 8.7. Digital Documentation & E-Governance: All submissions, including but not limited to drawings, Quality Assurance Plans (QAP), Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) reports, invoices, test certificates, and project progress reports shall be provided digitally via the Purchaser's designated portal or email as specified.
- 8.8. Construction Water and Power: The Contractor shall arrange and bear all costs for construction water and power supply, including installation, operation, and maintenance of pumps, storage tanks, and distribution systems as required on site.
- 8.9. Watch & Ward and Lighting: The Contractor shall be solely responsible for the provision and maintenance of lights, guards, fencing, and security arrangements, including round-the-clock security with CCTV coverage for materials stored on site. Adequately trained security personnel must be deployed at storage yards, stores, and work areas to prevent theft, pilferage, or damage. Compliance with BRPL's site safety and security regulations is mandatory.
- 8.10. Site Office, Facilities & Storage at Site: The Contractor shall be allocated sufficient space for site stores. Storage must allow easy access for identification and inspection, comply with IS: 4082, and all incoming/outgoing materials must be recorded in a register maintained by the Contractor. The Contractor assumes full responsibility for safeguarding all materials and shall provide adequate weather protection. BRPL disclaims any liability for loss or damage. The Contractor shall maintain site cleanliness and prevent pollution; breach of this will result in removal of personnel and penalties at the discretion of the Engineer-in-Charge (EIC).
- 8.11. The Contract Price is inclusive of insurance for loading/unloading, storage, handling, and erection during execution. No separate charges for barricading or watch & ward will be paid. No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work due to any other reason resulting in Bidders' labour or equipment being rendered idle at any time during the duration of contract.
- 8.12. Identity Cards (ID Cards) shall be issued exclusively by BRPL Security ID Card Cell. Contractors must maintain records and return IDs upon employee termination. Non-compliance will attract penalties. A detailed employee deployment list must be submitted to BRPL Security before contract commencement.
- 8.13. Site Supervision and Advance Intimation: The Contractor shall appoint a dedicated Site In-Charge or Project Manager and support team to be present on-site throughout contract duration, as certified by the EIC. The Contractor is responsible for supervision by qualified personnel to ensure compliance with drawings, specifications, and instructions. The Contractor shall submit for approval the site organizational structure and personnel details upon receipt of the LOI or Purchase Order.



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- 8.14. Written approvals from the EIC must be obtained before commencement of works, including timely submissions of plans for resource deployment, material procurement, and key activities.
- 8.15. Necessary Statutory Clearances from CEI of Delhi & any other authority for energizing shall be in the scope of the Bidder. Electrical Inspector Clearance fees shall be in Bidder's scope. The related fees, payments and pursuance work shall be in scope of Bidder only
- 8.16. Coordination with Other Agencies: The Contractor shall collaborate closely with BRPL and other appointed agencies, extending site facilities, plants, and equipment as requested without additional cost.
- 8.17. All labour, equipment, tools, scaffolding, and materials form part of the Contractor's scope. A qualified workforce and technical staff list must be submitted to the EIC promptly post-award, including relevant certifications.
- 8.18. The Contractor shall manage receipt, unloading, marking, staking, and storage of materials, ensuring insurance coverage. Copies of insurance policies must be provided to BRPL. Any damage or loss requires immediate claim lodging by the Contractor, with prompt replacement to avoid delays. For all the insurance policies taken, Contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser and will arrange replacements/ rectification expeditiously without waiting for the settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of Time and Cost Overrun.
- 8.19. Material movement (loading/unloading) and use of cranes, hydras, trailers fall under the Contractor's responsibility.
- 8.20. Adequate weather protection is required for materials against sun and rain.
- 8.21. Cable Handling: During trenchless or open digging, underground cable damage risks mandate pre-excitation use of Cable Route Tracer devices approved by BRPL; reports must be submitted for clearance. Failure to comply shall result in heavy penalties for cable damage.
- 8.22. Statutory Compliance and Certification: Obtaining Electrical Inspection Clearance (EIC) certification from BSES Electrical Inspector (up to 33kV) and other statutory authorities (above 33kV) for substation commissioning is the sole responsibility of the Contractor.
- 8.23. Any other material not specifically mentioned above but required for successful commissioning and operation is in the scope of bidder. Prior approval shall be taken from central engineering department before execution. Commercial approval shall be taken from C&M Department before execution.
- 8.24. Commissioning Spares shall be deemed to be included in the quoted prices

9. Specifications, Codes & Standards

- 9.1. The Bidder shall follow all codes and standards referred in the Contract Document. Codes and standards not specifically mentioned in the Contract Document may be followed by the Bidder with the prior written approval of BRPL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.
- 9.2. Product manufacturer or brand names cited in the Contract Documents serve solely to define the required type and quality of products. The Bidder shall not substitute or alter the specified brands or product qualities without the express prior written consent of BRPL. All products and equipment must be used or installed in full compliance with the original manufacturer's guidelines unless otherwise instructed by BRPL.

- 9.3. In all cases, the Bidder must comply with relevant codes, standards, and requirements prescribed by any applicable government agencies.
- 9.4. In the absence of specific BSES standards, the Bidder shall follow the relevant Indian Standards (IS) or International Electrotechnical Commission (IEC) standards as applicable.

10. Representations and Warranties

- 10.1. The Contractor represents and warrants that it possesses full legal capacity, valid licenses, permits, and approvals required to perform all obligations under this Contract.
- 10.2. The Contractor warrants that all Goods supplied under this Contract:
- 10.2.1. Are brand new and free from any defects in design, materials, and workmanship
 - 10.2.2. Fully conform to the Contract specifications and requirements
 - 10.2.3. Are suitable and fit for the intended purpose as specified in the Contract documents
- 10.3. The Contractor further warrants that all Services performed shall be executed with the highest degree of skill, care, and diligence consistent with Good Industry Practice and prevailing professional standards.

11. Ethics, Integrity & Code of Conduct

- 11.1. The Contractor shall fully comply with all anti-bribery, anti-corruption, conflict of interest, gifts and gratuities, and integrity policies issued or communicated by the Purchaser. For Contracts exceeding specified thresholds, the Contractor shall be required to execute an Integrity Pact as per the Purchaser's guidelines.
- 11.2. Any breach of these ethics and integrity obligations by the Contractor may lead to disciplinary actions including, but not limited to, termination of the Contract, forfeiture of performance security deposits, recovery of losses incurred by the Purchaser, debarment from future procurement opportunities, and reporting to relevant regulatory or enforcement authorities.

12. Sustainability, ESG & Legal Compliance

- 12.1. The Contractor shall implement an Environmental, Social, and Governance (ESG) program appropriate to the scope of work, which shall include but is not limited to:
- 12.1.1. Compliance with applicable Extended Producer Responsibility (EPR), electronic waste, hazardous waste, plastic waste, and battery waste management regulations;
 - 12.1.2. Adherence to RoHS/REACH standards where applicable;
 - 12.1.3. Design and supply of energy-efficient products meeting prescribed star ratings or efficiency classes;
 - 12.1.4. Take-back and responsible disposal or recycling of packaging and end-of-life equipment where mandated;
 - 12.1.5. Occupational health and safety management systems aligned with IS/ISO 45001;
 - 12.1.6. Social safeguards including prohibition of child labour, forced labour, assurance of fair wages, and provision of safe and dignified workplaces.
 - 12.1.7. Adoption of environmentally responsible practices such as waste minimization, recycling, and strict prohibition of hazardous materials usage, in accordance with relevant laws and regulations.
- 12.2. The Contractor shall prioritize the use of recycled or returnable packaging materials and minimize single-use plastics except where necessary for product protection. All wooden packaging shall be sourced from legally compliant suppliers. Pallets, drums, and similar packaging materials shall be collected and returned for reuse or recycling where feasible.



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12.3. The Contractor shall maintain accurate records, documentation, and evidence of compliance with all ESG requirements and shall provide such information to BRPL or relevant authorities as reasonably requested, in the format and frequency specified.

13. Data & Cybersecurity

- 13.1. For any scope involving software, firmware, or networking components, the Contractor shall:
- 13.1.1. Provide comprehensive cyber hardening guidelines;
 - 13.1.2. Maintain a vulnerability disclosure window of thirty-six (36) months following delivery;
 - 13.1.3. Deliver timely security patches and firmware updates as they become available;
 - 13.1.4. Supply a software bill of materials (SBOM) listing all software components included;
 - 13.1.5. Ensure no hard-coded credentials exist in delivered software or devices.
 - 13.1.6. Any connection to the Purchaser's network must be authorized in writing prior to implementation.
- 13.2. The Contractor shall handle any personal data processed in relation to this Contract in full compliance with applicable data protection laws. Appropriate technical and organizational security measures must be implemented, and the Contractor must promptly notify the Purchaser of any data breaches or security incidents impacting Purchaser data.

14. Local Content and Eligibility

- 14.1. The Contractor shall comply fully with the Public Procurement (Preference to Make in India) Order and related norms. This includes submitting accurate declarations of local content in goods and services, and consenting to verification and audits by the Purchaser or authorized agencies. Any false or misleading declarations shall entitle the Purchaser to disqualify the Contractor, terminate the Contract, and impose debarment as per applicable regulations.
- 14.2. Bidders originating from countries sharing land borders with India must adhere to the registration and eligibility criteria specified by the Government of India. Failure to comply with these requirements will render the bid ineligible for consideration and may lead to Contract termination if discovered post-award.

15. Manufacturing Approvals & Clearances

- 15.1. Transmittal approval documents - including Guaranteed Technical Parameters (GTP), drawings, Quality Assurance Plans (QAP), and other relevant documents - shall be submitted as per the approved project schedule to the designated BRPL official for review and approval. BRPL shall provide approval or comments within seven (7) calendar days of the initial submission. Should resubmission be required, the Contractor shall complete it within five (5) calendar days. Subsequent approvals or comments from BRPL on such resubmissions will be issued within five (5) calendar days. Repeated resubmissions are discouraged and may impact timelines.
- 15.2. Manufacturing activities shall commence only after the Contractor receives formal transmittal approval and manufacturing clearance from BRPL.
- 15.3. All documents submitted for transmittal approval must reflect pre-award discussions and confirmations between BRPL and the Contractor to ensure accuracy and compliance.
- 15.4. Delays in obtaining transmittal approval shall not be accepted as valid grounds for extension of delivery timelines or waiver of liquidated damages.
- 15.5. The Contractor shall submit the complete Quality Assurance Plan (QAP) or Factory Quality Plan (FQP) covering the entire scope within four (4) weeks of issuing the Letter of Acceptance (LOA) or Purchase Order for Employer/Owner approval. All works shall be conducted strictly in accordance with the approved QAP.

16. Errors, Omissions & Discrepancies

- 16.1. The Contractor shall be solely responsible for all discrepancies, errors, and omissions found in the drawings, documents, or any other information submitted by it, regardless of whether such submissions have been approved, reviewed, or accepted by BRPL. Notwithstanding the foregoing, any design or drawing errors directly resulting from inaccurate or incomplete data or written instructions furnished by BRPL shall not be attributed to the Contractor.

17. Quantity Variations, Extra Items/Works

- 17.1. The Contractor shall execute and complete the Work fully in accordance with the Contract and under the directions and satisfaction of the Engineer-in-Charge (EIC).
- 17.2. The EIC may issue, at their discretion, further drawings, written instructions, details, directions, and explanations (hereinafter referred to as "EIC's Instructions"), relating to:
- 17.2.1. Variation or modification in design, quality, specifications, quantity; omission or substitution of any work.
 - 17.2.2. Timing or sequencing of work.
 - 17.2.3. Discrepancies between drawings, Bill of Quantities, and/or specifications.
 - 17.2.4. Removal and substitution of any materials, equipment, or resources brought to site by the Contractor.
 - 17.2.5. Execution of additional work deemed necessary for completion.
 - 17.2.6. Removal and/or re-execution of any work executed.
 - 17.2.7. Substitution of any personnel employed on site.
 - 17.2.8. Rectification of defects under the "Defects Liability" clause.
 - 17.2.9. Opening for inspection of any covered work.
 - 17.2.10. Changes in lines, levels, positions, or dimensions of any part of the Work.
- 17.3. The Contractor shall comply promptly with all EIC's Instructions. Verbal instructions involving variations must be confirmed in writing by the Contractor within seven (7) days and approved in writing by the EIC.
- 17.4. If the EIC's Instructions require work beyond the Contract scope and are not due to Contractor's breach, the EIC shall compensate the Contractor for such work as extra, valued as provided herein.
- 17.5. Variations shall not invalidate or vitiate the Contract. The value of all variations shall be considered in the final certification.
- 17.6. No variation shall be undertaken without written instructions from the EIC, except for quantity variations resulting naturally from site conditions. Verbal instructions must be confirmed in writing by the EIC within thirty (30) days of Contractor's written confirmation.
- 17.7. Extra or additional work instructed by the EIC shall be valued at Contract rates. Absent applicable rates, pricing shall be agreed based on:
- 17.7.1. Quoted rates for similar tender items.
 - 17.7.2. If unavailable, calculation based on:
 - 17.7.2.1. Direct labour costs plus indirect charges, based on related BIS codes and standard consumption factors or as accepted by EIC.
 - 17.7.2.2. Material cost inclusive of taxes, duties, and delivery to site with invoice proof.
 - 17.7.2.3. Plant and equipment hire and operational charges per standard norms or as accepted by EIC.
 - 17.7.2.4. Overheads and profit payable to Contractor.



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- 17.8. If work is incomplete or non-compliant with specifications, the EIC may approve payment at reduced rates considered reasonable.
- 17.9. Contractor shall submit detailed rate analyses and supporting documents when requested. EIC's valuation of claims shall be final and binding.
- 17.10. Quantities listed in the Bill of Quantities (BOQ) are estimates and subject to re-measurement. Contractor shall not claim loss of profit or damages due to quantity differences or omission of work.
- 17.11. Rates in the BOQ shall remain firm regardless of variations in quantities or total Contract sum.

18. Free Issue Materials/Equipment

- 18.1. Materials and equipment provided as Free Issue by the Purchaser to the Bidder for fulfilling obligations under this Agreement shall remain the exclusive property of the Purchaser. The Bidder shall clearly label and identify such Free Issue Items as the Purchaser's property until the completed Goods are delivered in accordance with the Agreement terms.
- 18.2. Risk of loss or damage to all Free Issue Items shall transfer to the Bidder upon receipt and shall remain with the Bidder until the completed Goods are delivered to the Purchaser as per the Agreement.
- 18.3. The Bidder shall take all necessary measures to preserve and maintain the Free Issue Items in good condition and shall utilize them solely for the purposes stated in the Agreement.
- 18.4. Disposal or management of any surplus Free Issue Items shall strictly follow written instructions provided by the Purchaser.
- 18.5. The Bidder shall execute and submit an Indemnity Bond, in a format approved by the Purchaser, covering the custody, use, and return of Free Issue Items.

19. Quality Assurance, Inspection, Testing and Test Certificates

- 19.1. The Contractor shall procure all equipment solely from authentic sources approved by the Company and as per Company specifications.
- 19.2. The Contractor shall prepare a detailed Quality Assurance Plan (QAP) and test procedures identifying all manufacturing stages, associated quality checks, raw material inspections, and Customer hold points. This document shall include inspection methods, acceptance criteria, and standards. The Contractor must obtain Purchaser approval prior to manufacturing commencement. The Purchaser retains the right to review Contractor's in-house inspection reports and quality checks at stages other than Customer hold points and may issue remarks requiring additional testing, rectification, or rejection, which the Contractor shall comply with.
- 19.3. Witness and Hold points represent critical inspections or tests during manufacturing where the Contractor must notify the Purchaser in advance to enable witnessing. Final inspection is a mandatory hold point. Work shall proceed beyond any hold point only after explicit clearance by the Purchaser or receipt of a witness waiver letter.
- 19.4. The Purchaser's waiver of any quality assurance activity at any stage shall not exempt the Contractor from fulfilling all Contract requirements, codes, and referenced standards, nor preclude the Purchaser from subsequently rejecting non-conforming materials or work.
- 19.5. The contractor shall submit all test certificates and joint inspection reports related to equipment's/materials, wherever applicable.

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- 19.6. Manufacture items shall not be dispatched without prior receipt of a Material Dispatch Clearance Certificate (MDCC) or explicit instructions from the Purchaser.
- 19.7. All in-house testing and inspections shall be conducted at no additional cost. Such inspections shall be overseen by the Purchaser or its authorized third-party inspection agency. Costs of futile or abortive inspection visits shall be deducted from Contractor invoices. The Bidder shall provide at no additional cost to the Company such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the EIC.
- 19.8. No work shall be covered up or put out of view without the approval of the EIC or his representative and the Bidder shall afford full opportunity to the EIC or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Bidder shall give due notice to the EIC or his representative whenever any such work or foundations is or are ready or about to be ready for examination and the EIC or his representative shall, without unreasonable delay, unless he considers it unnecessary, attend for the purpose of the examining such foundations.
- 19.9. The Purchaser reserves the right to send any supplied material to recognized laboratories for testing at any time, with testing costs borne by the Contractor. If materials fail to meet the specified technical requirements, the Contractor shall bear all associated charges and penalties. To prevent dispute, the Contractor should appoint a representative to witness material sealing at the storage site before dispatch for testing.

20. Inspection & Test Charges

- 20.1. The Goods shall be subjected to inspection by the Purchaser and/or a third-party inspection agency appointed by the Purchaser. Such inspections shall include stage-wise and final inspections as per the mutually agreed Quality Assurance/Quality Control (QA/QC) procedures. Additionally, inspections may be conducted at the Purchaser's site or storage facilities. The Contractor shall repair or replace any damaged or rejected Goods to the satisfaction of the Purchaser at no additional cost.
- 20.2. Inspection charges are included in the total contract value, whereas third-party inspection fees shall be borne by the Purchaser. However, any costs arising from futile or abortive visits by the Purchaser's inspectors to the Contractor's premises shall be deducted from the Contractor's invoices.
- 20.3. No shipment of Goods, whether in whole or in part, shall be made under this Purchase Order until the Contractor has received a written Release for Shipment Notice from the Purchaser or its authorized representative.
- 20.4. Requests for stage-wise or pre-dispatch inspections must be submitted to the Purchaser at least seven (7) days in advance, utilizing the official request format provided by BRPL.

21. Documentation

- 21.1. The Contractor shall procure all materials and equipment exclusively from BRPL-approved sources, strictly adhering to BRPL specifications and Transmittal Approvals. The Contractor shall submit copies of all relevant Material and Type Test Certificates, Operation and Maintenance (O&M) Manuals, as well as Approved and As-built drawings for the supplied equipment. Compliance with BRPL's specifications and Field Quality Procedures is mandatory and must be ensured by the Contractor throughout the project.



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22. Packing, Handling, and Storage

- 22.1. Packing: The Contractor shall pack, or cause to be packed, all Commodities in suitable crates, boxes, drums, containers, cartons, or other appropriate packaging to ensure safe shipment by road or rail to BRPL's Delhi/New Delhi stores or site. Packaging shall provide adequate protection to prevent damage during transit. Wherever feasible, biodegradable packaging materials should be used in compliance with prescribed environmental standards.
- 22.2. Packing List: Each package shall contain a detailed packing list itemizing the contents with exact weight, external dimensions (length, width, and height), Item SAP Code, Purchase Order number, and date. One copy of the packing list must be enclosed inside each package delivered.
- 22.3. Prior to commencement of supply, the Contractor shall provide the Material Safety Data Sheet (MSDS) and detailed handling and storage instructions or manuals, where applicable. A copy of these documents shall be submitted and maintained at the storage or site location along with the first lot of materials delivered.

23. Delivery Terms & Address

- 23.1. The Goods shall be delivered to BRPL's designated Store(s) and/or Site(s). All shipments shall be made on a Free on Road (FOR) destination basis, inclusive of any applicable local taxes and duties.
- 23.2. The Contractor shall be responsible for unloading of the Goods at the respective BRPL Store(s) or Site(s).
- 23.3. Where applicable, the Contractor shall ensure issuance of all required transit documents, including E Way Bills, necessary for lawful transportation of the Goods. The logistics partner or transporter shall not be held liable for any loss, penalties, or confiscation arising due to improper documentation or mis-declaration.

24. Transportation

- 24.1. The Contractor shall be responsible for arranging the transportation of Goods from the Contractor's or Sub-Contractor's works or warehouses to the Buyer's designated Store(s) or Site(s).
- 24.2. All charges related to transportation from the Contractor's works to the Buyer's Store(s) or Site(s) are deemed included in the total order value and shall not be billed separately.

25. Transit Insurance

- 25.1. The Contractor shall be responsible for arranging Transit Insurance for all materials and Goods.
- 25.2. In the event of damage or loss of cargo during transit, the Contractor shall coordinate directly with the relevant insurance company to procure insurance coverage, lodge claims, and facilitate settlement. Regardless of the insurance outcome, the Contractor must replace and deliver the damaged or lost Goods to the Purchaser within thirty (30) days of the incident, at the Contractor's sole expense, including all associated costs for replacement and delivery.

26. Acceptance & Rejection of Goods



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- 26.1. Goods shall be accepted only upon receipt of the Material Dispatch Clearance Certificate (MDCC).
- 26.2. The Purchaser shall not accept materials if LR/ RR / Bilty and the Original Tax Invoice (Transporter Copy) are not handed over at store/site. The Contractor shall draw all dispatch documents in favour of Purchaser as Consigned to and billed to.
- 26.3. The materials shall be supplied during working hours from 10AM to 5PM. No delivery shall be effected after this time unless prior intimation is given to the Purchaser.
- 26.4. The Contractor shall take signature of the authorized person at store/site with Purchaser's seal duly receipting the materials and the quantities in the absence of which payment shall not be made by the Purchaser.
- 26.5. The Contractor shall ensure exact quantities are supplied as per MDCC and if the quantities are short-supplied, as per verification at the Contractor's store/site, the same shall be adjusted and net payment shall be made accordingly.
- 26.6. The Purchaser retains the exclusive right to reject any goods that do not comply strictly with the terms and conditions of this Purchase Order.

27. Price Validity

- 27.1. For Contractors awarded the contract, the agreed prices shall remain fixed and valid throughout the entire duration of the contract until its completion.

28. Prices/Rates/Taxes

- 28.1. Price basis for supply of materials & services:
 - 28.1.1. The contract price/rates finalized for this contract shall be firm for the entire duration of the contract and are not subject to any variation and escalation for any reason whatsoever.
 - 28.1.2. The supply prices are inclusive of packing, forwarding, and loading at manufacturer's premises, payment of GST, Freight, and any other local charges. Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.
 - 28.1.3. The supply prices shall also include unloading at BRPL Delhi/New Delhi stores/sites.
 - 28.1.4. Transit insurance shall be arranged by the Contractor at no additional cost to the Purchaser.
 - 28.1.5. GST is included in the total contract price. GST payments will be processed only upon submission of the Contractor's valid GST registration and a self-declaration on the Contractor's letterhead confirming GST compliance and deposit as per applicable laws. The Contractor must provide their GST registration number.
 - 28.1.6. Income Tax (IT) at applicable rates will be deducted from Contractor invoices as Tax Deduction at Source (TDS).

29. Taxes & Duties

- 29.1. All taxes, duties, turnover tax, labour cess, etc. (except GST) levied by State or Central Governments or local bodies shall be borne by the Contractor. Any new taxes and duties levied by the government during the term of this Agreement shall be borne by BRPL. Income tax and TDS will be deducted at source from the Contractor's invoices as applicable. The Contractor must furnish their GST registration number.
- 29.2. GST on actuals will be paid upon submission of GST registration and a self-declaration on the Contractor's letterhead confirming that the tax has been or will be deposited as per applicable tax laws.



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- 29.3. As per Notification No. 39/2021 # Central Tax dated 21st December 2021, effective from 01/01/2022, a registered person (i.e., Recipient/Purchaser) can claim input tax credit only for invoices reflected in GSTR2A or GSTR2B (which requires 100% matching of invoices). Suppliers must deposit GST by filing GSTR-1 and GSTR-3B.
- 29.4. If the Supplier/Contractor fails to comply and the Recipient/Purchaser cannot avail input tax credit due to non-filing or non-compliance of GSTR-1 and GSTR-3B for the month/quarter of supply, the Recipient/Purchaser reserves the right to withhold 100% of the GST amount from subsequent payments until the default is rectified.
- 29.5. To release withheld payments under the GST Act, the Supplier/Contractor must submit proof of payment via GST Portal screenshots reflecting the Recipient/Purchaser's name, along with the relevant GSTR-1 and GSTR-3B filings for the applicable period. Payments will not be released until such proof is provided.
- 29.6. Furthermore, the Recipient/Purchaser reserves the right to recover any financial loss incurred (including tax, interest, penalties, and loss of input credit) due to the Supplier/Contractor's non-compliance or non-filing of GSTR-1 and GSTR-3B.
- 29.7. For goods delivered on FOR site basis, the Supplier/Contractor is responsible for complying with all rules regarding the issuance of E-way bills. Any violation may result in penalties and seizure of goods during transit. All penalties and pre-deposits related to such violations shall be borne by the Supplier/Contractor. The Supplier/Contractor is also responsible for ensuring timely release of seized goods. Any supply delay caused by seizure shall attract liquidated damages as per contract provisions.
- 29.8. For goods not covered under GST, applicable Excise Duty (ED), VAT, or CST shall be payable extra at prevailing rates.
- 29.9. BRPL Tax Details:
29.9.1. GSTIN: 07AAGCS3187H2Z3
29.9.2. PAN No.: AAGCS3187H
- 29.10. The Seller must submit a detailed statement of invoices and amounts to the concerned officer within seven (7) days after the end of each month corresponding to the supply period. Failure to submit shall be taken as no requirement for reconciliation.

30. Variation in Taxes, Duties & Levies

- 30.1. The total order value shall be adjusted for any variations in statutory levies imposed by competent authorities through fresh notifications issued within the stipulated delivery period. In the event of any reduction in taxes, duties, or levies, such benefits shall be passed on to the Buyer.
- 30.2. No other taxes, duties, or levies beyond those specified above shall be payable by the Buyer, except for new levies, taxes, or duties imposed by competent authorities via fresh notifications after the issuance of the purchase order but within the stipulated delivery period.
- 30.3. Any changes in taxes, duties, or levies shall only apply to the portion of the purchase order remaining unexecuted on the date of such notification. Changes occurring after the scheduled delivery date shall not affect the terms or value of the purchase order.
- 30.4. The purchase order value shall remain unaffected by any variations in exchange rates.

31. Taxes & Duties on Raw Materials and Bought-Out Components



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31.1. Taxes and duties applicable to raw materials and bought-out components shall be included within the total order value and shall not be subject to any escalation or variation for any reason throughout the duration of the contract.

32. Tax Indemnity Clause

32.1. The Contractor (including its affiliates in India or overseas, agents, third-party contractors, or any other persons appointed by such affiliates for this Agreement) shall bear sole responsibility for compliance with and payment of all taxes—direct or indirect—including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, cesses, interest, penalties, or any other tax/duty/amount/charge/liability arising under laws or regulations applicable in India or overseas, or from demands or recoveries initiated by any revenue authority.

32.2. If any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties, or other charges become payable by the Purchaser due to the Contractor's or its affiliates' failure to comply with relevant laws or regulations, the Contractor undertakes to indemnify the Purchaser for such amounts.

32.3. Furthermore, the Contractor agrees to indemnify and keep indemnified the Purchaser against all actions, proceedings, claims, losses, damages, costs, and expenses directly or indirectly arising from any failure by the Contractor or its affiliates to comply with applicable legal obligations.

32.4. The parties agree to the following procedure in the event the Purchaser receives any demand or notice relating to non-compliance by the Contractor or its affiliates with tax laws:

32.4.1. The Purchaser shall notify the Contractor in writing within five (5) common working days of receipt of such communication, or as soon as reasonably possible if the response time is shorter.

32.4.2. Upon receipt of notification, the Contractor shall either accept the demand and reimburse the Purchaser within five (5) working days of payment or propose disputing the demand.

32.4.3. If the Contractor opts to dispute the demand and the Purchaser agrees, the Purchaser will contest the demand following due legal process, refraining from paying the tax demand during litigation. The Contractor shall reimburse all litigation costs incurred, including counsel fees and filing charges. Should any coercive recovery measures be initiated, the Purchaser may pay the sum and recover it from the Contractor within five (5) working days.

32.4.4. If the demand is finally determined by a tribunal or authority and payment was made by the Purchaser, the Contractor shall reimburse the amount within ten (10) days of payment. Conversely, if no amount is payable and a refund arises, the Purchaser shall pass the refund to the Contractor within ten (10) days of receipt.

33. Invoicing Instructions

33.1. Invoices shall be prepared in triplicate — (1) Original for the recipient, (2) Duplicate for the transporter, and (3) Triplicate for the supplier — and delivered to: BSES RAJDHANI POWER LIMITED, BSES BHAWAN, NEHRU PLACE, NEW DELHI - 110019. Material Dispatch Clearance Certificates (MDCC) will be issued separately for Capex and Opex, and suppliers must submit invoices accordingly.

33.2. The Contractor shall obtain GST registration in the state from which the supply is made. Suppliers must possess a valid GST registration number and issue GST tax invoices and supporting documents compliant with the SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and applicable rules. Failure to submit GST-compliant invoices shall



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render the tax amounts (SGST, CGST, IGST, UTGST, GST Compensation Cess) subject to withholding during payment.

- 33.3. Invoices must be issued in the name of BSES RAJDHANI POWER LIMITED, with the store/site address as specified in the MDCC. Invoices should comply with all GST Invoice, Debit Note, and Credit Note requirements, including supplier details, GSTIN, HSN codes, item details, tax rates, etc., as outlined in government regulations and the GST INV-01 invoice template.
- 33.4. The Contractor must charge appropriate CGST, SGST, UGST, IGST, and GST Compensation Cess as applicable.
- 33.5. Timely Issuance of Invoices/Debit/Credit Notes:
 - 33.5.1. Contractors shall provide invoices and debit/credit notes promptly to allow the Purchaser to claim input tax credit within prescribed deadlines per GST laws. Adjustments (credit notes, purchase returns, debit notes) must be processed within legally mandated timeframes.
 - 33.5.2. In case of advance payments, the Contractor agrees to raise a tax invoice. Upon receipt of advance, the Purchaser will issue a payment voucher as per applicable GST rules. Four copies of invoices are required, including the Electronic Reference Number if mandated by law. Persons in charge of conveyance must carry required documents and devices.
- 33.6. Transit Documents and E Way Bills: Where applicable, the Contractor is responsible for issuing transit documents/E Way Bills for goods movement. Logistic partners or transporters shall not be liable for losses or confiscation due to improper documentation or misdeclaration. The Supplier must comply with all E-way bill regulations. Violations may attract penalties and seizure of goods. The Supplier shall bear all penalties and pre-deposits and is responsible for obtaining release of goods from authorities like CGST/SGST. Delays due to seizure shall attract liquidated damages as per contract.
- 33.7. All Contractors/Service Providers must include the following minimum details in invoices submitted:
 - 33.7.1. Invoice/Credit Note number and date
 - 33.7.2. Contractor/service provider address and GSTIN
 - 33.7.3. Customer name and address as per GST registration and GST registration number
 - 33.7.4. 'Shipped to' and 'Billed to' addresses
 - 33.7.5. Place of supply
 - 33.7.6. Description of goods/services with units of measurement
 - 33.7.7. HSN/SAC codes
 - 33.7.8. Taxable value (gross and discount detailed separately if applicable)
 - 33.7.9. Tax rate and amount for CGST, SGST, and IGST separately
 - 33.7.10. Contractor's signature (for e-invoices, a physical signature is not required)
 - 33.7.11. Indication of reverse charge applicability

34. Bill Submission Procedure

- 34.1. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BRPL as per Company's guidelines issued from time to time and bidders to ensure adherence. The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.
- 34.2. All bills must be uploaded to BRPL portal (BTS - Bill Tracking System) for certification by the Engineer In-Charge or Package Engineer.
- 34.3. Further the contractor shall also submit original bill (hard copy) along with supporting documents at Vendor Support Cell of BRPL. The bills shall be made in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi - 110019.

34.4. Each bill shall be complete in all respects, including compliance with ESI, HR, Quality, HSE, Stores, and Finance requirements. The site follows an established procedure for bill processing. Incomplete bills or invoices will not be processed for payment.

35. Power to Withhold Payment

- 35.1. The Employer reserves the right to withhold payment of Running Account (RA) bills, in whole or in part, for reasons including but not limited to non-compliance with major contract terms such as quality and progress of work, at the sole discretion of the Engineer In-Charge.
- 35.2. Such withholding of payment does not absolve the Contractor from the obligation to execute work diligently and promptly, nor does it entitle the Contractor to claim interest, anticipated profits, or losses on the withheld amounts.
- 35.3. All pending compliances must be fulfilled by the Contractor before submission of the next RA bill for the withheld amount to be released. If compliances are not completed before the next RA bill, the hold amount will be released once the Contractor meets the Employer's satisfaction.
- 35.4. If work is not performed strictly in accordance with the contract, or if any claim (just or unjust, including claims for wrongful death or property injury) arises against the Employer related to the Contractor's work, the Employer shall have the right to withhold payments, final or otherwise, to an extent deemed adequate to secure against delays, losses, or claims.
- 35.5. In cases where the Employer chooses not to require correction of defective or non-conforming work, an equitable deduction from the contract price shall be mutually agreed upon between the Contractor and Employer. Failing agreement, the deduction shall be determined through the dispute resolution process. Pending such resolution, the Employer may withhold a reasonable sum from payments due to the Contractor.

36. Terms of Payment and Milestones

36.1. For Supply of Equipment and Materials:

Bidder will have to carry out Supply and Installation of 03 Nos LT FMU & Gateway (Type-III) and 07/14 Nos LT FMU & Gateway (Type-I/Type II) and integrate it with BRPL Software Platform in the desired format as specified in the Volume-III Technical specifications. Afterwards, after obtaining clearance from the Engineer-In-Charge the bulk supply & billing will be carried out as per below.

- i. 75% of the basic value with 100% taxes and duties shall be made within 45 days from the date of receipt & acceptance of material at store/site on against submission of following documents against dispatch of each consignment at our Vendor Support Cell (VSC):
- a) Signed copy of accepted Purchase Order (for first payment)
 - b) LR / RR / BL as applicable
 - c) Challan as applicable
 - d) Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
 - e) Two (02) copies of Supplier's transporter invoice duly receipted by BYPL Store & Original certificate issued by BRPL confirming receipt of the subject material at Store/Site and acceptance of the same as per the provisions of the contract.
 - f) Two (02) copies Packing List / Detailed Packing List

- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Warranty / Guarantee Certificate, if applicable
- k) Check list for bill submission.

- ii. Balance of 25% of basic value shall be paid in 45 days from the date of successful testing, commissioning, integration and handing over of the entire installation duly certified by BRPL Engineer-in-Charge.

36.2. For Erection, Installation and Testing & Commissioning (ETC):

- i. 90% pro-rata of total services value shall be payable against R/A bills payable within 45 days after completion duly certified by Engineer in charge.
- ii. Balance 10% on account of total services value of the actual executed value shall be paid in 45 days on submission of Performance Bank Guarantee of 10% amount, in our format valid up to a defect liability period from the date of handing over of the scheme including submission of Electrical Inspector Clearance Certificate, Compliance of final punch point, No Demand Certificate, Letter of Indemnity by the Contractor (The format of No Demand Certificate and Letter of Indemnity are attached as Annexure) and after reconciliation & adjustments of payments, if any towards quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job.

36.3. For Comprehensive AMC:

- i. Payment shall be made at the end of each quarter upon successful performance & maintenance of SLA as defined in the Volume III Technical Specifications. Payment is subjected to receipt of correct GST invoice(s).
- ii. The SELLER shall submit the invoice along with the checklist duly filled in Invoice shall be processed and payment shall be made to SELLER on certification of Engineer-In Charge for compliance to checkpoints given in check list. The check list shall be provided by Engineer-in-Charge

37. Performance Guarantee

37.1. The Contractor shall submit the following Bank Guarantees within specified timelines:

Type of Bank Guarantee	Submission Timeline	Validity Period
Contract Performance Bank Guarantee (10% of Total Contract Value including GST)	Within 28 days of Issue of LOI/ LOA/ Purchase Order	Valid until 90 days beyond the Project Completion / Handing Over
Performance Bank Guarantee (10% of Total Contract Value including GST)	At the time of claiming last payment and issuance of final Taking Over certificate by Purchaser/Owner	Valid until completion of Defect Liability Period i.e. 60 months plus 3 months claim period

37.2. All Bank Guarantees shall be issued in favour of BSES Rajdhani Power Ltd. and must conform to the format prescribed by BRPL.

37.3. Performance Guarantee Forfeiture: Each Performance Bond established under Clause 37.1 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



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relevant bank referred to above, together with a simple statement that Contractor has failed to comply with any term or condition outlined in the Contract.

- 37.4. Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that Contractor has failed to comply with any term or condition outlined in the contract.
- 37.5. Performance Guarantee Release: All Performance Bonds shall be released without any interest within seven (7) days following the expiry of the validity period specified in Clause 37.1, except in cases outlined under Clause 37.4.
- 37.6. Notwithstanding anything stated in this agreement, it is agreed by the Seller that in case of default by the seller in furnishing the Performance Bank Guarantee, the purchaser/BRPL, without prejudice to the rights available with the purchaser, shall be entitled to retain a total sum not exceeding 120% of the amount of required performance bank guarantee for the tenure and upon the terms as specified in this agreement. It is agreed that the purchaser shall not be paying any interest for the said sum retained by the purchaser in lieu of default by the seller in furnishing the performance bank guarantee and no claim of any nature shall be maintainable from the side of seller, disputing the above said retention. Whereas, in case, after the deduction of above sum by the purchaser, if the seller at any point of time, submits the PBG of the required value and tenure and requests for the refund of the amount retained on this ground, the purchaser shall be releasing the money retained in lieu of PBG without any interest/cost.

38. Defects Liability Period/ Warranty / Guarantee

- 38.1. The Defect Liability Period shall be Sixty (60) months from the date of Final Takeover of Packages by the Purchaser. The Bidder warrants the satisfactory performance of all works, equipment, and materials supplied as per the contract scope for twenty-four (60) months, from the date of Final Takeover.
- 38.2. 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.
- 38.3. The Contractor is liable to rectify all defects arising from works executed or any act or omission during the Warranty/Defect Liability 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.
- 38.4. The works shall be guaranteed against any defect or failure which may arise due to faulty materials, design or workmanship for a period of 60 months from the date of handing over of the substation. In case any defect in the work is observed during the defect liability period, the same shall be rectified by the Bidder at own cost including supply of all materials, labour, equipment and any other appliance in this regard (as per prevailing rates) for the fulfilment of all obligations under the Contract and to the satisfaction of the Company, within 10 days from the date of receipt of intimation from BRPL.
- 38.5. The Contractor shall repair or replace any materials/items supplied that exhibit defects or failures due to faulty materials, workmanship, or design throughout the Defect Liability Period.

- 38.6. If during the Defects Liability Period any goods are found defective, the Bidder shall promptly replace or rectify them at its own cost, including dismantling and reinstallation, as directed by the Purchaser. If removed from site, the goods must be returned at the Contractor's cost within the agreed schedule from receipt of intimation.
- 38.7. The Contractor shall dispatch service personnel within 48 hours in emergencies and ensure availability of manpower and spares throughout the warranty period.
- 38.8. 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 Contractor. 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 Contractor. BRPL will charge the Contractor for the costs incurred for fault restoration or may set off such costs against any amount payable by BRPL to the Contractor or deduct from the PBG submitted by the Contractor. Contractor shall pay BRPL the amount within 30 days.
- 38.9. Fault root cause analysis shall be jointly conducted by BRPL's CES, O&M, OEM teams and the Contractor. If faults arise from reasons other than faulty material, design, or workmanship, the Contractor shall be exempt from further liability or cost.

39. Support beyond the Guarantee Period

- 39.1. The Contractor shall ensure the availability of spare parts and necessary technical support for a minimum period of ten (10) years following the completion of the equipment guarantee period under the contract. The Contractor must notify BRPL at least twelve (12) months in advance of the End-of-Life Support for the supplied product or technology.

40. Return, Replacement or Substitution

- 40.1. BRPL shall promptly notify the Contractor upon identification of any defective commodity. At its sole discretion, BRPL may return such defective commodities to the Contractor for replacement at no cost to BRPL or reject the commodities and procure the same or similar items from a third party. In the event of such third-party procurement, BRPL shall provide the Contractor with proof of the replacement purchase cost.
- 40.2. All costs associated with replacement, substitution, shipping, labor, and other related expenses incurred in connection with the return and replacement or third-party procurement of the commodity shall be borne by the Contractor. BRPL reserves the right to deduct such costs from any payments due to the Contractor.
- 40.3. Should the cost of the substitute commodity exceed the price quoted in the Contractor's bid, the Contractor shall reimburse BRPL for the difference.
- 40.4. At BRPL's sole discretion, materials or goods rejected and not collected by the Contractor within forty-five (45) days from the date of rejection notification may be disposed of by BRPL.

41. Effective Date of Commencement of Contract

- 41.1. The Contract shall be deemed to commence on the date of issuance of the Letter of Intent, Letter of Acceptance, or Purchase Order, whichever is earlier, and this date shall be considered as the effective commencement date for all contractual obligations.

42. Time - The Essence of Contract

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42.1. The date specified for completion of the "Project" in the Letter of Acceptance or Purchase Order issued to the Contractor shall be deemed to be of the essence of the Contract. The Contractor is required to complete the Project on or before the stipulated schedule and completion date.

43. Project Completion Timelines

- 43.1. The contractual delivery for the Goods or Services shall be **60 days** from the date of LOI/PO.
- 43.2. The Contractor shall submit a detailed PERT chart or L2 Network plan for execution of the awarded package to BRPL for review and approval within five (5) days of issuance of Letter of Intent (LOI) or Letter of Award (LOA).
- 43.3. Delivery shall be at F.O.R BRPL - Delhi stores/sites.
- 43.4. The Contractor shall submit a deployment plan for Tools & Plants (T&P) and manpower required for the project. Failure to deploy required T&P, manpower, or construction materials may result in the Employer arranging these at the Contractor's cost plus a 20% service charge, deductible from payments due.
- 43.5. The Contractor shall mobilize the team at site immediately upon receipt of order and plan round-the-clock parallel working to meet schedule milestones.
- 43.6. Weekly progress meetings shall be held on site between the Contractor and Engineer-in-Charge. The Contractor shall submit a weekly report detailing manpower deployment and major milestones achieved.
- 43.7. Strict adherence to the agreed schedule is mandatory. Failure to maintain quality or timeliness may result in the Employer withdrawing work wholly or partially without notice or liability.
- 43.8. Project schedules shall be periodically reviewed with the Employer, who may direct corrective actions including additional resources or night work at no extra cost. The Employer reserves the right to revise work schedules to meet project requirements without entitlement for extra payment.
- 43.9. The Contractor shall carry out work on Sundays and holidays, except National Holidays, if required to meet the schedule with prior written permission from Engineer-in-Charge.
- 43.10. BRPL Engineer-in-Charge shall certify final completion of work.

44. Extension of Time and Time Overrun

44.1. Extension of time may be granted at the Company's discretion if delays are not the Contractor's fault, subject to the Contractor submitting detailed justification within ten (10) days of the delay's occurrence. Such extension does not warrant any increase in contract price and does not prejudice the Company's right to recover liquidated damages.

45. Liquidated Damages

45.1. LD FOR DELAY IN COMPLETION OF WORK

45.1.1. Time is the essence of the Contract. Following issuance of the Letter of Intent/Letter of Award, the contractual network (L2 network) shall be finalized and approved by BRPL. The Contractor must adhere strictly to the agreed completion schedule and intermediate milestones.

45.1.2. 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.

- 45.1.3. If the Contractor fails to successfully hand over the awarded Packages within the agreed contract completion schedule, the contractor shall pay to the Purchaser, Liquidated damages for the delayed period at the rate of 0.5% of the total contract price per each week of delay or Pro-rata thereof, by which the Completion is delayed.
- 45.1.4. The maximum liquidated damages (LD) for delay shall not exceed 10% of the Contract Value.
- 45.1.5. It is agreed that liquidated damages constitute a genuine pre-estimate of damages and are not a penalty.

45.2. OVERALL LIQUIDATED DAMAGES:

- 45.2.1. The overall Maximum LD for delay is 10% of the Contract Value.
- 45.2.2. However, the total Liquidated Damages for delay will be limited as hereinafter provided below.
- 45.2.3. Notwithstanding the above, in the event the Contractor fails to complete the package as per the schedule; and delays the "Handling Over" of the package up to a period for which the liquidated damage for time delay becomes more than ten percent (10%) of the Contract Price, then the Purchaser at his sole discretion, shall be entitled to treat the failure as an act of default by the Contractor and same shall entitle the Purchaser to terminate the Contract.

45.3. Penalty for non-compliance of safety practices and site cleanliness: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

45.4. 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 Contractor or from the Performance Bond or file a claim against the Contractor.

45.5. If the Penalty is levied as per the Order terms & conditions; BRPL will raise the Invoice for the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

46. Recoveries

46.1. Whenever any sum is recoverable from the Contractor under this contract, the Purchaser shall be entitled to recover such amount by appropriating, in whole or in part, any sums due or that may become due to the Contractor under this contract. If such sums are insufficient to cover the full amount recoverable, the Contractor shall pay the outstanding balance to the Purchaser upon demand.

47. The Micro, Small and Medium Enterprises (MSME)

47.1. If the Contractor's establishment falls under the scope of the Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, the Contractor shall declare this status within the bid. Failure to do so will be deemed as confirmation that the Contractor is a non-MSME unit. The Contractor must also submit a copy of the Udyog Aadhaar (UA) and Udyam Registration Number, along with the PAN number.

48. Transfer and Subcontracting

48.1. The Contractor shall not subcontract, transfer, assign, or otherwise part with the Contract or any part thereof, either directly or indirectly, without the prior written approval of the Purchaser.

48.2. Notwithstanding any subcontracting, the Contractor shall remain entirely responsible for the execution, completion, and satisfactory performance of the Work, in full compliance with the



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Purchase Order, specifications, approved drawings, and data sheets. The Contractor shall also be fully accountable for any acts, omissions, defaults, or negligence of any subcontractor.

49. Intellectual Property Rights and Royalties

- 49.1. The Contractor shall indemnify the Purchaser and the Purchaser's Representative against all claims and proceedings arising from infringement or alleged infringement of any patent rights, registered designs, copyright, design, trademark, trade name, know-how, or other intellectual property rights (collectively referred to as "Intellectual Property Rights") relating to the Works, Contractor's equipment, machines, methods, plant, materials, or anything required for execution of the Works. In case of infringement, the Contractor shall, at its own cost, either rectify, modify, or replace the infringing item so that infringement ceases, or procure necessary rights or licenses from the affected third party.
- 49.2. The Contractor shall be promptly notified of any claim made against the Purchaser. The Contractor shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission that might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Contractor failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Contractor.
- 49.3. Intellectual Property Rights in any plant, materials, drawings, designs, plans, documents, specifications, data, know-how, charts, or information provided by the Purchaser remain the sole property of the Purchaser. The Contractor has only a limited right to use these for execution of the Works.
- 49.4. Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Contractor and/ or its third-party licensors ("Contractor's IPR") shall continue to vest with the Contractor and/ or its third-party licensors and the Contractor shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Contractor's IPR for the use, operation, maintenance and repair of the Works.
- 49.5. If any patent, trademark, trade name, registered design or software is developed by the Contractor or its Subcontractor specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Contractor (or its Subcontractors) for any purpose other than with the prior written consent of the Purchaser.
- 49.6. If the Contractor uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Contractor shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 49.7. If any software is used by the Contractor for the execution of the Works over which the Contractor or a third party holds pre-existing title or other rights, the Contractor shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

50. Contractor Code of Conduct

- 50.1. Contractor acknowledges having reviewed the BRPL policy on legal and ethical code required to be followed by Contractors encapsulated in the "Vendor/Contractor Code of Conduct" displayed on the official website of BRPL (www.bsesdelhi.com) also, which shall be treated as a part of the agreement/contract/PO/WO.
- 50.2. Contractor undertakes that he shall adhere to the Contractor Code of Conduct and also agrees that any violation of the Contractor Code of Conduct shall be treated as breach of the agreement/contract/PO/WO.
- 50.3. In event of any such breach, irrespective of whether it causes any loss/damage, company (BRPL) shall have the right to recover loss/damage including liquidated damages from Contractor.
- 50.4. The Contractor hereby indemnifies and agrees to keep indemnified the company (BRPL) against any claim/litigation/liability/penalty including litigation cost arising out of any violation of Contractor Code of Conduct by the Contractor or its officers, agents & representatives etc.

51. Limitation of Liability

- 51.1. Except in cases of willful misconduct, fraud, or gross negligence, neither Party shall be liable to the other for loss of use of any works, loss of profit, loss of contracts, or any other indirect or consequential damages arising out of or in connection with the Contract. The total liability of the Contractor to the Purchaser under this Contract shall not exceed the Contract Value.
- 51.2. Notwithstanding the above, this clause shall not limit the liability of the Contractor in the following cases:
- 51.2.1. Fraud, willful misconduct, or unlawful acts
 - 51.2.2. Acts or omissions that violate the fundamental rules of diligence that a conscientious Contractor would observe under similar circumstances
 - 51.2.3. Intellectual property infringement
 - 51.2.4. Breach of confidentiality or data security obligations
 - 51.2.5. Tax and statutory dues liabilities
 - 51.2.6. Recovery of liquidated damages
 - 51.2.7. Third-party death or personal injury

52. Liability of Suppliers/Contractors

- 52.1. Subject to the due discharge of its obligations under the Contract and except in case of willful misconduct, fraud, or gross negligence on the part of the Contractor or on the part of any person acting on behalf of the Contractor, with respect to any loss or damage caused by the Contractor to the Purchaser's property or the Site, the Contractor shall not be liable to the Purchaser for the following:
- a) For any indirect or consequential loss or damage; and
 - b) For any direct loss or damage that exceeds:
 - i. The total payments made and expected to be made to the Contractor under the Contract including reimbursements, if any; or
 - ii. The insurance claim proceeds that the Contractor may be entitled to receive from any insurance purchased by the Contractor to cover such a liability, whichever is higher.
- 52.2. This limitation of liability shall not affect the Contractor's liability, if any, for damage to third-party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the Contractor in executing the order.



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- 52.3. Notwithstanding anything contained in the Contract, the Contractor shall not be liable for any wilful misconduct, fraud, or gross negligence on the part of the Purchaser or any of its affiliates, any Contractor, or any party, other than Contractor and/or, its directors, officers, agents or representatives or its affiliates, or Subcontractor, or the Contractor or any third party engaged by it.
- 52.4. Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, Contractor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Contractor from any of its liabilities or responsibilities arising in relation to or under the Contract.

53. Indemnification

- 53.1. The Contractor shall indemnify and hold harmless the Company from and against any and all liabilities, claims, damages, losses, or expenses arising out of or resulting from:
- 53.1.1. any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
 - 53.1.2. any act or omission of contractor or its employees or agents.
 - 53.1.3. any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.
 - 53.1.4. Any damages or loss related to free-issued materials, for which the Bidder shall submit an Indemnity Bond.
- 53.2. The Contractor shall at all times indemnify the Company against all liabilities to third parties, including employees or agents of the Company or the Contractor, for bodily injury, property damage, or any other loss arising out of or in connection with the execution or completion of the Works. This includes all costs, charges, and expenses incurred by the Company due to claims from such persons.

54. Events of Default

- 54.1. Each of the following events or occurrences shall constitute an event of default under the Contract:
- 54.1.1. The Contractor fails or refuses to pay any amounts due under the Contract;
 - 54.1.2. The Contractor 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 valid extension thereof;
 - 54.1.3. The Contractor 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 Contractor's creditors file any petition relating to bankruptcy of Contractor;
 - 54.1.4. The Contractor fails to complete the works in accordance with the approved schedule of works.
 - 54.1.5. The Contractor fails to comply with any reasonable instructions or directions issued by the Company in connection with the execution of the works.
 - 54.1.6. The Contractor 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 Contractor of notice of such failure from BRPL specifying the failure.

55. Consequences of Default

- 55.1. If any Event of Default occurs and continues, BRPL may, by written notice, terminate the Contract forthwith.

- 55.2. Upon occurrence of an Event of Default, BRPL may, without prejudice to any other rights or remedies available under law or the Contract, exercise one or more of the following remedies;
- 55.2.1. Invoke and present the Performance Bond for payment;
 - 55.2.2. Procure the same or equivalent Commodities from any third-party source; and/or
 - 55.2.3. Recover from the Contractor any losses, damages, or additional expenses incurred as a result of the Contractor's default.

56. Force Majeure

- 56.1. An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control directly or indirectly, of the affected Party, but only if and to the extent that:
- 56.1.1. 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 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.
 - 56.1.2. 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.
 - 56.1.3. Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
 - 56.1.4. Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken to comply with the above clause.

56.2. Specific Events of Force Majeure

- 56.2.1. 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:
- 56.2.1.1. Natural elements or other acts of God, such as storms, floods, earthquakes, lightning, cyclones, landslides, or other natural disasters.
 - 56.2.1.2. Explosions or fires.
 - 56.2.1.3. Epidemics, pandemics, or plagues.
 - 56.2.1.4. Declared war by the Government of India.
 - 56.2.1.5. Dangers of navigation or perils of the sea.
 - 56.2.1.6. Cyber security incidents impacting grid operations.
 - 56.2.1.7. Pandemic-related lockdowns.
 - 56.2.1.8. Climate change events beyond traditional natural disasters.
 - 56.2.1.9. Embargoes.
 - 56.2.1.10. Supply chain or industrial disturbances beyond reasonable control.
- 56.2.2. Note: Force Majeure shall not apply to financial inability, labor shortages, power failures, strikes, accidents, or subcontractor defaults.

56.3. Notice of Events of Force Majeure

- 56.3.1. If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:
- 56.3.1.1. 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
 - 56.3.1.2. 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.
 - 56.3.1.3. Use all reasonable efforts to resume full performance of the obligation as soon as practicable

- 56.3.1.4. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- 56.3.1.5. Provide prompt notice of the resumption of full performance or obligation to the other party.

56.4. Mitigation of Events of Force Majeure

- 56.4.1. Each Party shall:
 - 56.4.1.1. 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;
 - 56.4.1.2. 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
 - 56.4.1.3. 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.

56.5. Burden of Proof

- 56.5.1. 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.

56.6. Termination for Certain Events of Force Majeure

- 56.6.1. 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.
- 56.6.2. The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of the following occurs:
 - 56.6.2.1. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.
 - 56.6.2.2. In case the Bidder commits any Act of Insolvency, or is adjudged insolvent
 - 56.6.2.3. Has abandoned the contract
 - 56.6.2.4. Has failed to commence work or has suspended the progress of works
 - 56.6.2.5. Has failed to proceed with the works with due diligence and failed to make such due progress

56.7. Limitation of Force Majeure event

- 56.7.1. The Contractor shall not be relieved of any obligation under the Contract solely because the cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

56.8. Extension of Contract Period due to Force Majeure event



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56.8.1. 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.

56.9. Effect of Events of Force Majeure

56.9.1. 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 the failure to perform such obligations shall be due to an event of "Force Majeure".

57. Suspension or Extension

57.1. The Purchaser reserves the right to suspend or reinstate execution of the whole or any part of the Works without affecting the validity of the Contract provisions. Any orders for suspension or reinstatement shall be provided to the Contractor in writing. The completion time for the Works will be extended by a period equivalent to the duration of the suspension.

57.2. For any aggregate suspension period less than six (6) months, the Contractor shall not be entitled to claim reimbursement. If the suspension of the Works extends beyond six (6) months, the Purchaser will reimburse the Contractor only for necessary and demonstrable direct costs incurred, subject to satisfactory substantiation. Overheads, incidentals, and profit shall not be considered. The Purchaser's decision regarding such claims will be final and binding. The Purchaser shall bear no liability for suspension or delay arising from any default on the part of the Contractor or its sub-contractors; the Purchaser's decision in this respect shall also be final and binding.

58. Protection of Property

58.1. The Contractor shall be fully responsible for any damage caused by its operations. The Contractor shall ensure the protection of all persons, including members of the public, employees of the Purchaser, employees of the Contractor and subcontractors, and safeguard all public and private property, including structures, buildings, plants, equipment, and utilities-whether located above or below ground.

58.2. The Contractor shall provide and maintain all necessary safety measures, such as barriers, signboards, warning lights, and alarms, to ensure adequate protection of persons and property. The Contractor shall give reasonable notice to the Purchaser and any affected parties regarding public or private property and utilities that may be subject to damage during the execution of the works, and shall coordinate all necessary arrangements for the removal, replacement, or protection of such property and utilities with the concerned authorities.

59. Severability

59.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

60. Waiver of Rights

60.1. No failure or delay by either Party in enforcing any provision of this Agreement shall be deemed a waiver of that provision or of any subsequent breach. Any waiver granted must be expressly made in writing and shall apply only to the specific instance and shall not constitute a waiver of any other rights or breaches occurring thereafter.

61. Cleanliness & Precautions at Site

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- 61.1. All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs.
- 61.2. While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc. contractor shall adhere to below mentioned guidelines:
- 61.2.1. No construction material/ debris shall be stored on metalled road.
 - 61.2.2. Windbreakers of appropriate height on all sides of earmarked area using CGI sheets shall be raised to ensure that no construction material dust fly outside earmarked area.
 - 61.2.3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
 - 61.2.4. The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
 - 61.2.5. Overloading of vehicles shall be strictly prohibited.
 - 61.2.6. The construction material at site shall be stored under wet and covered conditions.
 - 61.2.7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
 - 61.2.8. The worker at the site shall be sensitized to adopt/observe the dust-controlled measures in true spirit.
 - 61.2.9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
 - 61.2.10. Wet jet in grinding and stone cutting is being permitted at site.
 - 61.2.11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
 - 61.2.12. Bidder shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under contract.
 - 61.2.13. Contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.
 - 61.2.14. The Execution Contractors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other actions by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

62. Safety Code

- 62.1. The Contractor shall ensure that all safety precautions required by applicable laws are strictly observed at the work site. The Contractor shall be fully responsible for the safety of its workers, as well as all other personnel present at the site or premises. No worker under the age of eighteen (18) years shall be employed by the Contractor.
- 62.2. The Contractor shall comply with all safety requirements as detailed in the Company's Safety Manual, accessible at <https://www.bsedelhi.com>, throughout all phases of the Contract.
- 62.3. Where subcontracting is approved in writing by the Company, the main Contractor shall ensure that all safety provisions are enforced by subcontractor personnel.
- 62.4. Contractors employing two hundred (200) or more employees, including contract workers, shall appoint a dedicated Safety Coordinator to oversee compliance with contractual safety obligations. Contractors with fewer employees shall nominate an employee to fulfill this role. The Safety Coordinator shall liaise with the Company's Safety Officer and have their name prominently displayed on a notice board at the work site.

- 62.5. The Contractor shall be fully liable for any non-compliance with safety measures, including consequences such as injuries, fatalities, and associated compensation liabilities.
- 62.6. In the event of any accident, the Contractor shall immediately submit a detailed report to the Owner and Safety Officer outlining the circumstances, injuries or fatalities, extent of property damage, and remedial measures taken to prevent recurrence. Additionally, the Contractor shall provide a monthly summary report of all accidents to the Owner.

63. Statutory Obligations

- 63.1. The Contractor shall comply with all applicable laws, by-laws, regulations, various Acts, Rules, codes, and standards including but not limited to
- 63.1.1. -The Child Labour (Prohibition & Regulation) Act, 1986,
 - 63.1.2. -The Contract Labour (Regulation & Abolition) Act, 1970,
 - 63.1.3. -The Employees' Pension scheme, 1995,
 - 63.1.4. -The Employees Provident Funds and Miscellaneous Provisions Act, 1952,
 - 63.1.5. -The Employees State Insurance Act, 1948,
 - 63.1.6. -The Equal Remuneration Act, 1976,
 - 63.1.7. -The Industrial Dispute Act, 1947,
 - 63.1.8. -The Maternity Benefit Act, 1961,
 - 63.1.9. -The Minimum Wages Act, 1948,
 - 63.1.10. -The payment of Bonus Act, 1965,
 - 63.1.11. -The Payment of Gratuity Act, 1972,
 - 63.1.12. -The Payment of Wages Act, 1936,
 - 63.1.13. -The Delhi Shops & Establishment Act, 1954,
 - 63.1.14. -The Company's Liability Act, 1938,
 - 63.1.15. -The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013,
 - 63.1.16. -The Delhi Preservation of Trees Act 1994,
 - 63.1.17. -The Workmen Compensation Act, 1923,
 - 63.1.18. -Building and Other Construction Workers (Employment and Regulations) Act 1996,
 - 63.1.19. -Building and Other Construction Workers (Cess) Act 1996,
 - 63.1.20. -Indian Electricity Act, 2003 and Indian Electricity Rules,
 - 63.1.21. -GST tax,
 - 63.1.22. -And all other applicable laws, as amended, including any statutory approvals required by Central or State Government authorities, including the Ministry of Labour.
- 63.2. The Contractor shall indemnify the Purchaser fully for any financial liabilities arising out of non-compliance with the above provisions.
- 63.3. The Contractor shall comply all laws of the land and prevailing orders issued by various Govt Departments like Dept. of Power/DERC/NGT/Dept. of Forest/Dept. of Environment/DPCB/CPCB/Court orders etc. Broadly, the compliance shall be as detailed below, but not limited to:
- 63.3.1. An Electrical license.
 - 63.3.2. PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
 - 63.3.3. All employees to have a temporary or permanent ESI Card as per ESI Act.
 - 63.3.4. ESI Registration No.
 - 63.3.5. Sales Tax registration number, if applicable.
 - 63.3.6. PAN No.
 - 63.3.7. Labour License under Contract Labour Act (R & A) Act 1970.
 - 63.3.8. Delhi Building and other Construction Workers (Regulation of Employment and Conditions of Services) Rules, 2002(B.O.C.W.)
 - 63.3.9. Additional obligations include:
 - 63.3.9.1. Procuring a third-party Insurance Policy before starting work
 - 63.3.9.2. Adhering to the Minimum Wages Act applicable in the state

- 63.3.9.3. Ensuring payment of salaries/wages exclusively via ECS into employees' bank accounts by the 7th of the succeeding month; in exceptional cases, crossed cheques may be issued, with full disclosure to HR (CMC)
- 63.3.9.4. Maintaining accurate Wage and Attendance Registers
- 63.3.9.5. Providing and maintaining a First Aid Box at the site
- 63.3.9.6. Submitting latest PF and ESI challans with certificates confirming timely deduction and deposit of contributions for all employees
- 63.3.9.7. Securing a Workman Compensation Policy, if applicable
- 63.3.9.8. Securing Labour License before starting work, if applicable

63.4. Prior to commencement, the Contractor shall provide the Company with permanent PF Code and ESI details of all employees.

64. Staff and Workman

- 64.1. It shall be the responsibility of the Contractor to:
- 64.1.1. Obtain the necessary Contract Labour License from the relevant authorities and maintain liaison with them. The Company shall provide required forms for obtaining such licenses. However, the Contractor shall bear all associated expenses, including registration with the Provident Fund Department relevant to the scope of work. The Contractor shall ensure monthly PF deposits for all staff and labor and furnish all related documentation to the Company.
 - 64.1.2. Obtain and maintain workman insurance coverage for all deployed workers.
 - 64.1.3. Maintain proper records for all employed workers in the form of various registers, including but not limited to:
 - 64.1.3.1. Register of workmen
 - 64.1.3.2. Register of muster rolls
 - 64.1.3.3. Register of overtime
 - 64.1.3.4. Register of wages
 - 64.1.3.5. Any other registers required by the latest amendments to labour laws
 - 64.1.4. Maintain all records in the prescribed formats.
 - 64.1.5. Disburse monthly wages to workers and supervisors promptly and in the presence of Company representatives or as directed by labour authorities.
 - 64.1.6. Maintain proper liaison with Project authorities, local police, and all other relevant governmental or local bodies.
 - 64.1.7. Pay all workmen no less than the minimum wages prescribed under applicable State or Central labour laws. The Contractor shall ensure full compliance with the Minimum Wages Act, PF Act, ESIC Act, Workmen Compensation Act, Contract Labour Regulation and Abolition Act, and all related rules. In case of statutory non-compliance, the Company reserves the right to act at the risk and cost of the Contractor.
 - 64.1.8. Employ the required number of skilled, semi-skilled, and unskilled workers as per site requirements to complete the project on schedule. The Contractor shall provide necessary safety equipment such as safety shoes, helmets, belts, and gloves to all workers and staff during erection and other works.
 - 64.1.9. Employ adequate engineering and supervisory staff to ensure timely project completion. The day-to-day management and supervision of site works shall be the responsibility of the Contractor's Engineer-in-Charge, who will report to the Company's Engineer-in-Charge and assist in overall project execution.

65. Insurances

- 65.1. The Contractor, at their own cost, shall procure and maintain a Comprehensive Marine cum Storage cum Erection (MSE) insurance policy covering the entire Project cost.
- 65.2. Such insurance coverage shall be held jointly in the names of the Purchaser and the Contractor. The Contractor shall have the authority to liaise directly with the insurance



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company or companies throughout the Contract period and shall be responsible for maintaining all insurance policies in force.

65.3. The Contractor shall bear all risks of loss or damage to equipment during handling, transportation, storage, erection, commissioning, and all activities until the satisfactory completion and handover of Performance Guarantee tests of the plant. The Contractor shall promptly present all claims and shall be responsible for repairing or replacing any damaged or lost equipment.

65.4. For all insurance policies obtained, the Contractor shall handle claim settlements directly with underwriters without imposing any liability on the Purchaser. The Contractor shall arrange for replacement or rectification promptly without awaiting insurance claim settlements, bearing all related costs. Such events shall not entitle the Contractor to any extension of contract time or additional cost claims.

65.5. Marine Transit Risk and Erection All Risk Coverage:

65.5.1. The Contractor shall secure coverage for marine transit risk related to supply materials at 100% of their declared value and erection all-risk coverage for 100% of the Project cost. This coverage shall include, but is not limited to, loss or damage from AOG perils, earthquakes, and acts of terrorism.

65.6. Third Party Insurance:

65.6.1. Prior to commencing work, the Contractor shall obtain third-party insurance at their own cost to cover any loss, damage, or injury to property or persons (including those of the public, employees, and representatives of any outside agency or the Company) arising out of or in connection with performance of the work or temporary works. The Contractor shall be responsible for settling all claims related to third-party insurance without involving the Purchaser/Owner and shall promptly arrange replacement or rectification at their own cost.

65.7. Group Personal Accident Insurance:

65.7.1. The Contractor shall secure accidental insurance coverage for all staff deployed under this Agreement, covering death, permanent total disability, and partial permanent disability due to external accidents, with a minimum coverage of Rs. 15 Lakh (Table C). Permanent total disability coverage shall be 125% of the basic sum assured. The Contractor shall ensure same-day on-the-spot claim settlement with the legal heirs of any victim, without awaiting insurance claim settlements and without any liability on BRPL. The Contractor shall bear the full premium costs of this coverage and provide copies of all relevant policies within fifteen (15) days of commencement of work.

65.8. Insurance for Man, Material & Machinery Deployed at Site:

65.8.1. The Contractor shall be responsible for insuring its personnel, materials, and machinery deployed at the site for the awarded package. Copies of such insurance policies shall be furnished to the Purchaser prior to the start of work.

65.9. Workman Compensation:

65.9.1. The Contractor shall obtain and maintain a valid insurance policy under the Workman Compensation Act to cover all workers who are not already covered under Employees' State Insurance (ESI) and Provident Fund (PF), engaged in executing the jobs covered under this Contract. A copy of the insurance policy shall be provided to the



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Company for reference and record-keeping. If all workers are covered under ESI and PF, the Contractor shall certify this status to the Company.

65.9.2. The Contractor shall indemnify and keep the Company indemnified against all claims for compensation under the provisions of the Workmen Compensation Act, 1923, as amended from time to time, or under any other applicable law related to compensation payable to workers employed by the Contractor, subcontractors, or agents for work under this Contract. This indemnity includes all costs, expenses, and liabilities incurred by the Company in connection with such claims, without prejudice to the Company's rights to recover amounts.

65.9.3. The Company shall be entitled to deduct from any amounts due or to become due to the Contractor all moneys paid or payable in connection with such claims, costs, or expenses. The Contractor agrees to abide by the Company's decision concerning the sums payable under this clause.

66. Human Resource Issues

66.1. The Contractor shall execute the works using its own resources and shall bear all costs related to salaries, allowances, perks, travel expenses, advances, insurance, safety measures, security, transportation, and any other miscellaneous expenses for their employees and workmen during the tenure of the Annual Maintenance Contract (AMC). The Contractor shall also be solely responsible for payments related to outpatient care, hospitalization, and compensation in the event of any accident, injury, or death.

66.2. The issuance of ID cards for the Contractor's workforce shall be managed exclusively by the BRPL Security ID Card Cell. Contractors must maintain records of identity cards and promptly collect and return cards upon employee separation. Failure to comply will attract penalties. Contractors shall submit a detailed employee list to BRPL Security prior to contract commencement.

66.3. The Contractor shall deploy manpower immediately as required to perform the specified work.

66.4. The Contractor must ensure that no disputes arise concerning service conditions or payments during the contract period. Employees of the Contractor shall not make claims or demands on the Company for employment, wages, allowances, or related matters at any time.

66.5. The Contractor shall not deploy personnel below 18 years of age and shall not deploy female workers between 7 PM and 6 AM.

66.6. The Contractor shall be solely responsible for any disputes arising between it and its employees and shall indemnify the Company against all resultant losses, damages, and claims. All legal dues to employees must be paid timely or within eight days post-termination.

66.7. The Contractor shall provide and ensure regular use of all necessary safety gear by its workforce, including safety shoes, helmets, gloves, belts, goggles, etc., at its own cost.

66.8. The Contractor shall maintain discipline among its workforce and adhere to the Company's disciplinary procedures at the site. The Company reserves the right to object to the presence of any Contractor employee deemed to exhibit misconduct or negligence; such personnel must be replaced immediately upon request.

66.9. The Contractor shall ensure compliance with:

66.10. Payment of minimum wages as notified by the Government of the National Capital Territory of Delhi



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66.11. Salary disbursement strictly via ECS

66.12. Timely deduction and deposit of ESI and PF contributions, with submission of relevant documentation to the Company

66.13. The Company reserves the right to require Contractor services on holidays or beyond normal working hours, with written communication provided by the Engineer In-Charge.

66.14. The Contractor shall ensure none of its personnel engage in activities detrimental to the Company's interests. Any violations may lead to actions as per tender terms.

66.15. The Contractor is responsible for all applicable taxes and duties payable to central, state, or local authorities.

66.16. Contractor employees shall not be considered employees of the Company and are not entitled to Company benefits or facilities. Should the Company incur liabilities due to Contractor employee-related laws or enactments, such costs shall be recoverable from the Contractor, including any sums payable.

66.17. The Contractor shall fully comply with all applicable statutory Acts.

66.18. The Contractor shall submit compliance documentation as per the format attached as Annexure I.

66.19. The Contractor shall adhere to the Vendor/Bidder Code of Conduct as specified in the NIT.

67. Environmental, Health & Safety Plan

67.1. 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:

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

67.1.2. Comply with the procedures provided in the interests of Environment, Health and Safety.

67.1.3. Ensure that all of their employees designated to work are properly trained and competent.

67.1.4. 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 Contractors' instructions.

67.1.5. Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction before the commencement of work.

67.1.6. Provide details of any hazardous substances to be brought onsite.

67.1.7. Ensure that a responsible person accompanies any of their visitors to site.

67.1.8.

67.1.9. All contractor's staff are accountable for the following:

67.1.10.

67.1.11. 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.

67.1.12. Keep tools in good condition.

67.1.13. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.

67.1.14. Develop a concern for safety for themselves and for others.

67.1.15. Prohibit horseplay.

67.1.16. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

68. Guidelines Regarding Inspection & Maintenance of Pits/Dugs

- 68.1. The contractor shall ensure strict compliance of the following directions:
- 68.1.1. The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kind shall be regularly inspected and maintained.
 - 68.1.2. Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
 - 68.1.3. These sites shall be cordoned off to render them inaccessible to the public.
 - 68.1.4. The existence of these sites shall be clearly & visibly marked by the display of signboards/ signages.
 - 68.1.5. If they are required to be covered, it shall be ensured that the covers are in place.
 - 68.1.6. If required, as per law, prior permission from authorities shall be secured before the commencement of work.
 - 68.1.7. Bidder shall follow all laws of the land and prevailing borders issued by various Govt departments like Dept of Power / DERC /NGT/ Dept of Forest/Dept of Environment/DPCB/Court Orders etc.

69. Measures Related to the Tree Pruning, Excavation near Tree and Construction & Demolition

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

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

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

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

- 69.1.2.1. Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
- 69.1.2.2. While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.
- 69.1.2.3. If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

69.2. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

- 69.2.1. Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:
 - 69.2.1.1. Dust/wind breaking walls of appropriate height around the periphery of the construction site.
 - 69.2.1.2. Installation of Anti Smog Gun(s) (for >20,000 m² built up area).
 - 69.2.1.3. Tarpaulin or green net on scaffolding around the area under-construction and the building.
 - 69.2.1.4. All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
 - 69.2.1.5. All vehicles carrying construction material and construction debris should be fully covered and protected.
 - 69.2.1.6. All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
 - 69.2.1.7. No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
 - 69.2.1.8. No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
 - 69.2.1.9. Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
 - 69.2.1.10. Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m² built up area).
 - 69.2.1.11. Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
 - 69.2.1.12. Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
 - 69.2.1.13. Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
 - 69.2.1.14. Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
 - 69.2.1.15. Ensure the compliance of all dust control measure.

69.3. It is clarified that BRPL has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the Contractor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BRPL shall be free to take all actions against Contractor for such breach of contract including the termination of the said contract. Additionally, the Contractor shall also be liable

to indemnify BRPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.

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

70. Commissioning & Acceptance Test

70.1. Upon completion of the Works, the Contractor shall conduct a trial run or operational test in the presence of the Engineer in Charge. The system shall be operated under the Contractor's supervision during this period. The Contractor shall promptly undertake any necessary rectifications or modifications identified during the trial run.

70.2. Upon satisfactory completion of the trial run, the system shall be considered energized and placed into commercial operation. The Engineer In Charge will issue a certificate of acceptance confirming successful commissioning.

71. Work Completion Certification, Handing Over

71.1. 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.

71.2. Upon the successful completion of all testing and commissioning of the items and works under the package, and subject to the Purchaser's/Owner's satisfaction, the Purchaser shall issue a "Taking Over Certificate" to the Contractor. This certificate shall serve as the final acceptance of the package and shall only be issued after the Purchaser receives the corresponding certificate from the Owner.

72. Punch List and Outstanding Work

72.1. The Contractor shall, in coordination with the Purchaser, prepare and update on a continuing basis during the period between completion of structure and final completion, punch lists (based on the preliminary punch list) of outstanding items requiring completion or rectification.

72.2. The Contractor shall rectify or complete all outstanding work or plant items to the standards specified in the Contract and according to the schedule set forth in the punch list. If the Contractor fails to commence or diligently proceed with such outstanding work as per the agreed schedule, the Purchaser may arrange for completion of the outstanding work. The reasonable costs incurred for such completion shall be certified by the Purchaser and deducted from the contract price or otherwise paid by the Contractor to the Purchaser.

72.3. The parties may mutually agree that any outstanding work items shall be carried out by the Purchaser or deleted from the punch list, subject to an agreement on the appropriate compensation or allowance to be paid or granted by the Contractor to the Purchaser in respect of such outstanding items.



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73. Rectification/Correction and Replacement of faulty/defective/damaged work

73.1. The Employer may reject defective or unsatisfactory work or materials. The Contractor shall proceed immediately with the correction of rejected, defective, or unsatisfactory workmanship or materials and shall have all objectionable materials and defective work removed from the site (or any place used for storing materials for use on the work) and replaced.

74. Demobilization

74.1. Prior to handing over the site, the Contractor shall ensure the removal of all its belongings, materials, equipment, supplies, wastes, and any other property brought or generated at the site or work area.

74.2. The Contractor shall, as soon as reasonably practicable and in accordance with all applicable laws and regulations, remove or dispose of all debris, rubbish, and waste, taking all necessary measures to prevent any damage to the site or adjacent property.

74.3. Regarding labor and accommodation, the Contractor shall be fully responsible for the removal of all its workmen, laborers, and any temporary structures, hutments, sheds, or dwellings erected for the execution of the works, ensuring complete clearance of the site prior to handover.

75. Contract Closure

75.1. Upon completion of all works in accordance with the scope and specifications of the Contract, the process for contract closure shall be initiated. The following key activities, as applicable, shall be undertaken to effect contract closure:

75.1.1. Completion of works and issuance of the Work Completion Certificate by the Purchaser.

75.1.2. Resolution and closure of all outstanding punch points.

75.1.3. Finalization and certification of measurements by the Engineer-in-Charge or the designated Engineering representative.

75.1.4. Joint final reconciliation of Free Issue Materials (FIM) between the Contractor and Purchaser.

75.1.5. Joint reconciliation and finalization of delay analysis, including Liquidated Damages (LD), if applicable.

75.1.6. Submission of No Demand Certificate by the Contractor.

75.1.7. Submission of Indemnity Bond by the Contractor.

75.1.8. Reconciliation and confirmation of the Contract Payment Register and associated accounts by both Contractor and Purchaser.

76. Patent Rights and Royalty

76.1. In the event that the Contractor, during the course of performing its obligations under this GCC, acquires, invents, or develops any proprietary knowledge, information, process, or invention which qualifies, or may qualify, as a trademark, copyright, patent, trade secret, geographical indication, or any other intellectual property right, the Bidder shall promptly disclose such creation to BRPL. All title, interest, and rights to such intellectual property shall vest exclusively in BRPL, and the Contractor shall execute all documents necessary to ensure BRPL's sole ownership without delay.

76.2. The Contractor warrants that, in performing its obligations, no intellectual property rights of any third party shall be infringed, whether by violation of statute, passing off, or otherwise. The Contractor shall bear sole responsibility for any infringement claims, and shall fully indemnify and hold BRPL harmless from and against any and all losses, damages, liabilities, costs, or expenses (including reasonable legal fees) incurred as a result of any such



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infringement. Any compensation, damages, or expenses paid by BRPL to third parties in connection with such infringement shall be recoverable in full from the Contractor.

77. Confidentiality/Secrecy

- 77.1. The Contractor shall not, without the Company's prior written consent, disseminate, publish, or otherwise utilize in any form of advertising, publicity, sales release, or media any photograph, reproduction, or description of the Works under this Contract, nor disclose the site details, dimensions, quantities, or other related information concerning the Works.
- 77.2. The Contractor, along with its employees and representatives, shall maintain strict confidentiality regarding all information encountered in the execution of the Contract, as detailed below.
- 77.2.1. Documents: All maps, plans, drawings, specifications, schemes, and other documents or information related to the Contract/Project, including any material supplied to the Bidder by BRPL for contract execution, shall be treated as confidential and remain the property of BRPL. Such documents shall be used solely for purposes of the Contract and shall not be disclosed or used for any other purpose. Disclosure
- 77.2.2. to third parties is permitted solely where such disclosure is necessary for the execution of the Work, and only upon the third party's execution of a confidentiality agreement acceptable to BRPL, explicitly committing to uphold confidentiality obligations equivalent to those set forth herein.
- 77.2.3. Geographical Data: Maps, layouts, site photographs, and regional imagery depicting installations of national or BRPL significance shall not be published, disclosed, or exported without BRPL's prior written approval. Any necessary disclosure to third parties shall be subject to confidentiality agreements satisfactory to BRPL, executed prior to disclosure.
- 77.2.4. Violation: In the event of any breach of these confidentiality provisions, the Contractor shall indemnify and hold the Company harmless from any loss, cost, damage, or claim (including claims asserted by third parties) arising as a result of such breach. Any actual or suspected data breach or cyber incident must be promptly notified to BRPL and investigated at the Contractor's expense.
- 77.3. Furthermore, the Bidder shall be liable for compensation or damages as determined by the competent authority of BRPL.

78. Progress Reports of Work Execution and Information

- 78.1. Throughout the manufacturing and erection stages of critical equipment under this Contract, the Contractor shall, at its own expense, submit periodic progress reports as reasonably required by the Purchaser. These reports shall include relevant supplementary materials such as charts, network diagrams, photographs, and test certificates. The format, size, and number of copies of such reports shall be specified by the Purchaser.
- 78.2. Quantitative progress reports shall refer to the project schedule in sufficient detail to enable the Purchaser to assess performance, schedule witness dates, and evaluate forecasts, including reports on key subcontracts, where applicable. Within seven (7) days after each report submission—and at other times as reasonably requested by the Purchaser—the Contractor and Purchaser shall meet to discuss progress.
- 78.3. Weekly progress reports shall include but not limited to:
- 78.3.1. Executive summary
- 78.3.2. Description of the work and services performed and goods and materials delivered and erected during the preceding week.
- 78.3.3. Necessary photographs of work done in the manufacturer's shop and erection site which shall be taken when and where indicated by the Purchaser. Photographs shall

be approximately 100 x 125 mm in size including a margin of 5 mm side for fixing. Adequate numbers of photographs shall be submitted indicating various stages of manufacture and erection of critical items. Each photograph shall contain the date, the name of the Contractor and the title of the view taken.

- 78.3.4. Updated project schedule showing progress to the end of the week (as percentages completed of the Contractor's activities broken down into significant elements of the works), and the current schedule of activities and the targets for the next week.
- 78.3.5. Identification of areas with foreseeable problems which in the opinion of the contractor may affect the project schedule.
- 78.3.6. Such other information and supporting documentation as the Purchaser may require satisfying himself about the timely manufacture, delivery and erection of equipment as per contract.

78.4. The Purchaser shall advise the Contractor about the number of copies of progress reports and, where relevant, photographs he has to submit each week together with the names and addresses of persons (Communication Matrix) to whom they are to be sent. Purchaser will also advise the contractor regarding the format of the Monthly Progress report.

78.5. In addition to the above, the Contractor shall promptly furnish all reports, records, and information as may be requested by the Company, in a form and frequency specified by the Company. The Company retains the right to alter the format and requirements of such submissions, and the Contractor shall be bound to comply with any revised reporting obligations as communicated by the Company

79. Dispute Resolution & Arbitration

79.1. The Parties shall make all reasonable efforts to resolve amicably, through mutual discussions, any disputes or differences arising out of or in connection with this Contract. In the event that such disputes remain unresolved for thirty (30) days from the date either Party notifies the other in writing of the dispute, either Party may refer the matter to arbitration.

79.2. Arbitration shall be conducted by a tribunal comprising two arbitrators - one to be appointed by each Party. The two arbitrators thus appointed shall mutually select a third individual to act as the presiding arbitrator prior to entering upon reference, if and when required. The arbitration proceedings shall be undertaken in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and its 2015 and 2019 amendments. The seat and venue of arbitration shall be New Delhi, India. The language of all proceedings, documents, and communications shall be English. The arbitral process shall be completed within a maximum period of three (3) months from constitution of the arbitral tribunal.

79.3. Reference to negotiation and/or arbitration may proceed regardless of whether the Works have been completed, provided that the contractual obligations of both the Purchaser and the Contractor shall remain unaffected during pendency of arbitration. Under no circumstances shall the Contractor suspend execution of the Works, in whole or in part, on account of ongoing arbitration. Payments due to the Contractor shall continue to be made as per the terms of the Contract.

79.4. All disputes arising out of or in relation to this Contract that require recourse to judicial proceedings shall be subject to the exclusive jurisdiction of the courts at Delhi, India.

80. Termination Due To Contractors Default

80.1. The Purchaser shall have the right to terminate this Contract by providing the Contractor with seven (7) days' prior written notice if any of the following events occurs:

- 80.1.1. The Contractor fails to complete the execution of the Works within the approved schedule, terms, and conditions stipulated herein.



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- 80.1.2. The Contractor commits an act of insolvency or is adjudged insolvent by a court of competent jurisdiction.
- 80.1.3. The Contractor abandons the Contract.
- 80.1.4. The Contractor fails to commence the Works or suspends the progress of the Works for an unreasonable period.
- 80.1.5. The Contractor fails to proceed with the Works with due diligence and fails to make satisfactory progress.

81. Remedy for Contractor's Default

- 81.1. If the quality of the Works performed by the Contractor fails to meet the contract requirements, the Purchaser shall have the right to demolish or reject such defective work and have it re-executed at the Contractor's risk and cost.
- 81.2. If the Contractor is unable to perform the Works in accordance with the agreed schedule and other contract provisions, the Purchaser may, after providing seven (7) days' written notice to the Contractor, have the Works rectified, completed, or carried out by an alternative agency at the Contractor's risk and cost.

82. Risk & Cost

- 82.1. If the Contractor fails to execute the Works as per the NIT specifications or as agreed in the Contract within the scheduled period, including any extensions granted, the Contract shall be terminated. BRPL reserves the right to complete the Works through alternative sources at the Contractor's risk and cost. Any additional expenditure incurred shall be debited to and recovered from the Contractor under the Contract.

83. Termination for convenience of Purchaser

- 83.1. The Purchaser may, at its sole discretion, terminate this Contract in whole or in part by providing the Contractor with thirty (30) days' prior written notice, including notice via email. The Purchaser shall pay the Contractor for all supplies and services rendered up to the effective date of termination, subject to submission of an appropriate invoice by the Contractor.
- 83.2. Upon receipt of the termination notice, the Contractor shall, within thirty (30) days or by the date specified in the notice:
 - 83.2.1. Cease all further Work, except for such activities as may be necessary to protect and preserve completed portions of the Facilities or to leave the site in a safe and clean condition as directed by the Purchaser.
 - 83.2.2. Terminate all subcontracts, except those which the Purchaser specifies will be assigned to it.
 - 83.2.3. Remove all Contractor's equipment and personnel, including subcontractors' personnel, from the site and clear all debris, rubbish, and wreckage, leaving the site clean and safe.
 - 83.2.4. Deliver to the Purchaser all completed portions of the Facilities as of the termination date.
 - 83.2.5. To the extent permitted by law, assign to the Purchaser all rights, title, and benefits relating to the Facilities, Plant, Equipment, and subcontracts as at the termination date.
 - 83.2.6. Deliver to the Purchaser all non-proprietary drawings, specifications, and other documentation prepared in connection with the Facilities as of the termination date.
- 83.3. In the event of such termination, the Purchaser shall pay the Contractor the following amounts, after deducting any claims the Purchaser may have under the Contract:
 - 83.3.1. The contract price attributable to the completed parts of the Facilities as of the termination date.



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- 83.3.2. Reasonable costs incurred by the Contractor for removal of equipment from the site and repatriation of personnel.
- 83.3.3. Pre-approved and reasonable costs for fulfilling bona fide obligations or commitments with third parties connected to the Contract that are not otherwise covered.

83.4. Payment as described above shall constitute the Contractor's sole and exclusive remedy for termination by the Purchaser under this clause. The Contractor hereby waives all other claims, including loss of profits or any other damages or expenses related to such termination.

83.5. The Contractor agrees that all claims for compensation must be fully substantiated with sufficient detail to allow evaluation by the Purchaser. All subcontracts shall be terminated except those assigned to the Purchaser pursuant to this clause.

84. Entire Agreement & Amendment

84.1. This Agreement constitutes the entire understanding between BRPL and the Contractor regarding the subject matter herein and supersedes all prior agreements, whether written or oral, that relate to such matters. Any modification, amendment, or alteration to this Agreement shall be valid only if documented in writing and duly executed by authorized representatives of both BRPL and the Contractor.

85. Notice & Communication

85.1. Any notice or other formal communication under this Agreement shall be in writing, signed by or on behalf of the party issuing it, and shall be sent by registered post with acknowledgement due (A.D.) to the addresses of the Contractor or BRPL as stated herein, or to such other addresses as may be mutually agreed upon in writing by the Parties from time to time.

85.2. Notices and formal communications may also be transmitted via the official email addresses of the authorized representatives of the Contractor or BRPL. Such electronic communications shall be deemed duly delivered upon successful transmission and acknowledgement by the recipient.

85.3. All communications, correspondence, and documentation pertaining to the Purchase Order shall be directed strictly as specified in this Agreement.

86. Acceptance

86.1. The Contractor hereby acknowledges and confirms review of BRPL's Policy on legal and ethical standards for contractors, as set forth in the "Vendor/Contractor Code of Conduct" displayed on BRPL's official website (www.bsesdelhi.com). The Contractor agrees that the Contractor Code of Conduct shall form an integral part of the Contract, Purchase Order (PO), or Work Order (WO). The Contractor undertakes to fully comply with the Vendor/Contractor Code of Conduct, and acknowledges that any violation shall constitute a breach of the Contract/PO/WO. In the event of such breach, whether or not it causes any actual loss or damage, BRPL reserves the right to recover any loss or damage from the Contractor. The Contractor shall indemnify and hold harmless BRPL against any claims, litigation, or other consequences arising out of any breach or violation of the Contractor Code of Conduct by the Contractor, its officers, agents, or representatives.

86.2. Acceptance of the Contract includes acceptance of all terms and conditions referenced therein, including technical specifications, drawings, general conditions, detailed scope of work, and any equipment drawings provided to the Contractor.



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86.3. The contractual obligations of BRPL and the Contractor are strictly limited to the terms and conditions set forth in the Contract. No amendment, modification, or alteration to the Contract shall be valid unless made in writing and signed by authorized representatives of both Parties.

86.4. All services and supplies under this Contract are expected to be fully aligned with BRPL's Vision, Mission, and Values. These can be reviewed at <https://www.bsedelhi.com/web/BRPL/about-bses>

BSES

APPENDIX IIANNEXURE – 2.01**FORMAT OF PERFORMANCE BANK GUARANTEE**
(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at _____ this [___] day of [_____] 20XX

1. WHEREAS M/s BSES Rajdhani Power Limited, a Company incorporated under the provisions of Companies Act, 2013 having its Registered Office at BSES Bhawan, Nehru Place, Delhi 110019, India hereinafter referred to as the " Owner ", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "the Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of Conditions of Contract, the Contractors are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] *pl. specify the name of Bank* having its head/registered office at [_____] through its branch in _____ *(pl. specify the name of Branch through which B.G is issued)* hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Contractors the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]..... *(in words)* without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.



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5. The decision of the Owner to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractors notwithstanding any other security or other guarantee that the Owner may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Contractors before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Contractors, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Contractors under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Contractors under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Contractors or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

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- 10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractors, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractors or any of them or any other circumstances whatsoever.
- 11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Contractors under the Contract.
- 12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ *(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on _____ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
- 13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- 14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Contractors shall not discharge our liability hereunder.
- 15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

BRPL BANK DETAILS WITH IFSC CODE:

1. Name of the Bank: State Bank of India,
2. Branch Name & Full Address: IFB, 1, Tolstoy Marg, Jawahar Vyapar Bhawan, New Delhi
110001
3. Beneficiary Name: BSES Rajdhani Power Limited
4. Bank Account No: 40214820999
5. IFSC Code: SBIN0009601

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

BSES RAJDHANI POWER LIMITED BSES Bhawan, Nehru Place, New Delhi -110019.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES RAJDHANI POWER LTD vide invoice no..... DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our.....free of cost if any manufacturing defect during.....months from the date of dispatch of material or.....months from the date of commissioning whichever is earlier.

Bidder Name & Signature

GST UNDERTAKING

The Bidder shall give an undertaking in the following words on each invoice in the absence of which tax payment as on the Bidder's invoice may be withheld.

"The tax component as mentioned in the invoice shall be deposited with the GST Department as per law by way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Bidder, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Bidder"

FORMAT OF WARRANTY / DEFECT LIABILITY PERIOD – SERVICES

Performance requirements of the works completed is as per detailed specifications and standards specified and to be adhered to strictly. In-case of deficiency, the same is to be rectified / redone to meet the specifications by the contractor within stipulated schedule or any extension thereof. The Contractor shall be liable to rectify all defects except those arising out of normal wear and tear, in the works done by the Contractor under this contract, or from any act or omission of the contractors for a period of 60 months will depend on individual contract period package to package from the date of Handing over the works to the Employer / Owner.

Bidders Name & Signature

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity of Bid	120 days from the date of submission of the bid	
2	Price Basis	"Firm", FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).	
3	Unloading	Unloading at stores/sites shall be in the Contractor's scope	
4	Insurances	Insurances in Bidder's scope	
5	Payment Terms	<p>Supply:</p> <ul style="list-style-type: none"> i. 75% of the basic value with 100% taxes and duties shall be made within 45 days from the date of receipt & acceptance of material at store/site ii. Balance 25% of value shall be paid in 45 days from the date of successful testing, commissioning, integration and handing over of the entire installation duly certified by BRPL E-I_C. <p>ETC:</p> <ul style="list-style-type: none"> i. 90% pro-rata of total services value shall be payable against R/A bills payable within 45 days after completion duly certified by Engineer in charge. ii. Balance 10% on account of total services value of the actual executed value shall be paid in 45 days on submission of PBG of 10% amount, in our format valid up to a defect liability period from the date of handing over of the scheme. <p>AMC:</p> <ul style="list-style-type: none"> i. Payment shall be made at the end of each quarter upon successful performance & maintenance of SLA as defined in the Volume III Tech Specs. 	
6	Project Schedule	60 days from the date of LOI/PO	
7	Defect Liability Period	DLP shall be 60 Months from the Date of Handing Over of the Project	
8	Liquidated Damages	<p>Supply: 0.5% (half percent) of the total price for every week of delay or part thereof for undelivered units subject to maximum of 10% of total contract value</p> <p>ETC: At the rate of 0.5% of the total contract price per each week of delay or pro-rate thereof, by which the completion is delayed. Max LD of delay is 10% of contract value.</p>	
9	Contract Performance Bank Guarantee	10% (Ten percent) of the Total contract price (Incl. GST) shall be submitted within 28 days of award of contract with the validity till completion of the contract period.	
10	Performance Bank Guarantee	10% (Ten percent) of the Total contract price (Incl. GST) valid till completion of defect liability i.e. 60 Months plus 3 months claim period	
11	Reverse Auction	Acceptance for participation in Reverse Auction event	

Seal of the Bidder:**Signature:****Name:**

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FORMAT OF NO DEMAND CERTIFICATE

NO DEMAND CERTIFICATE BY CONTRACTOR
(To be issued on letterhead of Contractor)

To ,

BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place,
Delhi -110019.

Name of the Project:

Contract No.:

Date of Contract:

Name of the Contractor:

We, M/s _____ (Contractor) do hereby acknowledge and confirm that we have claimed Rs. _____ (Rs. _____) towards

full and final settlement of our claims from BSES Rajdhani Power Limited, in respect of the aforesaid WO/PO/Contract No.: #####. Dated. ####. including all amendments, if any, to the said Contract, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with BSES Rajdhani Power Limited under or in respect of the said Contract.

Notwithstanding any protest, note or objection recorded or raised by us in any correspondence, documents, measurement books and / or final bills etc.

(a) we confirm that BSES Rajdhani Power Limited stands fully discharged of all its obligations,

(b) we shall make no claim of any nature on BSES Rajdhani Power Limited or any of its affiliates or personnel, and

(c) we waive all our rights to lodge any claim or protest in future, in respect of the said Contract.

We have paid in full all applicable duties, levies, taxes and statutory and other amounts payable by us in connection with the above-mentioned Contract and amounts payable to or in relation to third parties engaged by us including our contractors, Contractors, employees and labour. No payment in this regard is pending or unpaid and we have no (and shall have no) claim against BSES Rajdhani Power Limited in this regard.

No refund has been received/ is envisaged to be received or reasonably believed to be receivable on account of taxes, duties or any other payment made by us in respect of the Contract. In case any refund corresponding to any amount paid or reimbursed by BSES Rajdhani Power Limited is received in the future, the same will be passed on to BSES Rajdhani Power Limited promptly and without any demand from them in this regard.

We are issuing this "NO DEMAND CERTIFICATE" in favor of BSES Rajdhani Power Limited with full knowledge of its contents and with our free consent without any influence, misrepresentation, coercion etc.

Date:

Place:

Signature:

Name:

Designation:

(Company Seal)

FORMAT FOR LETTER OF INDEMNITY

Format for Letter of Indemnity

(Notes: Preferably shall be obtained on Stamp paper of appropriate value as applicable at the place of execution, if not, then at least on the letterhead of the Contractor)

Place: _____

Date: _____

To,

BSES Rajdhani Power Limited, BSES Bhawan, Nehru Place, Delhi -110019.

Dear Sirs,

WO/PO/Contract No. _____ Dated ___/___/___

For _____

Settlement of Dues

In consideration of your awarding the subject Work Order/Purchase Order/Contract to us and in further consideration of your having agreed to pay our final bill towards settlement of the dues in respect of the subject Work Order/Purchase Order/Contract, inter alia, on our assurances and representations that :

(a) We have paid in full all amounts payable by us including but not limited to duties, levies, taxes, cess, octroi, royalties, statutory payments, amounts payable to or in relation to third parties engaged by us including our contractors, Contractors, employees and labour, and

(b) we have fully complied with all requirements under applicable laws in connection with the subject Purchase Order/Work Order/Contract,

We _____,

unconditionally and irrevocably agree and undertake, to pay and/or settle entirely at our own cost and indemnify, defend and hold harmless you, your affiliates and your/your affiliates' personnel, directors and representatives, (hereinafter collectively referred to as "Indemnified Parties") from and against any and all liabilities, judgments, damages, losses, claims, costs and expenses, claimed, suffered or incurred or, likely to be claimed, suffered or incurred at any time by or against the Indemnified Parties or any of them as a result of, or arising out of, or in any way related to any failure or delay in payment of any of the amounts or compliances by us as aforesaid for any reason whatsoever.

Any notice(s) or communication(s) by you shall be sufficient proof that the Indemnified Parties have suffered or incurred loss, damages, liabilities etc. as aforesaid and we shall upon receipt of such notice(s) or communication(s) immediately, without any delay or demur or contest, make payment to you of the entire amount demanded under the said notice(s) or communication(s).

This letter of indemnity shall be in addition to and not in derogation of any other indemnity/guarantee and/or security which we may have executed in your favor or your rights and entitlements under the contract.

This letter shall be governed by and construed and interpreted to accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the courts of law at New Delhi.

Yours faithfully,

For M/s _____

Authorized Signatory

APPENDIX II NIT NO: CMC/BR/25-26/FK/PR/KG/1310	Page 10 of 10	Bidders seal & Signature
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VOLUME – II
FINANCIAL BID (PRICE FORMAT)

Volume II NIT NO: CMC/BR/26- 27/FK/PR/KG/1347	Page 1 of 23	Bidders seal & Signature
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SUMMARY OF THE QUOTED PRICES

SCHEME DESCRIPTION	Scheme No	Sub-division	Total price for supply incl all Taxes & freight (INR)	Total for Erection, Testing & Commissioning incl all Taxes (INR)	Comprehensive AMC for 5 Years incl all Taxes (INR)	Grand Total (INR)
Design, Supply, Erection, Installation, Testing, Commissioning & Handing over of IoT-enabled Low tension (LT) Feeder monitoring system at Janakpuri Division, BRPL New Delhi	1	B-1 JKP				
	2	C-3 JKP				
	3	D2 JKP				
	4	MAYAPURI				
	5	SUBHASH NAGAR				
Total (incl. GST)						
In Words						

We declare that the following are our quoted prices in INR for the entire project/schemes.

Date:

Bidder Name:

Place:

Bidders Address:

Name & Signature

Designation:

Common Seal:

Note: Bidder has to submit Price Bids for all the schemes in the package compulsorily. Any Partial Price bid is liable for rejection.

Note:

- 1) Cost of all tests as per technical specification is to be included. No separate charges will be paid.
- 2) All prices for the packages quoted are inclusive of taxes and duties, GST and freight etc. Bidder shall include & indicate any others taxes under the applicable law(s) for supply and services to be performed in the purchaser's country.
- 3) Bidder shall include & indicate any others taxes under the applicable law(s) for supply and services to be performed in the purchaser's country.

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- 4) The bidder shall, at its own, handle all imported equipment's and handle all formalities for custom clearances, port charges, etc. if any
- 5) All prices for the packages quoted are against the scope of work under the contract shall be executed strictly as per the NIT conditions and the technical specification.
- 6) Quoted prices shall be as per the Bill of quantities (BOQ) as attached. However, any items/material/machinery, not specifically mentioned In BOQ as well as in the technical specifications but required for successful completeness, Erection, Testing and Commissioning of the package awarded shall be deemed to be in the scope of the bidder.
- 7) Insurance as per the clause defined in GCC/SCC and other contract conditions, is included in the quoted prices. However, Bidder shall indicate the value of the insurance taken, separately.
- 8) Site visit is advisable prior to submission of quotation.

BSES

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PRICE BID (SUPPLY, SERVICES, CIVIL)**Division – Janakpuri****Scheme no.1****B-1 JKP Sub-division**

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**Scheme -1 B-1 JKP
Supply**

S.No	Item Description	Qty	UOM	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Supply of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) as per technical specification.	729	EA					
2	Supply of IoT Gateway – Type-1 Architecture capable of aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	64	EA					
3	Supply of IoT Gateway – Type-2 Architecture capable of aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification.	41	EA					
4	Supply of IoT Gateway – Type-3 Architecture capable of aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	53	EA					

ERECTION, TESTING & COMMISSIONING (ETC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Installation, Testing and Commissioning of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) along with wired/wireless communication interface, mounting arrangement, wiring harness, conduits and all accessories required for monitoring one LT feeder as per technical specification.	729	Lot				
2	Installation, Testing and Commissioning of IoT Gateway – Type-1 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	64	Lot				
3	Installation, Testing and Commissioning of IoT Gateway – Type-2 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	41	Lot				
4	Installation, Testing and Commissioning of IoT Gateway – Type-3 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	53	EA				

ANNUAL MAINTENANCE CONTRACT (AMC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Comprehensive Annual Operation & Maintenance Contract (AMC) for the entire IoT-enabled LT Feeder Monitoring System for 5 years from date of commissioning, including preventive maintenance, troubleshooting, firmware upgrades, replacement of faulty hardware, communication issue resolution and system health monitoring as per SLA defined in the specification.	20	Qtr				

Refer Technical Specifications for complete understanding of scope of work.

PRICE BID (SUPPLY & SERVICES)**Division – Janakpuri****Scheme no.2****C-3 JKP Sub-division**

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**Scheme -2 C-3 JKP
Supply**

S.No	Item Description	Qty	UOM	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Supply of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) as per technical specification.	354	EA					
2	Supply of IoT Gateway – Type-1 Architecture capable of aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	25	EA					
3	Supply of IoT Gateway – Type-2 Architecture capable of aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification.	22	EA					
4	Supply of IoT Gateway – Type-3 Architecture capable of aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	26	EA					

ERECTION, TESTING & COMMISSIONING (ETC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Installation, Testing and Commissioning of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) along with wired/wireless communication interface, mounting arrangement, wiring harness, conduits and all accessories required for monitoring one LT feeder as per technical specification.	354	Lot				
2	Installation, Testing and Commissioning of IoT Gateway – Type-1 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	25	Lot				
3	Installation, Testing and Commissioning of IoT Gateway – Type-2 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	22	Lot				
4	Installation, Testing and Commissioning of IoT Gateway – Type-3 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	26	EA				

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ANNUAL MAINTENANCE CONTRACT (AMC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Comprehensive Annual Operation & Maintenance Contract (AMC) for the entire IoT-enabled LT Feeder Monitoring System for 5 years from date of commissioning, including preventive maintenance, troubleshooting, firmware upgrades, replacement of faulty hardware, communication issue resolution and system health monitoring as per SLA defined in the specification.	20	Qtr				

Refer Technical Specifications for complete understanding of scope of work.

PRICE BID (SUPPLY & SERVICES)**Division – Janakpuri****Scheme no.3****D2 JKP Sub-Division**

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**Scheme -3 D2 JKP
Supply**

S.No	Item Description	Qty	UOM	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Supply of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) as per technical specification.	279	EA					
2	Supply of IoT Gateway – Type-1 Architecture capable of aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	24	EA					
3	Supply of IoT Gateway – Type-2 Architecture capable of aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification.	16	EA					
4	Supply of IoT Gateway – Type-3 Architecture capable of aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	20	EA					

ERECTION, TESTING & COMMISSIONING (ETC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Installation, Testing and Commissioning of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) along with wired/wireless communication interface, mounting arrangement, wiring harness, conduits and all accessories required for monitoring one LT feeder as per technical specification.	279	Lot				
2	Installation, Testing and Commissioning of IoT Gateway – Type-1 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	24	Lot				
3	Installation, Testing and Commissioning of IoT Gateway – Type-2 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	16	Lot				
4	Installation, Testing and Commissioning of IoT Gateway – Type-3 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	20	EA				

ANNUAL MAINTENANCE CONTRACT (AMC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Comprehensive Annual Operation & Maintenance Contract (AMC) for the entire IoT-enabled LT Feeder Monitoring System for 5 years from date of commissioning, including preventive maintenance, troubleshooting, firmware upgrades, replacement of faulty hardware, communication issue resolution and system health monitoring as per SLA defined in the specification.	20	Qtr				

Refer Technical Specifications for complete understanding of scope of work.

PRICE BID (SUPPLY & SERVICES)**Division – Janakpuri****Scheme no. 4****Mayapuri Sub-division**

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Scheme -4 Mayapuri
Supply

S.No	Item Description	Qty	UOM	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Supply of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) as per technical specification.	925	EA					
2	Supply of IoT Gateway – Type-1 Architecture capable of aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	73	EA					
3	Supply of IoT Gateway – Type-2 Architecture capable of aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification.	52	EA					
4	Supply of IoT Gateway – Type-3 Architecture capable of aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	67	EA					

ERECTION, TESTING & COMMISSIONING (ETC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Installation, Testing and Commissioning of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) along with wired/wireless communication interface, mounting arrangement, wiring harness, conduits and all accessories required for monitoring one LT feeder as per technical specification.	925	Lot				
2	Installation, Testing and Commissioning of IoT Gateway – Type-1 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	73	Lot				
3	Installation, Testing and Commissioning of IoT Gateway – Type-2 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	52	Lot				
4	Installation, Testing and Commissioning of IoT Gateway – Type-3 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	67	EA				

ANNUAL MAINTENANCE CONTRACT (AMC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Comprehensive Annual Operation & Maintenance Contract (AMC) for the entire IoT-enabled LT Feeder Monitoring System for 5 years from date of commissioning, including preventive maintenance, troubleshooting, firmware upgrades, replacement of faulty hardware, communication issue resolution and system health monitoring as per SLA defined in the specification.	20	Qtr				

Refer Technical Specifications for complete understanding of scope of work.

PRICE BID (SUPPLY & SERVICES)**Division – Janakpuri****Scheme no. 5****Subash Nagar Sub-division**

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**Scheme -5 Subash Nagar
Supply**

S.No	Item Description	Qty	UOM	Basic (Rs)	Freight (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Supply of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) as per technical specification.	697	EA					
2	Supply of IoT Gateway – Type-1 Architecture capable of aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	54	EA					
3	Supply of IoT Gateway – Type-2 Architecture capable of aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification.	42	EA					
4	Supply of IoT Gateway – Type-3 Architecture capable of aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication. Gateway shall include embedded cellular modem supporting 5G / 4G SIM interface, WAN/LAN indication and local buffering capability as per specification	50	EA					

ERECTION, TESTING & COMMISSIONING (ETC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Installation, Testing and Commissioning of LT Feeder Monitoring Unit (FMU) consisting of 3 current transformers (for R, Y, B phases), 3 voltage sensors, electronic unit with IP-56 enclosure (if applicable) along with wired/wireless communication interface, mounting arrangement, wiring harness, conduits and all accessories required for monitoring one LT feeder as per technical specification.	697	Lot				
2	Installation, Testing and Commissioning of IoT Gateway – Type-1 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 7 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	54	Lot				
3	Installation, Testing and Commissioning of IoT Gateway – Type-2 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 14 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	42	Lot				
4	Installation, Testing and Commissioning of IoT Gateway – Type-3 Architecture along with related mounting arrangement, wiring, conduiting and other accessories. It shall also include aggregating data from up to 3 LT FMUs and transmitting telemetry data to BRPL Digital platform over secure WAN communication.	50	EA				

ANNUAL MAINTENANCE CONTRACT (AMC)

S.No	Item Description	Qty	UOM	Basic (Rs)	GST (Rs)	Unit Landed (Rs)	Total Landed Cost (Rs)
1	Comprehensive Annual Operation & Maintenance Contract (AMC) for the entire IoT-enabled LT Feeder Monitoring System for 5 years from date of commissioning, including preventive maintenance, troubleshooting, firmware upgrades, replacement of faulty hardware, communication issue resolution and system health monitoring as per SLA defined in the specification.	20	Qtr				

Refer Technical Specifications for complete understanding of scope of work.

BSES

BSES RAJDHANI POWER LIMITED

VOLUME – III
TECHNICAL SPECIFICATIONS

BSES

TECHNICAL SPECIFICATION FOR IOT-ENABLED LOW TENSION (LT) FEEDER MONITORING SYSTEM

Specification no:
GN101-03-SP-336-00

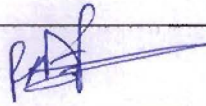
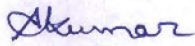
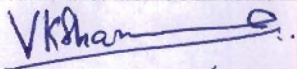
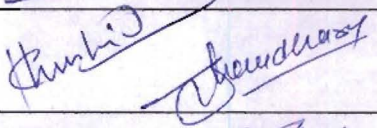
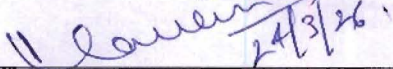
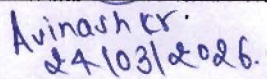
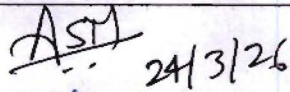
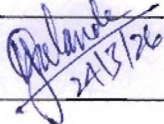
	Revision	00
	Pages	27
	Date	24 March 2026
Prepared By	Rohit Patil (DGM) CES Eqp Team	
Reviewed By	Anupam Kumar (AsVP) HOG CES Eqp Team	
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	Khursheed Khan & Saurabh Kumar (GM) IT Team	
Recommended by	for Deepti Sharma (AVP) Head CES	
	Avinash Kumar (AVP) Head EAA, DSM & PAT	
Approved By	Adarsh Nagarajan (AVP) Head Network Planning and Modernization	
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1.0 Scope

This specification covers the following for IOT-Enabled Low Tension (LT) Feeder Monitoring System.

- 1.1 Design, manufacture, testing at manufacturer works before dispatch, packing, delivery of material along with submission of all documentation of all items covered in this specification.
- 1.2 Transportation of Material from Manufacturer's works to BRPL store to site, including Loading and Unloading of material.
- 1.3 Erection, Testing and Commissioning of all items covered in this specification. This includes disconnection and reconnection of existing power and control cables. It also covers to ensure cleanliness around work premises, Security and Safety of material until handing over to O&M, Maintenance of Equipment Until Handover, Request to issue 'Permit to Work' from BRPL authority, Temporary office and Material Store near work premises, Preparation, up dation and submission of Progress Report with Photographs to track activities, Tools & Tackles related to Job, Any other supply item or scope of work missing in given sheet to complete commissioning, Any damage to Public Utilities/Properties, etc shall be rectified/ replaced, ensure applicable statutory compliances, manage records of device, sim, network assets and their mapping.
- 1.4 Five year comprehensive annual maintenance contract (AMC) of entire system covered in this specification.
- 1.5 All accessories / hardware / software required for installation and operation of the system.
- 1.6 Integration of all parameters with BRPL's Digital platform or any authorized party.
- 1.7 Training for BRPL personnel.

2.0 Codes & Standards

Materials, equipment and methods used in the manufacturing of above-mentioned equipment shall conform to the latest edition of following

SL	Standard Number	Title
2.1	Indian Electricity Act	IE Act 2003
2.2	CEA Regulations	With latest amendments
2.3	Modbus V1.1b3	Modbus application Protocol
2.4	TLS	Transport Layer security Protocol

Technical Specification For IOT-Enabled Low Tension (LT) Feeder Monitoring System

2.5	IEC 60870-5-104	Tele-control equipment and systems
2.6	RFC 7252	The Constrained Application Protocol (CoAP)

In the event of direct conflict between various order documents, the precedence of authority of documents shall be as follows-

- i. Latest Amendment / Corrigendum to NIT Specification
- ii. Specification including applicable codes & standards
- iii. Approved Vendor Drawings and Guaranteed Technical Particulars (GTP)
- iv. Other documents

3.0 System Parameters

3.1.1	HV System	11 kV (P-P)- 3 Phase 3 Wire
3.1.2	LV System	415 V (P-P)- 3 Phase 4 Wire
3.2	Frequency	50 Hz \pm 5%,
3.3	System Neutral Earthing	Solidly Earthed
3.4	Environmental Parameters	System shall able to work satisfactory in following environmental conditions.
3.4.1	Temperature	5 Deg C to +55 Deg C
3.4.2	Humidity	Relative humidity: 0 to 96% RH, including condensing conditions. Equipment shall be designed to withstand condensation without performance degradation or hardware failure.

4.0 Configuration & Assets

Sr. No	Assets	Description
4.1	Type-1 IoT Gateway	IoT Gateway suitable for communicating with up to 7 LT FMU (inside 11/0.415kV Distribution Substation)
4.2	Type-2 IoT Gateway	IoT Gateway suitable for communicating with up to 14 LT FMU (inside 11/0.415kV Distribution Substation)
4.3	Type-3 IoT Gateway	IoT Gateway suitable for communicating with up to 3 LT FMU (on Pole)
4.4	LT FMU	Low tension feeder monitoring unit consists of

Technical Specification For IOT-Enabled Low Tension (LT) Feeder Monitoring System

		<ol style="list-style-type: none"> 1. An electronic device along with its mounting arrangement, wiring and other accessories to be installed on each low-tension power distribution outgoing feeder cable or LT AB Cable to measure, and transmit electrical parameters such as voltage, current, and power to IoT Gateway [Optional – can be combined with IoT Gateway]. 2. 3 current transformers (Each Phase) & 3 voltage sensors along with its mounting arrangement, wiring and other accessories
--	--	--

5.0 Technical Requirement:

SL	Parameters	Description
5.1	Architecture of the offered system	Bidder shall use any of the architecture mentioned in Annexure E. Appropriate changes may be done during evaluation of offers. Please note that these architectures are for reference use only, bidder may propose alternate architectures along with proper justification.
5.2	LT Feeder Monitoring Unit	
5.2.1	Description	a. LT FMU which consist of 3 current transformer & 3 voltage sensors along with wireless device if applicable to monitor parameters (Annexure-D) of one LT feeder / LT AB cable
5.2.2	Construction	<ol style="list-style-type: none"> b. System shall include central unit and individual sensors for each feeder capable of measuring the parameters as per Annexure-D c. Electronic device in IoT Gateway and LT FMU shall be enclosed in IP65 rated enclosures. Metal enclosure should have provision to earth enclosure body. Non-metallic enclosure must be fire resistant (FV0 flammability level) & ROHS compliant. d. Current measurement of all three phases of each outgoing feeder (rated 400A) shall be done through outdoor type current transformer with minimum accuracy class of 1S, adequate burden and instrument security factor. CT shall be cast resin

SL	Parameters	Description
		<p>type. Suitable mounting arrangement shall be provided for its installation on existing ACBs support structure or Pole such that load of that CT does not fall on connected power cable. CT shall be of BSES approved make (Refer Annexure- F)</p> <p>e. 3 phase Voltage measurement shall be done by direct tapping at LT feeder cable terminations.</p> <p>f. This unit should have over voltage protection and transient protection.</p> <p>g. Any accessible metallic part should not be at live potential and properly earthed.</p> <p>h. Sensors shall be connected to central unit (via wired / wireless link).</p> <p>i. For Wired Sensors: Wiring between CT / voltage sensor and LT FMU shall be color-coded (R,Y,B) PVC FR-LSH type flexible copper cable of BSES approved make. Wiring between LT FMU and central IoT Gateway shall be through multi-core armored PVC FR-LSH type copper cable of BSES approved make. (Refer Annexure-F)</p> <p>j. For Wireless Sensors: In case of wireless sensors are provided with self-contained battery, it should be designed for at least 5-year life time in operating conditions without replacement.</p> <p>k. All wiring shall be properly ferruled, tagged and routed through properly clamping.</p>
5.2.3	Functionality	<p>l. List of signals required to be measured is mentioned below</p> <p>m. However, bidder may offer any parameter in addition to the list. Refer Annexure D</p> <p>n. The IoT Gateway shall communicate with the Cloud Server (BRPL's Digital platform or any authorized party) using over a Secure & encrypted connection.</p> <p>o. All telemetry data and events shall be transmitted in a standardized, structured data encoded in JSON, ensuring interoperability, scalability, and ease of integration with BRPL's</p>

Technical Specification For IOT-Enabled Low Tension (LT) Feeder Monitoring System

SL	Parameters	Description
		Digital platform or any authorized party
5.3	Auxiliary Power Supply	<ul style="list-style-type: none"> a. Aux. Power supply for IoT gateway at LT feeder monitoring unit (if applicable) shall be tap from LT bus bar through proper adequate size of thimble b. LT supply at LT bus bar would be 230 V AC +/- 6% c. Auxiliary power supply will be routed through proper conducting and support. d. Backup (battery / super capacitor) shall be adequate enough to send power OFF event to BRPL Digital Platform or any authorized party
5.4	IoT Gateway	<ul style="list-style-type: none"> a. Modem to support cellular network (5G, 4G) for establishing connectivity with BRPL Digital Platform or any authorized party b. Indication for WAN and LAN connectivity shall be provided. c. Comply to construction mentioned in Clause 5.2.2
5.5	Mounting arrangement & Enclosure	<ul style="list-style-type: none"> a. Monitoring units should be modular and customizable as per the site-specific needs. b. Mounting arrangement of all units and sensors shall be provided for its installation on <ul style="list-style-type: none"> 1. existing ACB support structure or pole (bidders shall do site visit to understand existing installation where ACB enclosures are mounted steel structure either 1-tier or 2-tier and LT AB is installed on poles) such that load of that CT / sensor / unit does not fall on connected power cable or 2. separate ground mounted support structure or 3. fencing with adequate support structure. <p>The mounting arrangement shall be such that it shall not interfere with regular O&M activity.</p> c. Conducting and external wiring should not be hanging (without adequate support). It should be either adequately supported on existing / new steel structure, or buried in soil through armored

Technical Specification For IOT-Enabled Low Tension (LT) Feeder Monitoring System

SL	Parameters	Description
		<p>cable, proper dressing and cleating.</p> <p>d. All units and sensors shall be suitable to use outdoor. IP 65 enclosure shall be used to house any electronic circuitry.</p>
5.6	Communication and integration requirement	<p>The bidder shall ensure seamless integration of all field devices (Sensors & Gateways) with BRPL middleware using defined standard protocols (e.g., MQTT over TLS & APIs).</p> <ul style="list-style-type: none">○ Publish data to BRPL middleware endpoints or any authorized end points as per defined topic hierarchy, payload schema, and security policies○ Support device provisioning, certificate installation, and authentication mechanisms as defined by BRPL○ Ensure compatibility with BRPL-defined data models and API contracts (to be finalized during design phase)
5.6.1	Local communication within substation	<p>p. Wireless Protocol: Wireless communication between IoT sensors and the IoT gateway within the distribution substation shall be based on open and industry-standard protocols such as, but not limited to, IEEE 802.15.4 (Zigbee 3.0, 6LoWPAN), Bluetooth Low Energy (BLE GATT / BLE Mesh), or Sub-GHz RF IEEE 802.15.4. Application-layer appropriate protocols (With authentication, use valid certificates Eg X.509, Authorization via Access Control List, Use Port 8883), CoAP, or equivalent lightweight protocols suitable for constrained devices. Proprietary protocols, if used, shall be fully documented and shall not result in vendor lock-in.</p> <p>q. Wired Protocol: Modbus over RS485</p> <p>r. Data Model: Data model shall be fully documented and shared with BRPL. Bidder shall submit a proposed JSON data schema for all parameters listed in Annexure D as part of the bid. This schema shall include field names, data types, units, and null handling. BRPL reserves the right to require revisions prior to</p>

SL	Parameters	Description
		FAT approval.
5.6.2	WAN communication	<p>a. The IoT gateway shall communicate with the BRPL's Digital platform or any authorized party over standard, open, and interoperable protocols, including but not limited to: MQTT (preferred) over TLS 1.2/1.3 including HTTPS/REST APIs</p> <p>b. All data exchanged over WAN shall be encoded in JSON format. The data model, field definitions, and topic structure shall be approved by the client prior to commissioning. The system shall support structured data exchange mechanisms to enable integration with external applications and analytics platforms. Where applicable, the vendor shall publish the data model, field definitions, and topic structure used for telemetry transmission.</p> <p>Authorized systems may access data through standard integration interfaces exposed by the BRPL Digital Platform or any authorized party and MQTT Broker. If required, the vendor shall support API-based data access mechanisms using standardized architectural styles as appropriate (e.g., REST-based APIs, Graph QL) for structured dataset retrieval.</p> <p>The API documentation, including data formats, authentication mechanisms, and access methods, shall be made available for integration with authorized BRPL systems.</p> <p>c. The IoT gateway shall support local data buffering and store-and-forward to ensure no data loss during WAN outages, while preserving original timestamps.</p> <p>d. The vendor's responsibility shall be limited to data generation and publishing from the IoT gateway; the BRPL's/Third party cloud platform shall be outside the vendor's SLA scope.</p> <p>e. SIM (Whitelisted, Fax/Data mode) (4G/5G) cards shall be provided by BRPL. Vendor shall perform device binding of SIM cards. The vendor shall ensure proper configuration, integration and testing of the IoT gateway communication module with the</p>

SL	Parameters	Description
		<p>BRPL-provided SIM for reliable communication with the BRPL Digital platform or any authorized party. SIM binding shall be completed and verified by vendor prior to commissioning. Post-commissioning, if SIM binding fails due to vendor-side device configuration, resolution falls under AMC scope. If SIM deactivation or reconfiguration by BRPL causes binding failure, BRPL shall be responsible for SIM reactivation; vendor shall support re-binding within 12 hours of BRPL providing active SIM.</p> <p>f. The platform shall support secure Over-The-Air (OTA) firmware updates for field devices.</p>
5.6.3a	API-Based Data Access	<p>Vendor shall expose structured APIs to enable authorized access to measured datasets. API integrations may follow REST, JSON Graph QL, or other standardized architectural styles as appropriate. API specifications and formats shall be published for discovery, with necessary authorizations.</p> <p>API Data Transfer Mechanisms — Data exchange via APIs shall support push and/or pull mechanisms depending on operational requirements. Pull-based access enables authorized parties to retrieve datasets on demand or on a scheduled basis, while push-based delivery allows providers to transmit data automatically upon defined triggers or at periodic intervals. API format documentation shall be made available for both public and restricted access tiers. API shall use token-based authentication. Data transmission shall occur over TLS 1.3. All requests shall undergo server-side validation before processing.</p>
5.6.3b	MQTT based data access	<p>The IOT Gateway shall send through MQTT over TLS encryption, enabling publish-subscribe communication. It shall support Quality of Service (QoS) levels 0 and 1.</p>

SL	Parameters	Description
5.7	Time Synchronization	<p>All measurements and events shall be time-stamped at source using a synchronized system clock using NTP (Network Time Protocol) servers traceable to NPL (National Physical Laboratory, India) time standard as per cert-in guidelines. https://cert-in.org.in/PDF/Methods_of_Verification.pdf</p> <p>Time accuracy shall be sufficient to ensure alignment of recorded data with exact 15-minute boundary intervals (e.g., HH:00, HH:15, HH:30, HH:45)</p> <p>The system shall generate measurement data at exact 15-minute intervals. The accumulated 96-slot time-series data shall be available for pull-based access to the BRPL's Digital Platform or other authorized parties to retrieve datasets on demand or on a scheduled basis, while maintaining the original time stamps. The reporting interval shall be independent of the internal communication architecture, whether:</p> <p>Wired (e.g., CTs & potential sensing wired directly to IoT Gateway or Wireless (e.g., sensors communicating to IoT Gateway via wireless technologies).</p> <ol style="list-style-type: none">Any latency introduced by internal communication, including wireless transmission, shall not affect the 15-minute exact data alignment requirement.In case of communication latency, temporary unavailability of network connectivity, or use of wireless sensor architectures, the system shall provide Local data storage (buffering) at sensor, IoT Gateway, level, so that buffered data is transmitted automatically once communication is restored, while retaining the original timestamp
5.8	Cyber Security	<ol style="list-style-type: none">System should comply with all the guidelines regulation published by CEA/ CERT/ NCIIPC.IOT device must have capability to change default credentials (No hardcoded credentials) Unique identifier for each device, Auto discovery and enrollment, Key rotation facility (Change Common factory key)Turn off unused ports, protocols, and features. Close high-risk ports like Telnet (23), FTP (21), and HTTP services.

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SL	Parameters	Description
		<ul style="list-style-type: none"> d. Data at Rest: Encrypt all stored data, Implement secure key management, Secure firmware storage and validation e. Data in Transit: Use TLS 1.3, Implement certificate-based authentication, Encrypt all device-to-cloud connections, Secure API with OAuth 2.0 / JWT (JSON Web token). f. Use SIM (Whitelisted, Fax/ Data mode)(4G/5G) cards shall be provided by BRPL. Vendor shall perform device binding of SIM cards. g. Vendor must provide updated asset inventory (Start of Quarter) to BRPL: Device Make, model, Firmware # and last updated. h. vendor must inform BRPL for any supply chain attack, zero day vulnerability with mitigation plan.

6.0 Marking

SL	Parameter	Technical Requirement
6.1	Marking	<ul style="list-style-type: none"> a. Following details shall be printed on name plate <ul style="list-style-type: none"> i. Sr. Nos. ii. Name of manufacturer and Country of Origin iii. Month and year of manufacturing iv. Ratings & details of Equipment v. Communication port provided and hardware ID of same. vi. Data Exchange Protocol b. Proper marking for voltage and current terminals and phase identification shall be provided. c. Making for earth terminals and port. d. Marking shall be provided for power supply terminals along-with their voltage ranges.

7.0 Comprehensive Annual Maintenance Contract and Service Level Agreement

7.1 The vendor shall provide comprehensive onsite Annual operation and Maintenance services (AMC) for a period of five (5) years from the date of commissioning.

The scope shall include preventive maintenance, troubleshooting, firmware upgrades,

replacement of faulty hardware, communication issue resolution and overall system health monitoring to meet Service Level Agreement (SLA) defined in Annexure-C.

Any hardware defects and consequent replacement shall be covered under the comprehensive AMC scope.

7.2 Breakdown Maintenance- Service Engineer/Technician shall visit site as and when required to attend to breakdowns & non communication of devices reported on equipment's covered under this contract. It includes inspection of site, correction of issue, carrying out required repairs, submission of recommendation report by service engineer.

7.2 Response Time: OEM shall reach site and attend the complaints or any other defects causing non communication complaints within hours from the time of intimation as defined in Annexure C Metric 6.

7.3 Maintenance Spares: OEM shall submit & offer list of maintenance spares required for replacement in the event of breakdown / non communication. The bidder shall maintain adequate spare inventory of Sensors and Gateways throughout the warranty period to maintain SLA. Spares shall be available within defined turnaround time (24 hours) for replacement. A spare tracking and consumption log shall be maintained and shared with BRPL periodically

7.4 Records & Reports: Monthly compliance report shall be submitted against of each of the SLA defined and get it ratified with BRPL representative. Change management of records of device, sim, network assets and their mapping shall be maintained and submitted regularly.

7.5 Service Level Agreement: Performance parameters are defined in the form of Service Level Agreements (SLA) as per Annexure-C. Release of AMC payments shall be linked to achievement of the defined SLA parameters, as verified by the Client. It shall be specified in the commercial terms of the contract.

8.0 Quality Assurance, Inspection and Testing

SL	Parameter	Technical Requirement
8.1	Vendor's Quality	To be submitted for Purchaser's approval.

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SL	Parameter	Technical Requirement
	Assurance Plan (QAP)	
8.2	Sampling Method	Sampling Method for quality checks shall be as per relevant IS/ IEC/ IEEE and Purchaser's prior approval shall be taken for the same.
8.3	Inspection Hold-Points	To be mutually identified, agreed and approved in Quality Plan.
8.4	Type tests	<p>a.</p> <p>For bid participation– (a) Bidder must submit IP 65 type tested report from CPRI/ERDA/NABL approved lab for similar or higher sizes of enclosure along with bid.</p> <p>After award of P.O.- (b) If a bidder has valid type test report from CPRI/ERDA/ NABL accredited lab for the offered enclosures, no need to conduct fresh type test from CPRI/ERDA/ NABL approved lab, else enclosure of all the electronic devices shall be type tested for Ingress Protection (IP65) from CPRI / ERDA / NABL accredited lab without any cost implication.</p>
8.5	Routine tests	<p>a. All the components shall be subjected to routine tests as per relevant standards.</p> <p>b. Bidder need to specify all the routine tests in their quality plan., but not limited to Surge test, Post performance surge test, Dry Heat test (55 deg C), Post performance Dry Heat Test, Damp Heat Test as per IEC 61000 and 60068, Accuracy test.</p> <p>c. Calibration certificates of sensors shall also be provided.</p> <p>d. Vendor shall carry out calibration verification of all installed sensors at minimum every 2 years during the AMC period. Calibration shall be done using instruments with valid NABL accreditation. Calibration records shall be submitted to BRPL within 30 days of completion.</p>

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SL	Parameter	Technical Requirement
8.6	Factory Acceptance tests and Inspection	<p>a. Acceptance tests shall be carried out as per relevant standards and mutually agreed points.</p> <p>b. Acceptance test shall include integration testing of devices with BRPLs MQTT Broker and BRPL Digital platform or any authorized party (Sim card will be provided by BRPL)</p> <p>c. Purchaser reserves the right to inspect /witness all tests at Seller's works at any time, prior to dispatch, to verify compliance with the specification/ standards.</p> <p>d. In-process and / or final inspection call intimation shall be given in advance to purchaser.</p>
8.7	Site Acceptance Tests	<p>After installation and commissioning, the complete IoT-enabled LT Feeder Monitoring System shall undergo Site Acceptance Testing (SAT) in the presence of BRPL representatives to verify proper installation, measurement accuracy, communication performance and successful integration with the BRPL Digital Platform or any authorized party.</p> <p>The acceptance test shall include, but not be limited to, the following checks:</p> <p>a) Device Mapping Verification</p> <p>Each LT Feeder Monitoring Unit (FMU) shall have a unique device ID / hardware ID mapped to the corresponding LT feeder.</p> <p>The vendor shall submit a device mapping sheet indicating substation name, feeder name/number and device ID. BRPL shall verify the physical installation location and digital mapping. No mismatch between feeder and device mapping shall be permitted.</p> <p>b) Time Synchronization and Data Latency:</p> <p>All devices shall synchronize time using NTP servers. Measurements shall be time-stamped and generated at exact 15-minute boundary intervals (HH:00, HH:15, HH:30, HH:45).</p>

SL	Parameter	Technical Requirement
		<p>Timestamp deviation shall not exceed ± 1 second and the data latency between device and Digitization platform shall be within acceptable limits.</p> <p>c) Measurement Accuracy Verification: Measurement accuracy of parameters listed in Annexure-D (voltage, current, power, power factor etc.) shall be verified using a calibrated reference instrument. Measured values shall be within the accuracy limits defined in Annexure-C.</p> <p>d) Communication and Data Transmission Test: The system shall demonstrate successful communication from FMU to IoT Gateway and onward to the BRPL Digital Platform or any authorized party using appropriate secure communication. Transmission of time-series data and event alerts shall be verified.</p> <p>e) Digital Platform Integration Test: Data generated by the system shall be successfully ingested into the BRPL Digital Platform or any authorized party through the defined data interface/API. All parameters and events shall be visible on the platform with correct timestamps and feeder mapping.</p> <p>f) Communication Failure and Data Buffering Test: The system shall demonstrate store-and-forward capability during communication interruption. Buffered data shall automatically be transmitted upon restoration of connectivity without loss of original timestamps.</p> <p>g) Cyber Security Communication Test: Secure communication between the IoT Gateway and the BRPL Digital Platform or any authorized party shall be verified. The system shall demonstrate successful establishment of TLS-secured \communication, ensuring encrypted data</p>

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SL	Parameter	Technical Requirement
		<p>exchange and authenticated connection. Acceptance Criteria: IoT Gateway shall successfully establish and maintain secure communication with the Digital platform without errors.</p> <p>h) Event Detection and Alert Simulation Test:</p> <p>The system shall demonstrate correct detection and reporting of key operational events such as power-off condition, and communication failure.</p> <p>Acceptance Criteria: Simulated events shall trigger corresponding alerts which shall be successfully transmitted and visible on the BRPL Digital Platform or any authorized party with correct timestamp and feeder mapping.</p> <p>i) Final system acceptance shall be granted only after successful completion of all Site Acceptance Tests and validation of data visibility on the BRPL Digital Platform or any authorized party.</p>

9.0 Packing, Marking, Shipping, Handling and Storage

SL	Parameter	Technical
9.1	Packing	Every equipment shall be properly sealed / packed in environmental friendly boxes/ cartons for protection against damage, vibration and ingress of dust and moisture
9.2	Packing accessories for and spares	Robust non-returnable packing case with all the above protection & identification Label.
9.3	Marking	<p>On each packing case, following details are required:</p> <ol style="list-style-type: none"> Individual serial number Purchaser's name PO number (along with SAP item code, if any) & date Equipment Tag no. (if any)

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SL	Parameter	Technical
		e. Destination f. Manufacturer / Supplier's name g. Address of Manufacturer / Supplier / it's agent h. Type, rating and other description of equipment i. Country of origin j. Month & year of Manufacturing k. Case measurements l. Gross and net weights in kilograms m. All necessary slinging and stacking instructions
9.4	Test reports & calibration Certificate	Routine test report and calibration certificates
9.5	Shipping	The seller shall be responsible for all transit damage due to improper packing.
9.6	Handling and Storage	Manufacturer instruction shall be followed. Detail handling & storage instruction sheet /manual to be furnished before commencement of supply.

Deviations

SL	Parameter	Technical
10.1	Deviations	Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause/GTP/Drawing and a description of the alternative offer. In absence of such a statement, it will be assumed that the bidder complies fully with this specification.

10.0 Document Submission

Drawing submission shall be as per the matrix given below.

- a. All documents/ drawing shall be provided in soft copy only in a USB memory drive.
- b. Language of the documents shall be English only.
- c. Incomplete submission shall be liable for rejection.
- d. Document check sheet compliance shall be the first sheet for each submission stage.

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e. No submission is acceptable without check list compliance.

Order of document shall be strictly as per the check list.

SL	Detail of Document	Bid	Approval	Pre Dispatch
11.1	Guaranteed Technical particulars (GTP)	Required	Required	
11.2	Detailed Architecture	Required	Required	
11.3	Drawing of mounting arrangement of all units, sensors and related accessories	Required	Required	
11.4	Wiring / Schematic Diagrams		Required	
11.5	Deviation Sheet, if any	Required	Required	
11.6	GA / cross sectional drawing showing all the views / sections of all units and sensors	Required	Required	
11.7	Sample demonstration of each type & rating offered. (Need not to be submitted with bid)		1 no's	
11.8	Any software and accessories required for installation / operation		Required	
11.9	Manufacturer's Quality Assurance Plan and certification for quality standards	Required	Required	
11.10	Type Test report of offered model/ type / rating	Required	Required	
11.11	Complete product catalogue and user manual.	Required		
11.12	Customer Reference List	Required		
11.13	List of spares and accessories	Required	Required	Required
11.14	Program for production and testing (A)		Required	Required
11.15	Detailed installation and commissioning instructions		Required	Required
11.16	As Built Drawing		Required	Required
11.17	Operation and maintenance Instruction as well as trouble shooting charts/ manuals		Required	Required
11.18	Inspection and test reports, carried out in manufacturer's works			Required
11.19	Routine Test certificates			Required
11.20	Test certificates of all bought out items			Required



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SL	Detail of Document	Bid	Approval	Pre Dispatch
11.21	Final JSON or equivalent data schema and API specification document			Required
11.22	Device-to-feeder mapping sheet			Required
11.23	Integration architecture document with all endpoint URLs, authentication details, and data flow diagrams			Required

11.0 Delivery

SL	Parameter	Technical
12.1	Delivery	Dispatch of Material: Vendor shall dispatch the material, only after the Routine Tests/ Acceptance Tests of the material witnessed/waived by the Purchaser, and after receiving written Material Dispatch Clearance Certificate (MDCC) from the Purchaser. Partial commissioning milestones shall be as agreed in the project execution plan submitted at Approval stage

Annexure A: Guaranteed Technical Particulars (Data By Supplier)

Bidder shall furnish the GTP format with all details against each clause of this specification.

Bidder shall not change the format of GTP or clause description.

Bidder to submit duly filled GTP in hard copy format with company seal.

Clause No.	Clause Description	Manufacturer's Reply
1		
2		
3		
5		

Bidder / Vendor seal / signature -----

Name of the bidder	
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Address of the bidder	
Name of contact person	
Telephone number and email id	

Annexure B: Recommended Accessories / Spares (Data By Supplier)

SL	Description of spare part	Unit	Quantity
1		No	
2		No	
3			
4			

Annexure C: Performance Requirement

SL	Performance Metric	Measurement Criteria	Target Value	Measurement Method
1	Data availability Latency	Processed data shall be made available for retrieval within 1 minute of data generated (End of 15-minute time block or event instant)	≥ 97% of data shall be available within 1 Minute	Network monitoring & system logs
2	Security and Compliance	The vendor shall ensure -compliance with cybersecurity requirements defined in Clause 5.8.	100% Compliance	Compliance shall be verified through an annual security audit and Vulnerability Assessment & Penetration Testing (VAPT) conducted through a CERT-In empanelled agency.
3	Accuracy Limit	% Accuracy	2%	Clamp Meter / Check meter (to be provided by bidder)

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SL	Performance Metric	Measurement Criteria	Target Value	Measurement Method
				with calibration certificate)
4	Loss of measurement data (15 min frequency)	Verification of completeness, timestamp alignment and consistency of telemetry data from all installed devices	≤ 3% valid data records per device per month	System Logs
6	Support and Maintenance	Initial response time	≤ 12 hours	Monthly Compliance Report prepared by Vendor and acknowledged by BRPL representative
		Issue resolution time	≤ 24 hours	

Annexure D: LT feeder Parameters to be transmitted

The list of events/alerts to be generated on an instantaneous basis is suggestive and indicative as defined by BRPL. The vendor's system shall support configuration and addition of further events/alerts in future as required by BRPL.

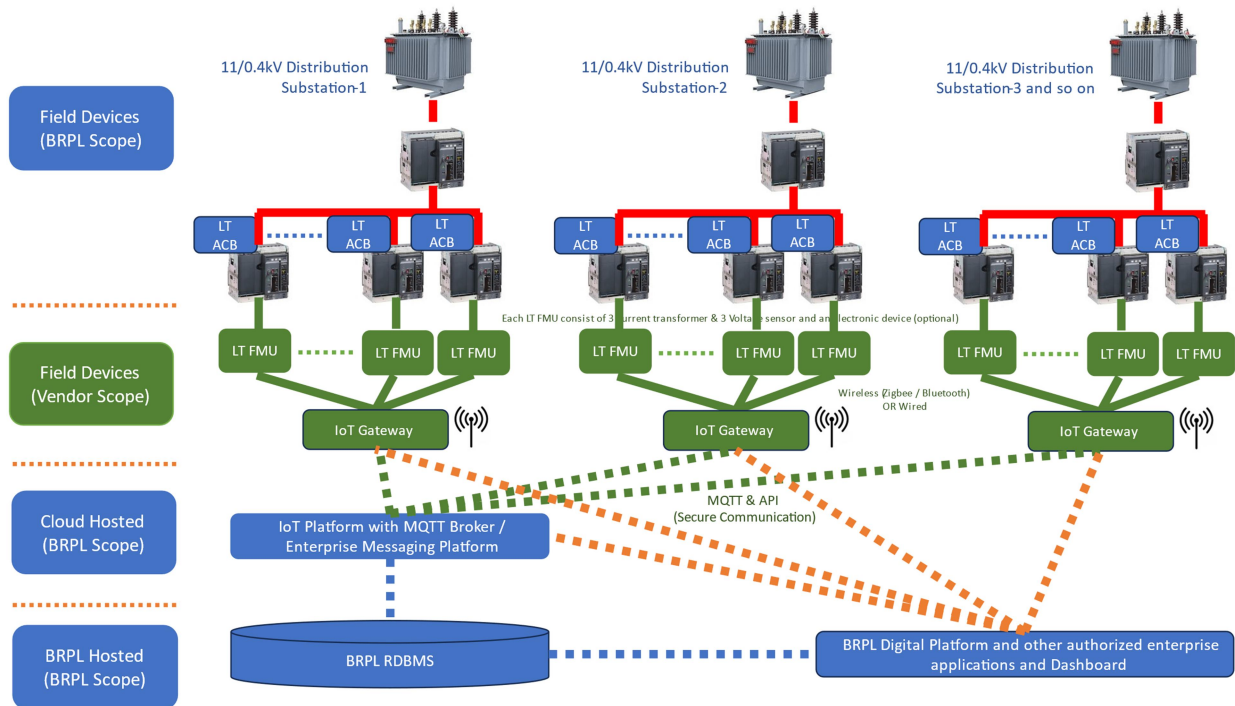
1	Parameter	Unit of Measurement	Remark	Data frequency
a	Reading_DateTime	DD:MM:YYYY (HH:MM)	Against every Time series data and Event/Alerts	15 Min
b	Active_Power	KW		15 Min
c	Power_Factor	Ratio		15 Min
d	R_Current	Amp	Accuracy plus/minus 1% of Full scale ->	15 Min
e	Y_Current	Amp	Accuracy plus/minus 1% of Full scale ->	15 Min
f	B_Current	Amp	Accuracy plus/minus 1% of Full scale ->	15 Min
g	R_Voltage	Voltage	Accuracy plus/minus 1% of Full scale ->	15 Min
h	Y_Voltage	Voltage	Accuracy plus/minus 1% of Full scale ->	15 Min
i	B_Voltage	Voltage	Accuracy plus/minus 1% of Full scale ->	15 Min

Note: The telemetry data shall be measured at the defined frequency (15 minutes). The accumulated 96-slot daily dataset per parameter shall be transmitted to the BRPL Digital Platform or any authorized party or any authorized party at least three times per day or as per configurable frequency, while maintaining the original timestamps.

2	Events/Alerts	Unit of Measurement	Trigger Logic	Data frequency
a	Power Off	-	Voltage=0, Current=0	Instantaneous
b	Communication failure	-		Instantaneous

Note: All alerts are to be ingested/integrated with Digital platform on instantaneous basis along with required parameter data as mentioned in point no.1 above.

Annexure E: Architecture



Annexure F: Approved Makes

1	CT	Pragati/ECS/Kappa/Narayan Powertech/ Mehru/ Continental/Maxwell Gilbert /Kalpa/ Nortex/Amity Electricals/Adcon
2	Copper Flexible Wire	Polycab / Havells / Finolex / KEI
3	Control & Auxiliary Cable	Polycab / Havells / Finolex / KEI / Paramount

Note – Any other make of component offered by the bidder maybe reviewed & approved by purchaser

Annexure G: Glossary

Term	Definition
ACB (Air Circuit Breaker)	Low-voltage circuit breaker used for protection and switching of LT feeders in substations.
AMC (Annual Maintenance Contract)	Service contract under which the vendor maintains the system for a defined period, including repair, replacement, and preventive maintenance.
API (Application Programming Interface)	Software interface that allows external systems to access or exchange data with the monitoring system.

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Term	Definition
BLE (Bluetooth Low Energy)	Low-power wireless communication protocol used for short-range IoT device communication.
Digital Platform	Utility digital platform used for ingestion, storage, and analysis of data received from IoT devices and monitoring systems.
Cloud Server	Remote server infrastructure where telemetry data is transmitted, stored, and processed.
CoAP(Constrained Application Protocol)	Lightweight web transfer protocol designed for communication with constrained IoT devices.
CT (Current Transformer)	Instrument transformer used to measure high current in power circuits by converting it to a proportional lower current.
Cyber Security	Protection of communication networks, devices, and data against unauthorized access or cyber threats.
Data Buffering	Temporary storage of data in the device when communication network is unavailable. Data is transmitted later when connectivity is restored.
Device ID / Hardware ID	Unique identifier assigned to each IoT monitoring device for mapping and identification.
Digital Twin Platform	Virtual model of physical electrical network assets used for monitoring, analysis, and simulation.
FMU (Feeder Monitoring Unit)	Current sensors, voltage sensors and electronic device installed on an LT feeder or LT AB Cable to measure voltage, current, power and transmit data to IoT Gateway.
GTP (Guaranteed Technical Particulars)	Vendor-submitted technical parameters confirming compliance with specification requirements.
IoT Gateway	Central communication device that collects data from multiple LT feeder monitoring units and forwards it to the server.
IEC Standards	International standards developed by the International Electrotechnical Commission for electrical and electronic equipment.
Ingress Protection (IP Rating)	Degree of protection provided by equipment enclosure against dust and water ingress (e.g., IP65).
IoT (Internet of Things)	Network of interconnected devices capable of collecting and transmitting operational data over communication networks.
JSON (JavaScript Object Notation)	Structured data format used for transmitting telemetry data between devices and servers.
Latency	Time delay between measurement at device and reception of data at the central platform.

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Term	Definition
LT Feeder	Low tension electrical feeder operating typically at 415 V distribution level supplying downstream loads.
NTP (Network Time Protocol)	Protocol used to synchronize system clocks of devices over a network.
OTA (Over-the-Air Update)	Remote firmware update mechanism used to upgrade device software through the communication network.
Power Factor	Ratio of active power to apparent power in an electrical system indicating efficiency of power usage.
Quality Assurance Plan (QAP)	Document describing inspection, testing and quality procedures during manufacturing.
REST API	Standard web API architecture used for structured data exchange between systems.
SAT (Site Acceptance Test)	Test performed at installation site to verify functionality, communication and integration of the system.
SCADA (Supervisory Control and Data Acquisition)	Centralized system used for monitoring and control of power network equipment.
SIM Binding	Process of linking a communication SIM card to a specific IoT device for secure network connectivity.
Telemetry Data	Operational measurements transmitted from field devices to central servers for monitoring and analysis.
TLS (Transport Layer Security)	Encryption protocol used to secure data communication between devices and servers.
WAN (Wide Area Network)	Communication network connecting remote field devices to central servers over large geographical areas.
Wireless Sensor Network	Network of distributed sensors communicating wirelessly to collect and transmit measurement data.