

**Tender Notification for**

**AWARD OF RATE CONTRACT FOR CARRYING OUT METER  
INSTALLATION ( MMG) WORK IN TWENTY TWO (22) DIVISIONS  
OF BRPL**

**NIT NO CMC/BR/20-21/SV/AR/861**

**Dt. 27.06.2020**

**Due Date for Submission of Tender: 17.07.2020**

**Date and Time of opening: 17.07.2020, 4:00PM**

**BSES RAJDHANI POWER LIMITED,**

**BSES Bhawan, Nehru Place, New Delhi-110019**

**Corporate Identification Number: U74899DL2001PLC111527**

**Telephone Number : 011-39999444**

**Website : [www.bsesdelhi.com](http://www.bsesdelhi.com)**

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## **SECTION - I**

### **REQUEST FOR QUOTATION**

#### **1.1 GENERAL**

BSES Rajdhani Power Limited invites sealed tenders in 2 envelopes for **“AWARD OF RATE CONTRACT FOR CARRYING OUT METER INSTALLATION ( MMG) WORK IN TWENTY TWO (22) DIVISIONS OF BRPL**

”

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscribed as-**

**“BID FOR AWARD OF RATE CONTRACT FOR CARRYING OUT METER INSTALLATION ( MMG) WORK IN TWENTY TWO (22) DIVISIONS OF BRPL**

”

**“NIT NO CMC/BR/20-21/SV/AR/ Dt. 26.06.2020”**

1.02 RPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.01).

Estimated cost of work (2 Year AMC Value)	: Rs 34.39 CR I/C GST
Earnest money Deposit	: Rs 5 Lacs/-
Cost of Tender form (Non- Refundable)	: Rs.1180/- i/c GST
Duration of the Work (AMC)	: 2 Year (from date of issue of order)
Tender documents on sale	: 27.06.2020 (working days)
Date & time of Submission of Tender	: 17.07.2020 till 1530 HRS
Date & time of opening of Tender	: 1600HRS on 17.07.2020
(Opening of technical bid)	

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

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

The tender papers will be issued on all working days up to the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website

[www.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## **1.2 POINTS TO BE NOTED**

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

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

1.2.3 Tender document consists of the following:

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

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

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

- (i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi.
- (ii) If Tender is received after due date and time.

## **1.3 Qualifying Criteria:-** **Technical Qualifying Criteria**

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

- (i) The bidder should have experience in project execution or maintenance work for Meter installation/Meter Replacement/Meter Shifting/Meter Revamping/DT Cleaning/Loss Reduction Work of any type of Meter in any power distribution Utilities / SEB's/ Discoms/ other govt. organizations in last 3 financial years (FY 17-18 & 18-19 & 19-20). Preference will be given to those bidders who are having the relevant experience in Delhi / NCR area and also to those bidders who have experience in meter installation work /Meter Revamping etc.
- (ii) Bidder should have performed on atleast 20000 metering jobs in aforesaid activities in last 3 years (FY 17-18 & 18-19 & 19-20)

- (iii) The bidder should enclose performance certificates in support of relevant experience & work completion certificate of 30000 metering jobs in last 3 financial years (FY 17-18 & 18-19 & 19-20)
- (iii) For Existing MMG vendors of BRPL, Technical evaluation will also include the performance in the existing contract. BRPL reserves the right to qualify or disqualify their bid based on the performance in spite of them meeting the above minimum qualification.

**Commercial Qualifying Criteria**

1. Bidder must provide proof of having average annual turn over of Rs. 2 (Two) Crore or above during the last three financial years. (FY 17-18, FY 18-19 & FY 19-20)
2. Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank.
3. Bidder should have valid Registration No. of GST
4. Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
5. Bidder must have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in Delhi region.
6. Entities that have been debarred/ blacklisted in BRPL/ other utilities in India will not be considered; in this regard a written statement has to be provided on letter head along with other documents.
7. The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL at BRPL's sole discretion.

Please note that BRPL will verify the bidder's credentials like work order copies, performance certificates etc. submitted by the bidder from the respective issuing client, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

- i) Firms who are debarred/ blacklisted in BRPL & other utilities in India will not be considered.
- ii) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.
- iii) No joint ventures/ consortiums are allowed

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- a) Last three Financial Years (FY 17-18, FY 18-19 & FY 19-20) financial statement.
- b) Bidder to submit CA Certificate showing upto date compliance of GST returns/ PF and ESI returns i.e upto FY 19-20
- c) Detail of Banker & Cash Credit limit
- d) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- e) Memorandum & Articles of Association of the Company
- f) Organization Chart of the company
- g) Experience details with credentials
- h) Turnover certificate issued by auditors for the last three Financial Years.

**Please note:** For Existing vendors of BRPL, evaluation will also include the performance in the existing contracts vis-a-vis performance in terms of HR issues, Compliance parameters and Salary disbursement by Vendors. BRPL reserves the right to disqualify their bid based on the above performance parameters in spite of them meeting the above qualification criteria.

BRPL reserves the right to disqualify any bidder in spite of the bidders meeting the above Qualifying requirements. The decision of BRPL shall be final & binding on the bidder.

BRPL may ask for any other document as may be required to substantiate/ justify the submissions made by bidders.

#### 1.4 Bidding and Award Process:-

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

##### 1.4.1 BID SUBMISSION:

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

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

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

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

The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION IV

#### TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ- to be mailed to the following: 1. <a href="mailto:rajesh.j.doshi@relianceada.com">rajesh.j.doshi@relianceada.com</a> 2. <a href="mailto:Panchanand.Singh@relianceada.com">Panchanand.Singh@relianceada.com</a> 3. <a href="mailto:Ananda.raj@relianceada.com">Ananda.raj@relianceada.com</a> 4. <a href="mailto:Rajni.bhagia@relianceada.com">Rajni.bhagia@relianceada.com</a> 5. <a href="mailto:Divya.gupta@relianceada.com">Divya.gupta@relianceada.com</a>	<b>10.07.2020</b>

2	Submission of PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	17.07.2020
3	Submission of PART B Financial Bid	Price strictly in the Format enclosed(Section IV) indicating Break up regarding basic price, taxes & duties etc.	17.07.2020

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

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

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

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

#### **FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:**

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

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

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

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

#### **1.4.2 Award Decision**



- a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders.
- d) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other contractors who are found fit.
- e) "Nil/Zero" Margin or Administrative Service Charges of Bidders will be considered as "Unresponsive". Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BRPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BRPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BRPL on this shall be final and binding on the bidders.

#### **1.4.3 Market Integrity**

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

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

#### **1.4.4 Confidentiality**

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

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

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

### 1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head (MMG), BRPL Copy to :Head (C&M)	Head (C&M)
Address	BSES Rajdhani Power Ltd , Nehru Place, New Delhi	C&M Deptt., BSES Rajdhani Power Ltd, I Floor, "C" Block, BSES Bhawan Nehru Place New Delhi-110019

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

### **1 . GENERAL**

BSES Rajdhani Power Ltd, hereinafter referred to as “The Company “is desirous of awarding work for carrying out **MMG work for Twenty Two (22)** divisions in BRPL.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4 The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company’s decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.6 The company reserves the right to split the order among various successful tenders in any manner he chooses without assigning any reason whatsoever

### **2.0 SCOPE OF WORK**

The complete scope of work has been defined in relevant section of this tender document.

### **3.0 DISCLAIMER**

3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document

and obtain independent advice from appropriate sources in their own interest.

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

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

3.4 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).

#### **4.0 COST OF BIDDING**

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

#### **5.0 BIDDING DOCUMENTS**

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

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

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

#### **6.0 AMENDMENT OF BIDDING DOCUMENTS**

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

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

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

## **7.0 PREPARATION OF BIDS**

### **LANGUAGE OF BID**

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

## **8.0 DOCUMENTS COMPRISING THE BID**

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

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

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

## **9.0 BID FORM**

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

### **EMD**

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

- (a) Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) BG from nationalized / Scheduled bank in favour of BSES Rajdhani Power Limited valid for 6(six) months after last date of receipt of tenders

The bidders who are not technically qualified, EMD shall be refunded after price bid opening. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work. The amount of EMD by the successful bidder shall be returned on submission of CPBG as per tender terms.

The EMD may be forfeited in case of:

- (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) 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.
- (C) If the bidder is found to have submitted false or forged any of the documents/certificates/information .

#### 10.0 **BID PRICES**

- 10.1 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

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

#### 11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

#### 12.0 **PERIOD OF VALIDITY OF BIDS**

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

- 12.2 Notwithstanding Clause 12.1 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

#### 13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of

Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

#### **14.0 FORMAT AND SIGNING OF BID**

- 14.1 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.2 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 14.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

#### **D. SUBMISSION OF BIDS**

##### **15.0 SEALING AND MARKING OF BIDS**

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

##### **16.0 DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 The original Bid must be timely received by the Company at the address specified in Section-I
- 16.2 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights

and obligations of the Company and Bidders previously subject to the deadline will there after be subject to the deadline as extended

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

**E. EVALUATION OF BID**

**20.0 PROCESS TO BE CONFIDENTIAL**

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

**21.0 CLARIFICATION OF BIDS**

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

**22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

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



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

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

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

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

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

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

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

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

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

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

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

## **F. AWARD OF CONTRACT**

### 24.0 **CONTACTING THE COMPANY**

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

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

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

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

**26.0 AWARD OF CONTRACT**

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

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

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

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

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

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1).

The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

**29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

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

### **SECTION – III: TERMS AND CONDITIONS**

BSES Rajdhani Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network in South and West Delhi. Total **TWENTY TWO (22)** divisions are covered under BRPL.

The COMPANY is desirous of engaging a third party and wants to assign the METER INSTALLATION (MMG) works in following TWENTY TWO (22) Divisions of BRPL. For work allocation grouping is done as under:

Sl. No.	DIVISIONS
1	Alaknanda+Nehru Place
2	Khanpur
3	New Friends Colony+Nizamuddin
4	Saritavihar
5	RK Puram+Hauzkhas
6	Saket
7	Vasantkunj
8	Jaffarpur+Mundka
9	Nangloi
10	Najafgarh
11	Punjabi Bagh+Vikaspuri
12	Dwarka+Mohan Garden
13	Janak Puri+Uttam Nagar
14	Palam
15	Tagore garden

#### **1.0 DEFINITIONS & INTERPRETATION:**

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

1.1 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assigns.

1.2 CONTRACTOR: shall mean the successful tenderer / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.

1.3 CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

1.4 SITE: The terms "Site" shall mean the working location in BRPL area.

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

1.6 Good Industry Practice: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

1.7 Effective Date: means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.

1.8 Rate: The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender and payable by the Company to the Contractor for the due, complete and proper performance of the jobs covered under this contract.

## **2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:**

The CONTRACTOR has to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to his work. The COMPANY shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

## **3.0 LANGUAGE AND MEASUREMENT:**

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

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

## **4.0 COMPANY's SCOPE OF WORK:**

4.1 All the material (Meters, Meter accessories, Cables, Cable fixtures, etc.) required for performing work at site shall be in the scope of BRPL. Material shall be issued against MRS (Material requisition slip) to contractor's authorized representative from designated BRPL stores on free of cost basis.

4.2 Company shall provide in advance the list of consumers where work to be performed under this contract. Work allocation to the contractor shall be communicated by Engineer In-charge or his designated person.

4.3 The contractor can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.

4.4 Company representative may accompany the Contractors' personnel during installation.

## **5.0 CONTRACTOR'S SCOPE OF WORK:**

### **5.1 EXECUTION:**

Contractor shall perform fully and properly all functions required for execution of assigned job at the premises of the Company consumers.

Detailed scope of work includes:

- 5.1.1 New Installation/Replacement & energizing all types of 1Ph, 3Ph, electronics Energy Meters (including Group Meters, Smart Meters, Pole Meters etc.) and associated accessories, with communication if required. If existing meter is found installed inside consumer premises, it has to be brought outside during replacement (replacement charges shall be inclusive of this work).
- 5.1.2 Installation/Laying/ Replacement of Overhead/ Underground Service Cable including proper Cable Fixture support at both consumer end and pole end, digging & restoration of Road etc. as per defined SOP.
- 5.1.3 Installation/replacement of bus-bars / Pole DBs wherever required.
- 5.1.4 Removal / Reconnection / Disconnection / Shifting of Energy Meters / resolution of Not Downloading cases.
- 5.1.5 Sealing & Resealing of Energy Meter / Busbar /Meter Box.
- 5.1.6 Ensuring meter getting downloaded after installation/ replacement/ shifting/ resealing/ chord change/ resolution of not downloaded complaints.
- 5.1.7 Installation / Replacement of any type of SIM card and ensure communication with backend server for Smart & Group Meters.
- 5.1.8 Fixing of Shearing Nut/Bolt for Closure of DBs / Meter Boxes/Busbars.
- 5.1.9 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge to complete the job.
- 5.1.10 Return of all type of scrap generated from site/left over material (including any 2/4 core cable / copper cable removed from site, Bus Bars, Meter boxes, Terminal covers & screws, Site Removed seals) & old meter with/without gunny bags to assigned BSES stores. Attachment of Docket Copy created by SAP & Store Receipt Copy in MMG monthly bills. Taking Photographs of 2 core cable / copper cable & MMG coordinator approval in such cases.
- 5.1.11 Reconciliation of Meters, Cables, Meter Seals, Gunny bag seals, MCR Books & Lab Testing Notice format, Busbars, old removed seals and all other related material

within defined timelines by Engineer Incharge / department SOPs. Such Old Seal Scraps shall also be deposited to stores with proper records.

- 5.1.12 Site visit for any work related to Metering including but not limited to attending NDL cases, resolving communication related complaints, mismatch cases, interchange cases, any Pole related work, filling up of any kind of Performa (online or offline), taking photographs etc..
- 5.1.13 Deposit damaged Meter & Gunny Bag seals, MCRs & Lab Testing Notice (if any) to MMG circle office for reconciliation and provide reason for damage, for activation in SAP.
- 5.1.14 Packing of Old removed meters in Gunny bags and sealing of meter in gunny bag in the presence of consumer or his representative as per the instructions of Engineer In-charge. (It is mandatory for Contractor to take signature of consumer on MCR, Lab Testing Notice and Gunny Bag Seal. If consumer refuses to sign, then photographs of device & documents, & videography of conversation shall be taken and required to be submitted at MMG office for uploading. Contractor shall provide One-Photograph of Sealed Meter in Gunny Bag from Site clearly depicting Meter Number and Gunny bag Number).
- 5.1.15 Perform various activities under this contract in accordance and full compliance with the standard operating procedures, standards and specifications. Contractor has to complete the work in totality as per the instruction of Engineer In-Charge and payment shall be made on the basis of actual execution. Contractor shall maintain Quality parameters as per the defined standard operating procedure in Annexure-2. Contractor shall depute his representative for carrying out quality inspections & burnt/faulty meter inspections by BRPL representative. However, in order to comply with DERC/Safety/CEA guidelines & strengthen quality, SOPs may be revised during the contract period by engineer in-charge, which contractors have to follow without any price implication.
- 5.1.16 Rectify defects immediately noticed by BRPL representative during installation or verification & inspection and rectify the data if it found incorrect & submit ATR to QC incharge offline or online with photographs. Contractor shall not be compensated for expenses incurred, if any, for such Rectification /modifications / corrections.

Person found doing wrong installations practices shall not be allowed to work again until he attends compulsory training program.

- 5.1.17 Comply with DERC/BRPL timelines or timelines decided by Engineer In-charge, which may change from time to time. Existing timelines for different activities are given in Annexure-5. Jobs performed beyond time line shall attract penalties.

- 5.1.18 During replacement of the meter, if existing meter is found OK at site, charges for site visit shall be paid for the same (if informed by the contractor person instead of replacement). Photograph of OK Meter & Site inspection MCR / BSES defined Performa to be prepared for such cases also stating that "Existing Meter found OK at Site.
- 5.1.19 Contractor shall schedule / Plan in advance regarding his field activities for carrying out each part of the works as instructed by Engineer In-Charge.
- 5.1.20 The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards field activities. Such reviews shall not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his execution methods.
- 5.1.21 The Contractor hereby confirms and undertakes the full responsibility of the assigned works for carrying out the METER INSTALLATION (MMG) covered under the area in BRPL.
- 5.1.22 After completion of work, Contractor manpower shall take Happy Code from Consumer (which is sent to him as sms through our system), & submit it through Online App. If Happy Code is not taken by the Lineman / provided by the consumer, applicable penalty will be imposed as per relevant clause of this contract.
- 5.1.23 Contractor shall provide Mobile, Printers & Thermal papers (for onsite printers) to each team working at site for all BRPL activities & maintain their Quality. If any Mobile/Tab/Printer gets damaged, it shall be replaced immediately by contractor without affecting work.
- 5.1.24 Execution of Site work, Punching of Meter & Meter related particulars shall be completed by 7:30 PM & no work shall be done beyond this timeline without prior approval of Engineer Incharge or his designated person. Cases shall be punched at actual site location during execution.
- 5.1.25 While performing work at site, Contractor shall follow Standards of BIS (Bureau of Indian standards), CEA (Measures relating to safety and Electric supply), DERC Regulations, Fire safety norms (with amendments thereof) and BSES SOPs.
- 5.1.26 Sub-letting of work awarded to contractor is completely prohibited, if any contractor is found sub-letting his work, he will be held completely accountable for any acts of omission and commission during execution of the contract.



## 5.2 PHOTOGRAPHS:

5.2.1 Contractor shall provide Photographs of work execution at site as per the requirements below. Photographs may be taken through Tab / Mobile application and /or to be provided in Pen drive/ CD. Photograph must be renamed with CA / Service Order in requisite format.

5.2.2 Taking Photographs (Before & After) of work execution at site:

For New Connections (2 Photographs after Installation):

- Taking two Photographs of Meter after meter installation, 1<sup>st</sup> Photograph should clearly depict meter no., meter reading & Seal with Seal no., 2<sup>nd</sup> Photograph should clearly show Meter with its incoming and outgoing cables, ELCB Installed, Saddling of cable etc.

For Meter/Cable Replacements (1 Photograph before Installation & 2 after Installation):

- Taking 1 Photograph of Meter before Meter replacement clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length.
- Taking two Photographs of Meter after meter replacement, 1<sup>st</sup> Photograph should clearly depict meter no., meter reading & Seal with Seal no., 2<sup>nd</sup> Photograph should clearly show Meter with its incoming and outgoing cables, ELCB Installed, Saddling of cable etc.

For Bus Bar Connections:

- Taking 1 photograph of Bus Bar & Bus Bar Seal with Seal No., if Meter is installed/replaced through Bus Bar

For Pole Connections:

- Taking 2 photographs if cable connection is given on pole/feeder pillar: 1<sup>st</sup> photograph showing Cable termination at Pole / Feeder Pillar end with earthing & fixtures and 2<sup>nd</sup> Photograph showing Cable movement at underground location

For Meter Removal: Taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length

For Meter Shifting: Taking before & after Photographs of meter - before shifting photograph should clearly show Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length; after photograph should clearly show reinstallation of work with meter no., & Seal with Seal no., incoming and outgoing cables.

For Resealing / Chord Replacement: Taking 1 Photograph after activity which should clearly depict Meter no., Seal No. & reading getting downloaded through PDS.

Photographs shall be taken through Tab / Meter Live application and /or to be provided in Pen drive/ CD. Photograph must be renamed with CA no. in requisite format. If such Photographs taken through Meter Live app is not as per defined type or not found clear, penalty shall be imposed as per relevant Penalty clause of this contract.

### 5.3 MANPOWER:

- 5.3.1 Contractor shall depute trained, qualified and skilled manpower (One Lineman and One Helper per team) & Supervisor/Engineer at site.
- 5.3.2 All newly joined manpower of contractor shall attend mandatory training & assessment test in BSES before performing any kind of job at site. Only those manpower that pass assessment test post training, will be allowed to work at site.
- 5.3.3 Contractor shall deploy adequate number of teams / staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing services under this contract. Contractor shall provide teams as per instructions of Engineer In-charge from time to time.
- 5.3.4 Contractor shall also not employ any person who is blacklisted by BRPL or elsewhere. Contractor must exercise due diligence to ensure that no blacklisted vendor employee gets recycled through another vendor.
- 5.3.5 Contractor awarded the contract must sign the Vendor Code of Ethical Conduct and certify that they and their employees will comply with it.
- 5.3.6 Contractor shall provide a Declaration-cum-Undertaking to certify and vouch for the character and antecedents of their employees who will be deployed in BRPL, and that, to the best of their knowledge, there is no criminal case against any of them.
- 5.3.7 Contractor shall also depute a Safety Officer to monitor assigned work of meter installation. Manpower deputed must follow safety procedures and guidelines while performing assigned work at site. Manpower deputed must be proficient to execute work, filling of MCR / Lab format / Quality report / Notices and entry / updating of data through Mobile APP. Contractor shall provide a declaration on Monthly basis for Safety Officer deputed at site & work getting executed considering all safety procedures & norms.
- 5.3.8 Contractor has to execute Metering works such as Not downloaded /defective meters, resealing of meters / box /bus bars etc. in time bound manner as per the instruction of Engineer In-charge. Contractors must deploy their team in a way to achieve atleast a Minimum of 50% of their monthly target assigned failing which penalty will be applicable as per relevant penalty clauses.

- 5.3.9 Contractor manpower shall attend training/awareness program which gets conducted by BRPL time to time. Periodic training by Contractor shall also be imparted to their manpower. Failing to send manpower for training shall attract penalty as per relevant penalty clause.
- 5.3.10 Contractor shall appoint engineers & supervisors to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BRPL, ensure quality of work & quality of reports (MCRs, Quality Reports & Lab Formats) & report malpractices. Quality deficiency like Printing of Big MCR, MCR Not Clear, Cancellation of Order, Wrong Reading, Wrong Seal Punch Correction Cases shall attract penalty. Such engineer/supervisor shall submit a daily report to Engineer Incharge regarding daily activity undertaken by Contractor and progress made by Contractor.
- 5.3.11 Contractor shall depute team for Enforcement Meter replacements along with enforcement teams of BRPL, as per instruction of Engineer In-charge / division in-charge.
- 5.3.12 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent themselves as BRPL employee in any manner.
- 5.3.13 Its Contractor's responsibility to prohibit / restrict its employees from involving in misconduct / malpractices at site. Contractor shall conduct preliminary enquiry /investigation against complaints received and share report with Engineer In-charge. Contractor shall refund full amount of money (if any) taken from consumer illegally by his employees for carrying out MMG activities at site.
- 5.3.14 Contractor staff shall not offer any paid service to consumer for consumer wiring or any other work pertains to consumer at site.
- 5.3.15 For verification of Contractor manpower and issuing of I- Cards Contractor shall provide the list of engaged manpower for MMG Work with their valid Aadhar Card/PAN Card copy to MMG/HR-BRPL.
- 5.3.16 Contractor shall install Biometric Attendance Machine at their MMG Stores. All of their MMG manpower, whether permanent or temporary, shall record their attendance through Biometric punching machine. Contractor shall submit monthly record of their manpower attendance to MMG in their monthly bills.
- 5.3.17 Contractor shall also not employ any person who is blacklisted by BRPL or elsewhere.
- 5.3.18 Contractor shall be held responsible for any liability arises from any accident to his employees while performing work under this contract. An immediate intimation followed by reporting shall be provided by Contractor to MMG Coordinator and Central MMG office and to concern dept. MCS, DDA Etc. A FIR shall be logged

immediately if the case is of criminal nature citing such Risk an insurance of the employee for such unforeseen circumstances shall be part of Contractor's scope.

- 5.3.19 Contractor shall declare their working manpower in their monthly bills and it shall match with the data submitted to HR. There shall be no changes in the MMG Manpower list without intimation to Head - MMG & HR Compliance; Contractor shall provide the updated list of manpower duly signed by MMG Coordinator to Compliance cell along with compliance documents of every month. If Contractors are working on other than MMG contract in BRPL, compliance documents for manpower working in MMG shall not be mixed up with manpower working in other contracts & shall be submitted separately for MMG.

#### 5.4 DRESS CODE

- 5.4.1 Contractor shall provide proper 4 set of uniforms to all manpower working for them, with "Red" colour logo of Contractor on backside and BSES Rajdhani Power Ltd. On front Pocket of Top wear (Shirt / Jacket).

- 5.4.2 Uniforms shall be provided by contractor to their manpower 4 times in a year, i.e., 2 sets in summer and 2 in winter.

A. Lineman and assistant staff working on live cases or pole work shall wear "Flame resistant protective clothing", to avoid threat from electrical arc flash.

B. In Summers /Normal seasons

- 1) Upper body - Full sleeves cotton shirts – Navy Blue Colour.
- 2) Lower body - Heavy canvas work pants, Navy Blue Colour, with 6-8 pockets to keep essential tools. Tool holding Belts shall also be provided to all linemen.

C. In winters, this uniform cloth shall be:

- 1) Upper body - Full Sleeve Cotton Shirt – Navy Blue colour & Full Sleeve Jacket – Navy Blue/Grey Colour with fox-fur lining inside.
- 2) Lower body - Heavy canvas work pants, Navy Blue Colour, with 6-8 pockets to keep essential tools. Tool holding Belts shall also be provided to all linemen.

#### 5.5 SAFETY GEARS

- 5.5.1 Contractor shall provide proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs to be completed under this Contract.

- 5.5.2 Contractor shall provide all safety gears including but not limited to safety belts, Insulated floor mat, ladders, safety shoes, Safety Gloves, Helmet with visors, Safety Goggles, first aid box with required medicine and rain wears to their personnel.
- 5.5.3 Contractor shall depute safety officer for implementation of safety guidelines and practices among their manpower while performing work at site. Safety Officer shall fill BSES defined Safety Performa & submit it to BSES on weekly basis. Organize safety talk bimonthly or as decided by engineer in-charge and submit record of safety talk on monthly basis to MMG. Arrange all safety equipments for their employees as per the details given in Annexure – 2.
- 5.6 METER LIVE MOBILE/TAB APPLICATION, MMS PORTAL, QC PORTAL & BILLING PORTAL FOR MMG ACTIVITIES:
- 5.6.1 Contractor shall provide Mobile / Tab along with portable printer and Barcode/QR Code scanner (if required) as per the specifications of BRPL to each team deputed at site to perform jobs at site & fill particulars through Meter Live app. All the expenses related to Mobile / Tab / Printer / Barcode scanner/ Thermal Paper rolls (used in onsite printers) shall be borne by contractor and shall be included in the respective activity Codes. 100% cases to be executed / attended through TAB/Mobile based online application.
- 5.6.2 Contractor manpower shall fill up MCRs & Lab Testing Formats online or offline or both ways, neatly, without over writing, cutting & mistakes and also update jobs in mobile based application from site. In case contractor Lineman is not able to fill the MCRs / operate mobile application, contractor shall depute a separate Engineer / supervisor with that team for filling up MCRs & Lab Format (online or offline).
- 5.6.3 Contractor shall timely submit (Next day of Job Completion) MCRs at designated BSES Central offices.
- 5.6.4 Data submitted through Tab/Mobile based Application from site shall be considered as final data for billing.
- 5.6.5 In order to have proper accounting & complete reconciliation, MCR & Lab testing notice books shall be issued by Division MMG Coordinator and details i.e. MCR no. & Lab testing notice no. shall be maintained and attached in reconciliation statement as per prescribed format in MMG monthly bills.
- 5.6.6 MCR & Lab testing notice books issued in MMG shall not be given/ transferred to other Contractors / divisions/ Schemes etc. under any circumstances. Similarly MCR & Lab testing notice books of other Contractors / divisions/ Schemes etc. shall not be used in MMG in under any circumstances. In very critical situations if it is required, then it should be done with the approval of Engineer In-charge and

proper handing/taking over documents are required to be maintained & produced whenever required.

**5.7 CONTRACTOR STORE MANGEMENT:**

- 5.7.1 Contractors shall manage their store as per the details given in Annexure – 3 & clauses below.
- 5.7.2 Contractor shall inform the details of store address within 07 days from date of issue of work Order. The contractor shall provide adequate security at store and will be responsible for material issued to him.
- 5.7.3 Store Upkeep by Contractor / Proper Racking: Contractor shall ensure Material Display Board for Stock Display and undertake daily revisions. In order to manage the items proper racking shall be undertaken. This shall cover proper stocking of new and old material. Physical stock at last day of the month shall be submitted to BSES on monthly basis.
- 5.7.4 Contractor shall depute separate store supervisor.
- 5.7.5 Contractor shall provide proper storage facility for storing material issued from BRPL stores. Material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable. Contractor shall also provide indoor storage facilities to store all items/ material that require indoor storage. Meters should be kept in lockable room.
- 5.7.6 Contractors shall not give/ transfer any Meter, Seal, Cable or other material issued to them (related to MMG) to other Contractors / divisions/ Schemes etc. under any circumstances. Similarly Meter, Seal, Cable or any other material related to other Contractors / divisions/ Schemes etc. shall not be used in MMG by contractors under any circumstances. In very critical situations if it is required, then it should be done with the approval of Engineer In-charge and proper handing/taking over documents are required to be maintained & produced whenever & wherever required.
- 5.7.7 Contractor shall install Weighing Machine of atleast 100 kg in their MMG store to cross check weight of scrap to be returned to BSES stores.
- 5.7.8 For Safety & Security, contractor shall also install CCTVs in their stores.
- 5.7.9 Contractor shall manage its store in line with the prescribed guidelines & contractor has to keep one computer with required number of accessories to keep the record of incoming & outgoing material.
- 5.7.10 Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number

of Contractors personnel shall be trained in administering the first aid. Health Checkups and First-aid training shall be done periodically.

5.7.11 If available, Contractor shall be allocated a space for Store, in the respective division / sub division to manage activities and store material under this contract. Allocation shall be done by respective division in-charge and Contractor shall take proper electricity connection and pay energy bills regularly.

5.7.12 Contractor shall open and maintain a site office in the area.

#### 5.8 VEHICLE:

5.8.1 Transportation of meter/material from BSES Store / Office to Contractor store and Contractor store to site & vice-versa shall be in the scope of contractors & all activity prices shall be inclusive of these prices

5.8.2 Loading, unloading & transporting of all free issue material will be done by contractor from any BRPL store /any location to any location & vice versa.

5.8.3 Contractor shall mandatorily provide Commercial VANS / Electric vehicles like E-Rickshaw with each team performing Major jobs like meter installation, replacement, removal, shifting, cable cases etc. Contractor shall provide Motor Bikes with each team performing minor Jobs like resealing, Chord change etc. All the expenses related to vehicles deputed for discharge of services under this contract shall be borne by contractor and shall be included in the respective activity Codes. If vehicles are not provided with any team, penalty will be imposed as per relevant penalty clause.

#### 5.9 BILLING:

5.9.1 Contractor shall submit bill on monthly basis along with complete documents & photographs listed in Annexure-4 on or before 15<sup>th</sup> date of subsequent month. Late Submission of bill shall attract penalty as per relevant penalty clause.

5.9.2 Contractor shall make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BRPL against such payments.

5.9.3 Contractors shall raise & submit their Bills through Online Billing portal and/or hard copies or both ways on monthly basis.

5.9.4 Data filled through Meter Live App / SAP data shall be considered as final data for billing. Any correction in data during billing shall be done through MMG Billing teams & after approval of Engineer in charge only.

5.9.5 Penalties in Monthly Bills shall be governed by Penalty clauses of this work contract.

5.9.6 Retention Amount (equivalent to Penalty amount) will be imposed on photographs, MCR Books, Lab Testing Format, scrap & all material including Meters (New & Old), Meter Seals, Gunny Bag Seals, Cables, Bus bars etc. which are left reconciled after the specified timeline (Retention shall be done with proper reason against clear intimation and approval of such cases from Engineer Incharge . If these cases are not settled within 60 days of retention amount, these shall be converted into deduction amount as per the penalty clause

5.10 OTHER TERMS & CONDITIONS:

5.10.1 Contractor shall be responsible for any loss of or damage to any Goods; to be read in conjunction with relevant penalty clause.

5.10.2 Contractor shall reconcile all material issued from BRPL stores for execution of Jobs under this contract in specified formats by BRPL. Contractor shall maintain record of material issued and consumed and same shall be produced for verification at the discretion of engineer-in-charge.

5.10.3 Contractor shall collect old Meter, Meter box, Base Plates, T-Covers, Brass Screws, Cables, Bus Bars, DBs, removed seals etc. removed from site. These material recovered from site on daily basis should be deposited in the designated BRPL Stores as per time line specified by Engineer In-charge from time to time. The Old Meters (with and without gunny bags) should be accompanied with Meter change Report (MCR), Lab Testing Notice, Measurement Sheet and Meter Return Docket (MRD) duly filled in Soft and Hard copies.

5.10.4 Contractor may provide authorization letter to their designated employees for issuance & return of material.

5.10.5 The detail of works to be carried out by the Contractor is as mentioned in the scope of work. However; work allocation shall be communicated by Engineer In-charge of the areas. The Contractor also agrees to undertake any METER INSTALLATION (MMG) or any other Metering related work (including Meter replacement/shifting/removal/resealing, resolution of not downloading complaints etc.) etc. issued by the Company which may be required to be carried out over and above the work highlighted in the scope of work for the smooth working of the system. To perform above, the Contractor shall deploy minimum manpower & resources as decided by the Engineer Incharge..

5.10.6 Performance of Contractor shall be measured by the various performance parameters as defined in Score Card (Annexure-1). For Initial one month, performance will be measured with no Deduction / Incentive. Performance parameter & their weightage may be amended as per the instruction of Engineer In-charge during the time period of this contract.



5.10.7 Contractors shall ensure 100% reconciliation of Old & New Meters, Material (Cables, Bus bars etc.), Meter & Gunny Bag Seals, Old removed seals, MCR Books & Lab Testing notice format within specified timelines.

5.10.8 During issue of any Meter or material from BSES Stores, contractors shall check the Meters & material properly for any kind of damage of material. After receipt of the Meters & material, if any kind of damage is found in Meter or material contractor's store or during the transit, contractor shall be responsible for the same.

## **6.0 CONTRACT PRICE:**

The contract is on unit rate basis .Unit Rate shall be as finalized through this tender and this rate will be remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever .

Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, BRPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BRPL in accordance with the provisions of this Contract.

## **7.0 TAXES & DUTIES:**

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

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

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

## **8.0 TERMS OF PAYMENT:**

The payment shall be made as under:

9.1 Contractor shall raise monthly bills for the jobs performed under this Contract.

9.2 The contractor shall submit following documents to VSC for claiming payment.

i. Monthly Invoice.

- ii. Material Reconciliation statement for all free issued material Received from BRPL, (Utilized & Balance) in a specified format duly verified form Engineer In-charge. Any shortfall in material shall be recovered from the bills/reimbursed by you.
- iii. Meter replacement Reports/Progress Chart & measurement sheet with relevant documents. If required, measurement sheet shall be uploaded by the contractor online through BSES developed software.
- iv. EBS certificate for New & Old Meters, Meter & Gunny Bag Seal Reconciliation Certificates etc. obtained from Engineer In-charge.
- v. Material Issuance, Old Meter Return and Scrap Deposit Dockets.
- vi. Documents of statutory compliances.
- vii. All required Documents Listed in Annexure-4 which may be amended as per instruction of Engineer In-charge BRPL

9.3 100% Payment shall be made to the CONTRACTOR with-in **30 Days** of submission of certified Bills at Vendor Support Cell subject to fulfillment of contractual obligations.

9.4 BRPL shall make payments of the bills either by crossed cheque; or by electronic transfer directly to Contractors designated bank account, at BRPL sole option.

Payment shall be released after Tax deduction at Source (TDS) as per the prevailing rules & TDS certificates shall be issued to the

## **8.0 TIMELY DISBURSEMENT OF WAGES**

The contractor shall ensure that monthly wages for the manpower are disbursed timely. Salary / Wages to be distributed not later than 7th of each month. Though the company endeavours to process contractors' bills on time as per the payment timelines mentioned in the clause no. 04 (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the contractors responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfill their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BRPL reserves the right to terminate the contract in case of delay in disbursal of the wages at more than one instance.

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

9.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Work Order.

9.2 The Security Performance Bank Guarantee shall be of 10% of the initial yearly contract value and shall be valid till contract period, plus three (3) months towards claim period. This amount shall remain fixed during the currency of the contracts. No change in value of BGs shall be made during the contract tenure due to change in contract value.

9.3 The Security Performance Bank Guarantee shall be issued from any nationalized/ scheduled bank as per company format.

9.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

9.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

#### **10 PROPER AVAILABILITY OF T&P:**

The contractor will provide all tools in the beginning of contract and will ensure the proper availability of tools and tackles throughout the contractual period. These tools shall be of standard make only. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

#### **11 SUB-CONTRACTING / SUBLETTING:**

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works.

#### **13.0 PENALTY:**

##### **13.1 Penalty for Delay in Execution of Jobs:**

Penalty of Rs.1000/- per case per day shall be deducted for delay for the cases executed beyond the target completion date as per DERC timelines, subject to a maximum of 5% of the Bill value. Extension shall be granted in respect of the following cases and no penalty shall be levied: -

- i. Non-issuance of material by the company.
- ii. Non-availability of material on part of the company.
- iii. Disturbance & violence in the area.

- iv. Adverse climatic conditions.
- v. Deficiency Notice served to consumer if deficiency found at consumer premises on consumer part.
- vi. Any unforeseen circumstances, if approved by Engineer Incharge.

13.2 Penalty for Delay in resolution of other activities (like resolution of Not downloaded cases, clip broken cases etc.):

- If Contractor could resolve only 25% of the cases assigned to him in a particular month,. Penalty of Rs. 20,000/- per month shall be imposed.
- If Contractor could resolve only 26-50% of the cases assigned to him in a particular month, Penalty of Rs. 10000/- per month shall be imposed

13.3 Penalty for Misconduct/Malpractice at site:

- i) A penalty of Rs. 10,000.00 shall be levied on contractor for the first incident of misconduct/Malpractice at site.
- ii) A penalty of Rs. 25,000.00 shall be levied on contractor for the second incident of misconduct/Malpractice at site.
- iii) A penalty of Rs. 50,000.00 shall be levied on contractor for the third incident of misconduct/Malpractice at site & subsequently termination of his contract.

Note: Depending upon the level of malpractice, Engineer In-Charge can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and if complaint found genuine above Penalties shall be applicable. Following activities shall be considered but not limited to malpractices / Misconduct:

- (a) Manipulation of data submitted for billing and reconciliation of material.
- (b) Tempering of Meter while Meter installation.
- (c) Fake submission of MCR & Lab Testing Formats for punching of meter & seal particulars.
- (d) Any illicit financial transaction between consumer or his representative and contractor's employee.
- (e) Involvement in any activity which leads to suspension of work.
- (f) Non compliance of any critical Office order which leads to financial loss to BRPL.
- (g) Involvement of contractor's employee in sale of new Material / Scrap material which pertains to BRPL.
- (h) Old meter deliberately not removed from site or Misuse of Old removed meter at other site.
- (i) Deliberate misuse of Meter or seal & submission of fake Meter / Seal data.

(j) Deliberate Meter replacement without order / out of circulated lists / without prior approval by Engineer Incharge.

#### 13.4 Penalty for Non Submission of Bills with documents:

If Monthly Bill along with complete documents as specified in Annexure-IV is not submitted on or before 15<sup>th</sup> date of subsequent month, following penalty shall be levied:

- (i) Delay of 1 to 15 days after 15<sup>th</sup> date of subsequent month: 1% of bill value.
- (ii) For delay in bill submission beyond 30 days of subsequent month, penalty of 2% of bill value shall be imposed for delay of every week up to maximum deduction of 10% of the bill value.

Note: Incomplete bill shall be treated as Non Submission of Bill.

#### 13.5 Penalty for Loss / Damage of Meters, Seal and Material:

In case of any loss / damage of Material issued by company, penalty as under shall be levied:

- (i) Loss of New Meter Up to 5 Numbers during entire period of this contract: Rs. 25,000/- for each Single Phase Meter & Rs 30,000/- for each three phase Meter.
- (ii) Loss of New Meter more than 5 Numbers during entire period of this contract: Rs. 50,000/- for each Single Phase Meter & Rs 60,000/- for each three phase Meter.
- (iii) Loss of Old Meter for single phase and three phase meter: Rs. 10,000/- for each Meter.
- (iv) Damage of New Meter: Rs 2000/- for each Single phase meter and Rs 5000/- for each three phase meter.
- (v) For Loss of each Meter & Gunny Bag seal: Rs 1000/-.
- (vi) For Loss of MCR & Lab Testing Format: Rs. 500/-.
- (vii) Loss of PDS issued to contractor (if any): Actual cost of the device.
- (viii) For Intentional Damage of each Meter & Gunny bag seal: Rs 100/-
- (ix) For Loss of any other material: 2-times of the cost of material.
- (x) For Damage of any other material: 2-times of the cost of material.

Note: Any loss/theft of meter/seal/material should be supported by the comment of Engineer In-charge and next higher authority. Also Hard copy of FIR shall be submitted against any theft & loss of meter/seal/material etc.

FIR shall be Lodged under Section 154 Cr.P.C.(IPC Section-379) in case of Meter, Seal, Stationary & Material Theft. as mentioned Section;

In case Loss / misplacement of Meter, Seal, Stationary & Material, FIR shall be lodged under Section 155 Cr.P.C / registered police complaint online

In case lost meter is found installed elsewhere, Contractor shall be responsible for raising further complaint within 10 days, in respective police station under Section 154 . In case contractor fails to do so, it will be treated as a case of Misconduct & relevant penalty will be imposed.

Though COMPANY shall be arranging for storage cum erection policy, in the event of any loss or damage to the goods, the contractor shall act immediately as though it has directly taken the insurance cover and accordingly, shall (i) immediately intimate such loss or damage to concern authorities and BRPL and (ii) shall immediately proceed for the documentation work i.e. lodging FIR, other required documentation to put forth the claim to insurance company.

#### 13.6 Penalty for Violations of Safety Norms:

(i) Non compliance of safety practices while performing jobs at site or any other activity required to perform jobs under this contract: Rs: 2000/- Per Occurrence.

(ii) Non compliance of safety practices resulting in injury to any person / animal / property: penalty of 2.5% of bill amount.

(iii) Inadequate / improper tools, tackles & safety gears like Safety Belt, Gloves, Shoes, Helmet with Visor etc.: Rs.2000/- per occurrence.

#### 13.7 Penalty for Violations of Quality Norms:

Following Penalties shall be levied for violation of quality norms as identified during joint inspection of QC Team along with contractor supervisor for execution of jobs under this contract:

(i) New Meter installed at inaccessible location or inside consumer premises, which may lead to theft of energy: Rs. 5000/-

(ii) Meter installed at inaccessible location in meter replacement /existing cases which may lead to theft of energy: Rs. 2000/-

(iii) Meter installed at overheight or locked consumer panels etc. : Rs. 1000/-

(iv) Improper Sealing Of Meter Terminal / Meter Box / Meter Busbar: Rs. 1000/-

(v) Improper Gland fixing, Flower making or yellow cable insertion in gland or DB etc. at Meter side: Rs. 1000/-

(vi) Improper / Loose cable connection at meter terminals and Pole-End: Rs.2000/- for Single Phase & 5000 for Three Phase

(vii) Improper Earthing connection at Meter-end and pole-end: Rs 500/-

(viii) Improper cable dressing / Saddling (at every 1.5 m)/ Thimbling (with crimping tool): Rs. 500/-

(ix) Sagging of service cable or no-installation of cable fixture at both end: Rs. 500/-

(x) Any wrong installation / connections leading to Meter getting burnt / faulty: Rs.2000 per case for 1Ph Meter & Rs. 5000 for 3 Ph meter

(xi) If CA.No., Activity type, and Date of activity not written on the Meter box after Installation / Replacement of meter:Rs.50/- per Meter.

(xii) Wrong installation of meter leading to Meter not getting downloaded: Rs. 1000 per case

(xiii) Meter Installed on Copper Cable without approval: Rs. 500

(xiv) Meter Installed without Box or Meter Box not locked properly: Rs. 1000

(xv) DB not locked by Shearing Nut after completion of work at DB: Rs. 500

(xvi) Bus Bar not found Sealed after completion of work at Bus Bar: Rs. 2000

(xvii) Use of Piercing connector when space available in DB: Rs. 1000

**Note:**

1. Penalties shall be levied separately against all deficiencies observed against the same case subjected to maximum of Rs. 2500/- per case for single phase meters and Rs 5000/- for three phase meters. Penalty amount levied in above cases shall be doubled if contractor fails to rectify deficiencies raised in QC inspection within 7 days. ATR is required with photographs after rectification.

2. All Quality penalties will be considered in Scorecard.

Maximum penalty of Quality in Vendor Bill shall be limited to 5% of the value of the bill amount.

**13.8 Penalty related to MCR, Lab Notice and Mobile application:**

(i) Delay in submission of MCR by more than one day of execution date: Rs.25/- per day per case.

(ii) MCR / Meter Live App data submitted with Wrong Meter & Gunny Bag Seal No., Meter Number (Old/New)/Wrong CA Number / Wrong Meter Reading: Rs.2000 per MCR.

(iii) MCR submitted with incomplete or wrong information (other than Meter no. & CA no.) or cutting and over-writing: Rs.1000 per MCR.

(iv) If MCR generated through online app is unclear / not readable: Rs. 50 per case.

(v) Lab Notice submitted with wrong meter Number / Gunny bag Number or Gunny Bag Seal no. or without consumer's signature: Rs 1000 per case.

(vi) MCR submitted without signature of consumer and contractor's employee and stamp: Rs 500 per case.

- (vii) Wrong information updated through mobile based application from site: Rs 1000/- per case.
- (viii) If Lab testing notice found missing in Gunny Bag: Rs.2000 per case
- (ix) If Order is cancelled in SAP before cancellation in Meter Live app: Rs. 1000
- (x) Cases in Mobile application shall be punched on execution site location only, if cases are found punched at Vendor Store location / any common location: Rs. 200 per case
- (xi) Meter(s) replaced without permission or Out of List: Rs. 2000
- (xii) If Login ID of 1 person is shared / used by another person for punching/submission of Cases: Rs. 200 per case
- (xiii) Penalty for non submission of video & photograph in cases where consumer refuse to sign Lab test notice or sealing of Old Meter Gunny Bag:1,000/- per case

Maximum penalty related to MCR, Lab Notice and Mobile application in Vendor Bill shall be limited to 5% of the value of the bill amount.

**Note:** If Vendor informs about any wrong entry or information like Meter No., Seal No. or Cable deviation in Mobile application or MCR, within 1 days of activity, such cases will not be considered for penalty, necessary proof like photographs are must for non consideration of penalty.

#### 13.9 Other Penalties:

- i. Employee without uniform / proper dress: Rs.500 per occurrence.
- ii. If it is observed that meter gets burnt / faulty within 1 year of installation due to improper installation of meter: Rs. 2000 for each single phase meter and Rs. 5000 for each three phase meter.
- iii. Non submission of desired number of photographs (including ELCB photographs etc.) required for an activity performed at site as per work contract: Rs. **25/-** per photograph with maximum of Rs. 100 per case./ connection. Photographs of Min. 10% of monthly cases will be checked & penalty will be imposed on prorated basis on all the cases. Unclear photographs or photographs not taken as per defined SOP will be treated as Photograph not provided and will be counted for penalty.
- iv. Late submission of old removed meters to BSES store after three working days from the date of SAP punching or timelines decided by Engineer In-charge: 100/- per day per case.
- v. During inspection of site, if Cable length deviation found more than  $\pm 5\%$  between actual cable length installed at site and mentioned in MCR/data then penalty shall be imposed as 2-times of the Cable cost. If deviation is more than 10%, it will also be counted as Quality deficiency & will be included in scorecard.
- vi. Improper storage of material at contractor's store and Improper handling of material during transport: 2500/- per occurrence.
- vii. Retention to be made in bill for New Meters, Meter Seals & Gunny Bag Seals which are pending for reconciliation on contractor's part even after 1 months of issuance month: Rs 10,000/- per Meter and Rs 5,00/- per Seal.
- viii. Retention to be made in bill for OLD Meters which are pending for reconciliation on contractor's part: Rs 10000/- per Meter.
- ix. Any complaint of "money demanded" as reported by Consumer during Consumer Feedback Survey or any other way, Contractor should immediately take action against concerned staff & detailed investigation report should be submitted to centre office and suitable action shall be taken to ensure that such type of action is not repeated in future. If



Contractor fails to stop such incidences, penalty shall be imposed under malpractice clauses or as decided by the engineer incharge.

- x. OK Meter replacement by Contractor: Recovery of Meter Cost
- xi. If manpower submitted by Contractor in monthly bills does not match with the manpower details submitted by contractor to HR dept.: Penalty of Rs. 5000/- for each instance.
- xii. Any other deviation from Contract, SOPs, Regulatory procedures & required information not submitted by vendor on time (like manpower details, meter/material details/ scrap details/ photographs etc.): To be decided by Engineer incharge with maximum capping of Rs. 5000.

13.10 Performance based additional Incentive / Deduction based on contractor's score card.

13.10.1 Performance of the contractor shall be measured on a scale of 100 based on performance parameters and evolution criteria defined in Score Card given in **Annexure-1**. For initial one month, performance shall be measured with no deductions/incentive. Actual implementations of score card shall be done after one month. Performance parameters and evaluation criteria defined in Score Card shall be amended with prior information to contractor with approval of Engineer In-charge during the contract.

13.10.2 Bell Curve shall be followed while releasing final scorecard wherein only top 3 Contractors will get incentive & penalty will be imposed on bottom 3 Contractors. Other Penalties as per work order shall also be applicable.

13.10.3 Additional amount of Incentive / Deduction (as specified below) shall be applicable on Contractor monthly bills:

- 10% of Monthly Bill amount as an Additional Incentive: If contractor's score is more than or equal to 95.
- 5% of Monthly Bill amount as an Additional Incentive: If contractor's score is more than or equal to 90 and less than 95.
- No additional Incentive / Deduction is applicable If contractor's score is more than or equal to 80 and less than 90.
- 5% of Monthly Bill amount as an Additional Deduction from monthly bill amount: If contractor's score is more than or equal to 75 and less than 80.
- 10% of Monthly Bill amount as an Additional Deduction from monthly bill amount: If contractor's score is less than 75.

13.10.4 In case of equal marks obtained by more than one contractor in score card, i.e., same ranking in scorecard, incentive / penalty shall be decided based on the following criteria sequence wise:

1. Marks obtained in "Quality Meter Installation"
2. Marks obtained in "Total DERC activities"
3. Marks obtained in "Resolution of RCM cases"

13.10.5 If any vendor falls in bottom 3 continuously for 3 months and also scores below average of 70 marks in these 3 months, his contract will be terminated after serving 1 month notice and one of the Top performing vendor will be awarded the contract in that division.

13.10.6 After completion of 1 year of contract, performance of the vendors will be reviewed based on average monthly scorecard and contract of bottom 3 vendors will be terminated. Contract in such divisions will be awarded to Top performing vendors.

13.10.7 If any incidence of Malpractice is reported during Feedback survey, contractor score will be downgraded to one level down in customer feedback category.

#### **14.0 LIQUIDATED DAMAGES:**

The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Contractor of the terms of this Contract. The Company shall be entitled to set off the entire amounts due from the Contractor against the Rates payable by Company to the Contractor.

#### **15.0 HUMAN RESOURCE ISSUES:**

1. The Vendor would execute these works through their own resources.
2. The Vendor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Vendor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
3. ID CARD: No contractor will issue any ID cards to their staff on their own .All ID Cards for the workforce will be issued by BRPL Security ID Card Cell only. Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to BRPL Security ID Card Cell. Penalty will be imposed on the vendor in case of violation of the above rule.Contractors shall submit the detail list of the employees that they are going to be hire to BRPL Security before start of the contract.  
The detailed penalty clause related to employee's ID card shall be as under:

3.1 *It is agreed by the vendor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the vendor shall be bound to intimate BRPL the*

details of manpower deputed by vendor for the performance of task under this agreement in an agreed format, the draft of the same is attached to this agreement and marked as SCHEDULE-1.

3.2 It is agreed by the vendor that in case of change of manpower deputed by the vendor under this instant agreement, the vendor shall promptly but not later than twenty four (24) hours of such change intimate BRPL in writing about the said change and submit the revised details in the format as specified in SCHEDULE-1.

3.3 It is further agreed by the vendor that it shall promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BRPL Security, to all the personnel deputed by the vendor. The ID Cards shall also bear the name of the employer/ vendor, the contact details of the personnel and the employer and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.

3.4 That in addition to the events of default as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the vendor shall ensure not to commit the same:

3.4.1 # of staff found working without valid ID Cards (ID Cards issued by BRPL Security) / Not carrying ID cards to the workplace

3.4.2 # of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for

3.4.3 # of staff found carrying vendor issued ID Cards, instead of through BRPL Security – Vendors cannot issues ID cards for the manpower deployed on BRPL work.

That the failure by the vendor in compliance of the terms stated in section 1.4 above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the vendor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000 per person per day and the same shall be deducted from the monthly bill of the vendor without any advance intimation to vendor by BSES.

Certification of penalty (defaults and sum penalized) shall be through BRPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to vendor/ agency.

3.5 That in addition to the penalty as specified above, in case of the occurrence of any blacklisted manpower during enrolment (proposed by vendor, identified by BRPL Security or through system-based verification) or found working on the field shall incur a penalty of 1% or Rs Fifty Thousand (50000), whichever is lower, from the monthly bill of the vendor.

3.5.1 Even for 1 blacklisted staff identified

3.5.2 Security shall share list of blacklisted staff with BRPL Vigilance, C&M and VSC departments.

3.5.3 VSC shall share the list with respective vendors.

3.5.4 New vendors shall not be penalized for enrolment of blacklisted staff through BRPL Security. However, subsequent enrolment proposal will come under penalty.

3.6 It is further agreed that in case of repeated default as specified above, beyond 6 months, the same, without prejudice to other penalties/ remedies that can be resorted under the terms of this agreement, shall attract the encashment of the 50% of the BG amount of the vendor by BRPL as additional penalty. It is agreed by the vendor that the encashment of 50% of the sum is recorded as pre-agreed liquidated damages and the vendor, shall not be having any right to dispute/ deny the same.

3.7 It is further agreed by the vendor that the imposition of penalty and the quantum thereto shall be the sole jurisdiction of BRPL and no claim/ dispute by Vendor, challenging the imposition of penalty and/ or the quantum thereto shall be maintainable.

BRPL may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

4. The Vendor to deploy their manpower immediately for carrying out the work as specified above.
5. The Vendor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Vendor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
6. The Vendor shall not deploy the manpower below the age of 18 years or above the age of 58.
7. The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.
8. The Vendor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Vendor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
9. All safety wears required for the Vendor's manpower during the execution of work must be provided by the Vendor at his own cost and he shall ensure that his employees regularly use such safety gears.
10. The Vendor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Vendor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Vendor shall remove such a person objected to and provide a competent replacement immediately. The Vendor will ensure that none of the associate is engaged in any unlawful activities or any other activity subversive of the Client's interest failing which suitable action may be taken against the Vendor as per the terms & conditions of the Agreement. The Vendor will ensure that none of the manpower engaged by them will demonstrate before the offices of the Client with respect to their grievances. In case any of the manpower engaged by Vendor is found indulging in such activities, the Vendor will take suitable action against such of their employees.
11. The Vendor shall ensure compliance with minimum wage requirements of the correct category and ensure the following
  - a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi. Compliance with all other relevant PF, ESI and Insurance laws as applicable per statute. Challans / Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including their own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc. VENDOR will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment before the same is released by the Client.

- b) Vendor shall comply with provisions of the Payment of Wages Act. 1936, Minimum wages Act-1948, Employees Provident Fund & Miscellaneous Provision Act. 1952, ESI Act 1948, Employer's Liability Act 1936,, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof or any other Act relating to rules made hereunder from time to time. For the said purpose the vendor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Client the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the assignment.
- c) Contractor shall disburse the salary of his staff through ECS only on or before 7<sup>th</sup> of every month

12. The Company reserves the right to demand the Vendor's services on holidays as well as beyond the normal working hours.

13.The Vendor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Vendor as per the terms and condition of this order.

14.The Vendor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

15. The Vendor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Vendor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Vendor or from any of the invoices payable to him or failing which it shall be recovered as per law.

16. The Vendor shall confirm in writing that he will follow and comply all the statutory acts applicable including but not limited to the following acts where special attention of the CONTRACTOR is required to be drawn towards the compliance of provision (along with the latest amendments/additions).

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Contract Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.

- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Employer's Liability Act, 1938.

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

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

18.Vendor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

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

#### **16.0 INSPECTION & QUALITY CONTROL:**

16.1 Inspection shall be performed by an inspector / consultant authorized by BRPL Engineer appointed by the company.

16.2 The contractor at his sole expenses shall correct defective work.

16.3 Such certification needs to be done / completed immediately after completion of work and sent to respective office / zones / Division within 5 working days.

#### **17.0 TIME ESSENCE OF CONTRACT:**

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule and shall communicate such actions in writing to employer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the time-lines/ Schedules specified or as may be instructed by the Company from time to time.

#### **18.0 STATUTORY PERMISSION/ APPROVALS:**

The CONTRACTOR shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval

required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary. Broadly, the compliance shall be as detailed in ANNEXURE-B enclosed.

#### **17.0 REPRESENTATION, WARRANTIES AND GUARANTEES:**

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Contract;
- (iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) It shall procure vehicles and manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
- vi) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company;
- vii) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract;

#### **18.0 TECHNICAL INFORMATION/DATA:**

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the COMPANY

with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

#### **19.0 CONFIDENTIAL INFORMATION**

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others.

The VENDER shall, at all times use their best endeavour to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which:

was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ;

is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;

is received by either the COMPANY or the VENDER from a third party without restriction is independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.

#### **20.0 ASSIGNMENT:**

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

#### **21.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:**

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the

CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The



CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

## **22..0 FORCE MAJEURE:**

### **1 General:**

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. 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.

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

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

### **2. Specific Events of Force Majeure:**

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and Explosions or fires Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character; Declaration of the Site as war zone. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

### **3. Notice of Events of Force Majeure:**

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

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

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

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

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

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

#### **4. Mitigation of events of force majeure:**

The Contractor shall:

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

#### **5. Burden of proof:**

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

#### **6. Terminations for certain events of force majeure:**

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

#### **23.0 RISK & COST :**

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

got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

#### **24.0 Environmental, Health & Safety Plan:**

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

Contractors must comply with these requirements:

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

All contractor's staff are accountable for the following:

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

#### **25. SAFETY CODE:**

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

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

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

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

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

#### **26.0 WORKMEN COMPENSATION:**

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

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

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

#### **27.0 THIRD PARTY INSURANCE:**

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

rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

#### **28.0 ACCIDENTAL INSURANCE POLICY:**

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

#### **29.0 COVID Guidelines:**

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

#### **30.0 Covid Insurance policy**

Before commencing the execution of the work the CONTRACTOR shall take insurance policy for covering death against Covid 19 for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The contractor has to take "No fault liability policy" which shall have coverage of Rs. 10 Lacs per employee. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on BRPL. The premium amount for such life cover policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BRPL.

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

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

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

1. No construction material/ debris shall be stored on metalled road.

2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
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.
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.
5. Over loading of vehicles shall be strictly prohibited
6. The construction material at site shall be stored under wet and covered condition.
7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
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.
10. Wet jet in grinding and stone cutting is being permitted at site.
11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

The Execution vendors 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 action by the authorities, The Agency shall indemnify BRPL from all liabilities on this account.

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

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BRPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.

- e) If they are required to be covered, it shall be ensured that the covers are in place.

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

**33.0 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be New Delhi only.

**34.0 INDEMNIFICATION:**

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

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

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

**35.0 GOVERNING LAWS AND JURISDICTION:**

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

**36.0 NOTICE:**

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against

acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Rajdhani Power Ltd.

BSES Bhawan, Nehru Place,

New Delhi-110 019

**37.0 PERFORMANCE:**

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

**38.0 ENTIRE AGREEMENT:**

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

**39.0 AMENDMENT:**

Any modification, amendment or other change to this Agreement shall be affected only by a written instrument signed by the authorized representatives of both the COMPANY and the CONTRACTOR.

**40.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall become effective for all purposes from the releasing the LOI / contract and shall remain valid for Two year. The contract performance shall be reviewed after 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.

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

**41.0 TERMINATION:**

The Agreement can be terminated by the Company before the expiry of its term under the following conditions:

41.1 The Contractor fails to install the meters as per requirement of the Company.

41.2 The Contractor fails to install the meters as per procedure mentioned here with;



41.3 It is found by the Company that the Contractor has intentionally manipulated the meter installation or corrupted the data, or disclosed any of the contents of the details to any third party.

41.4 The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;

41.5 The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or innovates any of its obligations in contravention to the provisions of this order.

41.6 The Contractor breaches the Secrecy Clause.

41.7 If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any consumer or to give bribe official/staff or misuse or abuse any matter of the Company.

41.8 The Company shall be entitled to deduct from any money due or to become due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims there to and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provision of this clause.

41.9 BSES reserve the right to blacklist you for a period of 2 years in case of unsatisfactory work or non-compliance with any of the above stated terms and 3 years in case of serious complaints, during the period no review shall be entertained.

41.10 Amounts required to be adjusted / reimbursed pursuant to this clause shall be duly adjusted and/or reimbursed as the case may be at the BRPL option. For the sake of clarity, reference to terms shall include pricing and commercial terms.

41.11 Wherever mentioned, Relevant Clauses of Score Card & Malpractice are also applicable of Termination of Contract.

41.12 Contract may also be terminated if contractor is found guilty in 3 or more cases by Vigilance department.

#### **42.0 VENDOR CODE OF CONDUCT :**

Contractor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by contractor encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL ([www.bsesdelhi.com](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract.

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

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

#### **43.0 PRIORITY OF CONTRACT DOCUMENTS:**

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall thereupon issue to the Contractor, instructions thereon..In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (i) This Contract Agreement
- (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 favourable to the owner shall govern and the Owners decision shall be final and binding upon the parties.

#### **44.0 ACCEPTANCE:**

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

## **ANNEXURE B**

The Contractor should obtain and submit the following details before commencement of work.

- Certificate of registration under Contract labour (R & A) Act 1970.
- PF Code No. and all employees to have PF A/c No. under PF Act, 1952
- All employees to have a temporary or permanent ESI Card as per ESI Act.
- ESI Registration No.
- To follow Minimum Wages Act prevailing in the state.
- Salary/ Wages to be distributed not later than 7th of each month in presence of
- Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill.
- To maintain Wage cum Attendance Register.
- To maintain First Aid Box at Site.
- GST registration number.
- Electrical License.
- Workmen compensaion policy.
- Third party Insurance Policy.
- Accidental Insurance Policy
- Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services ) Act 1996.
- The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
- The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:

> Has paid minimum wages to his manpower.

> Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

## Annexure – 1: Contractor's Performance Score Card: Parameters and Evaluation criterion

S. No.	Parameters	Evaluation Criteria	Information source	Score Weightage	SCORE ASSIGNMENT					Remarks
A		Operational Performance		87	10	7.5	5	2.5	0	
1	New Connection & Reconnection Cases (ZDIN-T01 & T02)	Execution of New Connection & Reconnection (ZDIN-T01 & T02) cases within DERC time lines	SAP-ISU	6	100 % cases within DERC time line	-	-	-	Any case beyond DERC time line	Meter installed on basic finish date will not be considered
2	Faulty Meter Replacement Cases (ZDRP-E01, E03, E05, E10, E12 & E14)	Execution of Faulty Meter Replacement (ZDRP-E01, E03, E05, E10, E12 & E14) cases within DERC time line	SAP-ISU	5	100 % cases within DERC time line	-	-	-	Any case beyond DERC time line	Meter replaced on basic finish date will not be considered
3	Burnt Meter Replacement Cases (ZDRP-E02)	Execution of Burnt Meter Replacement (ZDRP-E02) cases within DERC time line	SAP-ISU	5	100 % cases within DERC time line	-	-	-	Any case beyond DERC time line	Meter replaced on basic finish date will not be considered
4	Meter Resealing & Shifting Cases (ZDIV-I08 & ZMSO-J01)	Execution of Meter Resealing & Shifting (ZDIV-I08 & ZMSO-J01) cases within DERC time line	SAP-ISU	2	100 % cases within DERC time line	-	-	-	Any case beyond DERC time line	Meter Shifted & Resealed on basic finish date will not be considered
5	Meter Removal Cases (ZDRM-R01)	Execution of Meter Removal (ZDRM-R01) cases within MMG time line & DERC time line	SAP-ISU	2	100 % cases within DERC time line	-	-	-	Any case beyond DERC time line	Meter removed on basic finish date will not be considered

8	Resolution of RCM Projects (Genus Zero ID, NDL, Clip Broken, Meter Mismatch, MR Note Exceptions, Counter Reset and data received from RCM)	Replacement of RCM Project within given time line	SAP-ISU	10	≥80% of Target completion	≥70% of Target completion	≥60% of Target completion	≥50% of Target completion	<50% of Target completion	Based on Monthly Target of RCM & MLCC Projects
9	Quality of Meter installation	Quality of meters installed at site	Sample Quality Inspection Reports form Quality Dept. & MMG Coordinators	15	≤2.5 % Deficiency found at site	2.5-4% Deficiency found at site	4.1-5% Deficiency found at site	5.1-6% Deficiency found at site	>6% Deficiency found at site	
10	Customer Feedback	Rating of consumers during telephonic survey conducted by BRPL Consumer Helpdesk	BRPL Consumer Survey Report	5	≥ 95% (Excellent +VG+Good) rating	90-94% (Excellent +VG+Good) rating	85-89% (Excellent +VG+Good) rating	80-84% (Excellent +VG+Good) rating	<80 (Excellent +VG+Good) rating	If any incident of Malpractice is reported during Feedback survey, contractor score will be downgraded to one level down in customer feedback category.
11	Execution through TAB	(i) Execution through TAB (Order Based)	Web Portal	5	≥90% Cases attended through TAB	86-90% Cases attended through TAB	81-85% Cases attended through TAB	76-80% Cases attended through TAB	<75% Cases attended through TAB	DERC Activities ZDIN, ZDRP, ZDRM, ZMSO, ZDIV (Order based)
		(ii) Execution through TAB (Without Order )	Web Portal	3	>75% Cases attended through TAB	66-75% of Target completion	59-65% of Target completion	51-58% of Target completion	<50% of Target completion	Loose ZDIN, ZDRP, ZDRM, ZMSO, ZDIV (Non

									n		Order based)
12	Happiness Code (Cases executed through TAB)	(i) New Connection Activities	Oracle	3	Happiness Code received in 99% & above Cases	Happiness Code received in 97-98% Cases	Happiness Code received in 95-96% Cases	Happiness Code received in 90-95% Cases	Happiness Code received in <90% Cases	DERC Activities T01	
		(ii) Meter Replacement s (ZDRP-E01, E03, E03, E05, E10, E12 & E14) cases	Oracle	2	Happiness Code received in >70% Cases	Happiness Code received in 61-70% Cases	Happiness Code received in 51-60% Cases	Happiness Code received in 41-50% Cases	Happiness Code received in <50% Cases	DERC Activities (ZDRP-E01, E03, E03, E05, E10, E12 & E14) cases	
13	Meter SAP Gap (ISU+Loose Meter Reconciliation)	Discrepancies in Meter reconciliation	SAP-ISU+Loose	5	100% reconciliation by 15th of next month	-	100% reconciliation by 20th of next month	-	Any case beyond 20th of next month	Cumulative Data From July'20 Onwards	
14	Seal SAP Gap (Seal Reconciliation)	Discrepancies in Seal reconciliation	SAP-ISU	5	100% reconciliation by 15th of next month	-	100% reconciliation by 20th of next month	-	Any case beyond 20th of next month	Cumulative Data From July'20 Onwards	
15	Gunny Bag Seal SAP Gap (Gunny bag seal reconciliation)	Discrepancies in Seal reconciliation	SAP-ISU	3	100% reconciliation by 15th of next month		100% reconciliation by 20th of next month		Any case beyond 20th of next month	Cumulative Data From July'20 Onwards	
16	MCR reconciliation	Discrepancies in MCR reconciliation	SAP-ISU	3	100% reconciliation by 15th of next month		100% reconciliation by 20th of next month		Any case beyond 20th of next month	Cumulative Data From July'20 Onwards	
17	Lab testing notice reconciliation	Discrepancies in Lab testing notice reconciliation	SAP-ISU	3	100% reconciliation by 15th of next month		100% reconciliation by 20th of next month		Any case beyond 20th of next month	Cumulative Data From July'20 Onwards	

18	Return of Gunny Bags (Site removed meters)	Timeline for return of Gunny bags	MMG Division Coordinator	5	100 % returns within 3 days of punching of replacement/ removal	-	100 % returns within 5 days of punching of replacement/ removal	-	Any case beyond 5 days of punching of replacement/ removal	
B	Enablers for Contract performance			13	10	5	0			
1	Dress Code compliance	Dress code compliance by all Vendor Staff to be checked	Inspection Reports by Central Teams & MMG- Coordinator	3	100%	-	80%	-	<80%	
2	Display of I-cards by vendor workforce	Possession of verified I-cards by all Vendor Staff to be checked	Inspection Reports by Central Teams & MMG Coordinator	2	100%	-	80%	-	<80%	
3	Use of safety gears (gloves, helmets and safety belts) & Provision of tools and tackles with zero Safety accident	Safety gears & weighted average of proper tools found with meter installation team to be checked	Inspection Reports by Central Teams & MMG Coordinator	3	100% with zero Safety accident	-	≥90% with zero Safety accident	-	<90% or any of critical tool is missing & Safety Accident	Marks will be zero if any Safety accident reported
4	Safety Talk with zero Safety accident	Safety talk to be held twice a Month	Inspection Reports by Central Teams & MMG Coordinator	3	100% Held per month with zero Safety accident	-	50% Held per month with zero Safety accident	-	<50% Held per month with zero Safety accident	Marks will be zero if any Safety accident reported
5	Availability of Terminal Cover and Brass Screw	Availability of Terminal Cover and Brass Screw in Gunny Bag	Inspection Reports by Central Teams & MMG Coordinator	2	>95% Return	-	>90% Return	-	<90% Return	

## **ANNEXURE – 2: STANDARD INSTALLATION PRACTICE WITH QUALITY, PPE & TOOLS**

Following Standard Personal Protective Equipments (PPE's) shall be provided by the contractor & shall be available with working manpower at any point of time.

**1. SAFETY HELMET WITH VISOR (IS :2925-1984 , EN : 166 CE MARKED)**

**2. SAFETY SHOES (IS:15298)**

Composite Toe work ISI marked Boots ( Static Proof )

Brands:

- Bata industrial endure low cut safety shoes.
- Kavacha Pure Leather steel toe safety shoes.
- Allen cooper 1008 Hi-Ankle safety Shoes.
- Hill son Be Ston safety Shoes.
- Timber land
- Safari pro

**3. INSULATED GLOVES (EN:60903 CE MARKED)**

Cut proof gloves (insulated)-comfort grip.

Brands:

- 3m CGL-GU comfort grip Gloves.
  - Gorilla grip Slip resistant work Gloves.
  - Maxiflex 34-874 ultimate nitrile grip work Gloves.
  - Xshield 17 PVG Safety work Gloves.
  - Magid safety M01139 Safety Gloves.
  - National Safety Apparel insulating Gloves.

**4. DOUBLE SAFETY ROPE WITH LATCH SYSTEM AND THIGH PROTECTION (EN 361:2002/ EN 358 : 2000/IS : 3521:1991/2002)**

**5. LADDER (FOLDABLE TYPE 2/3/4 LAYER)**

Foldable Ladders, 8m in height, which could be easily transported on work location in Van / Bike.

**6. RUBBER MAT (FOR SHOCK RESISTANT UPTO 11KV)**

**7. SAFETY FIELD BARRIERS WITH CONES**

**8. REFLECTIVE SAFETY JACKET**



9. FIRST AID BOX

10. TOOLS WITH PROPER INSULATION (ISI marked)

11. FIRE EXTINGUISHER

12. EARTHING CHAINS & SHORTING LEADS

Contractors shall ensure that only BRPL approved brands for PPE & Tools shall be procured & any deviation from these brands may attract penalty. Bases on site feedback, some brands may be included or excluded during the contract.

### **Photographs of some PPE:**



DOUBLE SAFTEY ROPE WITH LATCH SYSTEM  
AND THIGH PROTECTION



LADDER (FOLDABLE TYPE 2/3 LAYER)



RUBBER MAT (FOR SHOCK  
RESISTANT UPTO 11KV)



SAFETY SHOES



SAFETY HELMET WITH VISOR



SAFETY FIELD  
BARRIERS  
WITH CONES



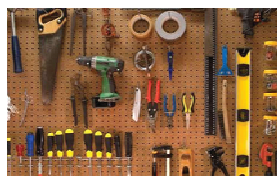
Reflective safety jacket



INSULATED GLOVES



FIRE EXTINGUISHER



TOOLS WITH PROPER INSULATION



FIRST AID BOX

**Following Standard Tools & Tackles shall be provided by the contractor & shall be available with working manpower at any point of time:**

1. INSULATED PLIER
2. WIRE STRIPPING PLIER
3. SCREW DRIVER
4. INSULATED SPANNER SET
5. SEAL PUNCHING PLIER
6. CRIMPING TOOL
7. CUTTER
8. DRILL MACHINE
9. CABLE BENDING TOOL
10. HAMMER
11. ISI MARKED INSULATION TAPE
12. BATTERY OPERATED DRILL
13. PRE DEFINE TORQUE SCREW DRIVER
14. PHASE TESTER
15. TOOL BOX/ BAG
16. DOUBLE TEST LAMP
17. MEASURING TAPE
18. TORCH/ EMERGENCY LIGHT



### **STANDARD METER INSTALLATION PRACTICE:**

#### **INSTALLATION AT PREMISES ---OUT SIDE**

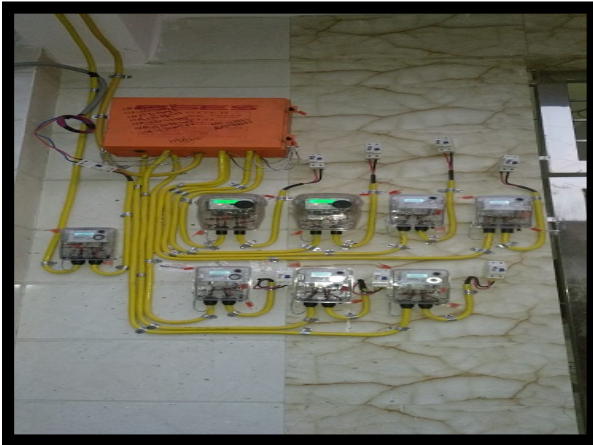
1. METER SHOULD BE INSTALLED WITHIN PERMISSIBLE HEIGHT (5 FT TO 6 FT).
2. EARTHING IS MANDATORY ON BOTH END (I.E. METER END AND POLE END), AT LEAST MINIMUM 5 STRANDS OF ARMOUR USED TO MAKE EARTHING.

3. FLOWER IS MANDATORY AT INPUT / OUTPUT GLAND
4. FLOWER NOT REQUIRED IN TWO HOLE GLAND
5. CABLE HEIGHT SHOULD BE 5.6 MTR ALONG WITH THE ROAD AND IF CABLE CROSSING THE ROAD THE HEIGHT SHOULD BE 5.8MTR.
6. METER CANNOT BE INSTALLED WITHOUT ELCB/MCB
7. CABLE BENDING FOLLOWED AS PER 12D FORMULA USED(Cable bending on 12D method)
8. CABLE ANCHOR USED ON BOTH ENDS.
9. PROPER SADDLING OF CABLE AT 1.5MTR GAP.
10. ALL METERS SHOULD BE INSTALLED IN THE BOX.
11. TWO SEAL ARE BEING USED TO SEAL THE METER BOX AND ONE SEAL TO SEAL THE TERMINAL.
12. CABLE IS PROPERLY BENDED THROUGH CABLE BENDING TOOL.
13. EARTHING MUST BE CHECKED THROUGH TEST LAMP AT BOTH ENDS

**INSTALLATION OF METER AT PARKING AREA:-**

1. ALL METER SHOULD BE INSTALLED AT OUTSIDE THE PREMISES.
2. IF THERE IS NO SPACE OUTSIDE THE PREMISES, CONSUMER MUST PROVIDE SEPARATE METER ROOM FOR INSTALLING THE METER INSIDE THE PARKING AREA.
3. METER MUST NOT BE INSTALLED AT THE FIRE ESCAPE AREA
4. METER MUST NOT BE INSTALLED IN STAIR CASE/ COMMON ENTRANCE / CORRIDORS.

**SOME PHOTOGRAPHS OF QUALITY INSTALLATIONS:**



## **INSTRUCTION FOR OVERHEAD CABLE LAYING:**

### **LAYING OF 2\*10/2\*25 SQUARE METER CABLE ---**

1. CABLE HEIGHT SHOULD BE 5.6 MTR ALONG WITH THE ROAD AND IF CABLE CROSSING THE ROAD THE HEIGHT SHOULD BE 5.8 MTR.
2. THE INSTALLATION OF ANCHOR AT POLE END IS UPTO 5.8 MTR TO MAINTAIN THE HIEGHT OF THE CABLE.
3. SAME ANGLE INSTALLED AT THE CONSUMER END UPTO 5.8 METER TO MAINTAIN THE CABLE HEIGHT FROM GROUND.
4. ENSURE MINIMUM SAGGING OF THE CABLE.
5. PROPERLY TIGHTEN THE CABLE AT ANCHOR.

### **LAYING OF 4\*25/4\*50 CABLE SQUARE METER CABLE ---**

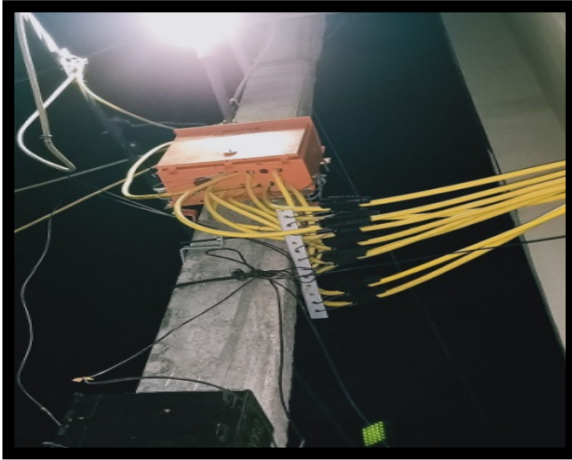
1. CABLE HEIGHT MUST BE 5.6 MTR ALONG WITH THE ROAD AND IF CABLE CROSSING THE ROAD THE HEIGHT SHOULD BE 5.8 MTR.
2. ENSURE MINIMUM SAGGING OF THE CABLE.
3. PROPERLY TIGHTEN THE CABLE AT POLE AND CONSUMER END BY INSTALLTING ANGLE AND TIE THE CABLE THROUGH CABLE TIE/ ARMOUD OF THE CABLE.

### **LAYING OF 2\*10, 2\*25, 4\*25, 4\*50 CABLE SQUARE METER CABLE AT HVDS POLE:-**

1. CABLE HEIGHT SHOULD BE 5.6 MTR ALONG WITH THE ROAD AND IF CABLE CROSSING THE ROAD THE HEIGHT SHOULD BE 5.8 MTR.
2. WHILE WORKING ON HVDS, SHUT DOWN MUST BE TAKEN FROM COMPETENT AUTHORITY FROM THE NEAREST GANG OPERATED SWTICH (GO SWITCH)
3. ENSURE THAT LT SIDE OF THE HVDS TRANSFORMER MUST BE CUT OFF FROM POWER.
4. ALL CABLE MUST BE ANCHORED BELOW THE DISTRIBUTION TRANSFORMER (D.T.)
5. DO NOT USE PIERCING CONNECTOR AT HVDS POLE.
6. EARTHING OF CABLE MUST BE MAINTAINED AT DISTRIBUTION BOX (DB).

## **INSTRUCTION FOR OVERHEAD CABLE LAYING IN NAROW STREET:-**

1. CABLE MUST BE LAID WITH PROPER SUPPORT, FULL SADDLING, USING CABLE TIE AS WELL. NO CABLE HANGING AT WOODEN POLE OR TREES OR BALCONY STRUCTURE OF BUILDING.
2. CABLE LENGTH MUST BE MAINTAIN AS PER BSES NORMES THAT IS<= 30 MTR.
3. UNWANTED SAGGING, BUNDLING SHALL BE AVOIDED
4. PROPER HEIGHT MUST BE MAINTAINED AS PER BSES NORMES.
5. IN CASE OF LONG SERVICE LINE CASES MUST BE INFORMED TO O&M DEPARTMENT FOR INSTALLATION OF POLE & ELCRITIFICATION.



**INSTRUCTION FOR BUS BAR INSTTALTION:-**

1. BUS BAR SHOULD BE INSTALLED NOT BELOW THE HEIGHT OF 6FT.
2. IN CASE OF CONSUMER PANEL THE BUSBAR SHOULD BE ISOLATED AND SEALED AS PER BSES NORMS
3. GAP MUST BE MAINTAINED BETWEEN BUS BAR AND METERS.
4. EARTHING OF INDIVIDUAL CABLE MUST BE PROVIDING AT BUS BAR EARTHING POINT.
5. BUS BAR SEALS MUST BE CONNECTED FIRMLY AT GIVEN SEAL TERMINALS.





#### **INSTRUCTION FOR CABLE LAYING IN JJ CLUSTER:-**

1. CABLE HEIGHT MUST BE 5.6 MTR ALONG WITH THE ROAD AND IF CABLE CROSSING THE ROAD THE HEIGHT SHOULD BE 5.8 MTR.
2. THE INSTALLATION OF ANCHOR AT POLE END IS UPTO 5.8 MTR TO MAINTAIN THE HIEGHT OF THE CABLE.
3. SAME ANGLE INSTALLAED AT THE CONSUMER END UPTO 5.8 METER TO MAINTAIN THE CABLE HIEGHT FROM GROUND.
4. ENSURE MINIMUM SAGGING OF THE CABLE.
5. PROPERLY TIGHTEN THE CABLE AT ANCHOR.

#### **INSTRUCTION FOR UNDERGROUND CABLE LAYING:**

##### **LAYING & DIGGING OF U/G 4\*150, 4\*50, 4\*25, 2\*25, and 2\*10:**

EXCAVATION OF CABLE TRENCH UPTO 975MM DEPTH & 450MM WIDTH IN ORDINARY SOIL/BRICK WORK/FOOT- PATH TILE AS PER BSES SPECIFICATION AND DRAWING FOR LAYING 1.1 KV ONE CABLE UNDERGROUND.INCLUDES INSTALLATION OF HDPE/GI PIPE.

LAYING OF 1.1 KV ARMOR XLPE CABLE OF SIZE 4C\*150, 4C\*50, 4C\*25, 2C\*25, and 2C\*10 IN EXISTING TRENCH WITH SUPPLY & LAYING OF 09 BRICKS HORIZONTALLY WITH SAND & BACK FILLING, RAMMING AND LEVELING OF EARTH AS PER BSES NORMS. SCOPE ALSO INCLUDES



REMOVAL AND DISPOSAL OF LOOSE MALBA ABOVE ROAD/ GROUND LEVEL AS PER INSTRUCTION OF EIC

IN CASE OF UNDERGROUND SERVICE CABLE, CABLE SHOULD BE SUPPORTED WITH THE HELP OF G.I. PIPE SO THAT MECHANICAL PROTECTION IS AVAILABLE FOR SERVICE CABLE. IT IS TO BE NOTED THAT THE HDPE/G.I. PIPE MUST BE PROVIDED IN CASE OF CROSSING THE ROAD.

## **ANNEXURE – 3: CONTRACTOR STORE MANAGEMENT**

1. BSES issues material to Contractor & which is utilized for executing various orders, the orders includes the consumer applications and BSES initiated.
2. The Contractor store is therefore key place for material up keeping and its reconciliation.
3. The mismanagement of the material often converted into loss of material & penalty.
4. It is also advised to maintain first in first out policy for the material issued.
5. Non moving items also need to be utilized in other projects/return to store.
6. Proper sorting of material, tools and PPE also ascertains on time execution of orders.
7. It also ensures Environmental & Health concerns of the team working there.
8. Displaying the available stock on board also initiated the requirement on time.
9. Labeling the material on stack/rack ensures easy availability.
10. Separate stacking for scrap ensures proper counting of the material.
11. Vehicle management and parking is needed to be ensured at store.
12. Electricity connection (Meter) & water must be maintained in proper way at store.
13. For security of material at stores, Vendor shall install CCTV in their stores with backup storage data of 1 month.

**Based on the above Purpose & Scope the following work instructions are issued along with the work order to the Contractor for strict adherence and compliance:**

- Contractor shall inform the details of store address with electricity meter number within 07 days from date of issue of work Order.
- The contractor shall provide adequate security at store and will be responsible for material issued to him.

- Contractor shall depute one store keeper for inventory management.
- Employee data base hierarchy chart should be displayed at the main entrance. Employee name and designation should be mention below employee photograph.
- Material index should be pasted in the front wall of the main store entrance.
- Material display board should be installed in the main hall of store room. Daily updating require on the display board
- Proper shorting of material should be done for example (new, reusable, scrap). Place for each and every material should be fixed and proper racks should be managed with material name plate and availability.
- Material and tools board should be managed for newly appointed employee.
- Contractor Store keeper must maintain one inward & out ward register for each item (Cable, Meter, Bus bar, Seal, Gunny bag, Bag Seal, Meter box etc..) clearly mentioning the name of the issued person.
- Contractor must maintain the vehicle log book with monthly entry of PUC & other requirement as per MV act of India & also maintain proper parking place for the vehicle.
- Store must be equipped with proper ventilation & water outlet system.
- Contractor must ensure that no other activity except BSES MMG execution work is carried out at the premises/store.
- Contractor must ensure proper disposal of garbage and maintain cleanliness at store.
- Contractor must ensure the utilization of all items including non moving items on FIFO basis

#### **Annexure – 4: CHECK LIST FOR MMG CONTRACTOR BILL:**

<b>Sl. No.</b>	<b>Documents</b>	<b>Page No. (As per Index)</b>	<b>Remarks By MMG</b>
1	Invoice Movement Sheet (VSC/MMG Manger)	1	
2	Work Measurement Sheet	6A	
3	Annexure-1 (MMG Work Summary)	8	
4	<b>Meter not return to Store Details</b>	8A	
5	Annexure-2 (Material Reconciliation Statement)	9	
6	Material Issued from Store Details	9A	
7	<b>Previous Month Annexure-2 (Material Balance) Copy</b>	9B	

8	<b>Material Received/Transfer (If any, then copy Required)</b>	9C	
9	Annexure-3 (Complaints Sheet)	10	
10	Annexure-4 (Deductions/Retention Sheet)	11	
10	<b>Annexure-5 Scrap Declaration with SAP Docket</b>	12	
11	<b>Annexure-6 (MCR Book &amp; Lab Testing Notice Reconciliation Sheet)</b>	13	
12	<b>Bill Soft Data Received on mail</b>		
13	<b>Photographs CD with CA No. wise Renaming</b>		

## **Annexure – 5: Existing Time Line for execution of MMG Activities:**

Timelines are subjected to change. There shall be no price implication on change in timelines

<b>Consumer request Categories</b>				
1	Replacement of stop meter	E01	5 Days	ZDRP
2	Replacement of burnt meter	E02	3 Days	ZDRP
3	Replacement of faulty meter	E03	5 Days	ZDRP
4	Replacement of display faulty meter	E05	5 Days	ZDRP
5	Meter replacement against stolen request	E10	3 Days	ZDRP
6	Meter replacement against load change request	E12	7 Days	ZDRP
7	Meter replacement due to dormant re-connection	E14	7 Days	ZDRP
8	Installation of new meter	T01	1 Day	ZDIN
9	Installation of new meter in reconnection	T02	1 Day	ZDIN
10	Resealing of meter	I08	5 Days	ZDIV
11	Shifting of meter	J01	5 Days	ZMSO
12	Shifting of Mt Board	J02	7 Days	ZMSO
13	Removal of meter	R01	1 Day	ZDRM

# SECTION-IV: PRICE FORMAT

S.No	Long Text Service Description	Unit	Quantity			Rate in Rs. ( I/ C of all taxes & duties Except GST)	Amount
			FY 20-21	FY21-22	Total		
1	<p>New Installation/Replacement/Reconnection (with meter installation) for any type of Single Phase Meter, Group Meter (including display unit), Smart Meter etc. (imcluding loop &amp; output connection of cable length up to 5 meters) on base plate/Meter Box/Prefitted in Box/Panel/Pole (including Group meter Box)/any other way including all the activities related to installation like</p> <p>Ø Transportation of meter/material/manpower from BSES Store to vendor store and vendor store to site &amp; vice-versa</p> <p>Ø Installation /Replacement of meter outside consumer premises</p> <p>Ø Sealing of meter/box/busbar</p> <p>Ø Earthing at both ends of supply</p> <p>Ø Saddling of input &amp; output cables</p> <p>Ø Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation</p> <p>Ø Return of scrap, material &amp; old meter with/without gunny bags to assigned BSES stores</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 1 Photograph of Meter before Meter replacement clearly showing Old Meter No., Old Meter reading, Seal &amp; Incoming / Outgoing Cables upto 100mm length.</p> <p>Ø Taking two Photographs of Meter after meter installation/replacement, 1st Photograph should clearly depict meter no., meter reading &amp; Seal with Seal no., 2nd Photograph should clearly show Meter with its incoming and outgoing cables (display unit with incoming &amp; outgoing cables, in case of Group meters), ELCB Installed, Saddling of cable etc.</p> <p>Ø Taking 1 photograph of Bus Bar &amp; Bus Bar Seal with Seal No., if Meter is installed/replaced through Bus Bar</p> <p>Ø Any other work required to complete the job</p>	EA	1,90,658	2,41,000	4,31,658		

2	<p>Installation/Replacement(including Load change)/Reconnection (with meter installation) for any type of Three Phase Meter, Smart Meter etc. (including loop &amp; output connection of cable length up to 5 meters) on base plate/Meter Box/Prefitted in Box/Panel/ Pole (including Group meter Box)/any other way including all the activities related to installation like</p> <p>Ø Transportation of meter/material/manpower from BSES Store to vendor store and vendor store to site &amp; vice-versa</p> <p>Ø Installation /Replacement of meter outside consumer premises</p> <p>Ø Sealing of meter/box/bus bar</p> <p>Ø Earthing at both ends of supply</p> <p>Ø Saddling of input &amp; output cables</p> <p>Ø Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation</p> <p>Ø Return of scrap, material &amp; old meter with/without gunny bags to assigned BSES stores</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 1 Photograph of Meter before Meter replacement clearly showing Old Meter No., Old Meter reading, Seal &amp; Incoming / Outgoing Cables upto 100mm length.</p> <p>Ø Taking two Photographs of Meter after meter installation/replacement, 1st Photograph should clearly depict meter no., meter reading &amp; Seal with Seal no., 2nd Photograph should clearly show Meter with its incoming and outgoing cables (display unit with incoming &amp; outgoing cables, in case of Group meters), ELCB Installed, Saddling of cable etc.</p> <p>Ø Taking 1 photograph of Bus Bar &amp; Bus Bar Seal with Seal No., if Meter is installed/replaced through Bus Bar</p> <p>Ø Any other work required to complete the job</p>	EA	15,849	20,000	35,849		
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3	<p>Ø Stringing / Replacement &amp; fixing of O/H XLPE service line cable size 2x10 &amp; 2x25 sq. mm (excluding loop &amp; output connection cable length upto 5 meters) at consumer premises as per defined SOP</p> <p>Ø Fixing of saddles, fasteners for support, Cable ties, piercing conductors at both meter end &amp; pole end</p> <p>Ø Proper sagging of cable within specified limits</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole end with earthing &amp; fixtures at Pole end and 2nd Photograph showing Cable movement &amp; fixtures at Consumer end</p> <p>Ø Transportation of cable/material/manpower from BSES store to vendor store and vendor store to site &amp; vice-versa,</p> <p>Ø Return of scrap to assigned BSES stores</p> <p>Ø Any other work required to complete the job</p>	M	14,33,346	23,06,608	37,39,954		
4	<p>Stringing / Replacement &amp; fixing of O/H XLPE service line cable size 4x25 &amp; 4x50 sq. mm (excluding loop &amp; output connection cable length upto 5 meters) at consumer premises as per defined SOP</p> <p>Ø Fixing of saddles, fasteners for support, Cable ties, piercing conductors at both meter end &amp; pole end</p> <p>Ø Proper sagging of cable within specified limits</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole end with earthing &amp; fixtures at Pole end and 2nd Photograph showing Cable movement &amp; fixtures at Consumer end</p> <p>Ø Transportation of cable/material/manpower from BSES store to vendor store and vendor store to site &amp; vice-versa,</p> <p>Ø Return of scrap to assigned BSES stores</p> <p>Ø Any other work required to complete the job</p>	M	1,11,317	1,34,569	2,45,886		

5	Stringing / Replacement & fixing of O/H XLPE service line cable size 4x95 - 4x300 sq. mm (excluding loop & output connection cable length upto 5 meters) at consumer premises as per defined SOP Ø Fixing of saddles, fasteners for support, Cable ties, piercing conductors at both meter & pole end Ø Proper sagging of cable within specified limits Ø Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways Ø Timely submission of MCRs at MMG circle office Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole end with earthing & fixtures at Pole end and 2nd Photograph showing Cable movement & fixtures at Consumer end Ø Transportation of cable/material/manpower from BSES store to vendor store and vendor store to site & vice-versa, Ø Return of scrap to assigned BSES stores Ø Any other work required to complete the job	M	200	298	498		
6	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 2x10 & 2x25 sq. mm (excluding loop & output connection cable length upto 5 meters) at consumer premises as per defined SOP Ø Proper fixing of Cable at Pole / feeder pillar using Pipe, Cable ties & piercing conductors etc. Ø Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways Ø Timely submission of MCRs at MMG circle office Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole / Feeder Pillar end with earthing & fixtures and 2nd Photograph showing Cable movement at underground location Ø Transportation of cable/material/manpower from BSES store to vendor store and vendor store to site & vice-versa, Ø Return of scrap to assigned BSES stores Ø Any other work required to complete the job	M	1,000	3,582	4,582		

7	<p>Ø Laying (Installation /Replacement) &amp; fixing of U/G XLPE service line cable size 4x25 &amp; 4x50 sq. mm (excluding loop &amp; output connection cable length upto 5 meters) at consumer premises as per defined SOP</p> <p>Ø Proper fixing of Cable at Pole / feeder pillar using Pipe, Cable ties &amp; piercing conductors etc.</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole / Feeder Pillar end with earthing &amp; fixtures and 2nd Photograph showing Cable movement at underground location</p> <p>Ø Transportation of cable/material/ manpower from BSES store to vendor store and vendor store to site &amp; vice-versa,</p> <p>Ø Return of scrap to assigned BSES stores</p> <p>Ø Any other work required to complete the job</p>	M	6,567	16,238	22,805		
8	<p>Ø Laying (Installation /Replacement) &amp; fixing of U/G XLPE service line cable size 4x95 - 4x300 sq. mm (excluding loop &amp; output connection cable length upto 5 meters) at consumer premises as per defined SOP</p> <p>Ø Proper fixing of Cable at Pole / feeder pillar using Pipe, Cable ties &amp; piercing conductors etc.</p> <p>Ø Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways</p> <p>Ø Timely submission of MCRs at MMG circle office</p> <p>Ø Taking 2 photographs, 1st photograph showing Cable termination at Pole / Feeder Pillar end with earthing &amp; fixtures and 2nd Photograph showing Cable movement at underground location</p> <p>Ø Transportation of cable/material/ manpower from BSES store to vendor store and vendor store to site &amp; vice-versa,</p> <p>Ø Return of scrap to assigned BSES stores</p> <p>Ø Any other work required to complete the job</p>	M	11,540	19,344	30,884		
9	<p>Ø Digging of Pakka Road / Excavation of trench / Pipe Laying &amp; Backfilling by hand or Tractor Moling</p> <p>Ø Laying of underground Pipe of Suitable size / docketing with bricks &amp; sand</p> <p>Ø Backfilling</p> <p>Ø Transportation of cable/material/ manpower from BSES store to vendor store and vendor store to site &amp; vice-versa</p> <p>Ø Return of scrap to assigned BSES store and any other work required to complete the job.</p> <p>Ø Any other work required to complete the job</p>	M	6,000	1,000	7,000		



10	<p>Digging of Kaccha Road / Excavation of trench</p> <p>Ø Laying of underground Pipe of Suitable size / docketing with bricks &amp; sand</p> <p>Ø Backfilling</p> <p>Ø Transportation of cable/material/manpower from BSES store to vendor store and vendor store to site &amp; vice-versa</p> <p>Ø Return of scrap to assigned BSES store and any other work required to complete the job.</p> <p>Ø Any other work required to complete the job</p>	M	4,317	400	4,717		
11	<p>Installation/Replacement of Single Phase Bus Bar Chamber up to 4 connections including</p> <p>repair/ retrofitting of Bus Bar (if required), Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of cable/material/manpower from BSES Store to vendor store and vendor store to site &amp; vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.</p>	EA	16,444	21,900	38,344		
12	<p>Installation/Replacement of Three Phase Bus Bar Chamber up to 4 connections including</p> <p>repair/ retrofitting of Bus Bar (if required), Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of cable/material/manpower from BSES Store to vendor store and vendor store to site &amp; vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.</p>	EA	2,435	5,500	7,935		
13	<p>Installation/Replacement of Single or Three Phase Bus Bar Chamber up to 8 connections including repair/retrofitting of Bus Bar (if required), Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of cable/material/manpower from BSES Store to vendor store and vendor store to site &amp; vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.</p>	EA	1,239	1,680	2,919		
14	<p>Removal of Single Phase meter with box from the consumer site with service line including return of removed old meter with/without gunny bag, material &amp; scrap to assigned BSES stores, taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal &amp; Incoming / Outgoing Cables upto 100mm length, Filling up of MCRs, Lab Formats &amp; Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of material/manpower from BSES to vendor store and vendor store to site &amp; vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job.</p>	EA	7,259	8,916	16,175		

15	Removal of Single Phase meter with box from the consumer site without service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES stores, taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length, Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of material/manpower from BSES to vendor store and vendor store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job .	EA	18,067	23,308	41,375		
16	Removal of Three Phase meter with box from the consumer site with service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES stores, taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length, Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of material/manpower from BSES to vendor store and vendor store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job.	EA	1,010	1,580	2,590		
17	Removal of Three Phase meter with box from the consumer site without service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES stores, taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length, Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, transportation of material/manpower from BSES to vendor store and vendor store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job.	EA	1,160	1,652	2,812		
18	Shifting/Reinstallation of any type of Single Phase meter with/without box including sealing of Meters / Meter Box / Bus Bar, Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation, Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, taking before & after Photographs of meter - before shifting photograph should clearly show Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length, after photograph should clearly show reinstallation of work with meter no., & Seal with Seal no., incoming and outgoing cables, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, and any other work required to complete the job.	EA	17,730	15,893	33,623		

19	Shifting/Reinstallation of any type of Three Phase meter with/without box including sealing of Meters / Meter Box / Bus Bar, Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation Filling up of MCRs, Lab Formats & Quality Reports through online or offline or both ways, Timely submission of MCRs at MMG circle office, taking before & after Photographs of meter - before shifting photograph should clearly show Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables upto 100mm length, after photograph should clearly show reinstallation of work with meter no., & Seal with Seal no., incoming and outgoing cables, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, and any other work required to complete the job.	EA	1,151	1,096	2,247		
20	Installation/Replacement of Single Phase Distribution Box on pole with cable fixtures like slotted angle frame, service cable anchors etc. as required inclusive of Disconnection & Connection of service line, dismantling & lowering of old DB, transportation of DB/cable/material/manpower from BSES Store to vendor store and vendor store to site & vice-versa. Return of scrap to assigned BSES store and any other work required to complete the job.	EA	50	0	50		
21	Installation/Replacement of Three Phase Distribution Box on pole with cable fixtures like slotted angle frame, service cable anchors etc. as required inclusive of Disconnection & Connection of service line, dismantling & lowering of old DB, transportation of DB/cable/material/manpower from BSES Store to vendor store and vendor store to site & vice-versa. Return of scrap to assigned BSES store and any other work required to complete the job.	EA	25	0	25		
22	Resealing of any type of Single Phase or Three Phase Meter (including smart meter)/ Meter Box/ Bus bar, including Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation, taking 1 Photograph after resealing which should clearly depict Meter no., Seal No. & reading getting downloaded through PDS, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, filling up of MCRs, timely submission of MCRs at MMG circle office and any other work required to complete the job .	EA	16,730	20,102	36,832		
23	Fixing of cord in meter box including sealing of meters / meter Box, Ensuring Meter getting downloaded through PDS from outside of Meter Box after installation, taking 1 Photograph after activity which should clearly depict Meter no., Seal No. & reading getting downloaded through PDS, filling up of MCRs, timely submission of MCRs at MMG circle office, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, and any other work required to complete the job .	EA	25,987	19,497	45,484		

24	Installation/ Replacement / Reinstallation of Modem or any type of SIM card / communication card at pole end in Group Meter Modem, Reseal of Meter/ Meter Box and Ensuring Communication of Modem/Meter with HES, including filling up & submission of MCRs (Online/Off-line or both), transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa and any other work required to complete the job.	EA	500	100	600		
25	Replacement / Reinstallation of any type of SIM card / communication card in Smart Meter/Module and Ensuring Communication of Meter with HES, including filling up & submission of MCRs (Online/Offline or both), transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa and any other work required to complete the job.	EA	1,000	1,000	2,000		
26	Installation of 4 in 1 Satellite Connector	EA	10	10	20		
27	Restoration or Bypassing any type of Smart Meter including Resealing of Meter, taking 1 Photograph after resealing which should clearly depict Meter no., Seal No. & reading getting downloaded through PDS, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, filling up of MCRs, timely submission of MCRs at MMG circle office and any other work required to complete the job	EA	2,000	1,000	3,000		
30	Replacement of Meter in Enforcement for any type of Single Phase / Three Phase Meter, Group Meter, Smart Meter etc. (including connection of cables) on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like Ø Providing team for replacement of Single Phase/Three Phase meter In Enforcement Ø Replacement of Single Phase/Three Phase meter Ø Sealing of meter/box/bus bar Ø Earthing at both ends of supply Ø Taking 1 photograph after installation clearly showing Meter No. Ø Handing over of Old removed Meter to Enforcement teams in Gunny Bags Ø Filling up of MCRs & Quality Reports, online or offline or both ways Ø Timely submission of MCRs at MMG circle office Ø Transportation of meter/material/manpower from BSES Store to vendor store and vendor store to site & vice-versa Ø Any other work required to complete the job	EA	187	151	338		

31	Visit to consumer premise for the meter replacement where existing meter is found OK at site and no replacement is required – including taking 1 photograph for evidence like OK meter photograph, filling up of Performa – online or offline or both, information to concerned departments, transportation of material / manpower from BSES store to vendor store and vendor store to site & vice-versa, & any other work required to complete the job.	EA	3,000	917	3,917		
32	Installation of Pole Angle at Pole End	EA	7,383	8,860	16,243		
33	Installation of Service Cable Anchor at Pole/Consumer End	EA	99,160	1,18,992	2,18,152		
34	Installation of MS Bracket (L-Type) for anchoring Service Cable of Size 4x25/50/95/150 mm2 at Consumer End	EA	1,000	1,200	2,200		
35	Installation of MS Bracket (I- Type) or Hook Anchor Bolts for anchoring Service Line Cable at Consumer End	EA	92,000	1,10,400	2,02,400		
36	Total						
37	GST @ 18%						
38	Grand Total						

**BID FORM**

To

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

1 We understand that BRPL is desirous of carrying out ..... in it's licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications of the contract

3 If our Bid is accepted, we under take to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.

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

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

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

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

Dated this..... day of..... 2020

Signature..... In the capacity of .....

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

(IN BLOCK CAPITALS) .....

## **APPENDIX-I**

### PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES Rajdhani Power Limited

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

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

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

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

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

Now it is agreed as follows:

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

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

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

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

conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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

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

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

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

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

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



Dated this Witness

day of 2020 at

1. For Bank

2. Signature Name Power

of Attorney No:

Banker's Seal

### **FORMAT FOR EMD BANK GUARANTEE**

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

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

**Signature of the witness**

## **TERMS & CONDITIONS FOR REVERSE AUCTION**

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

Reverse auction shall be governed by following terms and conditions:

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

### Communication Details

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

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

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

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