



## **Tender Notification for**

# **RATE CONTRACT FOR SUPPLY OF CONDUCTOR REQUIRED FOR INHOUSE REPAIRING OF DISTRIBUTION TRANSFORMERS IN BRPL (FOR TWO YEARS)**

**NIT NO.: CMC/BR/21-22/RB/MKD/957  
DTD. 24.09.2021**

**Due Date for Submission: 15.10.2021 15:30 Hrs**

BSES RAJDHANI POWER LIMITED,  
BSES Bhawan, Nehru Place, New Delhi-110019 Corporate  
Identification Number: U74899DL2001PLC111527  
Telephone Number: +91 11 3009 9999  
Fax Number: +91 11 2641 9833 Website:  
[www.bsedelhi.com](http://www.bsedelhi.com)



## SECTION - I: REQUEST FOR QUOTATION

### 1.00 Event Information

BRPL invites sealed tenders in 2 envelopes Supply of conductor required for in-house repairing of distribution transformer from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly super scribed as – **“RATE CONTRACT FOR SUPPLY OF CONDUCTOR REQUIRED FOR INHOUSE REPAIRING OF DISTRIBUTION TRANSFORMERS IN BRPL (FOR TWO YEARS) NIT NO. CMC/BR/21-22/RB/MKD/957 dt 24.09.2021 DUE ON 15.10.2021. 15:30 Hrs”**

Sl. No.	Item Description	Technical Specification	Estimated Cost	Qty	Delivery at
1	Supply of conductor required for in-house repairing of distribution transformer	As attached in NIT	Rs 7.0 Crores	As per requirement	New Delhi Stores

The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/- (Including GST)**

Beneficiary Name : BSES Rajdhani Power Limited  
Bank Name : Bank of Baroda  
A/c No. : 10590200001560  
IFSC Code : BARBONEHRUP

The tender documents & detail terms and conditions can also be downloaded from the website **“www.bsedelhi.com --> Tenders --> BSES Rajdhani Power Ltd --> Open Tenders”**.

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

The bids shall be addressed to :

Head of Department  
Contracts & Materials Deptt. BSES Rajdhani Power  
Ltd. C&M Deptt.  
1<sup>st</sup> Floor, C Block  
BSES Bhawan, Nehru Place  
New Delhi 110019

BRPL 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 by ( $\pm$ ) 30% at the time of placing purchase orders.

Tender will be summarily rejected if:

- Earnest Money Deposit (EMD)** of value **INR 7,00,000/-** is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque /BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.  
Beneficiary Name : BSES Rajdhani Power Limited  
Beneficiary Bank : State Bank of India, IFB, 1, Tolstoy Marg, Jawahar Vyapar Bhawan, New Delhi 110001  
Beneficiary A/c No. : 40214820999  
Beneficiary Bank IFSC : SBIN0009601
- The offer does not contain “FOR NEW DELHI” price indicating break-up towards all taxes, duties & freight.
- Complete Technical details are not enclosed.
- Tender is received after due date and time.



### Qualification Criteria:-

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

- The Bidders must have an experience in Manufacturing of copper / Aluminum conductor of various sizes. The bidder shall submit relevant orders/ past supply details in support of their experience
- The Bidder must have annual average turnover of Rs. 3 Crore or more for the last three financial years.
- The bidder should have qualified technical & qualified QA personnel at various stages of manufacture & testing.
- The bidder must possess valid ISO 9001:2015 certification.
- The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

### 3.0 Bidding and Award Process.

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

#### **BID SUBMISSION**

The bidders are required to submit the bids in 2 (two) parts and submitted in 1 original + 1 duplicate to the following address

**Head of Department**  
Contracts & Material Deptt.  
BSES Rajdhani Power Ltd 1<sup>st</sup> Floor,  
C Block, BSES Bhawan, Nehru Place New Delhi  
110019

#### **PART A: TECHNICAL BID** comprising of following (in duplicate)

- ✓ EMD
- ✓ Non-refundable demand draft for Rs 1180 /- in case the forms are downloaded from website
- ✓ Documentary evidence in support of qualifying criteria
- ✓ Technical Literature/ GTP/Type test report etc
- ✓ Qualified Manpower available
- ✓ Testing Facilities
- ✓ Original Tender documents duly stamped & signed on each page as token of acceptance
- ✓ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- ✓ Power of Attorney for signing the bid



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

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

**TIME SCHEDULE**

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

Sl.No.	Steps	Date
1	Date of sale of bid documents	01.10.2021, 15:30 Hrs
2	Last date of Queries, if any	10.10.2021, 15:30 Hrs
3	Last date of receipt of bid documents	15.10.2021, 15:30 Hrs
4	Date & time of opening of tender – Part A	15.10.2021, 15:45 Hrs
5	Date & Time of opening of Part B of qualified bidders	Successful bidders will be intimated through website

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BRPL office, the last date of submission will be following working day at the same time.

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

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

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

**PART B:** This envelope will be opened after techno-commercial evaluation and only of the qualified bidders. The date & time of same shall be intimated in due course to the qualified bidders notwithstanding anything stated above; the Purchaser reserves the right to assess bidder’s capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

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

**4.0 Award Decision**

The purchaser 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.

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

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

**QTY VARIATION:** The purchaser reserves the rights to vary the quantity by **(±) 30%** of the tender quantity. Variation between PO Qty vs Supplied Qty: (+)/(-) 5% variance should be allowed in terms of each size & not for the whole PO Qty.

**Repeat Order:** BRPL reserves the right to place repeat order at the same rates & terms and



conditions as per this tender against additional requirement subject to mutual agreement between BRPL & supplier

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

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

### 6.0 Supplier Confidentiality

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

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

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

### 7.0 Contact Information

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Mr. Mukesh Kumar Sharma	Mr. Pankaj Goel
<b>Address</b>	BSES RAJDHANI Power Ltd , Head Transformer Workshop, Dwarka, Sector – 11, New Delhi	C&M Deptt. 1st Floor , D-Block, BSES RAJDHANI Power Ltd BSES Bhawan, Nehru Place, New Delhi 110019
<b>Email</b>	Mukeshkumar.Sharma@relianceada.com	Pankaj.Goyal@relianceada.com

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

### **A. Special Conditions**

BSES Rajdhani Power Limited (BRPL), Delhi is jointly owned by Reliance Infrastructure & Govt of NCT Delhi. BRPL is distributing about 10000 MU of electricity to almost 1.7 Million Consumers in 4 Circles (South – I, South – II, West – I & West II) covering 19 divisions.

BRPL has developed its own workshop for carrying out in-house repairing of Distribution Transformers of various ratings. At present the workshop is running in full swing where complete repairing of DTs including LV/ HV Leg coil fabrication is being carried out. While repairing, new coils are fabricated using copper/



aluminum conductor with proper insulation and the existing coils are scrapped.

BRPL is now desirous of selecting vendors who can supply the copper/ aluminum conductor required for coil fabrication of these Distribution Transformers. The requirement shall be for various sizes of copper/ aluminum conductor (wire/ rod/ strip with proper insulation) and on Monthly basis.

The Detailed requirement, technical specifications & other terms & conditions are enumerated in the subsequent section

## Evaluation Criteria:-

- BRPL will assess the capabilities/Installed capacity and evaluation of the bids shall be carried out based on the documents submitted in support of the Qualification Criteria and the company profile.
- Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory inspection or by any other means and company's decision shall be final in this regard
- BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof.
- BRPL will give the Preference to the Bidders whose works are located in and around Delhi.
- Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- Bids received from Joint Ventures/ Consortium shall not be considered
  
- The commercial tender shall cover 2 parts as under:
  - a) Finalization of rate for new conductor: Based on the requirement, the tender shall be floated for required sizes and quantity of copper/ aluminum conductor
  - b) Finalization of credit rate of Scrap Coil: BSES desirous to sell the scrapped conductor through this tender. Bidders may quote prices exclusively for supply of conductor or for both supply of conductor and purchase of scrapped conductor in the price formats mentioned in NIT.
  - c) If Bidders quoted for the Scrap Coil then bidder shall be required to lift this Scrap Coil from the workshop at their own cost. Bidder shall raise credit note for this scrap and BRPL in turn shall issue sale invoice for it
  
  - d) CREDITS:** The Scrap material shall be retained by the bidder and the credit towards the same shall be given to BRPL. **(If Bidders quoted for the Scrap Conductor)**
  - e) Please note that lifting of scrap conductor will be allowed after delivery of total qty. of new conductor of a lot.

## Requirement:

The workshop takes the work of repairing of distribution transformers in lots at regular intervals throughout the year. All the transformers in a particular lot are opened in presence of an internal joint committee of BRPL and after opening the transformers all the details including the conductor size & scrap coil qty. are recorded by the committee members.

Requirement of conductor for a lot of transformers will be raised on Fortnight / monthly basis as per requirement and delivery to be provided in a set of HV and LV for a transformer within 15 days @ minimum 25 % every week.



The workshop team after working out design calculations raises requirement of size & qty. of copper/ aluminum conductor required for coil fabrication. Based on last year consumption, the estimated yearly requirement shall be approx. 78 ton (75.35 ton of copper conductor & 2.5 tonnes of Aluminum conductor):

**Annexure-A**

<b>Conductor Details</b>	<b>Min Size (MM)</b>	<b>Max Size (MM)</b>	<b>Min TPC Covering Thickness (MM)</b>	<b>Max TPC Covering Thickness (MM)</b>	<b>Min enamel coating Thickness (MM)</b>	<b>Max enamel coating Thickness (MM)</b>
TPC thermally upgraded paper covering Round HV Copper Conductor	0.75	3.9	0.3	0.40	N.A	N.A
TPC thermally upgraded paper covering Strip HV Copper Conductor	5.40*2.25	6.50*1.90	0.3	0.40	N.A	N.A
TPC thermally upgraded paper covering Strip LV Copper Conductor	5.20*2.45	12.65*3.60	0.35	0.45	N.A	N.A
Class H enamel coated Round HV Copper Conductor	0.75	2.05	N.A	N.A	0.05	0.07
Class H enamel coated LV strip Copper Conductor	6.30*2.80	7.45*3.45	N.A	N.A	0.05	0.08
TPC thermally upgraded paper covering Round HV Aluminum Conductor	1.50	1.6	0.3	0.3	N.A	N.A
TPC thermally upgraded paper covering Strip LV Aluminum Conductor	5.05*2.60	11.45*4	0.35	0.35	N.A	N.A
Class H enamel coated Round Aluminium Conductor	0.65	0.75	N.A	N.A	0.07	0.07



It may please be noted that above mentioned are only tentative sizes. Actual sizes shall be ascertained only after opening the transformer.

SCOPE of SUPPLY: The scope shall include supply of copper/ aluminum conductor (with proper insulation) required for fabrication of coils of distribution transformers at our Workshop.

## **TESTING/ INSPECTION:**

Testing / inspection shall be carried out at various stages, detailed as under:

- a) At the time of delivery at workshop, size of bare conductor, size of covering, insulation condition will be checked. Conductor will be rejected if any of these is found not confirming to the specifications and supplier shall replace the conductor.
- b) At the time of coil winding if deviation is found in between, in size, hardness, edges in conductor, shape of conductor, insulation covering (TPC/Enamel) and insulation condition, conductor will be rejected. If any conductor is rejected, Supplier shall replace the conductor within 15 days of rejection & also submit the root cause analysis to buyer for the said deficiency / corrective action taken at their Works.
- c) Although supplier will submit test certificate but BRPL shall be sending sample from each lot for testing at NABL accredited lab. The cost of testing shall be borne initially by BRPL and in case the material is found not in order with the desired specification, the charges along with any other penalty which may be levied is to be borne by the supplier. To avoid any complaint the supplier is advised to send his representative to the store/site to see that the material sent for testing is being sealed in the presence of his representative. Lot will be rejected if any of the test result will found non confirmed

## **GUARANTEE:**

You shall guarantee that material used shall be suitable for the purpose for which the same is to be used. You shall guarantee that all the material shall be in strict compliance with the Technical Specifications and as per our technical specification and the requirements agreed upon. You shall guarantee for material for a period of 12 months from the date of supply of conductor. You shall rectify, repair or replace (at our options) free of charge any such defective material. The guarantee for the conductor material shall be for Conductor Size, Deformity in conductor, Insulation covering, Insulation condition - loose

### **1.00 GENERAL**

BSES Rajdhani Power Ltd hereinafter referred to as "The Purchaser "are desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement of material as notified earlier in this bid document.

### **2.00 SCOPE OF WORK**

The scope shall include Design, Manufacture, Testing at works conforming to the Technical Specifications / IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser's stores/site.

## **DISCLAIMER**

- 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.

- Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in



connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

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

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

#### **4.00 COST OF BIDDING**

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

#### **B. BIDDING DOCUMENTS**

**1.0** The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents are as follows:

Request for Quotation (RFQ):	Section - I
Instructions to Bidders (ITB):	Section - II
Terms & Conditions of Contract (T&C):	Section - III
Delivery schedule:	Section - IV
Price Format:	Section - V
EMD BG Format:	Section - VI
Bid Form:	Section - VII
Technical Specifications (TS) :	Section - VIII

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

#### **6.00 AMENDMENT OF BIDDING DOCUMENTS**

**6.01-** At any time prior to the deadline for submission of Bids, the Purchaser 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.

**6.02-** The Amendment shall be part of the Bidding Documents, pursuant to Clause 6.01, and it will be notified in web site [www.bsesdelhi.com](http://www.bsesdelhi.com) and the same will be binding on them.

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

- Purchaser shall reserve the rights to following

- extend due date of submission
- modify tender document in part/whole
- cancel the entire tender



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

## C. PREPARATION OF BIDS

### 7.0 LANGUAGE OF BID

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

### DOCUMENTS COMPRISING THE BID

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

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

### 9.0 BID FORM

The Bidder shall submit one"Original"and one"Copy"of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

### EMD

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

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

- ✓ Banker's Cheque/Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- ✓ Bank Guarantee valid for Ninety(90) days after due date of submission drawn in favour of BSES Rajdhani Power Ltd

The EMD may be forfeited in case of:

- the Bidder withdraws its bid during the period of specified bid validity
- or
- the case of a successful Bidder, if the Bidder does not
  - accept the Purchase Order, or
  - Furnish the required performance security BG.



## BID PRICES

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

- The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there. Prices quoted by the Bidder shall be "**VARIABLE**" and subject to price adjustment during the performance of the Contract as per following formula:

**Basic Rate of Copper Rod in Rs. Per Kg\* = [(LME CSP in US\$ + Applicable Premium) x Multiplying Factor x dollar (Exchange) rate + Handling Charges]/1000 (A)**

**Cost of Fabrication Charges (B)**  
(For Kraft Paper and Thermally upgraded paper separately)

**Total Cost: A+B**

(\* Please note that the quoted date (base date) shall be considered i.e. previous day of last date of bid submission)

<http://www.hindustancopper.com/Content/PDF/LME.pdf>

Variable price shall be applicable only for base rate of Copper / Aluminium Rod.

In case of non availability of copper from M/s Hindustan Copper then the variable factors shall be applicable as per M/s Vedanta / Birla Copper price circular.

## 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

## 12.0 PERIOD OF VALIDITY OF BIDS

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

12.02 -Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier

## 13.0 ALTERNATIVE BIDS

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

## 14.0 FORMAT AND SIGNING OF BID

The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.



The original and 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.

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

## **D. SUBMISSION OF BIDS**

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

Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —“**Technical & EMD**”. The price bid shall be inside another sealed envelope with superscribed as “Financial Bid”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be superscribed with —“Tender Notice No. & Due date of opening”.

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

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

The original Bid, together with the required copies, must be received by the Purchaser at the address specified no **later than the due date specified earlier**

The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

### **17.0 ONE BID PER BIDDER**

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

### **18.0 LATE BIDS**

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

### **19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Purchaser may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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.

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

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

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

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

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

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

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

- Delivery Schedule
- Conformance to Qualifying Criteria
- Deviations from Bidding Documents



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

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

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

## **F. AWARD OF CONTRACT**

### **24.0 CONTACTING THE PURCHASER**

If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

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

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

Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

### **AWARD OF CONTRACT**

The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order to other bidders in the tender, provided it is required for timely execution of project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.

#### **Splitting of tendered quantity among two or more bidders:**

BSES reserves the right to split the tender quantity among techno- commercially qualified bidders on account of delivery requirement in tender quantity under procurement.

### **27.0 THE PURCHASER 'S RIGHT TO VARY QUANTITIES**

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

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

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



## 29.0 PERFORMANCE BANK GAURANTEE

Within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee for an amount of **6 %** (Six percent) of the Contract Price. The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

## 30.0 CORRUPT OR FRADULENT PRACTICES

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

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

- "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.

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

(c) Will declare a firm ineligible, either indefinitely or for a stated period 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.

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

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

### 1.0 General Instructions

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

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

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.

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



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

## 2.0 Definition of Terms

"Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.

"Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.

"Supply" shall mean the Scope of Contract as described.

"Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.

"Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.

"Month" shall mean the calendar month and "Day" shall mean the calendar day.

"Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.

"Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.

"Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.

"Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".

"Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force Majeure.

"Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:

- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
- b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
- c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.



### **3.0 Contract Documents & Priority**

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

### **4.0 Scope of Supply -General**

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

Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

All relevant drawings, data and instruction manuals.

### **5.0 Quality Assurance and Inspection**

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

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

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

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

All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

### **6.0 Packing, Packing List & Marking**



**Packing:** Supplier shall pack or shall cause to be packed all Commodities in Wooden reels/Plastic reels/crates/boxes/drums/containers/cartons, necessary arrangement like wrapping the each layer of conductor by plastic sheets/cart board etc so that conductor will not damage and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.

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

## 7.0 Price basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each item. Prices for supply to BRPL site/ stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of Taxes/ GST, Freight, any other local charges shall be variable as per following formula:

Basic Rate of Copper Rod in Rs. Per Kg = [(LME CSP in US\$ + Applicable Premium) x Multiplying Factor x dollar(Exchange) rate + Handling Charges]/1000

<http://www.hindustancopper.com/Content/PDF/LME.pdf>

The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site. Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser.

## 8.0 Terms of payment and billing

For Supply of Equipments:

- 15% advance payment against advance bank guarantee of equivalent amount.
- Balance 85% against delivery within 15 days of receipt of material

Bidder to submit the following documents against dispatch of each consignment:

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

## 9.0 Price Validity

**9.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi as mentioned earlier, the prices shall remain valid and firm till contract completion.

## 10.0 Performance Guarantee

To be submitted within fifteen (15) days from the date of issuance of the Letter of Award /PO, supplier shall establish a performance bond in favor of BRPL in an amount not less than **Six** percent



(6%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period.

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

#### **11.0 Forfeiture**

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

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

#### **12.0 Release**

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

#### **13.0 Warranty/Defects Liability Period**

**13.01** The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

#### **14.0 Return, Replacement or Substitution.**

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

#### **15.0 Effective Date of Commencement of Contract:**

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

#### **16.0 Time – The Essence of Contract**

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



## 17.0 The Laws and Jurisdiction of Contract:

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

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

## 18.0 Events of Default

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

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

## Consequences of Default.

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

## 20.0 Penalty for Delay

The delivery period indicated above shall be firm. In case of a delay in delivery of the required lot, you shall be liable to pay us by way of liquidated Damages @ 1% of the repairing cost of the individual Transformer for each weeks delay or part thereof subject to a maximum of 10%.

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



## 21.0 Statutory variation in Taxes and Duties

The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

## 22.0 Force Majeure

### General

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

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

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

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

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

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



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

Mitigation of Events of Force Majeure Each Party shall:

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

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

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

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

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

Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

### **23.0 Transfer and Sub-Letting**

**23.01** The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

### **24.0 Recoveries**

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



## 25.0 Waiver

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

## 26.01 Indemnification

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

## SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

The Material shall be delivered within 10 days from the date of intimation /LOI by Purchaser. The material would be requiring on need basis and supplier needs to deliver within stipulated period (within 10 days from intimation) for maintenance of transformer.



**SECTION – V: PRICE FORMAT**

SN	MAT DESC (Conductor Details with Insulation)	SIZE	Yearly Qty. (Kg)	*EX-WORKS RATE/KG	FREIGHT	GST (%)	LANDED COST (Rs/KG.)	TOTAL LANDED COST (Rs.)
1	TPC Thermal Upgraded paper covering Round/strip HV Copper Conductor	AS PER ANN EX-A	35000					
2	TPC Thermal upgraded paper covering round/Strip LV Copper Conductor		26000					
3	Class H enamel coated Round HV Copper Conductor		9150					
4	Class H enamel coated LV strip Copper Conductor		5200					
5	TPC Thermal upgraded paper covering Round HV Aluminium Conductor		1500					
6	TPC Thermal upgraded paper covering Strip LV Aluminium Conductor		900					
7	WIRE,BDN,AL;ENAMEL COATED		100					
	<b>TOTAL QTY (KG)</b>		<b>77850</b>					

**Please note:**

Break up of quoted per KG rate is mandatorily required in terms of

1. Base date (Previous day of the last date of bid submission)
2. Formula applied
3. Cost of paper insulation/KG (in Rs.)- Fabrication Charges (Separately for both Kraft paper and Thermal upgraded paper)

Fabrication Charges	Rate (Rs./KG)
Kraft paper	
Thermal upgraded paper	

Variable price shall be applicable only for base rate of Cupper / Aluminium Rod.

**Price Format – B**

SCRAP	% value of new copper / Aluminium (Paper Covered Conductor )
% cost of new copper	
% cost of new Aluminium	



## SECTION VI

### BID FORM

To

Head of Department  
Contracts & Material  
Deptt. BSES Rajdhani  
Power Ltd 1<sup>st</sup> Floor, C  
Block  
BSES Bhawan, Nehru  
Place New Delhi  
110019

Sir,

1 We understand that BRPL is desirous of procuring of ..... in its licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications as may be determined in accordance with the terms and conditions of the contract.

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

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

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

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

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

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

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

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

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

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

(IN BLOCK CAPITALS).....



## ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed & stamped by the bidder along-  
with bid)

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

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

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



**SECTION VII**

FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this

\_\_\_\_\_ day of \_\_\_\_\_ 20

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the Contract Form ,if required; or
- (b) fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the

bank) Signature of the

witness(s)



COMMERCIAL TERMS AND CONDITIONS

S N	Item Description	AS PER BR SPL	BIDDER'S CONFIRMATION
1	Validity	<b>120 days</b> from the date of offer.	
2	Price basis	a) <b>Variable</b> , FOR Delhi store basis. Prices shall be inclusive of all taxes (GST), freight up to Delhi stores. b) Unloading at stores shall be in vendor's scope	
3	Payment terms	<ul style="list-style-type: none"><li>15% advance payment against advance bank guarantee of equivalent amount.</li><li>Balance 85% against delivery within 15 days of receipt of material</li></ul>	
4	Delivery schedule	As per SECTION – IV	
5	Defect Liability period	12 months after commissioning or 18 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	c) Liquidated Damages @ 1 % of the repairing cost of the individual Transformer for each weeks delay or part thereof subject to a maximum of 10%.	
7	Performance Bank Guarantee	<b>6%</b> of total PO value valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	

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

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO



**CHECK LIST**

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	BILL OF MATERIAL (UNPRICED) (IN DUPLICATE)	YES/NO
5	TECHNICAL BID(IN DUPLICATE)	YES/NO
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
7	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
8	EMD IN PRESCRIBED FORMAT	YES/NO
9	DEMAND DRAFT OF RS 1000/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO



## **TECHNICAL SPECIFICATIONS FOR CONDUCTOR**

### **(A) CONDUCTOR**

#### **Conductor Material:**

- a) Copper Conductor shall be electrolytic high conductivity annealed copper 99.9 % from Hindalco, Sterlite confirming to IS 191 & IS 6160
- b) Aluminum Conductor shall be electrolytic high conductivity annealed aluminum 99.8 % from Hindalco, Balco & Nalco confirming to IS 5484 & IS 6160

#### **Test required:**

- a) For Copper Conductor:

% CU	Se	Te	As	Sb	Fe	S	Pb	Ni	Bi	Ag	Sn
Min.	ppm										

- b) For Aluminium Conductor:

% Al	%Si	%Fe	%Mn	%Mg	%Cu	%Zn	%Cr	%Ti	%B	%Zr	%Ni	%Pb	%V
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### **(B) PAPER COVERED WIRE & STRIPS**

- a) Triple /Double Paper covered copper wire confirming to IS 7404 part 1 latest revision.
- b) Triple /Double Paper covered copper strips confirming to IS 7404 part 2 latest revision.
- c) Triple/Double Paper covered Aluminum wire confirming to IS 6162 part 1 latest revision.
- d) Triple/Double Paper covered Aluminum strips confirming to IS 6162 part 2 latest revisions.

**Note: Paper covering of Electrical thermally upgraded paper confirming to IS 9335**

#### **Test required**

- a) Density at 20 deg cent.
- b) Dia i) bare conductor  
ii) with insulation
- c) Elongation (%)
- d) Conductivity (% IACS)
- e) Tensile strength (N/mm<sup>2</sup>)
- f) Surface Oxide (A) - Only for copper wire and strips
- g) Oxygen (ppm) - Only for copper wire and strips
- h) Break load test. - Only for aluminum wire and strips.

### **( C) Super enameled wire & strips**

- 1. Super enameled copper wire and strips confirming to IS 13730 latest revision.



2. Super enameled Aluminium wire and strips confirming to IS 13778 latest revision.

**Note: Enameling of Polyesterimide of H class for temp. 180 deg. cent.**

**Test required**

- a) Density at 20 deg cent.
- b) Dia i) bare conductor  
ii) with insulation
- c) Elongation (%)
- d) Conductivity (% IACS)
- e) Tensile strength (N/mm<sup>2</sup>)
- f) Surface Oxide (A) - Only for copper wire and strips
- g) Oxygen (ppm) -Only for copper wire and strips
- h) Break load test. -Only for aluminium wire and strips.
- i) Flexibility and adherence
- j) Heat shock
- k) Cut-through
- l) Resistance to abrasion
- m) Resistance to solvent
- n) Springiness