

Volume - I

**Tender Notification for
SUPPLY OF LUG & FERRULE**

NIT: CMC/BY/18-19/RB/VKS/106

Date : 26.03.2019

Due Date for Submission of Bids :16.04.2019

BSES YAMUNA POWER LTD (BYPL)

SECTION - I

REQUEST FOR QUOTATION

FY 2019-20

Tender Notification : CMC/BY/18-19/RB/VKS/106

Event : PROCUREMENT OF LUG & FERRULE

Date : 26.03.2019

INDEX

SECTION - I: REQUEST FOR QUOTATION	4
SECTION - II: INSTRUCTIONS TO BIDDER	9
SECTION - III: GENERAL CONDITIONS OF CONTRACT.....	17-25
1.0 GENERAL INSTRUCTIONS.....	18
2.0 DEFINITION OF TERMS.....	18
3.0 CONTRACT DOCUMENTS & PRIORITY	19
4.0 SCOPE OF SUPPLY -GENERAL.....	19
5.0 QUALITY ASSURANCE AND INSPECTION	18
6.0 PACKING, PACKING LIST & MARKING.....	20
8.0 TERMS OF PAYMENT AND BILLING.....	21
9.0 PRICE VALIDITY	21
10.0 PERFORMANCE GUARANTEE.....	21
11.0 FORFEITURE	22
12.0 RELEASE	22
13.0 DEFECTS LIABILITY PERIOD	22
14.0 RETURN, REPLACEMENT OR SUBSTITUTION.....	22
15.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:	22
16.0 TIME - THE ESSENCE OF CONTRACT.....	22
17.0 THE LAWS AND JURISDICTION OF CONTRACT:.....	22
18.0 EVENTS OF DEFAULT.....	23
19.0 CONSEQUENCES OF DEFAULT.....	23
20.0 PENALTY FOR DELAY	23
21.0 FORCE MAJEURE.....	23
22.0 TRANSFER AND SUB-LETTING.....	25
23.0 RECOVERIES	25
24.0 WAIVER.....	25
25.0 INDEMNIFICATION.....	25

SECTION - IV: QUANTITY AND DELIVERY REQUIREMENT

SECTION - V: TECHNICAL SPECIFICATION

SECTION - I: REQUEST FOR QUOTATION

1.00 Event Information

1.01 BYPL invites sealed tenders for supply of Lugs & Ferrule from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as – **“Supply of Lug & Ferrule AS PER SPECIFICATION TENDER NOTICE CMC/BY/18-19/RB/VKS/106. DUE FOR SUBMISSION ON DT:16.04.2019.**

S.no	Material Description	Specification	Weight per PC	Requirement		Estimated Cost
			In Gram (± 5%)	Total Qty	Uom	
BYPL						
1	LUG,25MM2;AL;LG BRL	Section V	12.5	20400	Nos	₹ 35.00 Lacs
2	LUG,CRIMPING;50MM2;AL;LG BRL		26	15500	Nos	
3	LUG,95SQMM;AL;LG BRL SGL HOLE		66	12000	Nos	
4	LUG,CRIMPING;150MM2;HVYDTY LG BRL		91	18000	Nos	
5	LUG,TYPE:TUBULAR;SIZE:150 SQMM;MATERIAL:ALUMINUM;LENGTH:79 MM;CURRENT RATING:180 A		26	3600	Nos	
6	LUG,RING;300MM2;AL;NORMAL for 1 core cable		190	2300	Nos	
7	LUG,CRIMPING;300MM2;HVYDTY LG BRL for 4 core cable		197	12500	Nos	
8	LUG,CRIMPING;630MM2;AL;255M M Double hole		490	5200	Nos	
9	FRRL,CRIMPING;25MM2;AL		16	800	Nos	
10	FRRL,CRIMPING;50MM2;AL		32	200	Nos	
11	FRRL,CRIMPING;95MM2;AL		74	1600	Nos	
12	FRRL,CRIMPING;150MM2;AL		102	3700	Nos	
13	FRRL,CRIMPING;300MM2;AL		268	2000	Nos	

Note : Quantity may vary to any extent of +/- 30% of above mentioned total quantity.

1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of ₹ 1180 per set- drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 26.03.2019 onwards on all working days upto 16.04.2019. The tender documents can also be downloaded from the website **“www.bsedelhi.com”**. However, it is advisable to inform BYPL about your interest in tender.

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 as stated above in a separate envelope with suitable superscription – **“Cost of Bid Documents:Tender Notice Ref:CMC/BY/18-19/RB/VKS/106.** This envelope should accompany the Bid Documents.

- 1.03 Offers will be received at 2:30 PM on dt. 16.04.2019 as indicated earlier will be opened on the same day at the address given below on 16.04.2019 at 3:30 PM in the presence of authorized representatives of the bidders.. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

**HEAD OF THE DEPARTMENT,
3rd FLOOR, 'A' BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES YAMUNA POWER LTD,
SHAKTI KIRAN BUILDING,
KARKARDOOM, NEW DELHI**

- 1.04 BYPL 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 orders. Tender will be summarily rejected if:
- (i). Earnest Money Deposit (EMD) @ 2% (TWO percent) of the Tender value i.e ₹ 70,000 /- is not deposited in shape of Bank Guarantee executed on favour of BSES YAMUNA POWER LIMITED.
- (ii). The offer does not contain "FOR, NEW DELHI price indicating break-up towards all taxes & duties".
- (iii). Complete Technical details are not enclosed.
- (iv). 01 Sample of each sizes is not submitted along with the offer.
- (v). Tender is received after due time due to any reason.

2.0 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 management has a right to disqualify those bidders who do not meet these requirements.

1. The bidder must be a manufacturer of Aluminium Lugs & ferrules.
2. The bidder must possess valid ISO 9001:2000 certification for Aluminium Lugs & ferrules.
3. The Bidder should have average turnover of Rs.1 Crore in last three financial years.
4. Purchaser at his own discretion may consider to award trail order of small quantity to those bidders who have proven design and meet our requirement.
5. Bidder should have supplied at least 50000 nos of lugs & ferrules in last three years and should have experience of supplying to Electricity Utility / Undertaking/Private Distribution in India. In this support copies of purchase order should be enclosed.

The manufacturer should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about *No Objection* to verify his manufacturing facility as a part of tender process.

3.00 Bidding and Award Process

- 3.01 The Bidders are requested to submit the bids in 2(Two) parts and submission in 1 original + 1 duplicate to the following address.

**HEAD OF THE DEPARTMENT,
3rd FLOOR, 'A' BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES YAMUNA POWER LTD,**

**SHAKTI KIRAN BUILDING,
KARKARDOOM, NEW DELHI****PART A : Technical Bid comprising of following**

- EMD
- Non-refundable demand draft for ₹ 1180 /- in case the forms are downloaded from website.
- Documentary evidence in support of qualifying criteria i.e. Audited Balance sheet of last 3 years, CA Certificate of turnover for last 3 year, Performance Certificate & other documents to support the QC as per clause 2.0
- 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.
- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, Liquidated Damages etc.
- **Two Sample of each Lug & Ferrule with routine test report as per bidder offer.**

PART B : Financial Bid comprising of

- Price strictly in the format enclosed in Section V indicating break up of basic price, taxes & duties, freight etc.

3.2 Time schedule

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

S. No.	Steps	Due date
1	Last Date of Sale of Bid Documents	16.04.2019, 2:30 PM
2	Late Date of Queries, If any	16.04.2019, 2:30 PM
3	Last Date of Receipt of Bid Documents	16.04.2019, 2:30 PM
4	Date & Time of Opening of PART A- Technical and Commercial Bid	16.04.2019, 3:30 PM
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BYPL 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 a) Technical Bid b) Price Bid.

Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and Tender Fees and **Part-II "Financial bid"** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

Bidders are requested to submit the techno-commercial bid in one Original plus one copy in duplicate.

The Part - I Eligibility and Technical Bid should not contain any cost information whatsoever.

In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II' Financial Bid' will be returned unopened.

The Part - II Financial: This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified bidders. Prices strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc.

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

Reverse Auction Clause: Purchaser reserves the right to use the online reverse auction as optional tool through SAP - SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse auction. 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.

4.00 Award Decision

4.01 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.

4.02 Splitting of tendered quantity in 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 etc.

Splitting of tender quantity amongst more than one bidder shall be governed by below mentioned guidelines:

- a) For the purpose of splitting, the offers of all the bidders whose "Post Reverse Auction prices" are within price consideration zone of 10% above "Post reverse auction L-1 rate" shall be considered eligible.
- b) The tender quantity shall be split in following ratio:
 - (i) In case where no bidder falls within price consideration zone of 10% above post RA L-1 rate or more none of the eligible bidders accept the post RA L-1 rate, 100% quantity shall be ordered on post RA L-1 bidder.
 - (ii) If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
 - (iii) If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 on L1 price.
 - (iv) Any deviation in regards to above will have deviation approval from management.

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

5.00 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules 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 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.

6.00 Supplier Confidentiality

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

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

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

7.0 **Contact Information**

All communication as regards this NIT/RFQ shall be made (i) in English, (ii) in writing and (iii) sent by mail, facsimile to

	Technical	Commercial
Contact Name	Ashwani Aggarwal	Rakesh Bansal
Address	3 rd Floor, B Block, Shakti Kiran Building, Karkardooma, Delhi-32	3 rd Floor, A Block, Shakti Kiran Building, Karkardooma, Delhi-32
Fax No.	011-39999636	011-39999230
Email Id	Ashwani.Aggarwal@relianceada.com	Rakesh.Bansal@relianceada.com

Note:- Those who are downloading tender notice from website. It is advisable to inform BYPL Technical, so as they can be contacted in case of any amendment in tender or for prebid conference.

SECTION - II
INSTRUCTION TO BIDDERS (ITB)
SUPPLY OF LUG AND FERRULE
NIT: CMC/BY/18-19/RB/VKS/106

Dated : 26.03.2019

A. GENERAL

1.00 BSES YAMUNA POWER LIMITED, hereinafter referred to as the Purchaser “are desirous of implementing the various System for manufacturer at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement lug & ferrule 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 enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser’s stores.

3.0 DISCLAIMER

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

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

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

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

4.0 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. **Further the Purchaser has a right to get Sample of Lugs & Ferrule tested by any reputed Independent Lab (approved by BYPL) at the cost of bidder.**

B. BIDDING DOCUMENTS**5.0 BIDDING DOCUMENTS**

5.01 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:

Volume -I

- Request for Quotation (RFQ) - Section - I
- Instructions to Bidders (ITB) - Section - II
- General conditions of Contract - Section -III
- Quantity and delivery requirement - Section -IV
- Technical Specifications (TS) - Section -V

Volume - II

- Bid Form - Annexure -I
- Bid Format - Annexure -II
- Price Schedule - Annexure -III
- Commercial Terms & Conditions - Annexure-IV
- No Deviation Sheet - Annexure- V
- Qualification Criterion - Annexure- VI
- Reverse Auction Event - Annexure -VII
- Manufacturer Authorization letter - Annexure -VIII

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

6.0 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 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 .

6.03 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.

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.

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets

completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification ;

- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) **Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.**

9.0 BID FORM

9.01 The Bidder shall complete an "Original" and another one "Copy" of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e ₹ 70,000 /-. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in the following form :

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's EMD will be discharged upon furnishing the performance security. The EMD may be forfeited :

- (b) if the Bidder:
 - i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ; or
- (c) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract, or
 - (ii) to furnish the required performance security.

10.0 BID PRICES

10.01 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.

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

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 quotation 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

12.01 Bids shall remain valid for 120 days post bid date.

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 by Fax/e-mail.

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 of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

14.01 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.

14.02 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-Authority accompanying the Bid.

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with – "Technical & EMD". The Financial bid shall be inside another sealed envelope with superscription – "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 submission, Tender opening date.**"

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Telex/Telegram /Fax will not be accepted. No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.

15.04 The Bidder, along with the bid documents has to **submit samples along with detailed GTP &**

Drawings. The sample should clearly indicate (i) Name of the bidder (ii)Tender No.,(iii) Group & Item Sr.No.etc. The samples shall not be returned back to the bidder.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid,together with the required copies, must be received by the Purchaser at the address specified not **later than 2:30 PM on 16.04.2019.**

16.02 The Purchaser 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 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 either by itself, or as a partner in a Joint Venture. 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 rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 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

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

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

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

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids 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 .

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

(a) Supply Schedule

(b) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

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

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

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

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at 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 Purchaser's action.

26.0 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 other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

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 GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 5% (Five percent) of the Contract Price (ex-work rate) in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. The Performance Bond shall be valid for a period of Twelve months (12) from the date of the commissioning or Eighteen months (18) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRAUDULENT 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:
- (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "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 forward if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION - III
(GENERAL CONDITION OF CONTRACT)

SUPPLY OF LUG & FERRULE
NIT : CMC/BY/18-19/RB/VKS/106

Dated : 26.03.2019

GENERAL TERMS AND CONDITION

1.0 General Instructions

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/sold to the other party.
- 1.04 The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 Definition Of Terms

- 2.01 "Purchaser" shall mean BSES YAMUNA POWER LIMITED, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03 "Supply" and " " shall mean the Scope of Contract as described.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08 "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09 "Contract" shall mean the "Letter of Acceptance" issued by the Purchaser.

- 2.10 "Contract Price" shall mean the price referred to in the "Letter of Acceptance".
- 2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12 "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- The written acceptance of material by the inspector at suppliers works to ship the materials.
 - Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - Where the scope of the contract includes supplyg, 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.
- 3.02 Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.
- 4.0 **Scope Of Supply -General**
- 4.01 The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02 Bidder shall have to quote for the Bill of quantities as listed in Section - IV of this NIT/RFQ.
- 4.03 Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.
- 4.04 All relevant drawings, data and instruction manuals.
- 5.0 **Quality Assurance and Inspection**
- 5.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 5.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.
- 5.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of

the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

- 5.04 On completion of manufacturing the items can be dispatched only after issue of MDCC (Material Dispatch Clearance Certificate) document by the Purchaser.
- 5.05 All testing and inspection shall be done with out any extra cost.
- 5.06 Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. 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 bidders representative.
- 5.07 Bidder has to sign quality agreement before supply of the material.

6.0 Packing, Packing List & Marking

- 6.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL without undue risk of damage in transit.
- 6.02 **Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight and the extreme outside dimensions (length, width and height) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items.
For Supply to BYPL Delhi the price shall be inclusive of packing, forwarding, Duty, GST and Freight.
Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.

The above supply prices shall also **include unloading** at site stores.
Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL.

8.0 Variation in taxes, duties & levies:

- 8.01 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, incase of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 8.02 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.

- 8.03 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).
- 9.0 **Taxes & Duties on raw materials & bought out components:**
- 9.01 Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.
- 9.02 Taxes & Duties on raw materials & bought out components procured indigenously are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.
- 10.0 **Terms of payment and billing**
- 10.01 **For Supply of Equipments:**
- 100% payment shall be made within 30 days from the date of receipt of material at store/ site
- 10.02 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 BYPL confirming receipt of material at site and acceptance of the same.
 - iv. Dispatch clearance / inspection report in original issued by the inspection authority
 - v. Packing List.
 - vi. Test Reports
 - vii. Guarantee Certificate.
- 11.0 **Price Validity**
- 11.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.
- 12.0 **Performance Guarantee**
- 12.01 Supplier shall establish a performance bond in favor of BSES YAMUNA POWER LIMITED in an amount not less than Five percent (5%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of twelve months (12) from the date of the commissioning or eighteen months (18) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period. It shall be in accordance with one of the following terms:
- (a) Depositing pay order /demand draft of the relevant amount directly with BYPL at the address listed above or as otherwise specified by BYPL, either of which shall constitute the Performance Bond hereunder; or
 - (b) Bank guarantee from any nationalized bank in favour of BSES YAMUNA POWER LIMITED. The performance Bank guarantee shall be in the format as specified by BYPL.

13.0 Forfeiture

- 13.01** 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 BYPL of this Performance Bond to the ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 13.02** Each Performance Bond established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

14.0 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.

15.0 Defects Liability Period

- 15.01** 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.

16.0 Return, Replacement or Substitution.

Purchaser shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. Purchaser may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL 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. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

17.0 Effective Date of Commencement of Contract:

- 17.01** The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

18.0 Time - The Essence Of Contract

- 18.01** 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 .

19.0 The Laws and Jurisdiction of Contract:

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

19.02 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

20.0 Events of Default

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

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

21.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BYPL 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 BYPL may incur as a result of Supplier's default.

22.0 Penalty for Delay

22.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the contract price (ex- work price) for every week delay or part thereof for individual mile stone deliveries.

22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price (ex- work price)

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

23.0 Force Majeure

23.01 General

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

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

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

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

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

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

23.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

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

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

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

23.09 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."

24.0 Transfer And Sub-Letting

24.01 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.

25.0 Recoveries

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

26.0 Waiver

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

27.0 Indemnification

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

SECTION - IV: QUANTITY AND DELIVERY REQUIREMENT

S.no	Material Description	Specification	Weight per PC	Requirement	Delivery Schedule	Location
	BYPL		In Gram (± 5%)	Total Qty		
1	LUG,25MM ² ;AL;LG BRL	Section V	12.5	20400	1. Submission of GTP/Drawing within 7-10 days from the date of LOI/ Purchase order.	Stores BYPL Delhi
2	LUG,CRIMPING;50MM ² ;AL; LG BRL		26	15500		
3	LUG,95SQMM;AL;LG BRL SGL HOLE		66	12000		
4	LUG,CRIMPING;150MM ² ;H VYDTY LG BRL		91	18000		
5	LUG,TYPE:TUBULAR;SIZE: 150 SQMM;MATERIAL:ALUMINUM;LENGTH:79 MM;CURRENT RATING:180 A		26	3600		
6	LUG,RING;300MM ² ;AL;NO RMAL for 1 core cable		190	2300	2. Commencement of 25% per month within 30 days from the date of clearance of GTP/ Drawing from BYPL.	
7	LUG,CRIMPING;300MM ² ;H VYDTY LG BRL for 4 core cable		197	12500		
8	LUG,CRIMPING;630MM ² ;AL ;255MM Double hole		490	5200		
9	FRRL,CRIMPING;25MM ² ;AL		16	800		
10	FRRL,CRIMPING;50MM ² ;AL		32	200		
11	FRRL,CRIMPING;95MM ² ;AL		74	1600		
12	FRRL,CRIMPING;150MM ² ;AL		102	3700		
13	FRRL,CRIMPING;300MM ² ;AL		268	2000		

SECTION - V
(TECHNICAL SPECIFICATION)

SUPPLY OF LUG & FERRULE
NIT : CMC/BY/18-19/RB/VKS/106

Dated : 26.03.2019

BSES

SP-LF-115-R0

TECHNICAL SPECIFICATION FOR LUG & FERRULE

**TECHNICAL SPECIFICATION
FOR
LUG & FERRULE
Specification No. : SP-LF-115-R0**

PREPARED BY	REVIEWED BY	APPROVED BY	REV	00
Ankita Arora	Gaurav Sharma	Ashwani Aggarwal	DATE	February 28, 2018
<i>Ankita</i>	<i>Gaurav</i>	<i>Ashwani</i>	PAGE	1 of 11

TECHNICAL SPECIFICATION FOR LUG & FERRULE**INDEX**

1. SCOPE OF SUPPLY.....	3
2. CLIMATIC CONDITION.....	3
3. CODES & STANDARDS.....	3
4. MAJOR DESIGN PARAMETERS.....	4
5. MATERIAL.....	5
6. MARKING.....	5
7. TESTING & INSPECTION.....	6
8. DEVIATION.....	6
9. PACKING & DELIVERY.....	6
10. DRAWINGS.....	7

TECHNICAL SPECIFICATION FOR LUG & FERRULE**1.0 SCOPE OF SUPPLY**

The specification covers design, manufacturing, testing at manufacturers works before dispatch. Packing, delivery of material and submission of documents/test reports to purchaser.

2.0 CLIMATIC CONDITION

The material to be supplied against this specification shall be suitable for satisfactory operation under following climatic condition

Location	At various location in the Delhi
Maximum ambient temperature (°C)	50
Minimum ambient temperature (°C)	0
Maximum altitude above mean sea level (m)	1000
Relative Humidity (%)	100
Rainy month	June to October
Maximum Rainfall (mm)	1450
Wind Pressure (Kg/Sqm)	195
Seismic Zone	Zone IV as per IS:1893

3.0 CODES & STANDARDS

Each Lug & Ferrule shall be designed, manufactured and tested in accordance with the following Indian & IEC standards.

IS: 8308 -1993	Compression type tubular in-line connectors for Aluminum conductors of insulated cable
IS:5082 - 1998	Wrought Aluminum & Aluminum alloy bars, rods, tubes, sections, plates & sheets for electrical Applications
IEC: 61394	Overhead lines - Requirements for greases for aluminum, aluminum alloy and steel bare conductors
IS:8309 -1993	Compression Type Tubular Terminal ends for Aluminum Conductors of Insulated Cables
IS: 191- 2007	Specification for copper

TECHNICAL SPECIFICATION FOR LUG & FERRULE**4.0 MAJOR DESIGN PARAMETERS**

4.1	Ferrule	<p>An aluminum ferrule is an aluminum compression type tubular inline connector for aluminum conductors of insulated cables for rated voltages up to and including 1.1 kV.</p> <ul style="list-style-type: none">a. In-Line Connector - A connecting device accommodating two electrical conductors to form straight joint.b. Transition/Reducer Connector - A connecting device accommodating two electrical conductors of different sizes to form a transition joint.
4.2	General Design Parameters for Ferrule	<ul style="list-style-type: none">a) Electrical conductivity: More than 60 % IACSb) Cleaning after manufacturing: Caustic soda cleaningc) Ferrule should be filled with oxidation inhibiting paste & sealed with caps
4.3	LT Aluminium Ferrule	<ul style="list-style-type: none">a) Machine marking: Clear and distinct machine marking as specified in drawing on outer surface of ferrule to facilitate crimping. Total number of crimps should be as per drawing.b) No Knurling on inner surface of ferrule.c) Internal, external diameter & length of ferrule shall be as per drawing.d) Ferrule design suitable for conductor of type: Compacted Sector Shape
4.4	Lug	<p>A connecting device with barrel accommodating respective conductor. Size of electrical cables for rated voltages up to and including 1.1kV.</p> <p>Aluminium Lug: An aluminium lug is essentially a connecting device for connecting aluminium conductor with aluminium bus bars.</p>

TECHNICAL SPECIFICATION FOR LUG & FERRULE

4.5	General Design Parameters for Lug	<ul style="list-style-type: none">a) Cleaning after manufacturing: Caustic soda cleaning.b) Barrels of the Lugs should be filled with oxidation inhibition paste & sealed with caps.
4.6	Aluminium LT lug	<p>Size to be used for 10, 25, 50, 95, 150, 300, 630 sqmm:</p> <ul style="list-style-type: none">a) Machine marking: Clear and distinct marking at specified distance on outer surface of lug to facilitate better crimping.b) No knurling on inner surface of the lugc) Internal diameter, external diameter, length of barrel, length of palm & other dimensions shall be as per drawing.d) Electrical conductivity: Min. 60 % IACSe) All corners shall be rounded off. <p>All dimensions are in mm Refer Drawing for dimensions and its permissible tolerances</p>

5.0 MATERIAL

5.1	Material for Lug and Ferrule	<ul style="list-style-type: none">a) Material for ferrule/lug shall be 99% Electrolytic Grade Aluminum confirming to Aluminum of grade 19501 (Temper Designation-M) of IS-5082/1981.b) Hardness of the material used shall be between 18-21 Vickers Hardness number
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6.0 MARKING

6.1	Identification	<p><u>For Ferrule:</u> Type of cable to be connected, size and make shall be engraved on each ferrule for Ferrules</p> <p><u>For Aluminum Lug:</u> Size of cable & make shall be engraved on each lug for Aluminum lug/Street light lug</p>
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TECHNICAL SPECIFICATION FOR LUG & FERRULE**7.0 TESTING & INSPECTION**

All the tests shall be carried out in accordance with IEC / IS standards.

7.1	Visual Check	The Ferrule & lug shall be visually checked and shall free from external defects.
7.2	Dimensional Check	The dimensional requirements shall be checked for Ferrule & Lug as per the drawing.
7.3	Acceptance Test	Following tests needs to be conducted by the vendor during inspection (value shall be followed as per IS/IEC) <ol style="list-style-type: none">1. Flattening2. Electrical Conductivity3. Resistivity4. Physical properties (Tensile Strength and Hardness)5. Two samples of similar size to be sampled for Temperature Rise test and chemical composition from the offered lot and shall be carried out from NABL approved Lab.

8.0 DEVIATION

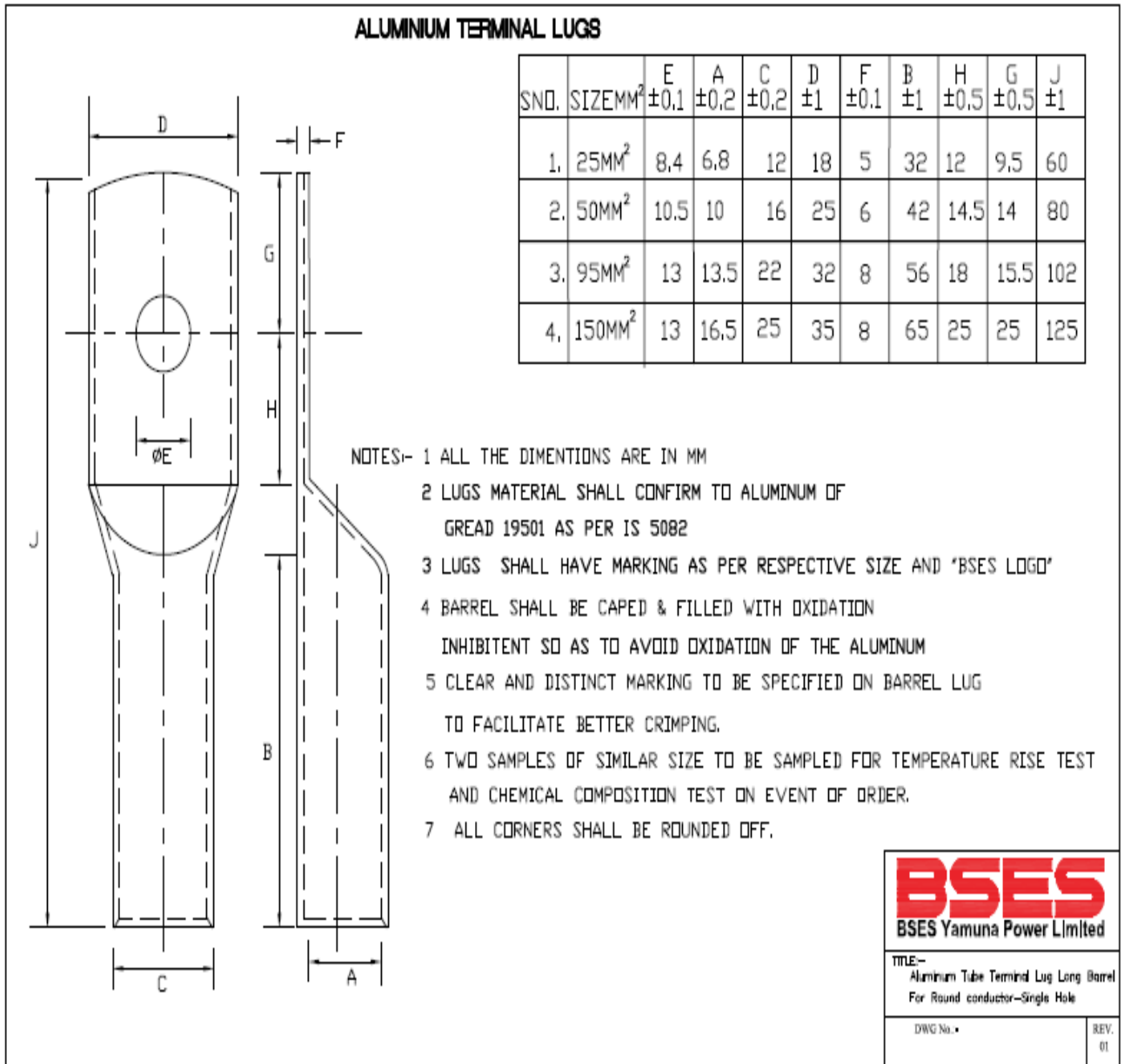
Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause/GTP/Drawing and a description of the alternative offer. In absence of such a statement, it will be assumed that the bidder complies fully with this specification. No deviation will be acceptable post order.

9.0 PACKING & DELIVERY

9.1	Packing	Packing to be done in transparent polythene bags of min. 150 micron thickness so as to not get torn due to handling during packing/transit of lugs. Sealing should be done essentially with Heat sealers only.
9.2	Identification Labels	The pack should have a label indicating the <ol style="list-style-type: none">a. Manufacturer's nameb. SAP code number & PO. No. with datec. Month & year of manufacturingd. Size of Ferrule/lug with typee. Number of itemsf. "BSES Yamuna Power Ltd."

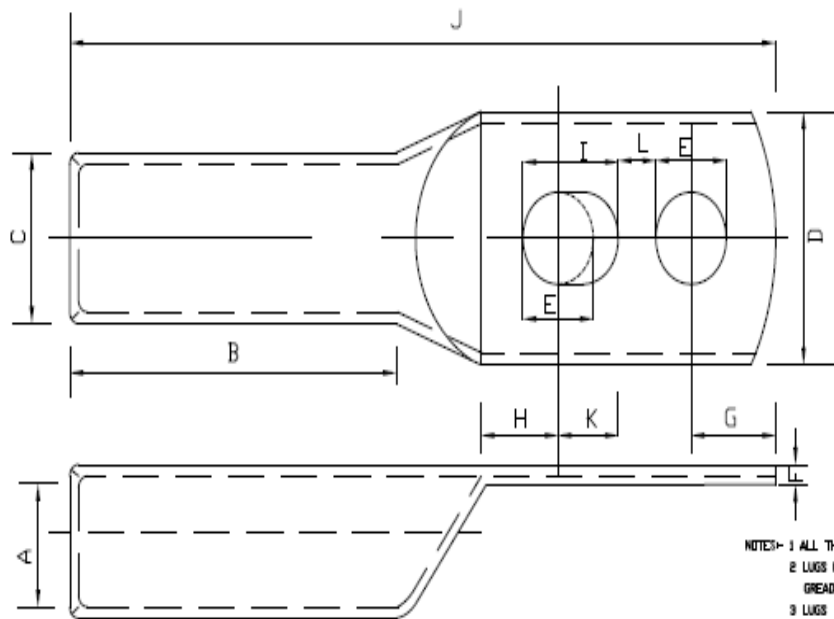
TECHNICAL SPECIFICATION FOR LUG & FERRULE

Drawings



TECHNICAL SPECIFICATION FOR LUG & FERRULE

ALUMINIUM DIN TYPE TERMINAL LUGS



- NOTES:-
- 1 ALL THE DIMENSIONS ARE IN MM
 - 2 LUGS MATERIAL SHALL CONFORM TO ALUMINIUM OF GRADE 1900 AS PER IS 9002
 - 3 LUGS SHALL HAVE MARKING AS PER RESPECTIVE SIZE AND "BSES LOGO"
 - 4 BARREL SHALL BE CAPED & FILLED WITH OXIDATION INHIBITOR SO AS TO AVOID OXIDATION OF THE ALUMINIUM
 - 5 CLEAR AND DISTINCT MARKING TO BE SPECIFIED ON BARREL LUG TO FACILITATE BETTER CROWTING
 - 6 TWO SAMPLES OF SIMILAR SIZE TO BE SAMPLED FOR TEMPERATURE RISE TEST AND CHEMICAL COMPOSITION TEST ON EVENT OF ORDER
 7. ALL CORNERS SHALL BE ROUNDED OFF.

SNO.	SIZE MM ²	E ±0.1	A	C	D	B ±1	H	K	I	L	G	J ±1	F ±0.2
1.	630MM ²	18	31.5- 32	44.5- 45	63- 63.5	120	36- 36.2	25- 25.2	34- 34.2	16- 16.2	24- 24.2	245	12.5



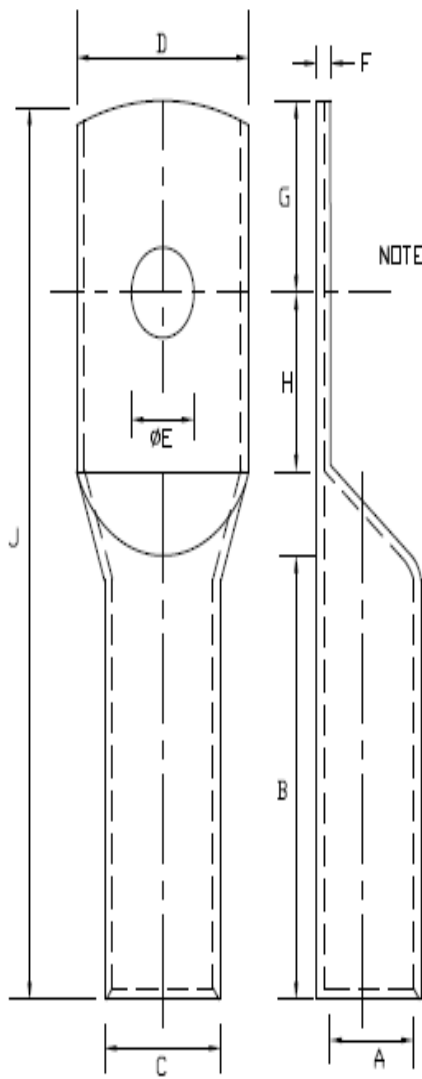
TITLE:-
Aluminum Tube Terminal Lug Long Barrel-
for 630 sqmm round conductor-Double holes

DWG No.:

REV.
01

TECHNICAL SPECIFICATION FOR LUG & FERRULE

ALUMINIUM TERMINAL LUGS



SNO.	SIZE MM ²	E ±0.1	A ±0.1	C ±0.1	D ±0.5	F ±0.1	B ±0.2	H ±0.5	G ±0.5	J ±0.6
1.	10MM ²	6.4	4.4	7.2	10	2.8	9	9	8	30

NOTES:- 1 ALL THE DIMENTIONS ARE IN MM

2 LUGS MATERIAL SHALL CONFIRM TO ALUMINUM OF GREAD 19501 AS PER IS 5082

3 LUGS SHALL HAVE MARKING AS PER RESPECTIVE SIZE AND 'BSES LOGO'

4 BARREL SHALL BE CAPED & FILLED WITH OXIDATION

INHIBITENT SO AS TO AVOID OXIDATION OF THE ALUMINUM

5 CLEAR AND DISTINCT MARKING TO BE SPECIFIED ON BARREL LUG TO FACILITATE BETTER CRIMPING.

6 TWO SAMPLES OF SIMILAR SIZE TO BE SAMPLED FOR TEMPERATURE RISE TEST AND CHEMICAL COMPOSITION TEST ON EVENT OF ORDER.

7 ALL CORNERS SHALL BE ROUNDED OFF.



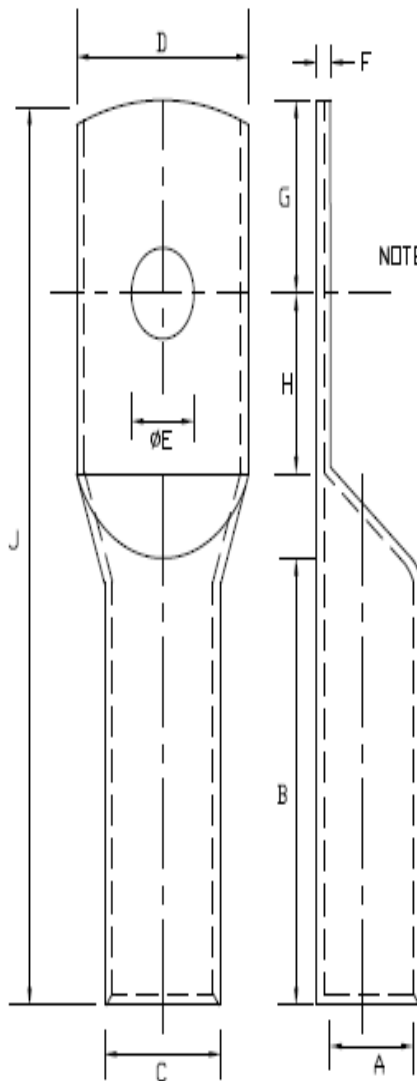
TITLE:-
Aluminum Tube Terminal Lug Long Barrel
10mm round conductor-Single Hole

DWG No. •

REV.
01

TECHNICAL SPECIFICATION FOR LUG & FERRULE

ALUMINIUM TERMINAL LUGS



SNO.	SIZE	MM ²	E ±0.1	A	C	D	F ±0.2	B	H	G	J ±1
1.	1CX	300MM ²	17	21.5- 22	32- 32.5	47.5- 48	10	79- 80	39.5- 40	29.5- 30	165
2.	4CX	300MM ²	17	24.3- 24.7	33.8- 34.2	47.5- 48	10	79- 80	39.5- 40	29.5- 30	165

NOTES:- 1 ALL THE DIMENTIONS ARE IN MM

2 LUGS MATERIAL SHALL CONFIRM TO ALUMINUM OF
GREAD 19501 AS PER IS 5082

3 LUGS SHALL HAVE MARKING AS PER RESPECTIVE SIZE AND 'BSES LOGO'

4 BARREL SHALL BE CAPED & FILLED WITH OXIDATION

INHIBITENT SO AS TO AVOID OXIDATION OF THE ALUMINUM

5 CLEAR AND DISTINCT MARKING TO BE SPECIFIED ON BARREL LUG
TO FACILITATE BETTER CRIMPING.

6 TWO SAMPLES OF SIMILAR SIZE TO BE SAMPLED FOR TEMPERATURE RISE TEST
AND CHEMICAL COMPOSITION TEST ON EVENT OF ORDER.

7 ALL CORNERS SHALL BE ROUNDED OFF.



TITLE:-
Aluminum Tube Terminal Lug Long Barrel for
300sqmm cable round and sector-Single Hole

DWG No. •

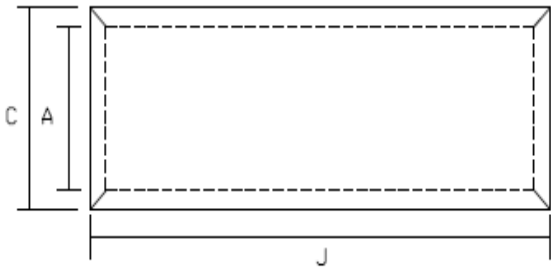
REV.

01

TECHNICAL SPECIFICATION FOR LUG & FERRULE

COMPRESSION TYPE ALUMINIUM TUBULAR IN-LINE CONNECTORS FOR NON TENSION CONNECTORS OF ALUMINIUM CONDUCTORS

DIM.TABLE FOR IN-LANE CONNECTORS				
SIZE MM SQ.MM	A	C	J	NET.WT/PC.
25	6.8-7.1	12.0-12.5	70-72	16 GRAMS
50	9.8-10	16-16.5	85-87	32 GRAMS
95	13.2-13.6	22-22.5	105-108	74 GRAMS
150	16.3-16.7	25-25.5	125-128	102 GRAMS
300	23.3-23.7	34-34.5	144-147	268 GRAMS



The diagram shows a perspective view of a rectangular aluminium tubular in-line connector. Dimension 'A' is the height of the connector, 'C' is the thickness of the tubular wall, and 'J' is the length of the connector. The drawing uses solid lines for the front and top edges and dashed lines for the hidden back and bottom edges.

NOTES:-

1. ALL THE DIMENTIONS ARE IN MM
2. REFERANCE : SPECIFICATION AS PER DIN-46267
3. MATERIAL : ELECTROLYTIC GRADE ALUMINIUM AS PER IS: 5082
4. FINISH : NATURAL

BSES
BSES Yamuna Power LimitedTITLE:-
ALUMINIUM IN-LINE
CONNECTORS HEAVY DUTY

DWG No:-

Volume - II

FORMATS

Tender Notification for

**SUPPLY OF LUG & FERRULE:
CMC/BY/18-19/RB/VKS/106**

Dated : 26.03.2019

Annexure -I

BID FORM

To
Head of the Department
Contracts & Materials
BSES Yamuna Power Ltd
BSES Building, Karkardooma
New Delhi- 110032
Sir,

1. We understand that BYPL is desirous of carrying out In its license 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 for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to 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 thereof, 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..... 20.....
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS)

BID SUBMISSION FORM (Annexure-1)

Offer No.:

Date:

To,
Head Contract and Material
BSES YAMUNA POWER LIMITED
3rd Floor "A" Block, Shakti Kiran Building,
Delhi-110032 (INDIA).

Dear Sir,

In response to your Tender No. CMC/BY/18-19/RB/VKS/106 dated 26.03.2019 for Supply of Lug & Ferrule for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.

- 1. Bidder Name :
- 2. Website Address :
- 3. Email Address :
- 4. Address for Communication :
- 5. Telephone Number :
- 6. Fax/Telefax Number :
- 7. Authorized Person - Name :
- a. Designation:.....
- b. Mobile No. :
- c. Email-ID :
- 8. Alternate Person - Name :
- (For E_Bidding)
- a. Designation:.....
- b. Mobile No. :
- c. Email-ID :

9. PAN Number :
10. TIN Number :
11. Service Tax Regn. No. :
12. ECC Number :

13. Particulars of EMD

- a. Amount : Rs.
- b. Mode of Payment (DD/BG) :
- c. DD/BG No. :
- d. Date :
- e. Name of the Bank :
- f. Address of the Bank :
- g. Validity of BG :

14. Particulars of Tender Fee

- a. Amount : Rs.
- b. DD No. :
- c. Date :
- d. Name of the Bank :
- e. Address of the Bank :

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2015-2016		
2016-2017		
2017-2018		
Average Turnover		

16. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client).

Description of the Work/ Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17. Following Documents are submitted to substantiate other eligibility criteria.

- i)
- ii)
- iii)

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our Knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains No. of pages including all Annexure and Enclosures.

Place:
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

FORMAT FOR BID SECURITY BANK GUARANTEE

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank]at[Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called – the Bank“),are bound unto BSES Yamuna Power Ltd., with it’s Corporate Office at BSES Building Karkardooma, New Delhi -110032 ,(herein after called – the Purchaser“)in the sum of Rs.(Rupees.....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of on e 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 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

PRICE FORMAT

Tender No: CMC/BY/18-19/RB/VKS/106
Dated: 26.03.2019

S. N	Item Description	Weight per PC In Gram (\pm 5%)	Required QTY	QTY OFFERED BY THE BIDDER	UOM	EX-WORKS PRICE/PC	Unit Freight	Total Unit Price	GST % age	Unit GST Amt	LANDED COST/PC	TOTAL LANDED COST IN (INR)
			A	A		B	C	D	E	F=D*E	G=F+D	G*A
1	LUG,25MM2;AL;LG BRL	12.5	20400		Nos							
2	LUG,CRIMPING;50 MM2;AL;LG BRL	26	15500		Nos							
3	LUG,95SQMM;AL;LG BRL SGL HOLE	66	12000		Nos							
4	LUG,CRIMPING;150 MM2;HVYDTY LG BRL	91	18000		Nos							
5	LUG,TYPE:TUBULAR ;SIZE:150 SQMM;MATERIAL: ALUMINUM;LENGT H:79 MM;CURRENT RATING:180 A	26	3600		Nos							
6	LUG,RING;300MM2 ;AL;NORMAL for 1 core cable	190	2300		Nos							
7	LUG,CRIMPING;300 MM2;HVYDTY LG BRL for 4 core cable	197	12500		Nos							
8	LUG,CRIMPING;630 MM2;AL;255MM Double hole	490	5200		Nos							
9	FRRL,CRIMPING;25 MM2;AL	16	800		Nos							
10	FRRL,CRIMPING;50 MM2;AL	32	200		Nos							
11	FRRL,CRIMPING;95 MM2;AL	74	1600		Nos							
12	FRRL,CRIMPING;150MM2;AL	102	3700		Nos							
13	FRRL,CRIMPING;300MM2;AL	268	2000		Nos							
	Total Value											

Note:

- Prices shall be Firm
- The prices received without break up of ex-works, GST are liable for rejection
- Pls indicate the exact percentage of taxes in figures and words
- If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
- Bidder should provide the installation cost separately (if any).
- Bidder should provide the rates of accessories required for installation (if any).

COMMERCIAL TERMS AND CONDITIONS

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	120 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	100% payment shall be made within 30 days from the date of receipt of material at store/ site	
4	Delivery schedule	As per our requirement (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	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value (ex-work value) of undelivered units	
7	Performance Bank Guarantee	5% of total PO value (ex-work value) valid for 12 months after commissioning or 18 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	
8	Reverse Auction	In a bid to make our entire procurement process more fair and transparent, BYPL 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 commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	
9	SSI/MSME	If yes	Bidder shall attached documents

Annexure-V

NIT NO & DATE : DT:

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Qualification Criteria**Annexure - VI**

Sno	Qualification Criteria	Description by bidder with qualifying the fulfilment	Documentary Evidence attached page no. detail
1	The bidder must be a manufacturer of distribution Bus Bar/Meter Boxes.		
2	The bidder must possess valid ISO 9001:2000 certification for distribution bus bar.		
3	The Bidder should have average turnover of Rs.1 Crore in last three financial years.		
4	Purchaser at his own discretion may consider awarding trail order of small quantity to those bidders who have proven design and meet our requirement.		
5	Bidder should have supplied at least 50000 nos of lugs & ferrules in last three years and should have experience of supplying to Electricity Utility / Undertaking/Private Distribution in India. In this support copies of purchase order should be enclosed.		

The manufacture should send the compliance of above mentioned parameters in technical offer and has to give an under about no objection to verify his manufacturing facility as a part of tender process.

Annexure -VII

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

In a bid to make our entire procurement process more fair and transparent, BYPL 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 commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, 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. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due 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 BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at contract amount.

Signature & seal of the Bidder

Annexure – VIII

FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No. Date:

To,
HOD C&M
BSES YAMUNA POWER LTD.
Shakti Kiran Building, Karkardooma
Delhi-110032

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. _____, jointly and severally.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,
[

Name & Signature]
for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

The bidders must furnish following information:

1. Details to support of Eligibility Criteria to be furnished along with the RFP:

Details of atleast two call center supply/ implementation done:

1	Name and address of customer
2	Name and address of contact person (with phone , fax & email)
3	Nature of services being provided
4	Brief description of network setup

Please attach copies of the PO

2. Bidders details:

1	Office address, telephone fax nos. dealing this RFP
2	Details of official dealing with BYPL for this RFP

3. Deviations from objectives:

The bidder must specify the deviations / infeasibility, if any, from the expectations in this tender document as given in the deviation sheet Annexure V. In case nothing is specified under this heading, it will be assumed that there are no deviations from the requirement described in this document.

4. Detailed technical solution- please attach with all details.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

SELF DECLARATION FORM

Tender No: CMC/BY/18-19/RB/VKS/105

To,
The HOD
Contract & Material Dept
BSES Yamuna Power LTD
Karardooma Delhi-110032

Subject: Declaration for Not blacklisted

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material/ Services or in the performance of the contract entrusted to us in any of the State Government, Central Government or any other public sector undertaking or a corporation or Electricity Utilities of India.

2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation/ cancellation/ termination without any notice at the sole discretion of the purchaser.

Yours faithfully

Place:
Date:

Signature of the bidder with seal

(This form shall be duly signed by the bidder & submitted along with the original copy of the bid.)

VENDOR DATA FORM

Name of the company: _____

Address of the company: _____

During the time the tender enquiry is received and the tender is submitted by us to your office, we authorize following person/ persons whose signatures are attested below to deal with BYPL on our behalf for any clarifications:

S.No	Name & Designation	Contact Telephone & fax	E-mail Address	Specimen Signature
1				
2				
3				

Yours faithfully

Place:

Date:

Signature of the bidder with seal

CHECK LIST

Sno	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNORICED) DULY SIGNED	Yes/no
4	Bill of Material (UNPRICED)	Yes/No
5	TECHNICAL BID	Yes/no
6	ACCEPTANCE TO COMMERCIAL TERM AND CONDITIONS	Yes/No
7	FINANCIAL BID (IN SEALD ENVELOPE)	Yes/no
8	EMD IN PRESCRIBED FORMET	Yes/No
9	DEMAND DRAFT OF ₹ 1180/- DRAWN IN FAVOUR OF BSES Yamuna Power Ltd	Yes/No
10	POWER OF ATTORNEY/ AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No