

Tender Notification for

**SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE
4CX25, 2CX25 & 2CX10 SQ.MM.**

NIT NO CMC/BR/11-12/ASG/DKS/180

Due Date for Submission: 16.01.2012, 11.00 A.M

BSES RAJDHANI POWER LTD (BRPL)

SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

- 1.01 BRPL invites sealed tenders in 2 envelopes for 1.1KV GRADE POWER CABLE OF SIZE 4CX25, 2CX25 & 2C X 10 SQ.MM from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly superscribed as – **"BID FOR 1.1KV GRADE POWER CABLE OF SIZE 4CX25, 2CX25 & 2C X 10 SQ.MM "NIT NO CMC/BR/11-12/ASG/DKS/180 DUE ON 16.01.2012, 11.00AM"**.

Sl. No.	Item Description	Technical Specification	Estimated Cost	Qty.	Delivery at
1	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 4CX25 SQ MM.	SP-EWLP-01-R0 Rev 0	Rs. 4.06 Crores	40KM	New Delhi STORES
2	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2CX25 SQ MM.			110KM	
3	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2CX10 SQ MM.			600KM	

Note: Individual Drum Quantity may vary upto \pm 5%. There will be no positive tolerance on the total order quantity. However (-) 2% will be allowed on total order quantity.

- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs.1000/-** drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto **09.01.2012, 5 P.M.** The tender documents & detail terms and conditions can also be downloaded from the website **"www.bsedelhi.com"**.

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.

- 1.03 Offers will be received upto **16.01.2012, 11.00 AM.** at the address given below. Part A of the Bid shall be opened on **16.01.2012, 1200 Hrs.** Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

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

- 1.04 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

- 1.05 Tender will be summarily rejected if:

BSES

- (i) **Earnest Money Deposit (EMD)** of value Rs 8,12,000 /- is not deposited in shape of Demand Draft/Pay Order/Banker's Cheque/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (ii) The offer does not contain "FOR NEW DELHI" prices indicating break-up towards all taxes & duties.
- (iii) Complete Technical details are not enclosed.
- (iv) Tender is received after due date and time.

2.0 Qualification Criteria:-

The prospective bidder must qualify all of the following requirements and shall be eligible to participate in the bidding who meets following requirements and management has a right to disqualify those bidders who do not meet these requirements.

- a. The bidder must be a manufacturer of LT Power Cables and must possess valid BIS License for working voltage upto 1100V.
- b. The bidder should have plant installed capacity to supply of minimum 150-200 km per month
- c. The bidder should have qualified technical personnel at various stages of manufacture & testing
- d. The bidder should have supplied at least .500KMS of size 25mm² or above of similar cross-sectional area or higher to any major utilities/SEB in last 3 years. Out of the above, 50% must be in successful operation at least for 2 years. Performance Certificate shall be furnished as a back-up to this.
- e. Bidder should have average Annual Sales Turnover of Rs 30.00 Crores or more in last 3 years
- f. The bidder must possess valid ISO 9001:2000 certification
- g. **Bidders already qualified against previous tenders for similar x-section of cables need not submit the documents in support of qualification criteria.**

3.00 Bidding and Award Process

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

3.01 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
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019

PART A

:: **TECHNICAL BID** comprising of following

- EMD
- Non-refundable demand draft for Rs 1000/- 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 T & C viz Delivery period, Payment terms, PBG, Warranty, Liquidated Damages etc

PART B :: **FINANCIAL BID** comprising of

- Price strictly in the Format indicated later indicating Break up of basic price, taxes & duties, Freight etc

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Queries, if any	<ul style="list-style-type: none"> ▪ All Queries related to RFQ 	09.01.2012, 05:00 P.M
2	PART A	<ul style="list-style-type: none"> ▪ Technical and Commercial Bid 	16.01.2012, 11:00 A.M.
3	PART B	<ul style="list-style-type: none"> • Financial Bid strictly in the Format enclosed(Section V) Indicating Break up of Ex-works price, taxes & duties, Freight etc 	

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

4.00 Award Decision

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 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 citing any reason.
- 4.03 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.

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

4.05 **QTY VARIATION:** The purchaser reserves the rights to vary the quantity by (±) 30% of the tender quantity.

4.06 Bidders are requested to quote their lowest NO-REGRET prices since BRPL would prefer not to negotiate the prices further.

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. A bidder who violates the marketplace rules or engages 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.

6.00 Supplier Confidentiality

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

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

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. Any corrigendum/addendum/modifications in the tender documents shall be uploaded in website

	Technical	Commercial
Contact Person	Mr Krishnapura Sheshadri	Mr Ashok Gautam
Address	BSES Rajdhani Power Ltd , 5th Floor , 20, Nehru Place, New Delhi 110019	C&M Deptt. 1 st Floor , C-Block, BSES Rajdhani Power Ltd BSES Bhawan, Nehru Place, New Delhi 110019

However, in case, any bidder has already submitted his bid, he may submit modified bid in view of the changes/modifications/corrigendum in the tender document within the stipulated due date of submission. The modified bid envelope shall be duly marked as "MODIFIED/AMENDED BID" along with a declaration that all old bids as "NULL AND VOID". Other formalities shall remain same.

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

1.00 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 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

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 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

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:

- | | |
|--|----------------|
| (a) Request for Quotation (RFQ) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section - II |
| (c) Terms & Conditions of Contract (T&C) | - Section -III |
| (d) Delivery schedule | - Section IV |
| (e) Price Format | - Section V |

- (f) EMD BG Format - Section VI
- (g) Bid Form - Section VII
- (h) Technical Specifications (TS) - Section –VIII (13 Pages)

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 web site www.bsesdelhi.com and the same 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. The same shall be published as a corrigendum in website "www.bsesdelhi.com"

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 Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by authorized signatory.

9.0 **BID FORM**

9.01 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.

9.02 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 :

- (a) Banker's Cheque/Demand Draft/Pay Order drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for sixty(60) days after due date of submission drawn in favour of BSES Rajdhani Power Ltd

The EMD may be forfeited in case of:

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

10.0 BID PRICES (VARIABLE 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.
- 10.03 Prices quoted by the Bidder shall be "**Variable**" and subject to price adjustment during the performance of the Contract as per Price Variation (PV) Formulae subject to ceiling of (+) 20%. However there will be no ceiling on Minus (-) side
- 10.04 **The initial and final date for application of PV will be as per Circular of IEEMA on the 1st day of the month prior to month of due date of bid submission and on the 1st day of the month prior to month of date of material offered for inspection. The bidder shall submit supporting IEEMA Circular(s) along with his bid.**
- 10.05 Price Variation Formula
 $P_1 = P_0 + (AL_1 - AL_0) \times \text{Weight of Aluminium used in kg/km}$
Whereas P_0 = Original Ex-works price as per Purchase Order
 P_1 = Revised Ex-works price as adjusted in accordance to above formula

AL_1 = Prices Indices for EC Grade Aluminium Ingots as published by IEEMA in their circular of basic prices of raw material for insulated cables on 1st day of the month prior to the month of date of material offered for inspection.

AL_0 = Prices Indices for EC Grade Aluminium Ingots as published by IEEMA in their circular of basic prices of raw material for insulated cables on 1st day of the month prior to the month of due date of bid submission i.e as and on 01.01.2011.

- 10.06 Weight of Aluminium per KM of Cable for 1.1KV Grade of 4CX25, 2CX25 & 2x10 mm² cables shall be 270kg/km, 135kg/km & 55kg/km respectively.
- 10.07 In case the date(s) mentioned in the PV Formula are beyond the contractual delivery date, the date advantageous to the purchaser will form the basis of Price Variation

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 60 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

- 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-Attorney 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

BSES

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 Bid & EMD". The price bid shall be inside another sealed envelope with superscribed "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".

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date of submission.

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

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 subject to any corrigendum/addendum/modifications in the tender documents uploaded in website.

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. Purchaser may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 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 & qualifying 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) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

25.0 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 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.

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

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 10% (Ten 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:

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

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

SECTION – III: TERMS AND CONDITIONS

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 Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Suppliers" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03** "Supply" shall mean the Scope of Contract as described.
- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier". The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- 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

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 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 BRPL.

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

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

5.05 All in-house testing and inspection shall be done with out 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

5.06 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.

BSES

6.0 Packing, Packing List & Marking

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

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

7.01 Price basis for supply of materials

a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of Excise Duty, Sales Tax/VAT, Freight, any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

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

c) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

d) Purchaser shall issue Form 'C' wherever applicable and accordingly bidder to consider applicable taxes in the quoted price.

8.0 Terms of payment and billing

8.01 For Supply of Equipments:

100% payment shall be made within 45 days from the date of receipt of material at store/ site

8.02 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 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 for 60 days from the due date of submission. For awarded suppliers, the prices shall remain valid and firm till contract completion.

10.0 Performance Guarantee

10.01 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 ten percent (10%) 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..

10.02 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

11.01 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 BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

11.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL 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 60 months from the date of commissioning or 66 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:

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

17.02 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 Delhi in India

18.0 Events of Default

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

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

19.0 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

20.01 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 basic(ex-works) price for every week delay or part thereof for individual mile stone deliveries.

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

20.03 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.

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, incase of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

22.0 Force Majeure

22.01 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.

22.02 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.

- 22.03** 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.
- 22.04** 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.
- 22.05** 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.
- 22.06** 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.
- 22.07** 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.
- 22.08** 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.
- 22.09** 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."

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

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.

26.0 Indemnification

26.01 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

Sl. No.	Item Description	Specification	Total Qty.	Required Delivery Schedule	Destination
1	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 4X25 SQ.MM	SP-EWLP-01-R0 Rev 0	40 kms.	20 km per month	BRPL Stores/site Delhi
2	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2X25 SQ.MM	SP-EWLP-01-R0 Rev 0	110 kms.	30km per month	BRPL Stores/site Delhi
3	SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2X10 SQ.MM	SP-EWLP-01-R0 Rev 0	600 kms.	150km per month	BRPL Stores/site Delhi

SECTION – V: PRICE FORMAT

ITEM DESCRIPTION	QTY	UoM	UNIT EX-WORKS RATE	UNIT ED as applicable	UNIT CST AGAINST C FORM /VAT as applicable	UNIT FREIGHT	UNIT LANDED COST	TOTAL LANDED COST
SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 4X25 SQ.MM	40	KMs						
SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2X25 SQ.MM	110	KMs						
SUPPLY OF 1.1KV GRADE POWER CABLE OF SIZE 2X10 SQ.MM	600	KMs						

SECTION VI

BID FORM

To

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

Sir,

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

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum 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 under take 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 60 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 there of, shall constitute a binding contract between us.

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

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

Dated this..... day of..... 2011

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

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 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 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 Sixty (60) 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

COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	60 days from the date of offer	
2	Price basis	a) Variable , 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 BRPL scope	
3	Payment terms	100% payment within 45 days after receipt of material at stores	
4	Delivery schedule	As per Section IV	
5	Defect Liability period	60 months after commissioning or 66 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 of undelivered units	
7	Performance Bank Guarantee	10% 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	

CHECK LIST

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



Specification

LT Power Cables (Single & Multi-core)

Specification no : SP- EWLP- 01- R0

Prepared by		Checked by		Approved by		Revision	Date
Name	Sign.	Name	Sign.	Name	Sign.		
RA	<i>RA</i>	SD	<i>SD</i>	DG	<i>DG</i>	0	29 th Jan'2005

Index

1. General specification	3-7
2. Annexure A : Scope & Project specific details	8
3. Annexure B : General Technical Particulars for Multi core cable (GTP)	9-11
4. Appendix C : General Technical Particulars for Single core cable (GTP)	12-13

General Specification

1.0.0 Codes & Standards : The cables shall be designed, manufactured and tested in accordance with the following Indian & IEC standards.

National Standards

Indian Standards	
IS- 7098 Part-1	Cross linked polyethylene insulated PVC sheathed cables (For working voltage upto & including 1100 V)
IS 1554 Part-1	PVC insulated Cables
IS- 6474 : 1984	Polyethylene insulation & sheath of electric cables.
IS- 5831 : 1984	PVC insulation & sheath of electric cables.
IS- 10810 : 1984	Methods of test for cables.
IS- 8130 : 1984	Conductors for insulated electric cables and flexible cords.
IS- 3975 : 1988	Mild steel wires, formed wires and tapes for armouring of cables.

International Standards

IEC 228	Conductors of insulated cables. Guide to the dimensional limits of circular conductors.
IEC 331	Fire resisting characteristics of electric cables.
IEC 332 - 3	Tests on electric cables under fire conditions. Part 3: Tests on bunched wires or cables.
IEC 502	Extruded solid dielectric insulated power cables for rated voltages from 1kV to 30 kV.
IEC 754 - 1	Test on gases evolved during combustion of materials from cables. Part 1: Determination of the amount of halogen acid gas evolved during combustion of polymeric material taken from cables.
IEC 811 Pts 1 through 5	Common test methods for insulating and sheathing materials of electric cables.
IEC 885 Pts 1 through 3	Electric test methods for electric cables.
IEC 304	Standard colours for insulation for low frequency cables and wires.
IEC 227 01-1 through 6	PVC insulated cables of rated voltages up to and including 450/750 V.
IEC 1034 Pts 1 & 2	Measurement of smoke density of electric cables burning under defined conditions.
IEC 28	International Standard of Resistance for Copper
IEC 60840	Tests on extruded power cables

	Continue... Outer Sheath	d-5 : The drum progressive length of cable at every metre.
		d-6 : Name of buyer i.e. RELIANCE ENERGY
		d-7 : Month & Year of Manufacturing
2.1.7	Sealing of Cable end	Both ends of the cable shall be sealed with PVC Cap.
3.0.0	Cable Manufacturing Process	a) Sioplas
		b) Dry cure / Gas cure
4.0.0	Testing & Inspection	Tests shall be carried out in accordance with IEC / IS standards.
		a) Routine Test
		a-1 : Measurement of Electrical Resistance
		a-2 : HV Test with power frequency AC voltage
		a-3 : Measurement of IR
		b) Type Test
		b-1: Cables must be of type tested quality . Type test reports shall be submitted for the type, size & rating of cable offered along with bid.
		b-2 : If the manufacturer's lab is accredited by govt. /authorised body then it shall be acceptable for type testing.
		b-3 : Type test on one cable drum of each rating and type , from first lot, shall be conducted at Govt. approved / Internationally accredited labs.
		c) Acceptance test : Shall be conducted as per Cl.15.2 of IS 7098 Part-1 for each lot of cable
		d) Inspection
		d-1 :The Buyer reserves the right to witness all tests specified on completed cables
		d-2 : The Buyer reserves the right to inspect cables at the Sellers works at any time prior to dispatch, to prove compliance with the specifications.
		d-3 : In-process and final inspection call intimation shall be given in advance to purchaser.
		e) Test certificates: Three sets of complete test certificates (routine & acceptance tests) need to be submitted along with the delivery of cables.



5.0.0	Drawing, Data & Manuals	
5.0.1	To be submitted along with bid	The seller has to submit: a) Cross section drawing of cable b) Completely filled GTP c) Type test certificates d) Complete cable catalogue and Manual along with the bid.
5.0.2	After award of contract	Within 15 days, the seller has to submit four sets of above-mentioned drawings for buyer's approval.
5.0.3	Final As Built	6 sets hardcopy + One Soft copy of all documents including type test certificates
6.0.0	Drum Length & tolerance	500+ - 5% Mtr
6.0.1	Overall tolerance in cable length	+ - 2 %
6.0.2	Short length of cables	a) Minimum acceptable short length shall be above 100 Mtrs. Manufacturer shall be required to take prior approval from Engineering & Procurement for any short length supply. b) Manufacturer shall not be allowed to put two cable pieces of different short lengths in same cable drum.
7.0.0	Packing, Shipping, Handling & Storage	
	a) Drum Identification Labels	
		a-1 Drum identification number
		a-2 Cable voltage grade
		a-3 Cable code (e.g. A2XFY)
		a-4 Number of cores and cross sectional area
		a-5 Cable quantity (Metres)
		a-6 Purchase order number and SAP item code
		a-7 : Total weight of cable and drum (kg)
		a-8 : Manufacturer's & Buyer's name
		a-9 : Month & Year of Manufacturing
		a-10 : Direction of rotation of drum
		a-11 : Cable length initial reading & end reading shall be marked on drum. Cable starting end shall be taken out from winding to read this drum reading with proper sealing to protect against external damage.



	b) Shipping information	The seller shall give complete shipping information concerning the weight, size of each package.
	c) Transit damage	The seller shall be held responsible for all transit damage due to improper packing.
	d) Type of Drum	Wooden drums (The drums shall be with M.S. spindle plate with nut-bolts)
8.0.0	Quality Assurance	
8.0.1	Vendor quality plan	To be submitted for purchaser approval
8.0.2	Inspection points	To be mutually identified & agreed in quality plan
9.0.0	Progress reporting	
9.0.1	Outline Document	To be submitted for purchaser approval for outline of production, inspection, testing, inspection, packing, dispatch, documentation programme
9.0.2	Detailed Progress report	To be submitted to Purchaser once a month containing <ul style="list-style-type: none"> i) Progress on material procurement ii) Progress on fabrication (As applicable) iii) Progress on assembly (As applicable) iv) Progress on internal stage inspection v) Reason for any delay in total programme vi) Details of test failures if any in manufacturing stages vii) Progress on final box up Constraints / Forward path
10.0.0	Deviation	a) Deviations from this specification are only acceptable where the Seller has listed in his quotation the requirements he cannot, or does not, wish to comply with and the Buyer has accepted, in writing, the deviations before the order is placed. b) In the absence of a list of deviations, it will be assumed by the Buyer that the Seller complies fully with this specification.

Annexure – A

Scope & Project Specific Details

1.0.0 Scope

1.0.0	Scope	Design, manufacture, testing & supply of L.T. Power cables
2.0.0	Delivery Schedule	To be filled up on a case to case basis

2.0.0 Document Submission

Submission of drawings, calculations, catalogues, manuals, test reports shall be as follows

	Along with offer	For Approval after award of contract	Final after approval	Remarks
Drawings	3 copies (Typical drgs)	4 copies	6 copies + 1 soft copy in CD	See Clause 5.0.0 for details of required drawings
Calculations	3 copies (Typical)	4 copies		
Catalogues	1 copy			Type test and sample routine test reports
Test Report	2 copies			



Annexure- B

GUARANTEED TECHNICAL PARTICULARS (Multi-core)

(Standard Cable sizes are 2c x10, 4c x 10, 2c x25, 4cx25, 4c x50, 4c x150, 3.5 c x 300)

For each size /rating separate GTP need to be furnished

Sr.	Description	Buyer's requirement	Seller's data
	Purchase Req. No.	.....
	Guarantee Period: 5 Years	60/66 Months	
1.0	Make	.....
2.0	Type (AS PER IS)	A2XFY (Multicore)	
3.0	Voltage Grade (KV)	1.1	
4.0	Maximum Conductor temperature		
A	Continuos (° C)	90°C	
B	Short time (° C)	250°C	
5.0	Conductor		
A	Size (mm ²)	..... sq mm	
B	No. of wires in each conductor Nos.	As per Manufacturer standard	
C	Dia. of wires in each conductor before compaction (mm)	As per Manufacturer standard	
D	Shape of Conductor	As per Cl.2.1.1 (ii)	
E	Diameter over conductor mm	.....
F	Maximum Conductor resistance at 20 ° C (Ohm/Km)	As per Table 2 of IS 8130	
6.0	Insulation		
A	Nominal thickness (mm)	As per Table 3 of IS 7098 Part-1	
B	Minimum thickness (mm)	.....
C	Diameter over Insulation (mm) Approx.	.....
7.0	Inner Sheath		
A	Minimum thickness	As per Table 5 of IS 7098 Part-1	
B	Approx. dia. Over sheath (mm)- Apprx.	.....

Continue GTP Multi-core LT Power cable.....

8.0	Galvanised Steel Armour	As per Table 6 of IS 7098 Part-1	
A	Number of strips	As per Manufacturer Std.	
B	Size (Thickness x width) in mm	0.8 x 4	
C	Dia. over Armour – Approx.	....
9.0	Outer Sheath	As per Table 8 of IS 7098 Part-1	
A	Thickness (Minimum)	....
B	Colour	Yellow	
C	Weather proof paint (applicable for 2c x10 sqmm and 4c x 10 sqmm only)	....
10.0	Approx. overall dia. (mm)	....
11.0	Drum Length & tolerance	As per Spec.Cl. 6.0.0	
12.0	End Cap	Required	
13.0	Drums provide with MS Spindle plate & Nut bolts arrangement	Required	
14.0	Net Weight of cable (Kg/Km.) – Approx.	....
15.0	Continuous current rating for standard I.S. condition laid Direct		
	a) In ground 30° C Amps	....
	b) In duct 30° C Amps	....
	c) In Air 40° C Amps	....
16.0	Short circuit current for 1 sec of conductor. (KAmp)	....
17.0	Electrical Parameters at Maximum Operating temperature:		
A	Resistance (Ohm/Km) (AC Resistance)	....
B	Reactance at 50 C/s (Ohm/Km )	....
C	Impedance (Ohm/Km )	....
D	Capacitance (Micro farad / KM)	....
18.0	Recommended minimum bending radius	.... x O/D	



19.0	Derating factor for following Ambient Temperature in	Ground / Air	
	a) At 30° C		
	b) At 35° C		
	c) At 40° C		
	d) At 45° C		
	e) At 50° C		
20.0	Group factor for following Nos. of cables laid	Touching Trefoil	
	i) 3 Nos.		
	ii) 4 Nos.		
	iii) 5 Nos.		
	iv) 6 Nos.		
21.0	Process of Cross linking of Polyethylene	Sioplas / Dry cure / Gas Cure	

Annexure- C
GUARANTEED TECHNICAL PARTICULARS (Single Core)

(Separate GTP needs to be furnished for 500 & 630 sq mm cables)

Sr.	Description	Buyer's requirement	Seller's data
	Purchase Req. No.	-	
	Guarantee Period: 5 Years	60/66 Months	
1.0	Make	-	
2.0	Type	A2XY (Unarmoured)	
3.0	Voltage Grade (KV)	1.1 KV	
4.0	Maximum Conductor temperature		
A	Continuous (° C)	90°C	
B	Short time (° C)	250°C	
5.0	Conductor		
A	Size (mm ²)	500 / 630 sq mm	
B	No. of wires in each conductor Nos.	As per Manufacturer standard	
C	Dia. of wires in each conductor before compaction (mm)	As per Manufacturer standard	
D	Shape of conductor	Compacted Circular	
E	Diameter over conductor mm	--	
F	Maximum Conductor resistance at 20 ° C (Ohm/Km)	As per Table 2 of IS 8130	
6.0	Insulation	As per Table 3 of IS 7098 Part-1	
A	Nominal thickness (mm)	....
B	Minimum thickness (mm)	....
C	Diameter over Insulation (mm) Approx.	....
7.0	Inner Sheath	Not applicable	
8.0	Armour	Not required	
9.0	Outer Sheath		
A	Thickness (Min.)	As per Table 8 of IS 7098 Part-1	
B	Colour	Black	



10.0	Approx. Overall dia. (mm)	....
11.0	Drum Length & tolerance	500 Mtr. +- 5%	
12.0	End cap	Required	
13.0	Net Weight of cable (Kg/Km.) – Approx.	....
14.0	Continuous current rating for standard I.S. condition laid Direct		
	a) In ground 30° C Amps	....
	b) In duct 30° C Amps	....
	c) In Air 40° C Amps	....
15.0	Short circuit current for 1 sec of conductor. (KAmp)		
16.0	Electrical Parameters at Maximum Operating temperature:		
A	Resistance (Ohm/Km) (AC Resistance)		
B	Reactance at 50 C/s (Ohm/Km)		
C	Impedance (Ohm/Km)		
D	Capacitance (Micro Farad /KM)		
17.0	Recommended minimum bending radius	--- x O/D	
18.0	Derating factor for following Ambient Temperature in	Ground / Air	
	a) At 30° C		
	b) At 35° C		
	c) At 40° C		
	d) At 45° C		
	e) At 50° C		
19.0	Group factor for following Nos. of cables laid	Touching Trefoil	
i)	3 Nos.		
ii)	4 Nos.		
lii)	5 Nos.		
iv)	6 Nos.		
20.0	Recommended pressure for laying cable using power winch		
21.0	Process of Cross linking of Polyethylene	Sioplas / Dry cure / Gas Cure	