Tender Notification for

SUPPLY OF 9 MTRS (160 KG) & 11 MTRS (365 KG) PCC POLES

CMC/BR/18-19/FK/AN/677

Date: 09.06.2018

Due Date for Submission of Bids: 29.06.2018

BSES RAJDHANI POWER LTD (BRPL)
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number:
U74899DL2001PLC111527
Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833 Website: www.bsesdelhi.com

SECTION - I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

BRPL invites sealed tenders in 2 envelopes for SUPPLY OF 9 MTR 160 KG & 11 MTR 365 KG PCC POLES from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly super scribed as — "BID FOR SUPPLY OF 9 MTR (160 KG) & 11 MTR (365 KG) PCC POLES "NIT NO CMC/BR/18-19/FK/AN/677 DUE ON 29.06.2018, 15:30HRS"

SI NO	Item Description	Technical	Estimated	Quantity	Delivery At
		Specification	Cost		
1	SUPPLY OF 9 MTR	GN101-03-		10600 Nos	Delhi
	(160 KG) PCC POLES	SP-22-01			Stores/Site
	,		5.04		
			5.24		
2	SUPPLY OF 11 MTR	GN101-03-	Crores	1850 Nos	Delhi
	(365 KG) PCC POLES	SP-23-01			Stores/Site
	,				

1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non refundable demand draft/Pay Order of Rs.1180/- in favour of BSES RAJDHANI POWER LTD, payable at New Delhi. The tender documents and detail terms & conditions can also be downloaded from the website www.bsesdelhi.com-->Tenders-->BSES Rajdhani Power Ltd→Open Tenders.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription —"Cost of Bid Documents: Tender **Notice Ref: CMC/BR/18-19/FK/AN/677".**This envelope should accompany the Bid Documents.

1.03 Offers will be received at 15:30Hrs. on dt 29.06.2018 as indicated earlier and will be opened on 29.06.2018 at 1600 Hrs 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, 1st FLOOR, 'C' BLOCK, CONTRACTS & MATERIALS DEPARTMENT, BSES RAJDHANI POWER LTD, 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 (±) 30% at the time of placing purchase orders.
- **1.05** Tender will be summarily rejected if:
 - (i) **Earnest Money Deposit (EMD)** of value **INR 5,24,000/-** is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
 - (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 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.

- a. The bidders must be a manufacturer of PCC Poles and should have proper inhouse testing facility.
- b. Bidder should have Average Annual Sales Turnover of Rs 2.00 Crores or more in last 3 Years in the business related to supply of PCC poles.
- c. The bidder should have qualified technical and dedicated QA personnel at various stages of manufacture & testing.
- d. The Bidder should have supplied at least 4500 Nos of PCC Poles of 9 Mtr 160 kg and 11 Mtr 365 kg any major utilities/SEB's in last 3 years. Bidders to submit the copies of purchase orders.
- e. The Bidder must posses valid ISO 9001:2000 certification and must posses valid BIS Licence.
- g In case of new bidders (not enlisted in BSES), Factory Inspection & evaluation shall be carried out to ascertain bidders manufacturing capabilities and quality procedures. BRPL reserves the right to assess the capabilities /installed capacity
- h Bidders already qualified against previous tenders for similar requirement need not submit the documents in support of qualification criteria.
- An undertaking (Self Certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm that there is no pending litigation with government on account of executing similar order.

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 respond to the clarifications raised by various bidders and the same will be intimated to all participating bidders through website.

3.01 BID SUBMISSION

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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

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

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

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

3.02 Time Schedule of the bidding process

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

S No	Steps	Date
1	Last Date of sale of bid documents	26.06.2018,15:00Hrs
2	Last date of Queries, if any	27.06.2018,15:00Hrs
3	Last date of receipt of bid documents	29.06.2018,15:30Hrs
4	Date & time of opening of tender – Part A	29.06.2018,16:00Hrs

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

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Financial Bid

Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-A Technical Particulars & 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.

Bidders are requested to submit the bid in one Original plus one copy in duplicate

<u>The Part –I</u> 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. b). Qualified bidders will be intimated after technical evaluation of all the bids is completed.

<u>Part –II Financial Bid</u>: 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.

Not withstanding 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.

Part -III: E- Bidding and Reverse Auction through SAP-SRM Module

Purchase reserves the right to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are techno-commercial qualified on the basis of tender requirements shall participate in reverse auction.

Not withstanding 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.

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 In the event of your bid being selected by purchaser (and / or its affiliates) and your 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 RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BSES RAJDHANI POWER LTD reserves the right to award other suppliers who are found fit.
- 4.04 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders.

If the quantity is to be split, quantity distribution shall be in the manner detailed below:

- a) If the quantity is to be split among 2 bidders, it will be done in the ratio of 60:40 on L1 price.
- b) It the quantity is to be split among 3 bidders, it will be done in the ratio of 40:30:30 on L1 price.

Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (3) bidders.

- 4.05 **QTY VARIATION**: The purchaser reserves the rights to vary the quantity by (±) 30% of the tender quantity.
- 4.06 **Repeat Order**: BRPL reserves the right to place repeat order at the same rates & terms and conditions as per this tender against additional requirement subject to mutual agreement between BRPL & supplier

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/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

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

	Technical	Commercial
Contact Name	Mr. Sheshadri Krishnapura Copy to :Mr. Sreedhar Venkat	Mr. Sreedhar Venkat
Address	BSES RAJDHANI Power Ltd , 5th Floor , 20 No Building, Nehru Place, New Delhi 110019	1 st Floor, C-Block, BSES Bhawan Nehru Place , New Delhi -111019
Email Id	Sheshadri.Krishnapura@relianceada.com	Sreedhar.Venkat@relianceada.com

SECTION – II INSTRUCTION TO BIDDERS (ITB)

A. **GENERAL**

1.0 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 different types of Meter's as notified earlier in this bid Document.

2.0 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/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 a rising 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.

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:

(a) Request for Quotation (RFQ) - Section - I (b) Instructions to Bidders (ITB) -Section - II (c) Terms & Conditions of Contract - Section -III (d) Delivery Schedule -Section -IV (e) Price Format -Section - V (f) EMD BG Format -Section - VI (g) Bid Form -Section -- VII (e) Technical Specifications (TS) -Section -VIII

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

6.00 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01,and it will be notified in website 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
- 6.04 Purchaser shall reserve the rights to following
- a) extend due date of submission
- b) modify tender document in part/whole
- c) cancel the entire tender
- **6.05** Bidders are requested to visit website regularly for any modification/clarification/corrigendum/addendum of the bid documents.

C. **PREPARATION OF BIDS**

7.0 **LANGUAGE OF BID**

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

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 the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in 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 Ninety (90) 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

- 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 (RS) Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 90 days from the due date of submission of the bid .

12.02 Notwithstanding Clause12.01 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 **ALERNATIVE 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 Clause9.0), clearly marked "Original Bid", plus one duplicate copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses15.0 and16.0. 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**

- 15.01 Bid submission: One original & one duplicate 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.

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 no later than the due date specified earlier
- 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. 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 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

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- 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 of 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 toward 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 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 <u>LETTER OF INTENT/ NOTIFICATION OF AWARD</u>

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 with in 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 5% (Five percent) of the Contract Price. The Performance Bond shall be valid for a period of 12 months from the date of last dispatch and 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 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 :: TERMS & 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 LTD 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 BSES RAJDHANI POWER LTD 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:
 - 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 supplying, 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 BSES RAJDHANI POWER LTD.
- 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 shipping release by the Purchaser.
- 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. However before despatching the poles, test for strength of concrete / core test to be conducted on each prepared lot by National council of building material (NCBM) Ballabhgarh, Faridabad, Haryana in presence of BRPL representative required to be done. Cost for such testing to be borne by the supplier.
- 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.

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 to BSES RAJDHANI POWER LTD 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 eight) 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.

For Supply to BSES RAJDHANI POWER LTD Delhi the price shall be inclusive of packing, forwarding, Excise Duty, Sales Taxes, VAT 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 BRPL Delhi /New Delhi stores/site.

Transit and storage insurance will be arranged by BSES RAJDHANI POWER LTD, however bidder to furnish required details in advance for arranging the same by BSES RAJDHANI POWER LTD.

Purchaser shall issue Form 'C' 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 as mentioned earlier, the prices shall remain valid and firm till contract Completion.

10.0 PERFORMANCE BANK 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 favour of BRPL 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 12 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 BSES RAJDHANI POWER LTD 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.

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

12.0 RELEASE

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

13.0 WARRANTY/DEFECTS LIABILITY PERIOD

13.01 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 12 months from the date of commissioning or 18 months from the last 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.

BSES RAJDHANI POWER LTD shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BSES RAJDHANI POWER LTD may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BSES RAJDHANI POWER LTD, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BSES RAJDHANI POWER LTD 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. BSES RAJDHANI POWER LTD may set off such costs against any amounts payable by BSES RAJDHANI POWER LTD to Supplier. Supplier shall reimburse BSES RAJDHANI POWER LTD 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 issue of the Letter of Acceptance 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 Mumbai 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 BSES RAJDHANI POWER LTD

19.0 CONSEQUENCES OF DEFAULT.

- (a) If an Event of Default shall occur and be continuing, BSES RAJDHANI POWER LTD may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BSES RAJDHANI POWER LTD 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 BSES RAJDHANI POWER LTD 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 contract 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 contract 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.

The company reserves the right to review/change the terms & conditions of the Purchase Order/Work Order prospectively w.e.f. the date of implementation of GST to give effect/take care the impact of GST, if required.

22.0 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.

- Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.
- Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.
- 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.
- 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 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.

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

SI No	Item Description	Specification	Total Qty	Delivery	Destination
				Schedule	
1	SUPPLY OF 9 MTR (160 KG), PCC POLES	GN101-03- SP-22-00	10600 Nos	2-3months from the date of PO (Receipt at BRPL Delhi stores)	BRPL Stores/site Delhi
2	SUPPLY OF 11 MTR (365 KG), PCC POLES	GN101-03- SP-23-00	1850 Nos	2-3months from the date of PO (Receipt at BRPL Delhi stores)	BRPL Stores/site Delhi

SECTION – V: PRICE FORMAT

Item Description	Qty	UOM	Ex Works Price	Unit ED as applicable	Unit CST against C form/VAT as applicable	Unit Freight	Unit Landed Rate	Total Landed Rate
SUPPLY OF 9	10600							
MTR (160 KG), PCC POLES	Nos							
SUPPLY OF 11	1850							
MTR (365 KG), PCC POLES	Nos							

SECTION VI: BID FORM

Tο Head of Department Contracts & Material Deptt. BSES Raidhani Power Ltd 1st Floor, C Block BSES Bhawan, Nehru Place New Delhi 110019 1 We understand that BRPL is desirous of procuring of in it's licensed distribution network area in Delhi 2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications 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 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. Signature...... In the capacity ofduly authorized to sign for and on behalf of

(IN BLOCK CAPITALS).....

FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All bidders who are techno-commercially qualified on the basis of tender requirements shall participate in the reverse auction. The following terms and conditions are deemed as accepted by the bidder on participation in the bid:-

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

Section -VII

FORMAT FOR EMD BANK GUARANTEE

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

Whereas [name of the Bidder](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 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 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
of20

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/GENERAL 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 conditions, specifying the occurred condition or condition s.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the bank)

Signature of the witness

COMMERCIAL TERMS AND CONDITIONS

SI No	Item Description	As per BRPL	Bidders Confirmation
1	Validity	90 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 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	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 contract	
		value	
7	Performance Bank	5% of total PO value valid for 12	
	Guarantee	months from the last date of dispatch,	
		whichever is earlier plus 3 months	
		towards claim period	

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

GENERAL INFORMATION	
NAME OF COMPANY	
POSTAL ADDRESS	

FOR TECHNICAL QUERY			
Contact Person & Designation	Name	Designation	
E Mail	Mobile No	Telephone No	

FOR COMMERCIAL QUERY		
Contact Person & Designation	Name	Designation
E Mail	Mobile No	Telephone No

CHECK LIST

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

SECTION -VIII: TECHNICAL SPECIFICATIONS (TS)

TECHNICAL SPECIFICATION
FOR
PSC POLE 9 & 11 METER

BSES RAJDHANI POWER LTD.				
Prepared by	Naved Ahmad		Date:	20/04/2018
Reviewed by	Amit Tomar		Revision	01
Approved by	K.Sheshadri		No of Pages	19

Registered Office:BSES Bhawan, Nehru Place, New Delhi-110019

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1. Scope of supply:

This specification covers the design, manufacturing and testing of 9M & design load of 160 Kg & 11M long design load of 365 Kg, rectangular shaped, solid pre-stressed cement concrete poles.

2. Codes and Standards:

The poles shall conform to following standards in all respect. Poles meeting any other authoritative standards which ensure better quality than the standard mentioned below may also be accepted.

Sl.no	Indian Standard	Title
i	IS 8112	For 43 grade Ordinary Portland cement
ii	IS 6003	Wire for prestress concrete
iii	IS 12269	For 53 grade Ordinary Portland cement
iv	IS 2386	Test for aggregate
V	IS 456	Plain and RCC code for practice
vi	IS 1199	Method of sampling and testing of concrete
vii	REC manual and IE rules	Manual for solid PSC pole
viii	IS 1678	Specification for pre-stressed concrete poles for overhead, power traction and telecommunication lines
ix	IS 2905	Method of test for concrete poles for overhead power and Telecommunication lines.
X	IS 7321	Code of practice for selection, handling and erection of concrete poles for overhead power and telecommunication lines.
xi	IS 1785	Code of practice for selection, handling and erection of concrete poles for overhead power and telecommunication lines.
xii	IS 1343	Code of practice for pre stressed concrete
xii	IS 9103:1999	Concrete Admixtures.
xiv		IE Rules and Electricity Act 2003
xv	IS: 516 & IS: 456	Method of tests for strength of concrete

3. System Particulars:

3.1. The PSC Pole procured through this specification shall be utilised by BSES for electrification at LT level. 9M & 11MPSC pole will be utilised for stringing ACSR wolf conductor, LT Aerial bunched cable of 150mm2. The PSC pole shall be designed and manufactured to work satisfactorily under normal working conditions.

3.2 Climatic Conditions of system:

Sl.no	Indian Standard	Title
i	Design maximum ambient air temperature	50 deg.
ii	Minimum ambient air temperature in shade	0°C
iii	Relative humidity	100% max. 10% min

iv	Average no. of rainy days	60
v	Wind load up to 10 meter elevation.	120 kg/sq mm
vi	Average no. of thunder storm per annum	50
vii	Seismic level	0.33 g.
viii	Average annual rainfall	1200 mm.

4. Principal Parameters:

4.1. Type and Rating for 9M Pole

9 Meter long rectangular shaped solid pre stressed cement concrete poles for working load of 160 Kg with factor of safety as 2.5 with following dimensions.

4.2. Type and Rating for 11M Pole

11 Meter long rectangular shaped solid pre stressed cement concrete poles for working load of 365 Kg with factor of safety as 2.5 with following dimensions.

Sl.no	Parameters	Requirement for 9M	Requirement for 11M
i	Bottom	263mm	354
ii	Тор	145mm	203
iii	Depth(Top & Bottom)	114 mm	152
iv	Configuration type	As per REC manual no. 15/197	9

5. Materials Requirement:

The following guidelines shall be followed for Raw material used for manufacturing of PSC poles.

5.1. Cement:

The cement used in manufacturing of pre stressed concrete poles shall be 43 grade ordinary Portland cement conforming to IS: 8112/1976 or IS: 8041-1978 (Specification for rapid hardening Portland cement) or Portland slag cement conforming to IS: 455 but with not more than 50% slag cement or 53 grade ordinary Portland cement conforming to IS12269 of make

Binani, Aditya Birla, Ultratech and Shree cement.

5.2. Aggregates:

Aggregates used for the manufacture of pre stressed concrete poles shall conform to IS 383/1970 (specification for coarse and fine aggregates from natural sources for Concrete).

The nominal maximum size of coarse aggregates shall not exceed 12mm. Only coarse sand of FM not less than 2.5 is permissible.

5.3. Water:

Water should be free from chlorides other salts and organic matter. Water with desired Ph value fit for construction as per IS 456 shall be used.

5.4. Admixtures:

The admixtures like calcium chlorides or other chlorides and salts which promotes corrosion of pre stressing steel shall not be used .The admixtures shall conform to IS 9103.

5.5. Pre stressing steel:

The pre stressing steel wires including those used as un-tensioned wires should conform to IS:1785 Part-1 (1983) (Specification for plain hard drawn steel wire) or IS: 60031 1983 (Specification for indented wire for pre stressed concrete). The high tensile steel wires shall have minimum tensile strength of 171.5 Kg/ sq mm with a diameter of 4mm. Nominal mass of the wire shall be 98.9 g/m. The minimum elongation shall be 3%. TATA Steel make/Ushamartin/Bajrang or any other steel make approved by BSES are acceptable

5.6. Concrete mix:

The concrete mix M40 grade shall be designed to the requirements laid down for controlled concrete (also called design *mix* concrete) as per IS: 1343 (Code of practice for pre stressed concrete) and IS:456 (code of practice for pre stressed concrete) subject to following special conditions:-

- (a) Minimum working cube strength at 28 days should be at least 400 kg / sq cm.
- (b) The mix should contain at least 380 kg cement per cubic meter of concrete.
- (c) The concrete strength at transfer should be at least 245 kg/ sq cm.

5.7. Reinforcement:

The reinforcing bars and wires used for manufacturing of pre stressed cement concrete poles shall conform to the following Indian standards.

- i) Mild steel bars conforming to IS:432 Pt-I and Pt-II
- ii) High tensile steel wires conforming to IS: 1785.

6. Technical requirements:

6.1. Design requirements:

The poles shall be designed for the following requirements:

- a) The poles shall be planted directly in the ground with a planting depth of 1.5 meter for 9M and 1.8meter for 11M
- Marking of planting depth shall be provided on each pole.
- b) The working load (for 9M-160Kg applied at 0.6M from top & for 11M-365Kg applied at 0.6M from top) on the poles should correspond to those that are likely to come on the pole during their service life.
- c) The factor of safety shall not be less than 2.5.
- d) The factor of safety against first crack load shall be 1.
- e) The ultimate moment capacity in the longitudinal direction should be at least one fourth of that in the transverse direction.
- f) The maximum compressive stress in concrete at the time of transfer of pre stress should be 0.8 times the cube strength.
- g) The concrete strength at transfer shall not be less than half of the 28 days strength ensured in the design.
- h) Welding of pre-stressing wire is not allowed.
- The vendor shall have hydraulic arrangement for tensioning the wires. A calibrated dynamo meter shall also be used.
- i) The pre tensioning of wire shall be as per IS 1343.

6.2. Marking:

Pole plate shall be designed & embedded on the pole surface at the time of casting of the pole as per attached drawing.

The pole plates shall be installed on major axis at a height of 3 mtr from the bottom of the pole in 9 mtr pole and 3.3 mtr from bottom of the pole in 11mtr pole which should be clearly visible/readable/legible.

Following details shall be mention on the plate.



Sl.no	Parameters	Remarks
1	Size of Plate	100x80 mm
2	Thickness of Plate	1.5 mm
3	Material of Plate	Aluminium
4	Logo	First Line: BSES (Red Color) Second line :PROPERTY OF BSES RAJDHANI POWER LTD
5	Name of the Manufacture	M/s XXXXXX
6	Type of Pole	9 MTR 160 Kg PSC Pole OR 11MTR 365 Kg
7	P.O No & Date	As per BRPL
8	Serial No	Pole Serial No shall be started from 0001 and continue to P.O order
9	Month and Year of Mfg	As per BRPL
10	BRPL serial no.	

Additional Requirements

- In depth length (inside FGL) shall be of different colour
- Base & top of the pole shall be painted with non corrosive paint.
- Two sides of minor axis of the pole shall be marked Yellow (170-175mm strips) for pole tagging

7. Testing Requirements:

(A) Transverse Strength Test:-

- a) Poles made from ordinary Portland cement shall be tested only on the completion of 28 days and poles made from rapid-hardening cement only on completion of 14 days, after the day of manufacture.
- b) The pole may be tested in either horizontal or vertical position. If tested in horizontal position, provision shall be made to compensate for the overhanging weight of the pole, for this purpose the over-hanging portion of the pole may be supported on a movable trolley or similar device.
- c) The pole shall be rigidly supported at the butt end for a distance equal to the agreed depth of planting i.e. 1.5 M for 9M & 1.8 for 11M
- d) Load shall be applied at a point 600 mm from the top of the pole and shall be



steadily and gradually increased to design value of the transverse load at first crack. The deflection at this load shall be measured. A PSC pole shall be deemed not to have passed the test if visible cracks appear at a stage prior to the application of the designed transverse load, and held up for 2 minutes. This procedure shall be repeated until the load reaches the value of 80 percent of the minimum ultimate transverse load and thereafter increased by 5 percent of the minimum ultimate transverse load until failure occurs. Each time the load is applied to pre stressed concrete pole at the point of failure shall be measured to the nearest 5 KGs. The pole shall be deemed not to have passed the test if the observed ultimate transverse load is less than the design ultimate transverse load.

e) The loading machine should have provision of dial gauge reading

The equipment shall have all the following features:

Sl.no	Parameters	Required
i	Type test	Cube test, material test certificate accordance; with relevant IS, shall be submitted along with technical bid
ii	Witness	On receipt of order, type test on sample selected by BSES from first lot shall be carried by vendor. The same shall be witnessed by BSES
iii		Representative. Type test shall be carried out from any Govt approved lab. However vendor need not carry out type test on the model if the same has been carried out within last five years (from date of purchase enquiry)
iv	Acceptance and Routine test	Acceptance and Routine test certificates In accordance with relevant IS, shall be submitted with every call for inspection
v	Witness	Acceptance and routine tests for lot offered shall be carried out in presence of BSES representative. Vendor shall give inspection call fifteen days in advance.

8. Sampling and Inspection:-

The no. of poles to be selected from a lot or sub-lot shall depend upon its size and shall be in accordance with following table.

Sl.no	No. of poles in a lot	Sample size	Dimensional requirements (Acceptance numbers)	Transverse strength test	Transverse Strength Ultimate
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i	Up to 100	10	1	2	1
ii	Up to 200	15	1	3	1
iii	Up to 300	20	2	4	1
iv	Up to 400	30	3	5	2

9. Pre-Dispatch Inspection:-

Equipment shall be subjected to inspection by authorized representative of BSES. Inspection may be made at any stage of manufacture at the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material is liable to rejection. Supplier shall grant free access to the place of manufacture to 'BSES' representative at all times when the work is in progress. Such type of inspection shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC issued by BSES. Following documents shall be sent along with material.

- a) Test Reports
- b) MDCC issued by BSES
- c) Invoice in duplicate
- d) Packing list
- e) Drawings & Catalogue
- f) Delivery Challan
- g) Other documents (if applicable)
- h) Calibration Report for batch plant

10. Inspection after receipt at Store:-

i- The material receive by BSES store will be inspected or acceptance and shall be liable for rejection, if found different from the reports of the pre dispatch inspection.

11. Packing:-

Supplier shall ensure that all the equipment covered under this specification shall be prepared for rail/ road transport in a manner so as to protect the equipment from damage.

12. Quality Assurance Plan:-



The bidder shall submit with the offer Quality Assurance Plan indicating the various stages of inspection, the tests & checks which will be carried out on the material of construction, components during manufacture & bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage & final inspection within the parameters of the delivery schedule shall be furnished. During casting vendor will inform CES Dept.

Test for strength of concrete / Core test to be conducted on **each prepared lot size** of 9mtr/11mtr PSC poles by National council of Building Material (NCBM) Ballabhgarh Faridabad (Haryana) and the test shall be witnessed by BRPL representatives.

Lot size:

- i- Min. qty shall be 500 nos for Inspection for 9mtr PSC pole and 200 nos for 11mtr PSC pole
- ii- Based on the NCBM test result core strength of PSC poles shall be defined as per below table

Mixed concrete grade

Sl.no	Grade of Concreate	Remark
1	Average of three sample of core > M40	Passed
2	Average of three sample of core between M34 to M40	Pro-rata basis detection of Lot
3	Average of three sample of core < M34	Rejection of complete lot

Iii. Avg. of three samples shall not be less than M40

12.1 Following test / document shall be carried out / reviewed during visit from the lot offered by the vendor selected randomly.

- 1. Transverse axial load test
- 2. Uprightness test
- 3. Dimensional test
- 4. Cube test as per BSES approved Lab
- 5. Tensile strength test of wire as per BSES approved Lab
- 6. Mix-design report



- 7. Material test report
- 8. Core test by NCBM

13. Testing facilities:-

Supplier/ manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant standards. Purchaser has the right to get the test carried out from an NABL Approved Lab and to inspect the vendor works any time with or without prior intimation during manufacturing of poles.

14. Manufacturing Activities:-

The successful bidder will have to submit the bar chart for various manufacturing activities clearly mentioning each stage, with quantity. This bar chart should be in line with the QAP submitted with the offer. This bar chart will have to be submitted within 15 days from the release of the order.

ANNEXURE: A- Guaranteed Technical Particulars for 9 meter, 160 kg psc pole. Bidder to submit hard copy duly filled and signed along with offer.

Sl.no	Description	Units	BSES Requirement	As furnished by vendor
i	Name of the Manufacturer			
ii	Over all length of pole	Meter	9	
iii	Depth of plantation	Meter	1.5	
iv	Weight of the pole in Kg	Kg	500	
v	Factor of safety		2.5	
vi	Working load applied at 600mm from top	Kg	160	
vii	Dimensions of pole			
a	Top Width	mm	145	
b	Bottom Width	Mm	263	
С	Depth (Top & Bottom)	mm	114	
viii	Tolerance on length	mm	+/- 15	
ix	Tolerance X-section	mm	+/- 5	
X	Tolerance on length uprightness of pole	%	0.5	
xi	Concrete grade		M-40	
xii	Max. size of aggregates	mm	12	
xiii	Concrete Quantity/Pole	cum	0.209	

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Sl.no	Description	Units	BSES Requirement	As furnished by vendor
xiv	No. of tensioned wire per Pole		20	
XV	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre	pre-Kg/ Sq mm	171.5	
	tensioned wire			
xvii	Clear cover to main reinforcement			
a	top	mm	30	
b	bottom	mm	30	
С	Side	mm	30	
xviii	Quantity of steel/Pole	Kg	19	
xiv	No. of Stirrups /Pole	No.	14	
XX	Earthing wire	A continuous length of 4 mm Dia GI wire embedded in concrete projected 100 mm at 250 mm from top and 150 mm below ground level		

ANNEXURE: B- Guaranteed Technical Particulars for 11 meter, 365 kg psc pole

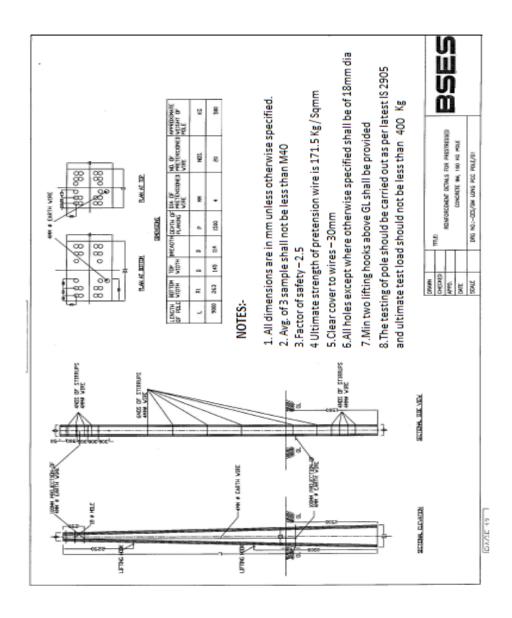
Sl.no.	Description	Units	BSES Requirement	As furnished by vendor
i	Name of the Manufacturer			
ii	Overall length of pole	Meter	11	
iii	Depth of plantation	Meter	1.8	
iv	Weight of the pole in Kg	Kg	1118	
V	Factor of safety		2.5	
vi	Working load applied at 600mm from top	Kg	365	
vii	Dimensions of pole			
a	Top Width	mm	203	
b	Bottom Width	Mm	354	
С	Depth (Top & Bottom)	mm	152	
viii	Tolerance on length	mm	+/- 15	
ix	Tolerance X-section	mm	+/- 5	
х	Tolerance on length uprightness of pole	%	0.5	



Sl.no.	Description	Units	BSES Requirement	As furnished by vendor
xi	Concrete grade		M-40	
xii	Max. size of aggregates	mm	12	
xiii	Concrete Quantity/Pole	cum	0.465	
xiv	No. of tensioned wire per Pole		36	
XV	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre	pre-Kg/ Sq mm	171.5	
	tensioned wire			
xvii	Clear cover to main reinforcement			
a	top	mm	30	
b	bottom	mm	30	
c	Side	mm	30	
xviii	Quantity of steel/Pole	Kg	41	
xiv	No. of Stirrups /Pole	No.	16	
XX	Earthing wire	A continuous length of 4 mm Dia GI wire embedded in concrete projected 100 mm at 250 mm from top and 150 mm below ground level		

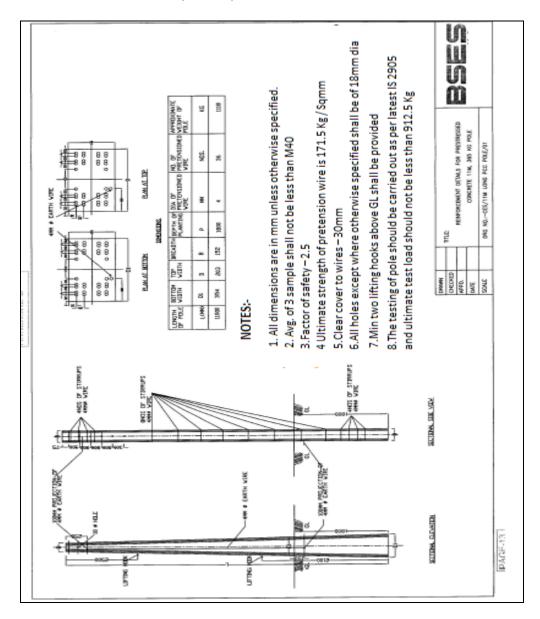


DETAILS OF 09MTRS (160KG) POLE



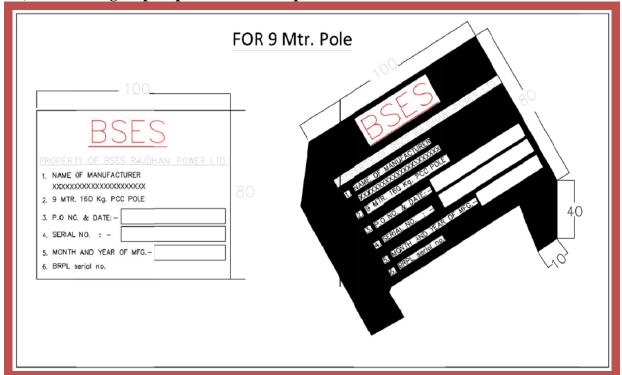


DETAILS OF 11MTRS (365KG) POLE

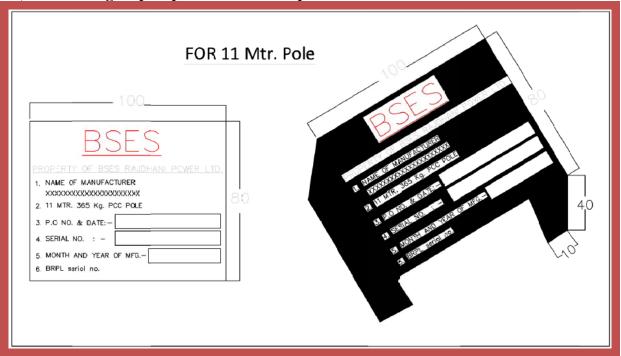




a) Drawing of pole plate for 9 meter pole

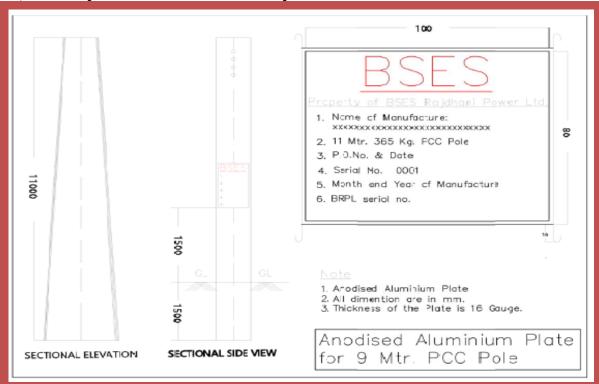


b) Drawing of pole plate for 11 meter pole





a) Pole plate installation on 9 meter pole



b) Pole plate installation on 11 meter pole

