



BSES Rajdhani Power Ltd.

**TENDER NOTIFICATION
FOR
RATE CONTRACT FOR REPLACEMENT OF NON-STAR AC
BY BEE 5 STAR RATED AIR-CONDITIONERS OF BRPL
CONSUMERS.**

NIT NO: CMC/BR/20-21/SV/RS/MS/857

Due Date for Submission: 08.06.2020 15:00 hrs

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U74899DL2001PLC111527
Telephone Number: +91 11 3009 9999
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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

Sealed Tenders are invited in Two Bid System from interested Bidders for entering into a rate contract valid for one year for below mentioned item:

S.NO	Description	Estimated Cost (in Rs)	EMD	Tender Fee
1	Rate contract for replacement of non star Air Conditioners by BEE 5 star rated ACs of BRPL Consumers	17 Crores	3,40,000/-	1180/-

Non- Transferable tender documents may be purchased by interested eligible bidders from address given below, on submission of written application to the under mentioned and upon payment of non-refundable fee of Rs.1180/- as cost of bid documents in the form of demand draft / Banker's Cheque drawn in favor of " BSES Rajdhani Power Ltd", payable at Delhi.

The bids shall be addressed to:

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

3.02 TIME SCHEDULE

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

S. No.	Steps	Date
1	Floating of NIT	16.05.2020
2	Pre Bid Meeting	20.05.2020, 1500 Hrs on Webex, please contact on brpl.eauction@relianceada.com for prebid meeting before 20.05.2020.
3	Last date of sale of bid documents	07.06.2020 1500Hrs
4	Last date of receipt of bid documents	08.06.2020 1500Hrs
5	Date & time of opening of tender – Part A	08.06.2020 1600Hrs
6	Date & Time of opening of Part B of qualified bidders	Successful bidders will be intimated through website/e-mail

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

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) 50% at the time of placing purchase orders.

Tender will be summarily rejected if:

- (i) **Earnest Money Deposit (EMD)** of value **INR 3,40,000/-** is not deposited in shape of Demand Draft/Pay Order/Banker's Cheque/BG drawn in favor 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 Mandatory document required along with the bid:-

- 1. EMD of requisite value as mentioned above.
- 2. Tender Fee demand draft in case tender is downloaded from website.
- 3. Duly signed copy of TENDER as an acceptance to all terms and conditions as mentioned in this TENDER.
- 4. Balance Sheet as mentioned in Qualification Criteria.
- 5. Work executed details as per Qualification Requirement along with supporting documents.
- 6. BEE 5 star rating certificate of each model of ACs, Type Test details along with a sample of each item as specified at Annexure I (if applicable)
- 7. Schedule of Deviations as per attached sheet.
- 8. Commercial specification details as per attached sheet.
- 9. Proper authorization letter to sign the tender on the behalf of bidder shall accompany the bid.

Please note that in absence of any of the above documents bid is liable to be rejected.

2.1 Deviation from Tender

Bidder shall necessarily submit a signed and stamped copy of this TENDER (in original) as a token of acceptance of all the terms and conditions of this TENDER. Replication of this TENDER on bidders' document shall not be acceptable. Normally no deviation is accepted to TENDER document supplied with the bid & bid with deviation is liable to be rejected. However, in case of any deviations to this TENDER, all such deviations shall be furnished by the bidders in the Schedule of Deviations attached as Annexure III and submit the same as a part of the Technical Bid.

2.2 Right of Acceptance/Rejection

Bids would be rejected in absence of following documents:-

- 1. EMD of requisite value
- 2. Tender fee of requisite value
- 3. The offer does not contain prices indicating break up towards all taxes & duties
- 4. Complete technical details are not enclosed
- 5. Tender is received after due date and time
- 6. Tender is not received as per terms and conditions of tender

BRPL reserves the right to accept/reject any or all the bids without assigning any reason thereof, Joint venture bids are not allowed.

2.3 Qualification Criteria

The bidder should be OEM as mentioned Annexure I and should have average annual financial turnover during last three years i.e, FY 17-18, FY 18-19 & FY 19-20 not less than Rs. 10 Crores.

The bidder should have wide network of authorized dealers in BRPL area of operation.

Please note: Company reserves the right to carryout technical capability/infrastructure assessment of the bidders by the factory/office inspection or by any other means and company's decision shall be final in this regard.

2.4 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.

2.5 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.

2.6 Evaluation Criteria

The bid will be evaluated technically on the compliance to tender terms & conditions.

The bids will be evaluated commercially on overall lowest as calculated in the schedule of items i.e., price bid (Section V)/ Annexure of Technical Specification. BRPL reserves the right to split the order among more than one bidder. Hence, all bidders are advised to quote their most competitive rates against each line item.

Bidder has to mandatorily quote against each item of schedule of items i.e., price bid (Section V). Failing to do so BRPL may reject the bids.

3.0 Submission of Bid documents

The Tender must be complete in all respect.

1. Conditional Tender's, telegraphic through telex fax tenders, tenders not in prescribed format **shall not** be accepted.
2. 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 (in duplicate)

▪ EMD of Rs-3,40,000/-(Rupees Three lakhs forty thousands) valid for 120 days from the due date of bid submission in the form of Demand Draft/Pay Order/Banker's Cheque/BG favoring BSES Rajdhani Power Ltd payable at Delhi.

- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website

- Documentary evidence in support of qualifying criteria
- Catalogue/Technical details of quoted model of Air Conditioners
- 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

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

4.0 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 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 will 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 (\pm) 50% 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.
- 4.07 **The rate contract shall have a validity period of 12 months from the date of LOI/PO issued to the responsive, techno-commercially acceptable and evaluated to be lowest bidder.**

5.0 Supplier Confidentiality

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

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



BSES Rajdhani Power Ltd.

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

6.0 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

	Technical	Commercial
Contact Person	Sh. Abhishek R Ranjan Copy to: Sh. Robin Sebastian	Sh. Robin Sebastian
Address	Demand Side Management Department. 2 nd floor C block BSES Bhawan Nehru Place BSES Rajdhani Power Ltd New Delhi 110019	Contracts and Materials Deptt. 1 st Floor, BSES RAJDHANI Power Ltd BSES Bhawan, Nehru Place, New Delhi 110019

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 as notified earlier in this bid document.

2.00 Scope of Work for BEE 5 star rated Energy Efficient AC Scheme

2.1 Bids are invited from OEMs of ACs to implement the appliance replacement scheme by offering rebate on energy efficient BEE 5 Star rate/Inverter ACs. The successful OEM shall participate in scheme by offering wide range of BEE 5 star rated Energy Efficient ACs to end users at maximum possible rebate on MRP which should be less than the Market Operating Price (MOP). The rebate would be in addition to the subsidy amount approved by DERC.

2.2 The successful OEM shall participate in scheme by offering the most energy efficient products (5-star labelled) to end-users at maximum possible rebate on MRP which should be less than the market operating prices (MOP).

2.3 OEMs may tie up with its authorized retailers/traders/Implementing Agency to ensure due care and integrity of supply and installation management of the products and the logistic involved with delivery of the products.

2.4 OEMs to incorporate maximum variety/models of BEE 5 star rated Air Conditioners including wi-fi enabled Acs for the Scheme which are available in open market for normal public.

2.5 To provide easy / innovative financing facility to the end consumers through its designated retailers / dealers.

2.6 The selected bidder has to ensure sufficient quantity of all the models which are available under the scheme. Failing to do so, the model will be blocked immediately for further registrations under the scheme.

2.7 To ensure the supply and installation of the new ACs at the consumer's premises and collection of the old existing AC as per Section IV, which should be in running condition.

2.8 OEM (s) selected for the programme shall be responsible for the disposal of the old ACs in environment friendly way. Hence OEM would also quote for E-waste salvage price as part of the bid and the same will be paid to the consumer in exchange of old appliance at the time of purchase.

2.9 To maintain the database of all the relevant information with respect to the scheme including but not limiting to the following:-

- List of consumers participated in the scheme/Sales data
- Documents required from consumers for the enrollment in the scheme:
 - Arranging the following documents:
 1. Latest Electricity Bill
 2. Valid Identity Proof
 3. Address proof
- Record and supporting documents of safe disposal of old ACs collected from consumers

2.10 To share data with BRPL with respect to sales and installation status on daily basis during the tenure of the scheme.

2.11 The selected bidders has to submit MIS in prescribed format on weekly basis without fail.

2.12 It would be ensured that consumer can avail all the existing value added services like-extended warranty, installation and transportation benefits etc. offered by OEM/Retailer.

2.13 To be solely liable and responsible to answer and satisfactorily handle all complaints related to the star labeled appliances supplied under this scheme, including but not limited to deficiency of any kind whatsoever in the said star rated product.

2.14 To actively participate in the promotional activities with respect of the scheme at BRPL Offices.

2.15 The manufacturer shall be expected to arrange to deliver the ACs to selected households in DISCOM area and transport the old ACs to the recycling facility for environment friendly disposal, recovery of refrigerant and fluorinated gases in insulation foam and recycling of metal. The bidder shall furnish the certifying documents on periodic basis for all the old ACs recycled under the scheme. The verification of the same shall be done by DISCOM. After sample verification is completed by DISCOM or any external entity appointed by DISCOM, as a part of monitoring process, Manufacturer shall dispose the same in environmental friendly manner through an authorized agency and issue the certificate to Discom of having done so.

2.16 Inspection of old ACs will be carried out after submission of hard copies and soft copies of the installation documents along with inspection report of ACs to be inspected.

2.17 The bidder shall provide the list of its authorized dealers in BRPL area of operation who shall be part of this scheme along with their communication details.

2.18 The bidder shall define process for distribution, installation, disposal, monitoring & verification.

2.19 The selected bidders or its authorized dealers should inform the consumers the process of registration for warranty/extended warranty through manuals or brochures at the time of installation.

2.20 Parties interested in collaborating with BRPL also will have to carry out the following work: -

- Identification and motivation of prospective BRPL consumers, and participating in BRPL awareness program(s).
- To guide interested BRPL consumers and help them to complete DSM AC Registration applications.
- Collection of full payment from customer after getting the details from the customer.
- Supply and installation of BEE 5 star rated Energy Efficient Air Conditioner. (Make and Model is attached as per Technical Specification Annexure)
- Removal and Disposal of Old AC in safe and Eco-Friendly manner, the thimble of the compressor of the old replaced AC shall be damaged in the presence of the consumer.
- Login to the portal link and upload the above documents against the CA No. also send the hard copy to the BRPL DSM team.
- Warranty of the machine and compressor shall be provided by the manufacturer from the date of the installation of the AC at consumer premises.
- To be solely liable and responsible to answer and satisfactorily handle all complaints related to the star labeled appliances supplied under this scheme, including but not limited to deficiency of any kind whatsoever in the said star rated product.
- To arrange all necessary test certificate.
- Jointly with BSES to create awareness about, (DSM) Demand Side Management AC Scheme Program.
- To establish offices and sales service centers in concerned area to cater the maintenance needs of consumers. To respond to any consumer query in time bound manner.
- The Empanelled implementing agencies has to take all permits, approvals and licenses etc., provide training and such other items and services required to complete the scope of work and customer agreement.
- The Empanelled implementing agencies shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract.
- Before commencement of the work, the Empanelled implementing agencies will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the contract. Liquidation, death, bankruptcy etc., shall be the responsibility of Empanelled implementing agencies.
- In case of electrical accident happens because of negligence of empanelment implementing agency, BSES reserves the right to withdraw empanelment immediately.
- The Empanelled implementing agencies should be fully and completely responsible for all the deliveries and deliverables and for the proper functioning of the finally erected systems.
- The Empanelling implementing agencies should follow all applicable government rules, regulations & orders. The Empanelled Agency shall pay compensation to workmen working under him for any injury caused during the execution of work as per workmen's compensation act in force time to time.

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 any way from the selection process for the Supply and Installation.

- 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.

BIDDING DOCUMENTS

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

- | | |
|--|----------------|
| (a) Request for Quotation (RFQ) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section - II |
| (c) Terms & Conditions of Contract (T&C) | - Section -III |
| (d) Technical Specification | - Section IV |
| (e) Price Format | - Section V |
| (f) Reverse Auction | - Section VI |
| (g) Bid Form | - Section VII |
| (h) EMD BG Format | - Section VIII |
| (i) Check List of Commercial T&C | - Section IX |
| (j) Check List | - Section X |

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

6.0 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 5.00, 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
- 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**

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, an 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 favor of BSES Rajdhani Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for One Hundred Twenty (120) days after due date of submission drawn in favor 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

Bidders shall quote for the entire Scope of Supply and Installation 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, Installation, Transportation at **Consumer's premises** 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 and installation work, breakup of price constituents, should be there.

10.03 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 120 days from the due date of submission of the Bid.

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

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.

SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

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

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 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 Clause 9.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

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.

- 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) 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.

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. In case any clarification is required on the subject matter, you may contact personally or telephonically to Shri Abhishek R Ranjan, Head DSM & PAT Cell - 9555290403 during 9:00 AM to 5:30 PM on any working day before the bid submission date.

- 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

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

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 valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

- (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- (b) Will reject a proposal 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

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 "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 Installation" 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, and 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.



BSES Rajdhani Power Ltd.

- 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 consumer's premises after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, installation, and 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 and Installation -General

- 4.01** The "Scope of Supply and Installation" 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 without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.
- 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 consumer's premise.

6.00 Price basis for supply and Installation of materials

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each items.

Prices for supply to BRPL Delhi consumer premises inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, any other local charges, installation.

- b) **The supply prices shall also include unloading at BRPL Delhi's Consumer premises.**

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

7.0 Terms of payment and billing

Vendor will collect full payment (Cost of New AC – salvage value of Old AC) from consumer after receiving the details from him. After getting the payment, vendor will install new AC and remove the old one for disposal in safe and Eco-Friendly manner, the thimble of the compressor of the old replaced AC shall be damaged in the presence of the consumer. Vendor will also upload the all documents as mentioned in 7.01 of Section III and submit the hard copy of the same documents to BRPL DSM team.

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

- i. Form of AC Scheme registration form with consumer's acceptance
- ii. Photograph of old AC, New AC and Thimble break.
- iii. Installation report with BRPL Sticker
- iv. Copy of Invoice
- v. Indemnity Bond signed by consumers
- vi. Intimation letter for old AC disposed off
- vii. Other relevant documents as mandated by BRPL.

8.0 Performance Bank Guarantee/ Bond

8.01 To be submitted within fifteen (15) days from the date of issuance of the Letter of Award, 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 valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period.

8.02 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.

9.0 Forfeiture

9.01 Each Performance Bond established under Clause 8.0 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.

9.02 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.

10.0 Release of Performance Bank Guarantee / Bond

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.

11.0 Warranty/Defects Liability Period

11.01 The bidder shall provide three years comprehensive warranty on the product & on the compressor as per technical specification, from the date of billing to customers. To provide assurance of quality of product and to ensure all the products are energy efficient as per BEE's norms revised in 2017 and are as per the agreed upon specification as mentioned in the browser of the product provided to Discom.

Performance Bank Guarantee

Successful bidders have to submit PBG of 10% of the total contract value which shall be valid upto twenty four month from the date of order.

MDCC Clause

MDCC Clause shall not be applicable

Penalty Clause

BRPL will deduct 1% of rebate per day for each Air Conditioner if delay in installation of AC at consumer's premises is noticed. Maximum penalty levied will be 10% of rebate. If vendor is frequently failing to do installation in Stipulated time, vendor will be blocked to further continue under the scheme.

Delivery Period

The delivery & installation shall be completed within 7 days of the date of receipt of documents from consumer.

Price

Quoted price shall be inclusive of GST, installation/Freight charges and required accessories for installation etc and shall be firm till the completion of contract.

Validity of Contract Period

The rate contract shall be valid for the period of 12 months from the date of issue of contracts.

Termination of Contract

In the event of business associate not being in a position to execute the contract or any part thereof, to the company's satisfaction or any other similar reason, the company will be entitled to make alternative arrangement for the supplies at supplier's costs, risk & responsibility and/or terminate contract and claim damages as deemed fit by the company.

12.0 The Laws and Jurisdiction of Contract:

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

12.02 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 New Delhi in India.

13.0 Events of Default

13.01 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 order 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.

14.0 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.

15.0 Statutory variation in Taxes and Duties

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

16.0 Force Majeure**16.01 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.

16.02 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.

16.03 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.

16.04 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.

16.05 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.

16.06 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.

16.07 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.

16.08 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.

16.09 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."

17.0 Transfer And Sub-Letting

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.

18.0 Recoveries

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

20.0 Waiver

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

21.0 Indemnification

21.01 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.

22.0 Vendor Code of Conduct

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

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

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

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

SECTION - IV**Annexure 1 - Technical Specification**

Bidders have to submit below mention details for the air conditioners

Sl. No.	Type	Name of Manufacturer	Compressor Warrantee in years	Model Name	Compliance (To be filled by Vendor)
1	1.5 ton 5 star window AC				
2					
3					
4					
5	1.5 ton 5 star Split AC				
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16	1.5 ton 5 star Inverter AC				
17					
18					

Eligibility of Consumers:

- The consumer should have a valid consumer connection number/CA number.
- There shall be no outstanding dues as on date of application.
- A maximum number of 3 AC's shall be offered to a consumer.
- The scheme shall be applicable on first come first serve basis for the eligible consumers.

Proper and Safe Disposal of Old replaced AC's:

BRPL shall ensure proper and environment friendly disposal of old replaced air-conditioners by the implementation agency to avoid misuse as well as safety hazards. For this purpose, the thimble of the compressor of the old replaced AC shall be damaged in the presence of the consumer.

Validity of the Scheme:

The scheme shall be valid for 12 months from the date of issue.

Buy back arrangement:

The scheme shall be operated under 100% buy back arrangement so that the inefficient ACs must be taken out of the grid and disposed off in an environmental friendly manner.



BSES Rajdhani Power Ltd.

SECTION – V: PRICE FORMAT

Rates for FY 2019-20								
S.NO	Description	Quantity (To be given by DSM Team)	Unit Rate (1)	GST (2)	Unit Amount inclusive of GST (3)	Buyback/ Salvage value of old AC per Unit (4)	Net cost per Unit (in Rs) (5)=(3-4)	Total Amount (Qty x Net Cost per unit)
1	Supply and Installation of Window AC-1.5 Ton (5 star rating)							
2	Supply and Installation of Window Inverter AC- 1.5 Ton (5 star rating)							
3	Supply and Installation of Split Inverter AC-1.5 Ton (5 star rating)							
4	Supply and Installation of Wi-Fi Split Inverter ACs - 1.5 Ton (5 star rating)							

Signed and Stamp of Bidder

Name

Contact No:

SECTION – VI: ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the

Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place: **Date:**

Signature:

Name of the authorized Signatory:

Designation:

SECTION VII: 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 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 for the sum of..... **(To be filled in price/ commercial bid only)**.....or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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 and installation of equipments/materials and the prices have been quoted accordingly.

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

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

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

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

SECTION VIII
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 and installation of [*name and/or description of the goods*] (here after called the "Bid").

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

This guarantee will remain in force up to and including Ninety(90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION IX: CHECK LIST FOR COMMERCIAL TERMS OF CONDITIONS

Sl No	Item Description	AS PER BRSPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of offer	
3	Payment terms	As mention in the tender	
4	Delivery schedule	As mention in the tender	
5	Defect Liability period	12 months after commissioning or 15 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	As mention in the tender	
7	Performance Bank Guarantee	10% of total order 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	

SECTION X: CHECK LIST

Sl 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 1180/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
11	Sample (2 nos.)	YES/NO