



NOTICE INVITING TENDER (NIT)

FOR

SUPPLY OF 2000 NOS. 9M (160KG) PSC POLES & 475 NOS. 11M (365 KG)PSC POLES.

NIT NO: CMC/BR/22-23/RB/CR/SS/1067 DT 24.09.2022

Due Date for Submission: 14.10.2022, 15:00 HRS

Due Date for opening : 14.10.2022, 15:15 HRS

BSES RAJDHANI POWER LIMITED,

BSES Bhawan, Nehru Place, New Delhi-110019

Corporate Identification Number:

U74899DL2001PLC111527

Telephone Number: 011-49207235

Website: www.bsesdelhi.com

This document is a property of BRPL. This document is meant for the exclusive purpose of bidding against this NIT Number /Specification and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.



INDEX

S NO	DOCUMENT DESCRIPTION	PAGE NO
VOLUME – I		
1	INFORMATION TO BIDDER(ITB)	1 To 20
1.0	APPENDIX I	1 To 7
1.1	FORMAT FOR EMD BANK GUARANTEE	
1.2	BID FORM	
1.3	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT	
1.4	SCHEDULE OF CLARIFICATIONS/DEVIATIONS	
1.5	TECHNICAL BID SUBMISSION CHECK LIST	
1.6	VENDOR CODE OF CONDUCT	
2	GENERAL CONDITION OF CONTRACT-SUPPLY	1 To 24
2.0	APPENDIX II	1 To 7
2.1	FORMAT FOR PERFORMANCE BANK GUARANTEE	
2.2	BENEFICIARY'S BANK DETAIL WITH IFSC CODE	
2.3	FORMAT OF WARRANTY/GUARANTEE CERTIFICATE	
2.4	SUMMARY OF COMMERCIAL TERMS AND CONDITIONS	
VOLUME – II - PRICE BID FORMAT		1 To 1
VOLUME – III – TECHNICAL SPECIFICATIONS		1 To 15

VOLUME – I: INFORMATION TO BIDDER (ITB)

INFORMATION TO BIDDER (ITB)
NIT NO: CMC/BR/22-
23/RB/CR/SS/1067

Page **1** of **20**

Bidders seal & Signature

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

- 1.01 BSES Rajdhani Power Ltd (hereinafter referred to as "BRPL") invites sealed tenders in 2 envelopes for **SUPPLY OF 2000 NOS. 9MTRS (160KG) PSC POLES AND 475 NOS. 11MTRS (365KG)PSC POLES.**

Sl. No.	Item Description	Estimated Cost (₹)	Cost of EMD (₹)	Delivery at
1	SUPPLY OF 2000 NOS. 9MTRS (160KG) PSC POLES AND 475 NOS. 11MTRS (365KG)PSC POLES.	1.21 Crore	2.42 Lakhs	Delhi Stores/site

The bidder must qualify the requirements as specified in clause 2.0 stated below.

All envelopes shall be duly super scribed "**BID FOR SUPPLY OF 2000 NOS. 9MTRS (160KG) PSC POLES AND 475 NOS. 11MTRS (365KG)PSC POLES.**" "NIT NO: **CMC/BR/22-23/RB/CR/SS/1067 DT 24.09.2022 Due Date for Submission: 14.10.2022, 15:00 HRS Due Date for opening : 14.10.2022, 15:15 HRS**"

Bid shall be submitted in two (02) parts. Details of part are as follows:

Part A – Techno Commercial Bid

Part B – Price Bid

- 1.1. The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of ₹ 1,180/- drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi or Online transfer of requisite amount through IMPS/ NEFT/ RTGS. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com -->**BSES RAJDHANI POWER LTD --> Tender-->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.

- 1.2. Bids will be received up to **14.10.2022, 15:00 HRS** at the address given below.
Part A of the Bid shall be opened on **14.10.2022, 15:15 HRS.**

Part B of the Bid will be opened in case of Techno-Commercially Qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

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

1.3 BSES Rajdhani Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of following:

- a) Tender is received after due date and time.
- b) Tender fee of requisite values not submitted.
- c) Earnest Money Deposit (EMD) of requisite value & validity is not deposited in shape of Bank Guarantee drawn in favor of BSES Rajdhani Power Ltd, payable at Delhi or Online transfer of requisite amount through NEFT/RTGS.
- d) Price Bid as per the Price Schedule mentioned in Annexure-I is not submitted.
- e) Incomplete Bids.
- f) Necessary documents against compliance to Qualification Requirements mentioned at Section 1 Clause 2.0 of this Tender Document.
- g) Complete Technical details are not enclosed as per the Technical Bid Submission Checklist.
- h) Filled in Schedule of Deviations as per Annexure.

2.00 QUALIFICATION CRITERIA

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

2.01 Technical Criteria:

S.No.	Criteria	Documents to be submitted by the Bidder
1	The bidders must be a manufacturer of PCC Poles and should have proper in-house testing facility.	Manufacturing and factory incorporation certificate / Undertaking The details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished.

2	The Bidder should have supplied at least 4500 Nos of PSC Poles of 9 Mtrs & 11 Mtrs in last 5 years from the date of bid opening to any utilities/ SEB's/ PSU's/ reputed company wherein the end user shall be utilities/ SEB's/ PSU's.	i. Summary list of executed Purchase orders ii. Purchase order copies iii Material delivery clearance certificate copy or Delivery completion
3	Performance certificate for minimum 2 year satisfactory performance for supply of poles of similar or higher specifications supplied in last 5 years from the date of bid opening from any utilities/ SEB's/ PSU's/ reputed company wherein the end user shall be utilities/ SEB's/ PSU's. In case of bidder has a previous association with BRPL/BRPL for similar product and service, the performance feedback for that bidder by BRPL/BRPL shall only be considered irrespective of performance certificate issued by any third organization.	Performance certificates
4	The Bidder must possess valid ISO 9001:2015 certification.	Valid copy of Certification
5	The bidder should have plant installed capacity to supply of 150 nos of poles per month.	Installed Capacity Certificate

Please Note : 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.

2.02 Commercial Criteria:

S.No.	Criteria	Documents to be submitted by the Bidder
1	Bidder should have Average Annual Sales Turnover of Rs 2 Crores or more in last three (3) Financial Years (i.e. FY 2019-2020, 2020-21 & 2021-22).	Balance Sheet and Duly certified CA certificate to be submitted.

2	Entities that have been debarred/blacklisted by any Private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other documents. Vendors/ Agencies who have been debarred/blacklisted/ suspended by BRPL in last 3 financial years will not be considered in this tender.	Undertaking on Bidder's letterhead
3	The bidder should submit an undertaking certified by their auditor for "No Litigation" / no legal case is pending with BRPL or its Group Companies. Bidders having any litigation/ legal case pending with BRPL shall not be considered qualified for this tender.	Undertaking certified by their auditor
4	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/ Undertaking

Notwithstanding anything stated above, BRPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

3.00 BIDDING AND AWARD PROCESS

Bidders are requested to submit their offer strictly in line with this tender document. Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the

'Annexure - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

The bidders are required to submit the bids in 2(two) parts in original 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:

Sr. No	Descriptions	Type of Documents
Commercial :		
1	Tender Fee - Demand Draft (Rs.1180/-) (Incl GST)	Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
2	EMD	In prescribed stamp paper & format
3	Power-of-Attorney	In prescribed stamp paper & format
4	PQR Compliances	Documentary evidence in support of qualifying criteria like: 1. Details of constitution of the company (Proprietary/Limited/etc along with the details), Memorandum of Association of the company 2. Bidders shall submit the certified annual Balance sheets for the last completed three (3) financial years 3. Supportive document on Positive Net worth. Credit rating/solvency certificate from competent authority. 4. Copies of Orders, Execution /Performance Certificate & Other Documents to support qualification Criteria
5	Signed Tender document	Original Tender documents duly stamped & signed on each page as token of acceptance

INFORMATION TO BIDDER (ITB)
NIT NO: CMC/BR/22-
23/RB/CR/SS/1067

Page **6** of **20**

Bidders seal & Signature

Sr. No	Descriptions	Type of Documents
6	Black listing undertaking	Bidder should submit a Self-undertaking signed by its Authorized Signatories that the Bidder or any of their sub-contractor has not been blacklisted/barred by any Govt. Organization or Regulatory Agencies in India or abroad.
7	Commercial Terms and Conditions	Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc.
8	Acceptance on Reverse Auction	Duly signed Acceptance Form For Participation In Reverse Auction Event as per attached format
9	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per attached format
10	Un price Bid Duly Signed	Duly Signed Un price Bid as per attached format
Technical:		
11	Technical Details/ Filled in GTP/Drawings	Bidder shall submit duly filled GTP with all Technical documents and Drawings.
12	Type Test Reports	Bidders shall submit the copy of type test reports in their technical bids in support of technical specifications
13	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
14	Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.

PART B

:: FINANCIAL BID comprising of (01 original only)

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

3.02 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1	Date of sale/ availability of tender documents from BRPL Website	upto 14.10.2022, 14:00 Hours
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Meeting Link : https://bsesbrpl.webex.com/bsesbrpl/j.php?MTID=mc11d4eb193bdba86d0cd785d6de82c48 Meeting number: 2516 584 6963 Password: 12345	30.10.2022(Friday) 3:00 pm
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	04.10.2022 up to 17:00 Hours
4	Last Date of replies to all the pre-bid queries as received	06.10.2022 up to 18:00 Hours
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	14.10.2022, 15:00HRS
6	Date & Time of Opening of PART A – EMD and Technical Bid	14.10.2022, 15:15 HRS
7	Date & Time of Reverse Auction of qualified bids	Will be notified to the qualified bidders through e-mail

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for BSES office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

This is a two part bid process. Bidders are to submit the bids in 2(Two) parts Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

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

PART B:: This envelope will be opened internally after techno-commercial evaluation and only of the qualified bidders.

Bidder has to submit the item wise price bifurcation in bid. Un priced copy must be attached with the Part A (Technical Bid). Reverse Auction will be carried out on individual item wise rates.

REVERSE AUCTION CLAUSE:

Purchaser reserves the right to use reverse auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders 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. Bidder to submit their acceptance as per format attached ANNEXURE-C.

In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

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

4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 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.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award may be cancelled and BRPL reserves the right to award other suppliers who are found fit.
- 4.05 PO : The PO shall have a validity period of 4 months from the date of LOI/PO issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder. Purchase Order (PO) shall be placed as per the requirement of BRPL.

4.06 Quantity Variation: The purchaser reserves the rights to vary the quantity by ...30% of the tender quantity during the execution of the rate contract.

4.07 Quantity Splitting: 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 70:30 on L1 price.

b) If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 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

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 reserve 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.

7.00 CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address	Contact No.
Technical			
1 st Floor, E-Block, BSES Bhawan Nehru Place , New Delhi - 110019	Amit Tomar (CES)	amit.as.tomar@relianceada.com	8010937150
	Naved Ahmad (CES)	naved.ahmad@relianceada.com	7292036903
Commercial			
1 st Floor, C-Block, BSES Bhawan Nehru Place , New Delhi - 110019	Amitava Nandi (C&M)	amitava.nandi@relianceada.com	7428396207
	Shilpa Suman (C&M)	Shilpa.suman@relianceada.com	8467851665

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

1.00 BSES Rajdhani Power Ltd, hereinafter referred to as "The Purchaser" are desirous of procuring 2000 nos. 9m (160kg) PSC Poles & 475 nos. 11m (365 kg)PSC Poles. The Purchaser has now floated this tender for procurement of material notified earlier in this bid document.

2.00 SCOPE OF WORK

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

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution

or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise a rising in any way from the selection process for the Supply.

- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

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

B. BIDDING DOCUMENTS

- 5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

- (a) Request for Quotation (RFQ)
- (b) Instructions to Bidders
- (c) General Terms & Conditions of Contract (T&C)
- (d) Delivery schedule
- (e) Price Formats & Summary T&C
- (f) Bid Form
- (g) Acceptance Format – RA
- (h) EMD BG Format
- (i) Vendor code of conduct
- (j) Appendix
- (k) Technical Specifications (TS)

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in web site www.bsesdelhi.com and the same will be binding on them.
- 6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum in website www.bsesdelhi.com
- 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 Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification enclosed with the Bidding Documents.

9.02 **EMD**

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

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

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

The bidders who are not technically qualified, EMD shall be refunded after price bid opening.

Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work.

The amount of EMD by the lowest bidder shall be returned on submission of CPBG as per tender terms.

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/ Price Variation Clause will be treated as non-responsive and rejected.**

11.0 **BID CURRENCIES**

11.01 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**

13.01 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 5.0), clearly marked "Original Bid" plus Duplicate Soft copy in USB flash drive 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. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of

Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

- 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 (hard copies) & One Duplicate Soft copy in USB flash drive of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

- 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 6.0, 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

17.01 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**

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

E. EVALUATION OF BID

20.0 **PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

21.0 **CLARIFICATION OF BIDS**

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

22.0 **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

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

Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

23.0 **EVALUATION AND COMPARISON OF BIDS**

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

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

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

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

- (a) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid

Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

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

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

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

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 anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

26.0 AWARD OF CONTRACT

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

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GAURANTEE

Within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee for an amount of 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 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.

APPENDIX I

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 2022_____.

THE CONDITIONS of this obligation are:

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

Instructions to Bidders/ Terms and Conditions;

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

This guarantee will remain valid for 6(six) months after last date of receipt of tenders, and any demand in respect thereof should reach the Bank not later than the above

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 1 of 7	Bidders seal & Signature
--	-------------	--------------------------

date.

(Stamp & signature of the bank)
Signature of the witness

BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Rajdhani Power Ltd
New Delhi 110019

Sir,

1 We understand that BRPL is desirous of execution of
.....(Name of work)

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 indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Volume –I (General Conditions of Contract) 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 120 days from the due date of bid submission & subsequent corrigendum/amendment/extension of due date of submission. 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.

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 2 of 7	Bidders seal & Signature
--	-------------	--------------------------

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

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

Signature..... In the capacity of

.....duly authorized to sign for

and on behalf of
(IN BLOCK CAPITALS).....

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

TERMS & CONDITIONS FOR REVERSE AUCTION

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.

Reverse auction shall be governed by following terms and conditions:

1. BRPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed authorization letter in lieu of the same shall be submitted along with the bid).
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. 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

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 3 of 7	Bidders seal & Signature
--	---------------------------	--------------------------

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 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 (Part-B) 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.
7. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
8. 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.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
10. No requests for time extension of the auction event shall be considered by BRPL.
11. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the reverse auction event.
12. In case RA is not conducted/concluded for any reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.

Signature & seal of the Bidder

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 4 of 7	Bidders seal & Signature
--	-------------	--------------------------

ANNEXURE - SCHEDULE OF DEVIATIONS

Vendor shall refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BRPL's specifications:

Technical Deviations:-

SL No.	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

Commercial Deviations:-

SL No.	Clause No.	NIT Page No.	NIT Clause descriptions	Details of Clarification/deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

NIT NO- CMC/BR/2223/RB/CR/SS/1067	APPENDIX I	Page 5 of 7	Bidders seal & Signature
--------------------------------------	------------	---------------------------	--------------------------

Technical Bid Submission Check List

S. No.	Description	BRPL Requirement	Bidder's Compliance
1	Tender No.	Required	
2	Technical Specification reference number	Required	
3	Communication Details		
3.1	Name of the Bidder	Required	
3.2	Name of Authorized contact person	Required	
3.3	Contact No. of Authorized contact person	Required	
3.4	E-mail id of Authorized contact person	Required	
4	Document Submission Format		
4.1	Documents shall be submitted in Box file/spiral binding. Any other format is not acceptable	Required	
4.2	Index of documents with page numbers for each document	Required	
4.3	Separator with document description shall be provided before each document	Required	
5	Qualifying Requirement Compliance		
5.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required	
5.2	Detailed Documents supporting compliance of qualifying criteria	Required	
6	Drawings/ Documents as per Technical Specification.		
6.1	Signed copy of technical specification	Required	
6.2	Type Test reports of offered model/ type/ rating	Required	
6.3	Guaranteed Technical particulars (GTP)	Required	
6.4	Deviation Sheet	Required	
6.5	Detailed Drawings	Required	
6.6	Manufacturer's quality assurance plan	Required	
6.7	Other drawing/ documents mentioned in technical specification	Required	

Note: Submission of Technical bid check list along with all items mentioned in the check list is mandatory. Order of documents shall be strictly as per the technical bid check list. Bids with incomplete/ wrong information are liable for rejection.

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 6 of 7	Bidders seal & Signature
--	---------------------------	--------------------------

VENDOR CODE OF CONDUCT

Contractor 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.bsedelhi.com) also, which shall be treated as a part of the agreement.

Contractor 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 agreement.

In event of any such breach, irrespective of whether it causes any loss/damage, company (BRPL) shall have the right to recover loss/damage including liquidated damages from Contractor.

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

BSDELHI

APPENDIX I NIT NO- CMC/BR/2223/RB/CR/SS/1067	Page 7 of 7	Bidders seal & Signature
--	---------------------------	--------------------------

**GENERAL CONDITIONS OF CONTRACT
(GCC-SUPPLY)**

GENERAL CONDITIONS OF CONTRACT
(GCC-SUPPLY)
NIT NO: CMC/BR/22-
23/RB/CR/SS/1067

Page **1** of **24**

Bidders seal & Signature

GENERAL CONDITIONS OF CONTRACT (GCC)-SUPPLY

The General Condition of Contract shall form a part of specifications, contract document.

1.0 General Instructions

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

2.0 Definition of Terms

- 2.01** "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "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" shall mean the Scope of Contract as described.

- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BR/22- 23/RB/CR/SS/1067	Page 3 of 24	Bidders seal & Signature
--	----------------------------	--------------------------

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 Volume –II (Price Bid Format) of this RFQ.

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

4.04 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

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

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

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

5.04 On completion of manufacturing the items can only be dispatched after receipt of dispatch

Instructions issued by the Purchaser.

- 5.05** All in-house testing and inspection shall be done with out any extra cost. The in-house inspection shall be carried out in presence of BRPL/BRPL authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

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

6.0 Inspection & Test Charges

- 6.01 GOODS shall be inspected by BUYER and/or third party inspection agency nominated by BUYER. Inspection shall carry out stage wise/final inspection as per agreed QA /QC procedure. In addition, inspection of GOODS shall be carried out at our Site/stores. SELLER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.
- 6.02 Inspection charges are included in total order value, however BUYER will bear third party inspection charges. In case of futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same shall be debited from the SELLER's invoices.
- 6.03 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.
- 6.04 Inspection call shall be raised minimum 15(fifteen) days in advance from delivery schedule mentioned in PO and duly filled Format issued by BRPL

7.0 Handling and Storage

- 7.01 Material Safety Data Sheet (MSDS), detail handling & storage instruction sheet/manual, wherever applicable, to be furnished before commencement of supply and one copy is to be submitted in store/site with First Lot.

8.0 Packing, Packing List & Marking

8.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing-materials.

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

9.0 Prices/Rates/Taxes

9.01 Price basis for supply of materials

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

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

c) Transit insurance will be arranged by Bidder

10.0 Taxes & Duties

Prices are inclusive of all taxes and duties except GST leviable by State or Central Government or local bodies including any duties which may be levied by the Govt. during currency of this order. IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

However GST as applicable shall be paid extra on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

4.1) As Per Notification No. 39/2021 - Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it

means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.

4.2) In view of above, if the same is not complied with by the supplier/contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

4.3) For releasing of the payment kept on hold on account of GST supplier shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time proof of payment of GST as mentioned above is not submitted.

4.4) further, the recipient/purchaser shall also be entitled to recover any financial loss incurred (including tax, interest and penalty) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier.

4.5) In case where delivery of goods is being made on FOR site basis, the Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Contract provisions.

At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month of which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

11.0 Invoicing Instructions

11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES RAJDHANI POWER LIMITED, BSES Bhawan, Nehru Place, New Delhi-110019.

MDCC will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.

11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and

Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.

11.03 Invoice will be in the name of BSES RAJDHANI POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.

11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.

11.05 Timely provision of invoices / Debit Notes / Credit Notes:

11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.

11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.

Documents and devices to be carried by a person-in-charge of a conveyance under.

11.06 E Way Bills / transit documents for movement of Goods:

Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for movement of Goods and the logistic partner / transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration. The Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply from the contractual date due to seizure of goods shall also attract liquidated damages.

12.0 Terms of payment and billing

12.01 For Supply of Equipment's:

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BR/22- 23/RB/CR/SS/1067	Page 8 of 24	Bidders seal & Signature
--	--------------	--------------------------

100% payment shall be made within 15 days from the date of receipt & acceptance of material at store/site on against submission of following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

- a) Signed copy of accepted Rate Contract / Purchase Order (for first payment)
- b) LR / RR / BL as applicable
- c) Challan as applicable
- d) Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
- e) Two (02) copies of Supplier's transporter invoice duly received by BRPL Stores & Original certificate issued by BRPL confirming receipt of the subject material at Stores/Site and acceptance of the same as per the provisions of the contract.
- f) Two (02) copies Packing List / Detailed Packing List
- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Insurance Policy / Certificate, if applicable
- k) Warranty / Guarantee Certificate, if applicable
- l) Check list for bill submission.

12.02 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail any tax credit due to any short coming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost . In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

12.03 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.

12.04 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

12.05 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

13.0 Tax Indemnity Clause

13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

13.02 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.

13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.

13.04 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser:

13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.

13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

14.0 The Micro, Small and Medium Enterprises (MSME)

14.01 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, he shall declare so within the bid of its status failing which it will be presumed that it is a non-MSME unit. Also submit a copy of Udyog Aadhaar (UA) & Udyam Registration Number.

15.0 Price Validity

15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission. For awarded suppliers, the prices shall remain valid and firm till contract completion.

16.0 Performance Guarantee

16.01 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.

16.02 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.

17.0 Forfeiture

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

17.02 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.

18.0 Release

18.01 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 16.0) except for the case set forth in Clause 22.0.

19.0 Defects Liability Period/Guarantee/Warranty

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

19.02 If during the Defects Liability Period any GOODS are found to be defective, they shall be promptly replaced or rectified by BIDDER at its own cost (including the cost of dismantling and (reinstallation) on the instructions of BUYER and if removed from SITE for such purpose, shall be removed and re-delivered to SITE by BIDDER at its own cost.

20.0 Return, Replacement or Substitution

20.01 BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BRPL may set off such costs against any amounts payable by BRPL to Supplier. Supplier shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid. BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective Date of Commencement of Contract

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

22.0 Time – The Essence Of Contract

22.01 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.

23.0 GOVERNING LAW AND ARBITRATION

23.1 Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

23.2 Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties

will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.

23.3 In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator

24.0 Events of Default

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

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

25.0 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.

26.0 Penalty for Delay

- 26.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the basic(ex-works) price for every week delay of undelivered units or part thereof for individual mile stone deliveries.
- 26.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price of total undelivered units.
- 26.03 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.
- 26.4 If Penalty is levied as per the Order terms & conditions; BRPL will raise Invoice of the penalty amount along with applicable GST rates. Accordingly, after set off of the penalty Invoice amount, net payment shall be made.

27.0 Variation in Taxes, Duties & Levies

- 27.1 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. In case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 27.2 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 27.3 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall applied only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 27.4 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

28.0 Taxes & Duties on raw materials & bought out components

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BR/22- 23/RB/CR/SS/1067	Page 15 of 24	Bidders seal & Signature
--	-----------------------------	--------------------------

28.01 Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

28.02 Taxes & Duties on raw materials & bought out components procured indigenously are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

29.0 Force Majeure

29.01 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.

29.02 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.
- (iii) Dangers of navigation, perils of the sea.

29.03 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.

29.04 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.

29.05 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.

29.06 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. The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of following occurs:

<p>GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BR/22- 23/RB/CR/SS/1067</p>	<p>Page 17 of 24</p>	<p>Bidders seal & Signature</p>
--	------------------------------------	-------------------------------------

- i. Bidder fails to complete execution of works within the approved schedule of works, terms and conditions.
- ii. In case the Bidder commits any Act of Insolvency, or adjudged insolvent
- iii. Has abandoned the contract
- iv. Has failed to commence work or has suspended the progress of works
- v. Has failed to proceed the works with due diligence and failed to make such due progress

29.07 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.

29.08 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.

29.09 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."

29.10 Severability

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

30.0 Transfer and Sub-Letting

30.01 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.

31.0 Recoveries

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BR/22- 23/RB/CR/SS/1067	Page 18 of 24	Bidders seal & Signature
--	-----------------------------	--------------------------

32.0 Waiver

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

33.0 Indemnification

33.01 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.

34.00 Documentation

34.01 The Bidder shall procure all equipment from BRPL approved sources as per attached specifications. The Bidder's shall submit 5 copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment. The Bidder's shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by BRPL Engineer in-charge.

35.0 Transit Insurance

35.01 Transit Insurance shall be arranged by the Bidder.

35.02 DAMAGE / LOSS OF CARGO IN TRANSIT: Vendor shall be solely responsible for coordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claim lodgment and settlement. Notwithstanding the insurance cover, in case of loss / damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and delivered to the Purchaser with new material and/or Goods within 30 days of such loss / damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and delivery in such circumstances.

36.0 Limitation of Liability

36.01 Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser

under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Supplier:

- (a) Under any other provisions of the Contract which expressly impose a greater liability,
- (b) In cases of fraud, willful misconduct or illegal or unlawful acts, or
- (c) In cases of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances.

37.0 Liability of Suppliers

37.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:

- (a) For any indirect or consequential loss or damage; and
- (b) For any direct loss or damage that exceeds:
 - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
 - (ii) The insurance claim proceeds which the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.

37.2 This limitation of liability shall not affect the Supplier's liability, if any, for damage to any third party, caused by the Supplier or any Person or firm acting on behalf of the Supplier in executing the Works.

37.3 Notwithstanding anything contained in the Contract, the Supplier shall not be liable for any gross negligence or willful misconduct on the part of the Purchaser or any of its affiliates, any vendor, or any party, other than Supplier and/or, its directors, officers, agents or representatives or its affiliates, or SubSupplier, or the vendor or any third party engaged by it.

37.4 Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Supplier from any of its liabilities or responsibilities arising in relation to or under the Contract.

38.0 Intellectual Property Rights and Royalties

38.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or

alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Supplier, the Supplier shall rectify, modify or replace, at its own cost, the Works, Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Supplier shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.

- 38.2 The Supplier shall be promptly notified of any claim made against the Purchaser. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission which might be prejudicial to the Supplier, unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.
- 38.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 38.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.
- 38.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its SubSupplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized

or retained by the Supplier (or its SubSuppliers) for any purpose other than with the prior written consent of the Purchaser.

- 38.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 38.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

39.0 TERMINATION

39.1 TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. On receipt of such notice the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

39.2 PREMATURE TERMINATION

The order can be terminated by the Company before the expiry of its term under the following conditions:

- (i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.

- (v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.

39.3 TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

40.0 Acceptance

40.01 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.

40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.

40.03 Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties

40.04 We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; <https://www.bsesdelhi.com/web/BRPL/about-bses>

QUANTITY AND DELIVERY REQUIREMENTS

Sl. No .	BRPL SAP Code	Item Description	Specification	Total Qty. (Nos)	Tentative Delivery Schedule	Destination
1	210000724 5	SUPPLY OF 9 MTRS 160 KG PCC POLE	-	2000	Delivery Within 04 Months from the PO at BRPL Stores/Site s or as per schedule.	BRPL Stores Delhi
3	210000724 6	SUPPLY OF 11 MTRS 365 KG PCC POLE		475		

APPENDIX II

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

This Guarantee made at _____ this [] day of [] 2022

1. WHEREAS **M/s BSES Rajdhani Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **BSES Bhawan, Nehru Place, New Delhi - 110019**, India hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [] pl. specify the name of Bank) having its head/registered office at [] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to five percent (5%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this day of 2022 at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

1. Name of the Bank : State Bank of India
2. Branch Name & Full Address: Industrial Finance Branch, 14-15 Floor,
Jawahar Vypar Bhawan, 1, Tolstoy Marg, New Delhi
110001
3. Bank Account No: 10277791808
4. IFSC Code: SBIN0009601

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched the BG -Local Address of bank -----

<p>APPENDIX II NIT NO: CMC/BR/22- 23/RB/CR/SS/1067</p>	<p>Page 3 of 7</p>	<p>Bidders seal & Signature</p>
--	----------------------------------	-------------------------------------

3. Where to Dispatched the BG Head Office Address -----

BSEES

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

BSES RAJDHANI POWER LIMITED , BSES BHAWAN, NEHRU PLACE, NEW DELHI - 110019.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES RAJDHANI POWER LTD vide invoice no..... DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our.....free of cost If found any manufacturing defect during.....months from the date of dispatch of material or.....months from the data of commissioning whichever is earlier.

Vendors Name & Signature

UNDERTAKING GST

The Vendor shall give an undertaking in the following words on each invoice in the absence of which tax payment as on the Vendor's invoice may be withheld.

"The tax component as mentioned in the invoice shall be deposited with GST Department as per law by way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way

of any lapse on the part of the Vendor, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Vendor"

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of submission of bid	
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 Bidders scope	
3	Payment terms	100% payment shall be made within 15 days from the date of receipt & acceptance of material at store/site against submission documents	
4	Delivery schedule	GTP/Drawings/QAP/etc to be submitted within 10 days to the concern official in BRPL for Transmittal approval. BRPL shall approve/ provide comments on the submitted drawings within 7 days of first submission. Delivery shall be completed within 4 months from the LOI/PO date or completion as per the schedule.	
5	Defect Liability period	12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier plus 3 months claim period	
6	Penalty for delay	1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units.	
7	Performance Bank Guarantee	Within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder	

	<p>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.</p>	
--	--	--

BSEES

**VOLUME – II
PRICE BID FORMAT**

ALL PRICES IN INR (₹)

S. No.	DESCRIPTION OF GOODS	HSN CODE (8 Digit Mandatory)	Uo M	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D = B+C)	TOTAL LANDED VALUE (₹) (E = DXA)
						%	AMT		
1	SUPPLY OF 9 MTRS 160 KG PCC POLE		No s	2000					
2	SUPPLY OF 11 MTRS 365 KG PCC POLE		No s	475					
GRAND TOTAL LANDED VALUE (₹)									
In words									

NOTE: Cost of all tests as per technical specification is to be included. No separate charges will be paid.

The Un-priced bid should be marked as **"Quoted"** and to be submitted with Part – A

We declare that the following are our quoted prices in INR for the entire packages.

Date:

Bidders Name:

Place:

Bidders Address:

Signature:

Designation:

Printed Name:

Common

Seal:

PRICE BID FORMAT NIT NO: CMC/BY/22-23/RS/SV/22	Page 1 of 1	Bidders seal & Signature
---	-------------	--------------------------

BSEES

VOLUME – III

TECHNICAL SPECIFICATIONS

BSES

TECHNICAL SPECIFICATION
FOR
PSC POLE 9 & 11 METER

Rev:		0
Page		15
Date:		20 April 2022
Prepared by	Naved Ahmad	<u>Naved Ahmad</u>
	Akhilesh Chaudhary	<u>Akhilesh</u>
Reviewed by	Amit Tomar	<u>Amit</u> 20/04/22
	Srinivas Gopu	<u>Srinivas</u>
Approved by	Gopal Nariya	<u>Gopal</u>
	Gaurav Sharma	<u>Gaurav</u>

Index

1. Scope of supply	3
2. Code and standard	3
3. System Particulars	4
4. Principle parameters	4
5. Material requirements	4-5
6. Technical Requirements	6
7. Testing Requirements	7
8. Sampling and Inspection	8
9. Pre-dispatch inspection	9
10. Inspection after receipt at store	9
11. Packing	10
12. Quality Assurance Plan	10
13. Testing facilities	11
14. Manufacturing Activity	11
15. ANNEXURE A: Guaranteed Technical Particulars for 9 M pole	12
16. ANNEXURE B: Guaranteed Technical Particulars for 11 M pole	13
17. Drawing for 9 meter pole	14
18. Drawing for 11 meter pole	15

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	Top	145mm	203
iii	Depth(Top & Bottom)	114 mm	152
iv	Configuration type	As per REC manual no. 15/1979	

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 500 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.
- i) The vendor shall have hydraulic arrangement for tensioning the wires. A calibrated dynamo meter shall also be used.
- j) 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.

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

Sl.no	Parameters	Required
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
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 to BSES

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

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.

Bidder to submit hard copy duly filled and signed along with offer.



TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

ANNEXURE: A- Guaranteed Technical Particulars for 9 meter, 160 kg psc pole.

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	
c	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	
xiv	No. of tensioned wire per Pole		20	
xv	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre tensioned wire	pre-Kg/ Sq mm	171.5	
xvii	Clear cover to main reinforcement			
a	top	mm	30	
b	bottom	mm	30	
c	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		

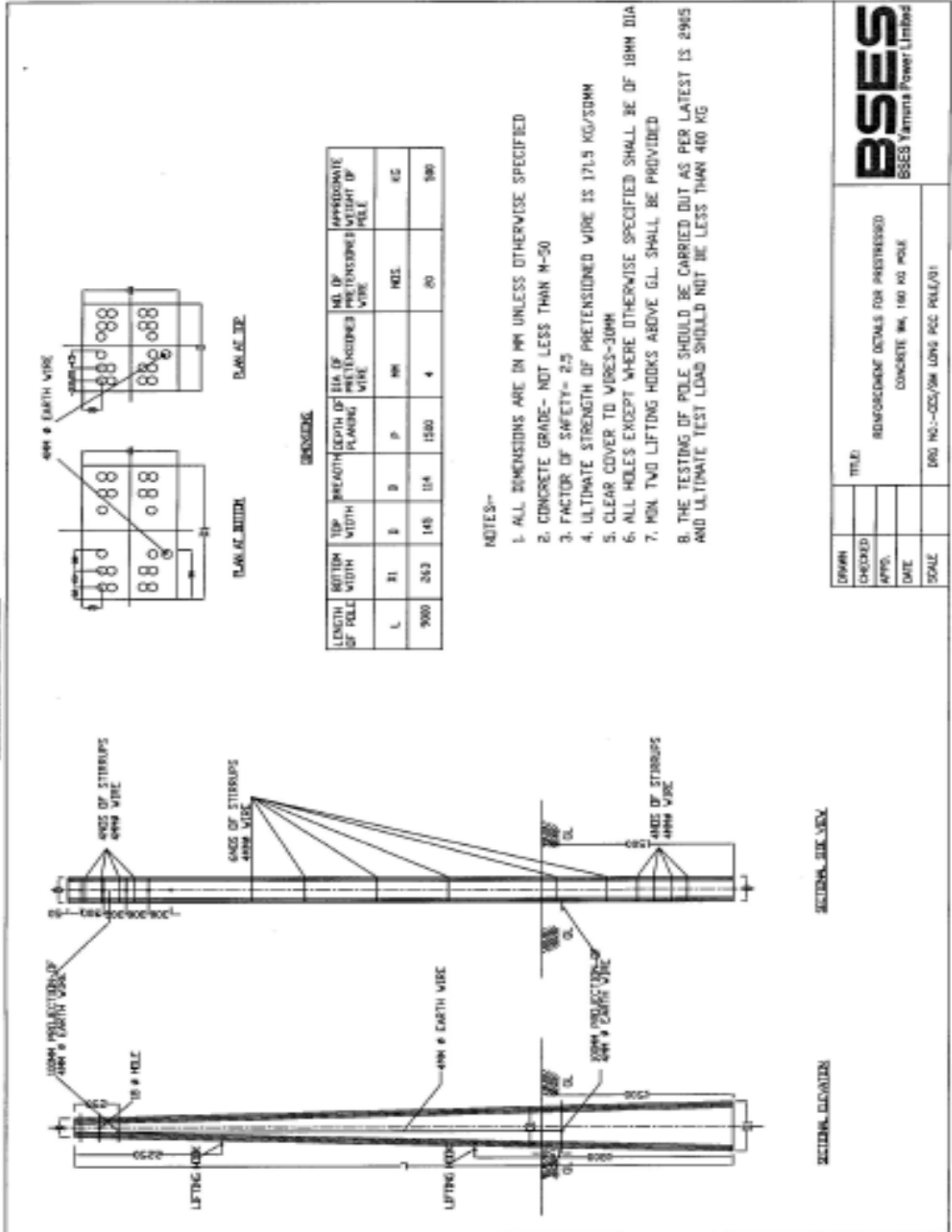


TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

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	
c	Depth (Top & Bottom)	mm	152	
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	0.465	
xiv	No. of tensioned wire per Pole		36	
xv	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre tensioned wire	pre-Kg/ Sq mm	171.5	
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		

ANNEXURE-B



DIMENSIONS

LENGTH OF POLE	BOTTOM WIDTH	TOP WIDTH	BREATH DEPTH OF FLANGES	DEPTH OF PRESTRESSING WIRE	NO. OF PRESTRESSING WIRE	APPROXIMATE WEIGHT OF POLE
L	B1	B	P	PH	NOL	KG
9000	263	145	114	1500	4	250

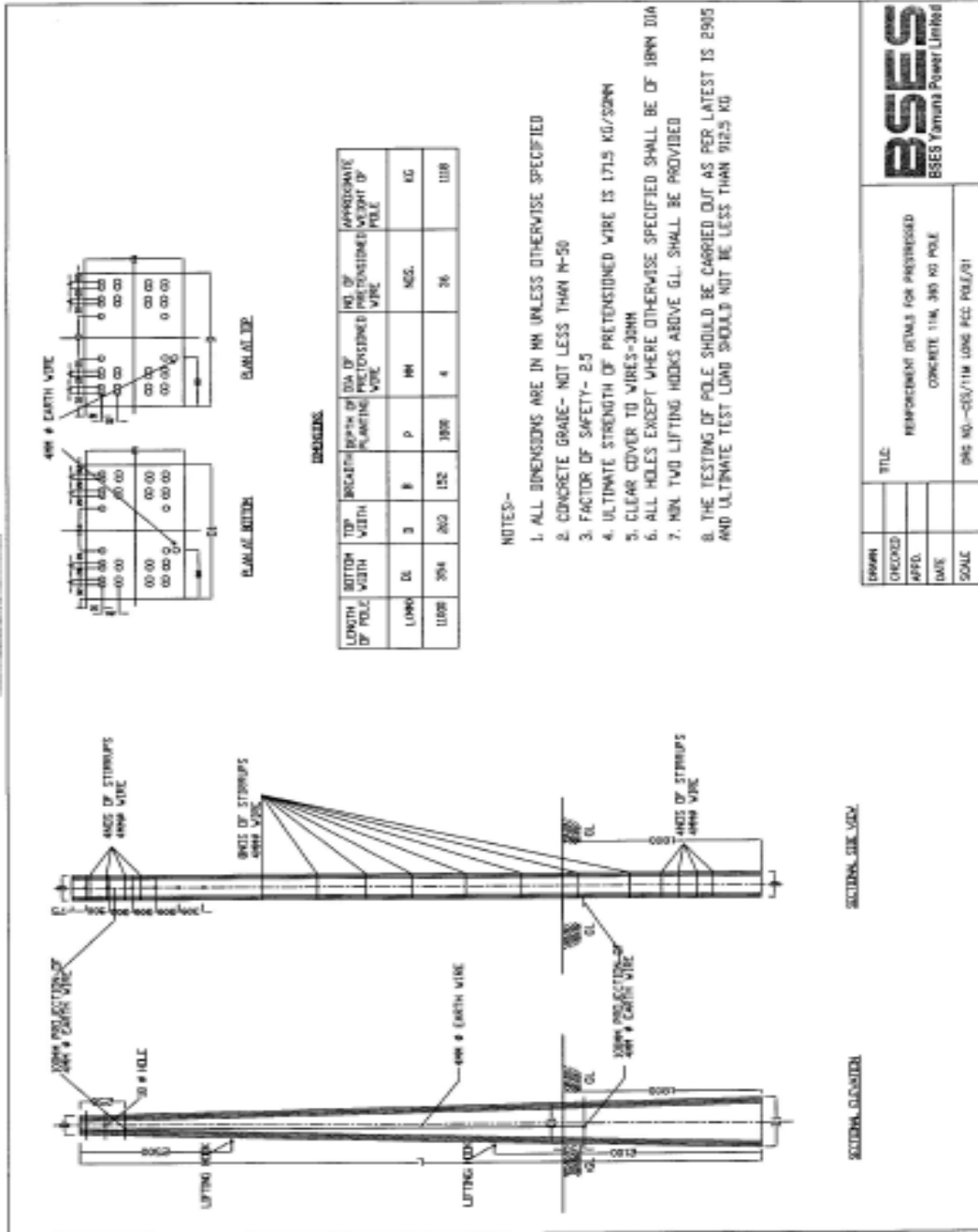
NOTES:-

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED
2. CONCRETE GRADE - NOT LESS THAN M-50
3. FACTOR OF SAFETY - 2.5
4. ULTIMATE STRENGTH OF PRESTRESSED WIRE IS 171.5 KG/30MM
5. CLEAR COVER TO WIRES - 30MM
6. ALL HOLES EXCEPT WHERE OTHERWISE SPECIFIED SHALL BE OF 10MM DIA
7. MIN. TWO LIFTING HOOKS ABOVE G.L. SHALL BE PROVIDED
8. THE TESTING OF POLE SHOULD BE CARRIED OUT AS PER LATEST IS 2945 AND ULTIMATE TEST LOAD SHOULD NOT BE LESS THAN 400 KG

DESIGN	TITLE	REINFORCEMENT DETAILS FOR PRESTRESSED CONCRETE (M160 M30 POLE)
CHECKED		
APPROVED		
DATE		
SCALE	DRG NO.:-005/98 LONG PSC POLE/01	

TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

ANNEXURE-B



BSES
BSES Yamana Power Limited

TITLE:
REINFORCEMENT DETAILS FOR PRESTRESSED CONCRETE 11M, 9M POLE

SCALE:
945 NO.-05/11M LONG PSC POLE/91

DRAWN:
CHECKED:
APPROVED:
DATE:
SCALE: