



BSES RAJDHANI POWER LIMITED

## **Tender Notification for**

### **Supply, Installation, Testing & Commissioning of 2nos 11KV Cable Fault Locating Machine**

**CMC/BR/23-24/RB/PR/KG/1170 DT 23.11.2023**

**Due Date for Submission: 13.12.2023, 15:00 HRS**

#### **BSES RAJDHANI POWER LTD (BRPL)**

Corporate Identification Number: **U74899DL2001PLC111527**

Telephone Number: +91 11 3009 9999

Fax Number: +91 11 2641 9833

Website: [www.bsesdelhi.com](http://www.bsesdelhi.com)

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**SECTION – I: REQUEST FOR QUOTATION****1.00 Event Information**

BRPL invites sealed tenders in 2 envelopes for following scope of work

Sl. No.	Description	Estimated Cost (Rs.)	Qty.	Delivery & Installation at
1	Supply, Installation, Testing & Commissioning of 4nos 11KV Cable Fault Locating Machine	1.04 Crores	As per BOQ Attached	Delhi, Sites

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

All envelopes shall be duly super scribed "Supply, Installation, Testing & Commissioning of 2 nos 11KV Cable Fault Locating Machine NIT No CMC/BR/23-24/RB/PR/KG/1170"

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

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.

- 1.02 Bids will be received up to 13/12/2023 1500 HRS at the address given at 3.01 below. Part A of the Bid shall be opened on 13/12/2023 1600 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.

- 1.02.1 BSES Rajdhani Power Ltd reserves the right to **reject** any or all Tenders without assigning any reason thereof in the event of following:

- (i) **Earnest Money Deposit (EMD)** of value **Rs 2,08,000/-** is not deposited in shape of Bank Guarantee/ FD drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi.
- (ii) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
- (iii) Complete Technical details are not enclosed.
- (iv) Tender is received after due date and time.
- (iv) Technical offer contains any prices
- (v) Prices are **not FIRM** and subject to Price Variation

**2.0 Qualification Criteria:-****Technical**

The prospective bidder must qualify all of the following requirements to participate in the bidding process. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

1. The equipment with similar or higher rating must have been fully type tested as per relevant IS/IEC and/or any other specified national/international standards from National/ International/ NABL accredited lab. The bidder must have valid type test reports carried out within last 5 (five) years.

In case type test reports are older than five (5) years from the date of bid opening, bidder shall submit the undertaking that "since the last type test, the product has not undergone any change in design and the material used and the dimensions of the product are the same as the one on which the type test was conducted". (Type test report older than 10 years shall not be considered for bid participation)

2. The bidder (OEM or their authorized Partner) should have at least 5 years of experience in-design and manufacturing of similar or better Cable fault test equipment. Purchase Order/Completion certificate/ appreciation letters required. (OEM's credentials shall be considered for their authorized partner).
3. The bidder (OEM or their authorized Partner) should have supplied at least 5 Nos of FLC (up to 28KV) in utilities/ SEB's/ PSU's or end user shall be Utility/SEB's/PSU's for developing distribution Network in last 5 years from NIT date. (Purchase order/Customer order). (OEM's credentials shall be considered for their authorized partner).
4. The bidder (OEM or their authorized Partner) shall submit performance certificates of FLC Machines showing satisfactory operation for more than 01 year from at least 2 nos. Indian Govt. Department/ Indian Govt. Undertaking PSU/ Indian State Electricity Boards/Any Indian Discoms. Certificate should not be older than 5 years form due date of Submission of bids. (OEM's credentials shall be considered for their authorized partner).
5. The bidder (OEM or their authorized Partner) must have permanent office set up in India for Troubleshooting and technical support. (Letter of undertaking in this regard is to be submitted).
6. The bidder shall be evaluated based on their past supplies performance in BRPL for the last 5 years (if required) during bid evaluation.

#### **Commercial**

7. The Bidder (OEM or their authorized Partner) should have Average Annual Sales Turnover of Rs 2 Crores or more in last 3 years. Copy of audited P&L account / CA certified statement to be submitted along with the bid.
8. The bidder (OEM or their authorized Partner) must submit an undertaking (self-certificate) that the bidder has not been blacklisted/ debarred by any major utilities/ SEB's/ other reputed companies.
9. The Bidder shall submit an undertaking "No Litigation" is pending with the BRPL and Group Companies.
10. 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 work.

**Note: One successful demonstration of all equipment shall be given by bidder at BRPL site/network/faulty cable during technical evaluation of the tender and it shall be mandatory part of tender. After delivery of equipment at site, hand holding training of 3 months/tracing of 30 faulty cables (whichever is earlier) shall be provided by OEM at BRPL site**

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.



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### 3.00 Bidding and Award Process

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

#### 3.01 BID SUBMISSION

The bidders are required to submit the bids in 2 (two) parts to the following address

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

PART A: TECHNICAL **BID** comprising of following (1 original + 1 copy)

- EMD in prescribed format
- Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- Documentary evidence in support of qualifying criteria
- Technical Details / Filled in GTP/Type test report etc
- Qualified Manpower available & Organization Chart
- Testing Facilities
- Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0
- Original Tender documents duly stamped & signed on each page as token of acceptance
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc

PART B: FINANCIAL **BID** comprising of (1 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.	Steps	Date
1	Date of sale of bid documents	23.11.2023
2	Pre-Bid meeting	30.11.2023 1430 HRS
3	Pre-bid meeting link	<a href="https://bsesbrpl.webex.com/meet/rakesh.bansal">https://bsesbrpl.webex.com/meet/rakesh.bansal</a>
4	Last date of Queries, if any	07.12.2023
5	Last date of receipt of bid documents	13.12.2023 1500HRS
6	Date & time of opening of tender – Part A	13.12.2023 1600HRS

This is a two part bid process. Bidders are to submit the bids in 2 (two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

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

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

**REVERSE AUCTION:** Purchaser reserves the right to use **REVERSE AUCTION** through SAP-SRM as an optional tool as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in this event

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

#### **BIDS RECEIVED AFTER DUE DATE AND TIME SHALL 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 **Splitting of Tendered Scope of works in two or more bidders:** BSES reserve the right to split the tender scope amongst techno- commercially qualified bidders. The purchaser reserves all the rights to award the contract to one or more bidders to meet the timelines of the projects /scope of work or nullify the award decision without any reason.

4.03 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

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

#### **5.00 Market Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace shall be restricted from bidding for a 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.



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- 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 post/courier to following address. The same shall not be communicated through email/phone

	Technical	Commercial
Contact Person	Mr. Gopal Nariya (Head-CES)	Mr. Pankaj Goyal (Head Procurement)
Address	BSES Rajdhani Power Ltd , 2 <sup>nd</sup> Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019	BSES Rajdhani Power Ltd , 1 <sup>st</sup> Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019
Email	amit.as.tomar@relianceada.com pronab.bairagi@relianceada.com	pankaj.goyal@relianceada.com kumar.ga.gaurav@relianceada.com

## 8.00 BID FORM

- 8.01 The Bidder shall submit one "Original" and one "Copy" of the Un-priced Bid Form, Price Schedules & Technical Data Sheets duly filled in as per attached specification/BOM etc enclosed.

## 9.0 EMD

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the RFQ. 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) Fixed deposit (lien marked in favor of BSES RAJDHANI POWER LTD.) payable at Delhi.
- (b) Bank Guarantee valid for One hundred Twenty (120) days after due date of submission or amended due date of submission drawn in favour of BSES Rajdhani Power Ltd, BSES Bhawan, Nehru Place, New Delhi 110019

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/Work with a break-up of prices for individual items and Taxes & Duties. 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, Erection, testing & commissioning 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 with taxes, duties & freight up to destination.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.
- 10.03 Prices quoted by the Bidder shall be **"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

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

## 13.0 ALTERNATIVE BIDS

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

## 14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents, clearly marked "Original Bid" and "copy" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copy, the original shall govern.
- 14.02 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. **Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.**
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## 15.0 SEALING AND MARKING OF BIDS



- 15.01 Bid submission: One original, Copy-1, (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —"Technical & EMD". The price bid shall be inside another sealed envelope with super scribed "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, Copy-1, and the envelopes should be super scribed with —"Tender Notice No. & Due date of opening".
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/ Telex/ Telegram/ Fax will be rejected. No request from any Bidder to the Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Purchaser.

#### 16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified earlier.
- 16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 17.0 ONE BID PER BIDDER

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

#### 18.0 LATE BIDS

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

#### 19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

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

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

#### 21.0 AWARD OF CONTRACT

- 21.01 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.
- 21.02 **Splitting of Tendered Scope of works in two or more bidders:** BRPL reserve the right to split the tender scope amongst techno- commercially qualified bidders. The purchaser reserves all the rights to award the contract to one or more bidders to meet the timelines of the projects /scope of work or nullify the award decision without any reason.

- 21.03 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.

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.

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

Qty Variation: The purchaser reserves the rights to vary the quantity by (+/-) 30% of the tender quantity.

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 **60:25:15** on L1 price.

Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity shall be maximum among three (03) bidders.

## 22.0 **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. The date of LOI/LOA shall be treated as Start date of work.

## 23.0 **CONTRACT PERFORMANCE BANK GAURANTEE**

Within 15 days of the receipt of Notification of Award/ Letter of Intent/PO from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee towards faithful performance of Contract for an amount of 10% (Ten percent) of the Contract Price. The Performance Bond shall be valid up to completion period/handing over, whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released. 2 (two) nos. separate CPBG's shall be submitted against Supply, ETC.

## 24.00 **DISCLAIMER**

- 24.01 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.
- 24.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

24.03 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.

24.04 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).

## 25.00 **AMENDMENT OF BIDDING DOCUMENTS**

25.01 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.

25.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 6.01, and it will be notified in web site [www.bsesdelhi.com](http://www.bsesdelhi.com) and the same will be binding on them.

25.03 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](http://www.bsesdelhi.com)

25.04 Purchaser shall reserve the rights to following

- extend due date of submission
- modify tender document in part/whole
- cancel the entire tender

**Bidders are requested to visit website regularly for any modification/clarification/ corrigendum/ addendum of the bid documents**

## 26.0 **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

26.01 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.

26.02 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.

26.03 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.

26.04 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.

## 27.0 **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.

## **28.0 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.

## **29.0 EVALUATION AND COMPARISON OF BIDS**

The evaluation of Bids shall be done based on the delivered cost competitiveness basis. The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

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:

- Delivery Schedule
- Conformance to Qualifying Criteria
- 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.

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.

## **30.0 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.

## **31.0 COMPLETION PERIOD**

Within 2.5 months from the date of issuance of LOI/Order

## **Section II: SPECIAL TERMS AND CONDITIONS OF CONTRACT**

- 1.1. The scope of this tender includes supply, survey, design, engineering, manufacturer, shop testing ,inspection, packing, dispatch , loading , unloading and storage at site, storage and construction insurance, assembly, erection, structural, complete pre-commissioning checks, testing and commissioning at site and handing over to owner
- 1.2. The Bidder shall retrofit the Cable Fault Locating Machine on the vehicle provided by BRPL.
- 1.3. The Bidder shall provide the demonstration of the vehicle covering all the factors at BRPL site based on requirement.
- 1.4. Calibration cost for 5 years within warranty period (NABL approved lab only) for surge generator shall be in the scope of the vendor.
- 1.5. Prices for all the activities shall be FIRM till the actual completion of the job. Statutory variation will be allowed for direct supplies only wherever breakup of Taxes & Duties are available in Price Bid. In case bidder has not submitted any price breakup, no variation on account of statutory variation shall be paid extra by BRPL.
- 1.6. Bidder has to submit the technical parameters with details of Spares for each rating with catalogue, reference codes etc.
- 1.7. Wherever BRPL specifications are not available relevant IS/IEC to be followed. All Drawings mentioned in the Tender Specification and other required for the completeness of the tender shall be submitted. Drawing submission process shall not be deemed complete if all the requirements are not complied during the submission of the same.
- 1.8. Bidder has to submit the item wise price bifurcation in bid. Un-priced copy must be attached with the Part A. Reverse Auction will be carried out on Lump sum Basis/Total Landed Cost
- 1.9. In case of any major deviation, deletion or addition which bidder may feel is relevant to this project & for its safe operation and completion of works; Bidder may clearly highlight and communicate the same to the purchaser with his bid.
- 1.10. Problem Troubleshooting & Restoration In Warranty Period For A Particular Material/Equipment:
  - a) Service Engineer Availability to Attend, Identify & Restore Defects (Minor) Of materials/Equipment's under Guarantee Period within one week (Exclusion of Material Support Cases)
  - b) Spare Material Delivery for Restoration Of circuit (Major Defect) Under Guarantee Period within Two Weeks. Seller must keep Requisite Inventory of Critical Spares & Other Equipment's Covered in Guarantee Period to Restore Equipment within Two Weeks.
  - c) In Case Of Complete Replacement of material, complete material to Be Replaced within a Period of 4 Weeks.

### **SECTION III: GENERAL TERMS AND CONDITIONS**

- 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 supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

### **3.0 Contract Documents & Priority**

3.01 Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet. The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Purchaser, who shall thereupon issue to the Contractor, instructions thereon. In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. Any amendments to Contract
2. Commercial Terms & Conditions of the Contract
3. Clarifications/addendum/corrigendum to Tender
4. Terms & Conditions of the Tender

### **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 elsewhere.
- 4.03 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. In case of standard items, BRPL shall forward the standard QAP which is to be followed by vendor during manufacturing.
- 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 can 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
- 5.06 Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

## **6.0 Packing, Packing List & Marking**

- 6.01 Packing: Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL, Delhi/New Delhi stores/site without undue risk of damage in transit.
- 6.02 Packing List: The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

## **7.0 Price basis for supply of materials**

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item.  
FIRM prices for supply to BRPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of all taxes, GST, Freight, any other local charges etc.
- b) The above supply prices shall also include unloading at BRPL Delhi/New Delhi stores/site.
- d) Transit insurance will be arranged by purchaser.

## **8.0 Terms of payment and billing**

- a) 70% pro-rata of supply value shall be payable against R/A bills for supply of equipment and materials within 30 days against receipt of material at site and submission of following documents duly certified by BRPL Project-in-charge:

- I. Consignee copy of LR
- II. Detailed invoice showing commodity description, qty, unit & total price,
- III. Original certificate issued by BRPL confirming receipt of material at site & acceptance
- IV. Dispatch clearance & inspection report issued by the inspection authority
- V. Packing List, Test Reports
- VI. Guarantee Certificate.

- b) 30% pro-rata after completion of training of 3 months/tracing of 30 faulty cables whichever is earlier and successful acceptance testing, commissioning and Handing Over of the entire Installation and duly certified by BRPL Project-in-charge and submission of PBG of 10% of contract value valid up to Defect Liability period i.e. 60 months from the date of Handing over of entire Installation Plus 3 months towards Claim period.



**9.0 Price Validity**

- 9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days from the due date of submission & subsequent corrigendum/amendment/extension of due date of submission. For awarded suppliers/contractors, the prices shall remain valid and firm till contract completion.

**10.0 Performance Guarantee**

- 10.01 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.
- 10.02 Contract performance bank guarantee of total 10% of the contract price shall be submitted within 15 days of award of contract with the validity till completion of the contract period.
- 10.03 Contractor shall submit the performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the payment as per clause no. 8.0(C) (Terms of payment and billing), with the validity of the bank guarantee till Defect Liability Period i.e. plus 3 months.

**11.0 Forfeiture**

- 11.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 11.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL at its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

**12.0 Release**

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

**13.0 Warranty/Defects Liability Period**

- 13.01 The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of Handing over of entire Installation.

If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

**14.0 Return, Replacement or Substitution.**

BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may at its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return

and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BRPL may set off such costs against any amounts payable by BRPL to Supplier. Supplier shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

**15.0 Effective Date of Commencement of Contract:**

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

**16.0 Time – The Essence of Contract**

- 16.01 The time and the date of completion of the "Supply" as stipulated in the Letter Of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

**17.0 The Laws and Jurisdiction of Contract:**

- 17.01 The laws applicable to this Contract shall be the Laws in force in India.
- 17.02 To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for adjudication by arbitration. The arbitration shall be undertaken by the sole arbitrator jointly appointed by the parties. In case the parties fail to arrive at consensus to appoint the sole arbitrator, either party may approach the Court for appointing an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 and the award of the said sole arbitrator, shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 (as amended up to date) and the venue of such arbitration shall be the city of New Delhi only. The Arbitration shall be conducted in English language only. The courts at Delhi shall have the exclusive jurisdiction over the subject matter of Arbitration/dispute. The cost of the Arbitration shall be equally shared by the parties as per directions of the Sole Arbitrator.

**18.0 Events of Default**

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

**19.0 Consequences of Default.**

- (a) If an Event of Default shall occur and be continuing, BRPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BRPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
  - (i) present for payment to the relevant bank the Performance Bond;
  - (ii) Purchase the same or similar Commodities from any third party; and/or
  - (iii) Recover any losses and/or additional expenses BRPL may incur as a result of Supplier's default.

**20.0 Liquidated Damages**

- 20.01 If supply of items / equipment is delayed beyond the supply schedule as stipulated in LOI/PO, then the Supplier shall be liable to pay the Purchaser for delay a sum of 0.5% (half percent) of the total contract value for every week of delay or part thereof for undelivered units.
- 20.02 The total amount for delay under the contract will be subject to a maximum of ten percent (10%) of the total contract value.
- 20.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

**21.0 Statutory variation in Taxes and Duties**

The total order value shall remain **FIRM** within stipulated delivery period and shall not be adjusted on account of any price increase/ variations in commodities & raw materials. However Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period shall be borne by BRPL on submission of necessary documents claiming such variation. The variation will be applicable only on such value wherever price breakup of same is submitted by vendor/available in PO/WO

**22.0 Force Majeure****22.01 General**

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

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

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

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

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

22.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

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

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

- a) Contractor fails to complete execution of works within the approved schedule of works, terms and conditions

- b) In case the contractor commits any Act of Insolvency, or adjudged insolvent
- c) Has abandoned the contract
- d) Has failed to commence work or has suspended the progress of works
- e) Has failed to proceed the works with due diligence and failed to make such due progress

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

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

22.10 Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

### **23.0 Transfer and Sub-Letting**

The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

### **24.0 Recoveries**

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

### **25.0 Waiver**

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

### **26.0 Indemnification**

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.

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this tender.
- b) Any act or omission of contractor or its employees or agents.
- c) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including the employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

**27.0 Documentation:**

The Bidder's 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. The Bidder's shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by BRPL Engineer in-charge.

**28.0 Commissioning Spares**

Commissioning Spares shall be deemed to be included in the quoted prices

**29.0 Commissioning & Acceptance test:**

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures.

On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer-in-Charge will issue an acceptance certificate.

**30.0 Work completion certification, Handing over.**

The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

**31.0. Termination**

During the course of the execution, if at any time BRPL observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BRPL reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BRPL will recover all damages including losses occurred due to loss of time from Contractor.

## SECTION IV

**PRICE FORMAT**

Supply, Installation, Testing & Commissioning of 4nos 11KV FLC Machines								
S.No.	Description of Material	UoM	Qty.	Basic	Freight	GST	Unit Landed (Rs)	Total Landed Cost (Rs)
1	<p><b>SURGE GENERATOR –</b>  <b>SUITABLE FOR FAULT LOCATION IN LOW/MEDIUM/HIGH VOLTAGE POWER CABLES</b></p> <p>-- DC High Voltage Testing 4/8/16 kV.  -- Limited surge current up to 200mA. at 16kV  -- Inbuilt ARC Reflection Filter.  -- Surge Testing Range 4/8/16 kV.  -- HV Connection cable 50 mtr. single core coaxial copper with drum  -- Energy- 2000 joule at each step  -- Earth cable 75 mtr. minimum 16 sqmm multi stranded flexible copper with drum.  -- Main cable 70 mtr, minimum 3 core 2.5 sqmm copper  -- Discharge rod with lead 5 mtr.  -- Digital Multi meter  -- 32 pieces tool kit  -- Measuring wheel</p>	Nos	2					
2	<p><b>REFLECTOMETER –</b>  Reflectometer for pre-location of cable faults from 0 to 50 km.</p> <p>-- Digital Time Domain Reflectometer.  -- Pulse Echo, Impulse Current, Arc Reflection &amp; Decay methods  -- Large and automatic graph storage.  -- Easy menu based operation.  -- Precise fault distance &amp; cable end measurement.  -- Testing Range up to 50 KM.  -- Arm Multi short (5 nos. minimum)  -- Sampling rate- 200MHz minimum  -- Minimum Volt of pre locator- 50  -- Pulse width- 50 ns to 10 micro sec  -- Return voltage protection</p>	Nos	2					



BSES RAJDHANI POWER LIMITED

3	<p>PINPOINTING SET -</p> <p>Sensitive acoustic and magnetic sensor to pinpoint fault.</p> <ul style="list-style-type: none"><li>-- Proportional signal on large L.C.D.</li><li>-- Coincidence figure readout i.e. distance to the fault in milliseconds.</li><li>-- Accurate display of magnetic and acoustic indications.</li><li>-- Light weight receiver</li><li>-- Automatic noise rejection</li><li>-- Automatic mute function</li><li>-- Route navigation</li><li>-- Display of fault distance in mtr.</li></ul>	Nos	2					
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## Appendix- I

### COMMERCIAL TERMS AND CONDITIONS - SUPPLY

SI No	Item Description	AS PER BRPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the due date of submission or amended due date of submission	
2	Price basis	a) <b>Firm</b> , FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi stores. b) Unloading at stores - in vendor's scope c) Transit insurance in Bidder scope	
3	Payment terms	a) 70% pro-rata of supply value shall be payable against R/A bills for supply of equipment and materials within 30 days against receipt of material at site and submission of following documents duly certified by BRPL Project-in-charge  b) 30% pro-rata after completion of training of 3 months/tracing of 30 faulty cables whichever is earlier and successful acceptance testing, commissioning and Handing Over of the entire Installation and duly certified by BRPL Project-in-charge and submission of PBG of 10% of contract value valid up to Defect Liability period i.e. 60 months from the date of Handing over of entire Installation Plus 3 months towards Claim period.	
4	Completion time	2.5 months from date of LOI/Order	
5	Defect Liability period	60 months from the date of Handing over of entire Installation.	
6	Liquidated damages	0.5% of total value for every week delay subject to maximum of 10% of total contract value	
7	Contract Performance Bank Guarantee	10% (Ten percent) of the Contract Price valid up to completion period/handing over.	
8	Performance Bank Guarantee	10% (Ten percent) of the Contract Price valid up to Defect Liability Period plus 3 months towards claim period.	



BSES RAJDHANI POWER LIMITED

## APPENDIX II

### 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 undertake to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 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 thereof, shall constitute a binding contract between us.

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

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

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

Signature..... In the capacity of

.....duly authorized to sign for

and on behalf of

(IN BLOCK CAPITALS).....

**Appendix III****ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

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

BSES Rajdhani Power Ltd (BRPL) intends to use reverse auction through SAP-SRM tool as an integral part of entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

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

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

**APPENDIX IV****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 its Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019, (herein after called —the "Purchaser") in the sum of Rs. ..../- (Rupees ..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

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

This guarantee will remain in force up to and including One Hundred Twenty (120) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

**APPENDIX - V****LITIGATION HISTORY**

Year	Name of client	Details of contract & date	Cause of Litigation/ arbitration and dispute	Disputed amount

**APPENDIX - VI****CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS**

Year	Name of client	Details of contract & date	Value of outstanding work	Estimated completion date

**APPENDIX - VII****FINANCIAL DATA**

(Duly Certified by Chartered Accountant)

	FY 18-19	FY 17-18	FY 16-17
Total assets			
Current assets			
Total Liability			
Current Liability			
Profit before taxes			
Profit after taxes			
Sales Turnover			

**APPENDIX VIII****CHECK LIST**

Sl No	Description	Compliance
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	DOCUMENTS IN SUPPORT OF QUALIFICATION CRITERIA	YES/NO
6	TECHNICAL BID	YES/NO
7	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
8	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO
9	EMD IN PRESCRIBED FORMAT	YES/NO
10	DEMAND DRAFT OF RS 1000/- DRAWN IN FAVOUR OF BSES RAJDHANI POWER LTD	YES/NO
11	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
12	FINANCIAL DATA IN TABULAR FORMAT	YES/NO
13	LIST OF CURRENT COMMITMENTS/ WORK IN PROGRESS	YES/NO
14	BANK SOLVENCY CERTIFICATE	YES/NO
15	NO LITIGATION CERTIFICATE	YES/NO



BSES RAJDHANI POWER LIMITED

**APPENDIX-IX**  
**FORMAT FOR PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee No.

Place:

Date:

To  
BSES Rajdhani Power Limited

Whereas BSES RAJDHANI POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. \_\_\_\_\_ with its Registered/ Head Office at \_\_\_\_\_

(Hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. \_\_\_\_\_ Dated \_\_\_\_\_ (the Contract);

And whereas the value of the Contract is Rs. \_\_\_\_\_ (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before \_\_\_\_\_

And whereas the Bank under instructions from the Supplier has agreed to guarantee the due performance of the Contract.

Now it is agreed as follows:

1. we \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is

NIT: CMC/BR/23-24/RB/PR/KG/1170

Bidders seal & signature



BSES RAJDHANI POWER LIMITED

lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 20..... at

1. For Bank

2. Signature  
Name

Power of Attorney No:

Banker's Seal



## **SECTION V**

### **VENDOR CODE OF CONDUCT**

Bidder shall agree to comply with Vendor code of Conduct as mentioned in BRPL Website. Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives. Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

#### **I. Labour and Human Rights**

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for

employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

### III. Environmental

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling

and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.

- Chemical and Hazardous Materials -Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- Environmental Permits and Reporting - All required environmental permits (e.g. discharge• monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

#### IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as an Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in• advertising, sales, and competition.

- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

#### V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, targets and implementation plans including a periodic assessment of Vendor's performance against those objectives.

- Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modelled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information.

## **SECTION VI**

### **TECHNICAL SPECIFICATIONS**





**Technical Specification  
for**

**Cable Fault Locating Van up to 11kV**

**Specification No: BSES-TS-113-CFL11-R0**

Rev:	0
Pages	9
Date:	21 June 2022
Prepared by	Abhishek Vashistha
	Gautam Deka/Pronab Bairagi
Reviewed by	Puneet Duggal
	Amit Tomar
Approved by	Gaurav Sharma
	Gopal Nariya



**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV**

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**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV****1. General**

The vehicle mounted system shall be capable of being connected to 1 phase of a power cable circuit and feature all state of the art cable fault locating and test methods, which are required to safely, quickly and efficiently identify and locate typical faults in LV and MV-power cable circuits.

It must provide cable testing in accordance with BIS/VDE /IEC/ISO/IEEE standards.

The following characteristics are especially important for the system's design:

- Sophisticated safety systems to protect the operator and the environment from hazardous conditions when applying HV
- Fully integrated control system operation
- User friendly, intuitive central user interface for easy operation

**2. System Requirements**

The operator should be able to perform all operating processes from one central control unit, featuring one minimum 21" colour touch display or any other suitable size. The system should be user friendly. This unit will process all fault location and test operations, inclusive the adjustment of all relevant test parameters, phase selection and data management / printing options.

All operation modes, techniques, parameter adjustments and safety controls must be fully integrated in the central system. The control panel shall provide the user interface to communicate and control the entire system. An additional keyboard or mouse shouldn't be a necessity.

The system must provide state of the art USB interfaces for data download of all automatically or manually recorded and logged measuring processes, software upgrades and the connection of other devices like printers, laptops, etc. The user interface must provide an all-time available online help to support the operator. The system should be equipped with Mobile Charging points.

The system must eliminate any possibility for incorrect operations, which could jeopardize the safety of the operator or the integrity of the entire system or its components. Further it has to have an integrated report system.

The activation of all safety related functions shall be managed by direct galvanic access push buttons, instead of software activation, like "Mains on", "Mains off", "HV on", "HV off" and "Emergency Off".

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV****3. Technical Requirement**

1	Scope	<p>a) This specification covers the technical requirements of design, manufacture, maintenance, training, packing, forwarding, supply and unloading at site/store and performance of Fault Locating Van with all accessories for trouble free &amp; efficient performance.</p> <p>b) This specification also covers the Familiarization and Training facility of the product as per the BSES requirement. The training shall be arranged at OEM and hand holding for operations and analysis of data for one year post delivery of Fault Locating Van in Delhi, India.</p> <p>c) BSES may purchase complete set including van or separate parts based on BOQ mentioned in the tender. For individual parts purchase OEM to follow equipment wise technical requirement mentioned in this specification.</p> <p>d) In case equipments wise purchase, OEM to install and commission the same inside the vehicle provided by BSES at site after delivery.</p>
2	Applicable Standards	<p>e) IEC 60270: High Voltage Test techniques-Partial Discharge measurements.</p> <p>f) IEC 60229: Electric cables - Tests on extruded over sheaths with a special protective function.</p> <p>g) IEEE 400.4-2015: Field testing and evaluation of the insulation of shielded power cable systems.</p> <p>h) IEEE 400.4-2015: Field Testing of shielded power cable system using VLM (less than 1 Hz)</p>
3	Climatic condition of services	<p>a) Maximum ambient temperature : 50 °C</p> <p>b) Minimum ambient temperature : 0 °C</p> <p>c) Maximum daily average ambient Temp : 42 °C</p> <p>d) Maximum Humidity : 100%</p> <p>e) Minimum Humidity : 10%</p> <p>f) Average annual Rainfall : 750 mm</p> <p>g) Rainy months : June to Oct</p> <p>h) Seismic Zone : 4</p> <p>The equipment shall be suitable for operations as per Indian Climatic Conditions.</p> <p>The atmosphere is generally laden with mild acid and dust suspended during dry months and subjected to fog in cold months.</p> <p>The design of the equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1g.</p>
4	General Technical Requirements	
4.1	<b>Surge Generator</b>	Suitable for fault location in low/medium/high voltage power cables --DC High Voltage Testing 4/8/16 kV.

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV**

		<ul style="list-style-type: none"><li>--Limited surge current up to 200mA. at 16kV</li><li>-- Inbuilt ARC Reflection Filter.</li><li>--Surge Testing Range 4/8/16 kV.</li><li>--HV Connection cable 50 mtr. single core coaxial copper with drum</li><li>-- Energy- 2000 joule at each step</li><li>--Earth cable 75 mtr. minimum 16 sqmm multi stranded flexible copper with drum.</li><li>--Main cable 70 mtr, minimum 3 core 2.5 sqmm copper</li><li>-- Discharge rod with lead 5 mtr.</li><li>-- Digital Multi meter</li><li>-- 32 pieces tool kit</li><li>-- Measuring wheel</li></ul>
4.2	<b>Reflectometer</b>	<p>Reflectometer for pre-location of cable faults from 0 to 50 km.</p> <ul style="list-style-type: none"><li>--Digital Time Domain Reflectometer.</li><li>--Pulse Echo, Impulse Current, Arc Reflection &amp; Decay methods</li><li>--Large and automatic graph storage.</li><li>--Easy menu based operation.</li><li>--Precise fault distance &amp; cable end measurement.</li><li>--Testing Range up to 50 KM.</li><li>-- Arm Multi short (5 nos. minimum)</li><li>-- Sampling rate- 200MHz minimum</li><li>--Minimum Volt of pre locator- 50</li><li>--Pulse width- 50 ns to 10 micro sec</li><li>--Return voltage protection</li></ul>
4.3	<b>Pinpointing Set</b>	<p>Sensitive acoustic and magnetic sensor to pinpoint fault.</p> <ul style="list-style-type: none"><li>--Proportional signal on large L.C.D.</li><li>--Coincidence figure readout i.e. distance to the fault in milliseconds.</li><li>--Accurate display of magnetic and acoustic indications.</li><li>--Light weight receiver</li><li>-- Automatic noise rejection</li><li>-- Automatic mute function.</li><li>-- Route navigation</li><li>-- Display of fault distance in mtr</li></ul>
4.4	<b>High voltage Murray loop</b>	<p>For pre-location of low &amp; high resistance constant leakage fault.</p> <ul style="list-style-type: none"><li>--Portable, Battery operated.</li><li>--Suitable for constant leakage fault up to 5 K.V. DC.</li><li>--Gives reading in % of cable length.</li><li>-- Accuracy up to 1% of fault distance.</li></ul>
4.5	<b>Cable Identification set</b>	<ul style="list-style-type: none"><li>--For Identification of the Cable.</li><li>--Accessories included: - Inductive clamps</li><li>-- Voltage- 100 volt minimum</li><li>-- Current- 100 amp minimum</li></ul>
4.6	<b>Cable Route tracer</b>	<p>For route tracing of underground cables</p>

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV**

	<b>and live cable locator</b>	--Route tracing of underground cable. --Depth measurement -- Watt- 5 minimum, -- 5 mtr depth minimum can be measured.
4.7	General Construction:	<p>The entire operation control is carried out via a central operating / interface unit which comprises the TDR for fault location and controls the individual high voltage operating modes and phase selection.</p> <p>All operation modes and techniques and safety control must be fully integrated in the central system control.</p> <p>The system must consist of modern interfaces, preferably USB eg: for a memory stick, Printer preferably a colour printer.</p> <p>All equipments must be installed such that they are compatible for a moving Vehicle and easily bear the vibrations as per the city road conditions.</p> <p>These interfaces must be accessible to enable an updating of the measuring system and recording or logging of all measuring processes. An online help shall support the operator. Operation shall be in English or with help of ICONS.</p> <p>Operating errors should be eliminated by the system.</p> <p>Keys with firm function like Mains "ON", Mains "OFF" and Emergency "OFF" shall be designed as switches with direct functionality.</p>
4.8	Safety requirement	<ul style="list-style-type: none"> <li>- Separation of operational and protective earthing in conjunction with an isolating transformer.</li> <li>- Protective earthing cable, minimum 16 mm<sup>2</sup> for equity in potential between cable test van and station ground.</li> <li>- Fault voltage protection facility for monitoring the maximum permissible contact voltage between the test van and the surrounding earth, and of quick voltage increases with max. 1/Vs during high voltage operation.</li> <li>- Monitoring the resistance of the connected station ground and protective earth for safe parameters in conformity with VDE.</li> <li>- Safety switching device with warning lights and an external Emergency-Off switch.</li> <li>- Automatic discharge and earthing switch.</li> <li>- Safety contacts on the doors.</li> <li>- Partition panel between HV cabin and operating cabin.</li> <li>- Floor of the Vehicle should be suitably insulated</li> <li>- Analogue indication of residual high voltage at the test object in case of a mains failure.</li> <li>- Caution plate (6 nos. Minimum) shall be provided along with Van. Following are the required parameters for Caution plates</li> </ul>

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV**

		<ul style="list-style-type: none"> <li>a. Plate shall be painted by fluorescent paint</li> <li>b. Tie shall be provided to bind on cable</li> <li>c. Printing shall be- <ul style="list-style-type: none"> <li>i. "Danger Plate"</li> <li>ii. "BSES Rajdhani Power Ltd/ BSES Yamuna Power Ltd"</li> <li>iii. "HV Cable Under Test"</li> <li>iv. "Mobile No....."</li> </ul> </li> </ul>
4.9	Vehicle (as per tender requirement)	<ul style="list-style-type: none"> <li>- All cable test equipment should be installed in a vehicle as consistent with lowest possible dimensions.</li> <li>- System should be fitted in a Force traveller van or Tata Van or Bolero Indian make or equivalent.</li> <li>- Seating space should be provided for minimum 3 additional persons apart from Driver.</li> <li>- The Van should include an operator's station in the form of a table with storage space and Swivel chair with locking facility.</li> <li>- Partition panel between HV cabin and operating cabin.</li> <li>- The operator's cabin and Driver cabin shall be fully air conditioned.</li> <li>- Van should be CNG based.</li> <li>- The van must have availability of single phase supply of 220kV, 50 Hz as required for station uses.</li> <li>- It should have USB Mobile charging points (2 Nos.)</li> </ul>
4.10	Name Plates and Marking	<p>Name Plate:</p> <ul style="list-style-type: none"> <li>i. Fixing by rivet only</li> <li>ii. Material : Anodized aluminum 16SWG / SS</li> <li>iii. Background : Satin Silver</li> <li>iv. Letters, diagram &amp; border : Black</li> <li>v. Process : Etching</li> <li>vi. Printing Details: Month &amp; year of manufacture, equipment type, input &amp; output rating, purchaser name &amp; order number, guarantee period</li> </ul> <p>Marking: The Fault Locating van shall be painted with white colour. The vehicle shall have markings as "BSES RAJDHANI/YAMUNA POWER Ltd" in standard BSES colour along with BSES LOGO at suitable locations. A marking with EHV Cable Fault Locating Van. A marking depicting HIGH VOLTAGE CABIN should also be given on the Vehicle including Danger Plate</p>

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11KV**

4.11	Tests	<p><b>Type Test:</b> All the accessories must be type tested from CPRI/ERDA/any other international laboratory/NABL in accordance of IEC/IEEE/IS and the report shall not be older than 5 years. Type test report validity is 5 years from the date of tender floating.</p> <p>In case of expired type test (type test report is older than 5 years), bidder has to conduct the test in accordance with IEC/IEEE/IS from above mentioned laboratory from BSES PO without any cost implication to BSES.</p> <p><b>Routine Test and Acceptance Test:</b> All the routine and acceptance tests shall be carried out in accordance with the relevant IS/IEC standards. All the Routine/Acceptance tests shall be witnessed by BSES authorised representative or any other agency deputed by BSES</p>
4.12	Warranty	5 Years from the date commissioning at BSES site or as per PO
4.13	Demo	The OEM shall provide the demonstration of the vehicle/Equipments covering all the factors. In case part purchase, individual demo to be given by OEM at BSES site based on requirement
4.14	Pre Dispatch Inspection	BSES reserve the right to conduct the inspection at any stage of manufacturing as well as before final clearance for dispatching without any intimation to OEM. For dispatch clearance, OEM must raise inspection call at least 10 days before from the proposed date of inspection.

**4. Deviation**

a) Deviations from this specification shall be listed separately (as per the attached deviation format in Annexure-A) by bidder clause wise (format given below) along with optional offer and has to submit the list along with bid/quotation. BSES will review the deviations and if BSES is agreed with the deviation, seller has to take written confirmation from BSES on deviation during tender evaluation.

b) In the absence of any separate list of deviations from the bidders with bid as well as written confirmation from BSES on deviations, it will be assumed by the Buyer that the Seller complies with the Specification fully.

c) Any deviations mentioned in any other submitted bid documents (i.e.in filled GTP, Catalog, BSES old approval, buyer's/seller's standards etc) by seller without separate deviation sheets will not consider as a deviation from this tech spec at any stage of contract.

**SPECIFICATION FOR CABLE FAULT LOCATING VAN UP TO 11kV****5. Quality Assurance:**

Vendor Quality Plan: To be submitted for purchaser approval

Inspection Points: To be mutually identified & agreed in quality plan

**6. Drawing, Data and Manuals:**

To be submitted along with the bid:

- a. Complete filled GPT and MQAP
- b. Type Test Certificate
- c. Complete Catalogue and manual

Submission required prior to dispatch

- a. Inspection and test reports carried out in manufacturer's works
- b. Test Certificate of all bought out items.

**7. Shipping**

The seller shall give complete shipping information concerning the gross weight, size of each packing and the seller has to send the materials to buyer's preferable store or site.

**8. Handling & Storage**

Manufacturer instruction shall be followed. Detail handling & storage instruction sheet / manual needs to be furnished before commencement of supply.

**9. Transit damage**

The seller shall be responsible for any transit damage due to improper packing or transport

**Annexure –A: Deviation sheet format.**

Sl. No.	Document Name	Clause No.	Deviation	Reason	Merit to BSES