

Volume - I

# TENDER NOTIFICATION FOR

Rate contract for supply of various sizes of Insulated Piercing Connectors (IPCs)

# CMC/BR/24-25/RB/PR/GP/1188

# Due date for submission of Bids: 10.05.2024, 15:30 HRS

# BSES RAJDHANI POWER LTD (BRPL)

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Section - I

# **REQUEST FOR QUOTATION**

# Tender Notification : CMC/BR/24-25/RB/PR/GP/1188

Event : Rate contract for supply of various sizes of insulated piercing connectors (IPCs)



BRPL invites Sealed tenders for supply of pole mounted distribution boxes & 1PH meter boxes from the manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly super scribed as — "BID OF RATE CONTRACT FOR SUPPLY OF VARIOUS SIZES OF INSULATED PIERCING CONNECTORS (IPCs) TENDER NOTICE: CMC/BR/24-25/RB/PR/GP/1188 DUE FOR SUBMISSION ON DT. 10.05.2024".

Sl. No	Mat code	Item Description	Specification	UOM	Requirem ent (Total Qty)	Estimated Cost (Rs)
		BRPL,DELH	II			
1	2100015889	CNCTR,CBLE/CNDUIT,PIERCING;16/95 SQ MM (TAP SIZE 4 TO 35 SQ MM)		NOS	1,50,000	
2	2100015897	CNCTR,CBLE/CNDUIT,PIERCING;50/150S Q MM (TAP OF 6 TO 50 SQ MM)	SECTION V	NOS	1,50,000	4.5 CR
3	2100015899	CNCTR,CBLE/CNDUIT,PIERCING;50/150 MM2 (TAP SIZE 25 TO 150 SQ MM)		NOS	2,50,000	

Note:

- Quantity may vary to any extent of +/- 30% of above mentioned total quantity.
- The rates quoted shall remain valid for one year from the date of LOI/RC.
- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of Rs.1180/-, drawn in favour of BSES RAJDHANI POWER LTD, payable at New Delhi. The sale of tender documents will be issued from 19.04.2024 onwards on all working days upto 10.05.2024. The tender documents can also be downloaded from the website "www.bsesdelhi.com".

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription —"Cost of Bid Documents: Tender Notice Ref: CMC/BR/24-25/RB/PR/GP/1188.This envelope should accompany the Bid Documents.

1.03 Offers will be received upto 15:00 Hrs. on dt. 10.05.2024 as indicated earlier and will be opened at the address given below dt 10.05.2024 at 15:30 Hrs. in the presence of authorized representatives of the bidders. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

#### HEAD OF THE DEPARTMENT, 1<sup>st</sup> FLOOR, 'C' BLOCK, CONTRACTS & MATERIALS DEPARTMENT, BSES RAJDHANI POWER LTD, BSES BHAWAN, NEHRU PLACE, NEW DELHI-110019.

1.04 BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

(i). Earnest Money Deposit (EMD) @ 2% (Two percent) of the Tender value i.e **Rs 9,00,000/-** is not deposited in shape of Bank Draft in favour of BSES RAJDHANI POWER LTD, payable at New Delhi or Bank Guarantee executed on favour of BSES RAJDHANI POWER LTD.

- (ii). The offer does not contain "FOR, NEW DELHI price indicating break-up towards all taxes & duties"
- (iii). Complete Technical details are not enclosed.
- (iv). Tender is received after due time due to any reason.
- 1.05 BRPL reserves the right to reject any or all bids or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.time of placing purchase orders.

#### 2.0 Qualification Criteria:-

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

Sr 10	Technical Criteria	Documents to be submitted by bidder
	The bidder should have own manufacturing facility to manufacture the product in India (an undertaking has to be submitted along with the bid) <b>Or</b>	Manufacturing and factory incorporation certificate / Undertaking
1	The bidder should have manufacturing facility to manufacture the product in India at its ancillary units or at works of other company with which company has MoU and serving these products for more than 2 years (Agreement with ancillary unit/other company has to be submitted along with the bid)	The details of manufacturing units, locations and works from where supply against this tend shall be proposed to be furnished.
2	The bidder should have supplied minimum 2,50,000 numbers IPC's in last 5 years from the date of bid opening to any utilities/SEB's/PSU's/reputed company (wherein the end user shall be Utility/SEB's/PSU's)	<ul> <li>i. Summary list of executed</li> <li>Purchase orders</li> <li>ii. Purchase order copies</li> <li>iii. Material delivery clearance</li> <li>certificate copy or delivery</li> <li>completion certificates or</li> <li>Invoice copies.</li> </ul>
3	The bidder should have manufacturing capacity of minimum 5000 Nos. IPCs per month	Installed capacity certificate
4	Performance certificate for minimum 2 year satisfactory performance for IPCs of similar rating or higher rating supplied in last 7 years from the date of bid opening from at least two utilities/ SEB/ PSUs / reputed company (wherein the end user shall be Utility/SEB's/PSU's) In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.	Performance certificates
5	The bidder must possess valid ISO 9001:2015 certification.	Valid copy of Certification

Sr	Commercial Criteria:	Documents to be
no		submitted by bidder
1	Bidder should have Average Annual Sales Turnover of Rs 5 Crores or more in last three (3) Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24).	Balance Sheet and Duly certified CA certificate to be submitted
2	The Bidder shall submit an undertaking that <u>"No Litigation</u> " is pending with the BRPL or its Group/Associates Companies.	Undertaking
3	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities	Undertaking
4	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statuary compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/Undertaking
Sr no	Additional Criteria	1
1	Any bidder not fulfilling the QR criteria may apply under this tender for the purpose of <b>T</b> <b>TRIAL ORDER POLICY</b> " subject to meeting all technical specifications and requirement. <i>A</i> be considered for <b>TRIAL ORDER</b> strictly as per the BRPL procurement policy / DERC guid	Any such bid submitted shall

bidders to qualify /claim for order of tender quantity. Not withstanding anything stated above, BRPL reserves the right to assess bidder's capabilities to perform the contract, assess the capability and installed capacity of the bidder for carrying out the supplies, should circumstances warrant such assessment in the overall interest of the purchaser. In this regards, the decision of the purchaser is "FINAL".

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** 



The manufacturer should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about No Objection to verify his manufacturing facility as a part of tender process.

#### 3.00 Bidding and Award Process

Bidders are requested to submit their questions regarding the RFQ or the bidding process after review of this RFQ. BRPL response to the questions raised by various bidders will be distributed to all participating bidders through website .

#### a. Time schedule of the bidding process

The bidders on this RFQ package should complete the following within the dates specified as under:

S. No.	Steps	Activity description	Due date
1	Technical Queries	All Queries related to RFQ	On or before 10.05.2024 1500 Hrs
2	Technical Offer	Documentary evidence in support of qualifying criteria. Technical Literature/GTP/Draw ings/Type test report if any etc Testing facilities Any other relevant document Acceptance to commercial terms & conditions viz delivery Schedule/ Period , Payment terms , BG etc. Quality assurance plan , Deviation from the specs , list of plant & machinery and testing equipments Unpriced items	10.05.2024, 1500 HRS
3	Commercial Officer	Prices for IPCs and. Break up regarding basic price and taxes. Delivery commitment	10.05.2024, 1500 HRS
4	Performance Guarantee Quality System Report	As per RFQ	Only for successful bidders
6	Opening of technical bid	As per RFQ	10.05.2024, 1530 HRS

This is a two part bid process.Bidders are to submit the bids a) Technical Bid b) PriceBid. Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and **Part-II "Financial bid**" and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

#### Bidders are requested to submit the bid in one original plus one copy in duplicate.

<u>The Part Technical Bid</u> – I Eligibility and Technical Bid should not contain any cost information whatsoever. In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II "Financial Bid' will be returned unopened.

The Part Financial Bid - II. Qualified bidders will be intimated after technical evaluation of all the bids is completed. The date and time of same shall be intimated in due course to the qualified bidders.Not withstanding anything stated above, the Purchaser reserves the right to assess bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

#### 4.00 Award Decision

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance 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.

The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

BSES reserves the right to split the tender quantity amongst techno commercially qualified bidders on account of delivery requirement in tender, quantity under procurement etc.

Spilitting of tender quantity amongst more than one bidder shall be governed by below mentioned guidelines: If the quantity is to be split among 2 bidders, it will be done in the ratio of **70:30 on L1 price**. If the quantity is to be split among 3 bidders, it will be done in the ratio of **60:25:15 on L1 price**.



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

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.

Purchaser at his own discretion may consider to award trial order (as per BRPL trail order policy) to bidders those not meeting financial & technical criteria mentioned at point nos. 3 & 6 at clause no. 2.0 (Qualification Criteria). However, bidders need to meet out other terms and conditions mentioned at clause no. 2.0 (Qualification Criteria).

**<u>Repeat Order</u>** : BRPL reserves the right to place repeat order at the same rates & terms and conditions as per this tender against additional requirement subject to mutual agreement between BRPL & supplier.

#### 5.00 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace.
- Breach of the terms of the published in Request For Quotation.

#### 6.00 Supplier Confidentiality

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

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

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

#### 7.0 Contact Information

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

	Technical	Commercial
Contact Name	Mr. Gopal Nariya, Copy to Mr. Rakesh Bansal	Mr. Rakesh Bansal
Address	BSES RAJDHANI POWER LTD, 1 <sup>st</sup> Floor, CES department, E Block, Nehru Place, New Delhi –110019	C&M Dept 1 <sup>st</sup> floor, D Block, BSES Rajhdhani PowerLimited, BSES Bhawan, Nehru Place, New Delhi -110019
Email Id	gopal.nariya@relianceada.com	rakesh.bansal@relianceada.com

Note : Those who are downloading tender notice from website. It is advisable to inform BRPL technical Deptt, so as they can be contacted in case of any amendment in tender.



# SECTION – II

# **INSTRUCTION TO BIDDERS (ITB)**

Rate contract for supply of various sizes of insulated piercing connectors (IPCs)

# CMC/BR/24-25/RB/PR/GP/1188



#### A. GENERAL

**1.00** BSES Rajdhani power Ltd ,hereinafter referred to as the Purchaser"are desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi The Purchaser has now floated this tender for procurement of Metering Cubicle as notified earlier in this bid document

#### 2.00 SCOPE OF WORK

The scope shall include Design, Manufacture, Testing at works conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser's stores.

#### 3.00 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise a rising in anyway from the selection process for the Supply.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

#### 4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and Purchaser will in no case be responsible or liable for those costs. Further the purchaser has the right to get sample of Polycarbonate Meter Seal tested by any reputed independent test lab (approved by BRPL) at the cost of bidder.

#### 5.0 **BIDDING DOCUMENTS**

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

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<ul> <li>(a) Request for Quotation (RFQ)</li> <li>(b) Instructions to Bidders (ITB)</li> <li>(c) General Conditions of Contract</li> <li>(d) Quantity and delivery requirement</li> <li>(e) Technical Specifications (TS)</li> </ul>	- Section - I - Section – II - Section - III - Section –IV - Section –V
Volume - II (a) Bid Form (b) Bid Format (c) Price Schedule (d) Commercial Terms & Conditions	- Annexure -I - Annexure -II - Annexure -III - Annexure - IV
<ul><li>(e) No Deviation Sheet</li><li>(f) Qualification Criterion</li></ul>	<ul> <li>Annexure -V</li> <li>Annexure- VI</li> </ul>

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



#### 6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them .
- 6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

#### C. PREPARATION OF BIDS

#### 7.0 LANGUAGE OF BID

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

#### 8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification ;
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Power of Attorney or Authorization letter indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.

#### 9.0 BID FORM

9.01 The Bidder shall complete an "Original' and another one "Copy'of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

#### 9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value(FOR Destination) i.e **Rs 9,00,000/-**. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in the following form :

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30)days beyond the validity of the bid
- (b) Bank Draft in favour of BSES RAJDHANI POWER LTD, payable at New Delhi.

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's EMD will be discharged upon furnishing the performance security. The EMD may be forfeited :

(a) if the Bidder:

i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ; or

(b) in the case of a successful Bidder, if the Bidder fails:



(i) to sign the Contract, or

(ii) to furnish the required performance security.

#### 10.0 BID PRICES

- 10.01 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work , breakup of price constituents, should be there.

Prices quoted by the Bidder shall be—Firm "and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price quotation will be treated as non -responsive and rejected.

#### 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees (INR) only.

#### 12.0 PERIOD OF VALIDITY OF BIDS

- 12.01 Bids shall remain valid for **120 days** post bid date.
- 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 by Fax/e-mail.

#### 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 of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

#### 14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents(as specified in Clause9.0),clearly marked "Original Bid",plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses15.0 and16.0. In the event of any discrepancy between the original and the copies,the original shall govern.
- 14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### D. SUBMISSION OF BIDS

#### 15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with **Technical & EMD**<sup>"</sup>. The Financial bid shall be inside another sealed envelope with superscription — Financial Bid ".Both these envelopes shall be sealed inside another big envelope.All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy.The envelopes should be superscribed with —"**Tender Notice No, Due date of submission, Tender opening date**.
- 15.03 The Bidder has the option of sending the Bids in person.Bids submitted by Telex/Telegram /Fax will not be accepted.No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.



#### 16.0 **DEADLINE FOR SUBMISSION OF BIDS**

- 16.01 The original Bid,together with the required copies, must be received by the Purchaser at the address specified not later than 15:00 HRS on 10.05.2024.
- 16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

#### 18.0 LATE BIDS

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

#### 19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

#### E. EVALUATION OF BID

#### 20.0 PROCESS TO BE CONFIDENTIAL

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

#### 21.0 CLARIFICATION OF BIDS

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

#### 22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item , the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non -conformity.

#### 23.0 EVALUATION AND COMPARISON OF BIDS

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



evaluated. Subsequently, the Financial Proposals along with supplementary Financial Proposals, if any, of Bidders with Technocommercially Acceptable Bids shall be considered for final evaluation.

- 23.03 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
  - (a) Supply Schedule
  - (b) Deviations from Bidding Documents

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

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

23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

#### F. AWARD OF CONTRACT

#### 24.0 CONTACTING THE PURCHASER

- 24.01 From the time of Bid submission to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

#### 26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

#### 27.0 THE PURCHASER 'S RIGHT TO VARY QUANTITIES

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

#### 28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

#### 29.0 **PERFORMANCE BANK GUARANTEE**

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (ten percent) of the Contract Price in accordance with the format provided. The Performance Bond shall be valid for a period of twenty four months (24) from the date of the commissioning or thirty months (30) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.



#### 30.0 CORRUPT OR FRADULENT PRACTICES

- 30.01 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:
- (a) Defines, for the purposes of this provision , the terms set forth below as follows:
  - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so,by misusing the position in which they are placed, and it includes the offering, giving, receiving, orsoliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders(prior to or after Bid submission ) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a proposal foraward if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 30.02 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.



# SECTION - III

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

Rate contract for supply of various sizes of insulated piercing connectors (IPCs)

CMC/BR/24-25/RB/PR/GP/1188



#### **GENERAL TERMS AND CONDITION**

#### 1.0 General Instructions

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

#### 2.0 Definition Of Terms

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

### BSES RAJDHANI POWER LIMITED

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.
- **3.02** Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.

#### 4.0 Scope Of Supply -General

- **4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02 Bidder shall have to quote for the Bill of quantities as listed in Section IV of this RFQ.
- 4.03 Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.
- **4.04** All relevant drawings, data and instruction manuals.

#### 5.0 Quality Assurance and Inspection

- 5.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- **5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BRPL.
- **5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.
- 5.04 On completion of manufacturing the items can be dispatched only after issue of shipping release by the Purchaser.
- 5.05 All testing and inspection shall be done with out any extra cost.
- **5.06** Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidders representative.
- 5.07 Bidder has to sign quality agreement before supply of the material.

#### 6.0 Packing, Packing List & Marking

- 6.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BRPL without undue risk of damage in transit.
- 6.02 Packing List: The contents of each package shall be itemized on a detailed list showing the exact weight and the extreme outside dimensions (length, width and eight) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

#### 7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items. For Supply to BRPL Delhi the price shall be inclusive of packing, forwarding, Freight & Goods and service tax (GST).

The above supply prices shall also include unloading at site stores.



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

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

#### 8.0 Variation in taxes, duties & levies:

- 8.01 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, incase of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 8.02 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- **8.03** Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).
- 8.05 As per GOI Notifications Section 164 read with Section 171 of the central goods and services tax act 2017, Central Govt makes "Anti Profiteering rules 2017". As per anti-profiteering Clause 171 applied as per Govt Notification which provides that it is mandatory to pass on all the benefits due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The GST rate shall be applicable as per the HSN codes, Hence request you to kindly forward the same.

#### 9.0 Taxes & Duties on raw materials & bought out components:

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

#### 10.0 Terms of payment and billing

- **10.01** For Supply of Equipments:
  - 100% payment shall be made within 45 days from the date of receipt of material at store/ site against submission of 10% performance bank guarantee. (Refer 10.01)
- **10.02** Bidder to submit the following documents against dispatch of each consignment:
  - i. Consignee copy of LR
  - ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
  - iii. Original certificate issued by BRPL confirming receipt of material at site and acceptance of the same.
  - iv. Dispatch clearance / inspection report in original issued by the inspection authority
  - v. Packing List.
  - vi. Test Reports
  - vii. Guarantee Certificate.
  - viii. Insurance policy to be obtained by supplier

#### 11.0 Price Validity

**11.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.

#### 12.0 Performance Guarantee

**12.01** Supplier shall establish a performance bond in favor of BRPL in an amount not less than ten percent (10%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of twenty four months (24) from the date of the commissioning or thirty months (30) from the date of receipt of material (last Consignment) at site/stores whichever is earlier plus 3 months towards claim period. It shall be in accordance with one of the following terms:



- a) Depositing pay order /demand draft of the relevant amount directly with BRPL at the address listed above or as otherwise specified by BRPL, either of which shall constitute the Performance Bond hereunder; or
- b) Bank guarantee from any nationalized bank in favour of BSES RAJDHANI POWER LTD (BRPL). The performance Bank guarantee shall be in the format as specified by BRPL.

#### 13.0 Forfeiture

- **13.01** 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, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- **13.02** Each Performance Bond established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

#### 14.0 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.

#### 15.0 Defects Liability Period

**15.01** The bidder to Guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

#### 16.0 Return, Replacement or Substitution.

BRPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BRPL may set off such costs against any amounts payable by BRPL to Supplier. Supplier shall reimburse BRPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

#### 17.0 Effective Date of Commencement of Contract:

17.01 The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

#### 18.0 Time – The Essence Of Contract

**18.01** 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 .

#### **19.0** The Laws and Jurisdiction of Contract:

- **19.01** The laws applicable to this Contract shall be the Laws in force in India.
- **19.02** All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Mumbai in India

#### 20.0 Events of Default

- 20.01 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

#### 21.0 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.

#### 22.0 Penalty for Delay

- 22.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the contract price (ex-work value) for every week delay or part thereof for individual mile stone deliveries..
- 22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price
- 22.03 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.

#### 23.0 Force Majeure

23.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.
- **23.02** Specific Events of Force Majeure subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements :
  - (i) The following events and circumstances :
  - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
  - b) Explosions or fires
  - (iii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
  - (iii) Dangers of navigation, perils of the sea.



- 23.03 Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:
  - i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
  - ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
  - iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
  - iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
  - v) Provide prompt notice of the resumption of full performance or obligation to the other party.
- 23.04 Mitigation of Events of Force Majeure Each Party shall:
  - (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
  - (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
  - (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.
- 23.05 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.
- 23.06 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.
- **23.07** Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.
- 23.08 Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.
- **23.09** Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

#### 24.0 Transfer And Sub-Letting

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

#### 25.0 Recoveries

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

#### 26.0 Waiver

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



Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

#### SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

Sl. No	Mat code	Item Description	Specification	UOM	Requirem ent (Total Qty)	Estimated Cost (Rs)
	BRPL,DELHI					
1	2100015889	CNCTR,CBLE/CNDUIT,PIERCING;16/ 95 SQ MM (TAP SIZE 4 TO 35 SQ MM)		NOS	1,50,000	
2	2100015897	CNCTR,CBLE/CNDUIT,PIERCING;50/ 150SQ MM (TAP OF 6 TO 50 SQ MM)	SECTION V	NOS	1,50,000	4.5 CR
3	2100015899	CNCTR,CBLE/CNDUIT,PIERCING;50/ 150MM2 (TAP SIZE 25 TO 150 SQ MM)		NOS	2,50,000	



# SECTION – V:

# **TECHNICAL SPECIFICATION(TS)**

Rate contract for supply of various sizes of insulated piercing connectors (IPCs)

CMC/BR/24-25/RB/PR/GP/1188



# The Detailed Specification of various sizes of insulated piercing connectors (IPCs)

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	Specification no –	BSES-TS-03-ABSC-R0
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Rev:		0
		0 05 Apr 2022
Date:		
Date: Pages:	Abhishek Vashistha	05 Apr 2022
Date: Pages:	Abhishek Vashistha Vani Sood/Rohit Patil/Naved Ahmed	05 Apr 2022 20
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Rev: Date: Pages: Prepared by Reviewed by	Vani Sood/Rohit Patil/Naved Ahmed Puneet Duggal	05 Apr 2022 20



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# Specification for accessories of HT & LT AB and service cable

# 1.0 Scope of supply

This standard covers accessories used with overhead AB cables. The requirements of this standard have been made in order to create a reliable distribution system.

## 2.0 Applicable codes & standards

Materials, equipments and methods used in the manufacture of accessories of HT/LT AB Cable shall conform to the latest edition of all applicable parts of following codes & standards including amendments –

	Indian electricity act & Indian Electricity Rules
	CBIP manual
	REC Specification 32/1984
IEC 60060	High voltage test techniques
IEC 60068-2-5	Test Sa: Simulated solar radiation at ground level and guidance for solar radiation testing.
IEC 60112	Method for the determination of the proof and the comparative tracking indices of solid insulating materials
IEC 60947-3	Low-voltage switchgear and controlgear - Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units
IEC 60269-1,- 2,-3,	Low voltage air break switches, air break disconnectors, air-break switch Disconnectors and fuse combination units
IEC 60529	Classification of degrees of protection provided by enclosures
IEC 60695-2-1	Fire hazard testing. Part 2: Test methods. Glow-wire test and guidance
IEC 61238	Compression and mechanical connectors for power cables for rated voltages up to 30 kV (Um = 36 kV) - Part 1: Test methods and requirements
IS 14255 / HD 626	LV Aerial Bunch Cable
IS 7098, Part-1	Cross linked Polyethylene Insualted PVC Sheathed Cables, Part-1, Working Voltage upto and including 1100V
IS 2629	Recommended Practice for Hot-Dip Galvanizing of Iron and Steel
IS 2633	Methods for testing uniformity of coating of zinc coated articles
IS 2486, Part-1	Metal fittings of insulators for overhead power lines with nominal voltage greater than 1000 V: Part 1 General requirements and tests
IS 5561	Electric Power connector.
IS 617	IS 617 : 1994 Aluminium and aluminium alloy ingots and castings for general engineering purposes
NFC 33-020 / EN 50483	Insulating Piercing Connectors for overhead distribution and service for ABC system.
NFC 33-021	Pre insulated compression type connecting equipment for overhead distribution & services for ABC System



NFC 33-004 /	Electrical Aging Test (1000 Cycle heating cooling test)
EN 50483-5	
EN 50483 -1	Test requirements for low voltage aerial bundled cable accessories, Part 1: Generalities
EN 50483 -3	Test requirements for low voltage aerial bundled cable accessories - Part 3: Tension and suspension clamps for neutral messenger system.
EN 50483 -4	Test requirements for low voltage aerial bundled cable accessories - Part 4: Connectors
EN 50483 -5	Test requirements for low voltage aerial bundled cable accessories - Part 5: Electrical ageing test
EN 50483- 6	Test requirements for low voltage aerial bundled cable accessories - Part 6: Environmental testing

In the event of direct conflict between various order documents, the precedence of authority of documents shall be as follows -

- i. Guaranteed Technical Particulars (GTP)
- ii. Specification including applicable codes, standards
- iii. Approved Vendor Drawings
- iv. Other documents

## 3.0 Purchaser electrical system data-

3.1	LT supply system	3 phase AC, 4 wire
3.2	Rated voltage	415v +/-10%
3.3	Rated frequency	50 Hz ± 5%
3.4	Fault level	35MVA – 50kA

## 4.0 Cable construction.

Constructional features of standard sizes of LT/HT AB cable & Service cables being used in BSES distribution system are given below.

Main / Branch AB Cable:-

- i) LTAB-3CX150 (Ph) + 1CX150 (N) + 1CX125 (M) + 1CX16 (SL)
- ii) LTAB-3CX95 (Ph) + 1CX95 (N) + 1CX70 (M) + 1CX16 (SL)
- iii) LTAB-3CX50 (Ph) + 1CX50 (N) + 1CX35 (M) + 1CX16 (SL)
- iv) HTAB-3CX150 (Ph) + 1CX150 (M)
- v) HTAB-1CX95 (Ph) + 1CX95 (M)

Service cable -

- i. 2CX10 sqmm XLPE cable.
- ii. 2CX 25 sqmm XLPE cable
- iii. 4CX 25 sqmm XLPE cable
- iv. 4CX50 sqmm XLPE cable.



Following are the salient features of LT AB cable are being used in BSES distribution.

4.1	Conductor (phase, neutral and street light	Stranded, circular and compacted Aluminum
4.2	Conductor insulation	Cross link polyethylene
4.3	Thickness of insulation (nominal / minimum)	
4.3.1	For 150 sqmm conductor	1.80 mm / 1.52 mm
4.3.2	For 95 sqmm conductor	1.50 mm / 1.25 mm
4.3.3	For 50 sqmm conductor	1.50 mm / 1.25 mm
4.3.4	For 16 sqmm conductor (street light)	1.20 mm / 0.98 mm
4.4	Messenger	Stranded circular, Aluminum – magnesium-silicon alloy
4.5	Min. breaking strength of messenger	As per table 2 of IS 398 part 4

# 5.0 Insulated Piercing Connectors (IPC):-

The IPC have all the following features -

5.1	Use	Tee, Tap-off connection of AB Cable or service cable from main AB cable.
5.2	Method of connection	Connection between uncut main AB cable's conductor to branch cable's conductor without having to trip either cable to expose the conductor. IPC must perform the piercing and connection of main and branch cable
		simultaneously while tightening.
5.3	Housing of current carrying part	Completely within weather resistance reinforce polymer or better insulating material.
5.4	Exposed metallic part	Should not have any potential during and after connector installation to allow safe installation on life lines. The arrangement of bolt and nut shall be locking type.
5.5	Tightening arrangement	Shear bolt is required. Bolt shall be tightened by standard hexagonal single spanner. Tightening arrangement by two spanners is not recommended.
5.6	Water proof and water tightness	Ensured by appropriate elastomeric material and not only by grease, gel or paste.
5.7	End sealing cap	To seal the cut end of branch cable. It should not be reusable type. It will not



		possible to remove the cap once the connector is fitted without damaged the
		cap. Loose cap with IPC is not acceptable.
5.8	Vibration & relative movement effect.	Design of IPC should be such as to not cause any damage to insulation of adjacent conductors due to vibration and relative movement during service.
5.9	Metallic part	Corrosion resistance
5.10	Contact blade / teeth material	Tinned copper / aluminum alloy.
5.11	Rating of contact blade / teeth	Should not be less than the current rating of maximum size of tap cable for which it is designed. Justify by calculation.
5.12	Connector blade / teeth	Factory greased and sealed to retard water & moisture ingress and corrosion
5.13	Hardware	Stainless steel for size upto M12. Hot dip galvanized for size above M12.
5.14	Phase marking	UV resistance Red, Yellow and Blue strip shall be fixed on connector in such a way that it is visible from ground level.
5.15	Marking of suitable size	Indelibly mark the following on IPC
	-	i. Name or Logo of manufacturer.
		ii. Model Number
		iii. Size of max. & min. main cables for which it shall be suitable.
		iv. Size of max. & min. branch cables for which it shall be suitable.
		v. Month and year of manufacture.
		vi. BSES logo.
5.16	Permanence test of marking	The performance of marking shall be checked by rubbing 15 seconds first with a cloth dipped in water and then for 15 seconds with a cloth dipped in petroleum spirit (aliphatic solvent
		hexane with boiling point of 65 Deg.C and specific gravity of 0.68)

# 6.0 Satellite connector:

It should have all the technical features as mentioned in clause no. 5.0. In addition, it must be suitable for terminating minimum 4 nos service cable of size upto 25sqmm. Main LT AB cable size shall be 150 / 95 sqmm.



## 7.0 Anchor clamp (Dead end clamp) for bare messenger.

The clamp should be designed to anchor the LT and HT AB cable with pole and shall have all the following features -

7.1	Size of clamp	Suitable for 150,125, 95, 70 or 35
1.1	Size of clamp	sqmm aluminum alloy bare messenger.
7.2	Material of clamp body and	Aluminum alloy (A-6) corrosion
1.2	keeper	resistance.
7.3	Constructional requirement	Suitable to fit in with the eye hook
1.5		& should not or corrode the messenger.
		Single clamp design required for
		messenger sizes 35-150 sqmm
7.4	Surface finish	Finishing of clamp shall be smooth to
/		avoid any damage of insulation of the
		other conductor.
		The clamp shall be free from all flaws,
		irregularities and sharp radii of
		curvature.
7.5	Breaking load of clamp	Shall not be less than 90% of
		UTS of 150 sqmm messenger.
7.6	Slip strength of clamp	Min.75% of UTS of 150 sqmm messenger
7.7	Tightening arrangement	By bolting. The bolt must have a
		minimum thread of M10 and they must
		be prevented from getting loose by
		means of spring washer, flat washer
		and double nuts. The bolts must be
		withstands a minimum torque of 35Nm
7.0		at tightening.
7.8	Hardware	Stainless steel for size upto M12. Hot
7.0	Marking of alarma (alarmination of alarmination)	dip galvanized for size above M12.
7.9	Marking of clamp (aluminum part)	By embossing , engraving the following
		marking on each clamp
		i. Name or Logo of manufacturer. ii. Size of messenger for which it shall
		<li>Size of messenger for which it shall be suitable.</li>
		iii. Month and year of manufacture.
		iv. BSES.
<u> </u>		

## 8.0 Suspension clamp for bare messenger

The clamp should be designed to hold LT and HT AB cable with pole and shall have all the following features-

8.1	Size of clamp	Suitable for 150,125, 95, 70 or 35 sqmm aluminum alloy bare messenger.
8.2	Material of clamp	Aluminum alloy (A-6) or 4635 of IS: 617, corrosion resistance.



8.3	Constructional requirements	Suitable to fit in easily with the eye
		hook. The clamp shall be provided with black weather resistance plastic coating of atleast 1mm thick to prevent the insulation of the phase conductor from chafing due to rubbing against clamp. Single clamp design required for messenger sizes 35-150 sqmm Finishing of clamp shall be smooth to avoid any damage of insulation of the other conductor. It must be possible, during the installation, to suspend the messenger in the open clamp before the bolts is
		tightened. Suspension clamp assembly shall provide sufficient flexibility to allow free movement of the clamp at both straight run and angle locations. It shall not damage or corrode the messenger The clamp shall have good finish and shall be free from all flaws, sharp radii of curvature and the edges shall be suitable round off.
8.4	Breaking load of clamp	Minimum 25 KN
8.5	Slip strength of clamp	Shall not be less than 8 KN
8.6	Tightening arrangement	The bolt must have a minimum thread of M8 and they must be prevented from getting loose by means of flat washer, spring washers double nuts. The bolts must withstand a minimum torque of 22 Nm at tightening.
8.7	Hardware	Stainless steel for size upto M12. Hot dip galvanized for size above M12.
8.8	Marking of clamp (aluminum part)	By embossing , engraving the following marking on each clamp         v. Name or Logo of manufacturer.         vi. Size of messenger for which it shall be suitable.
		vii. Month and year of manufacture. viii. BSES



# 9.0 Cable end caps

The Cable end cap shall have all the following features -

9.1	Used of end cap	To seal the unused end of LT AB cable for protection.
9.2	Size	Suitable for cable sizes of 16 sqmm to 150 sq.mm
9.3	Material	UV resistance premoulded type elastometic material
9.4	Colour of cap	Black / colour preferred if IPC doesn't have colour marking
9.5	Marking on cap	<ul> <li>i. Name or Logo of manufacturer.</li> <li>ii. Size of max and min cables for which it shall be suitable.</li> <li>iii. Month and year of manufacture.</li> <li>iv. BSES.</li> </ul>

# 10.0 Eye hooks (Flat type).

The Eye Hooks shall have all the following features-

10.1	Size	Suitable to hold anchor and suspension
		clamps.
10.2	Installation	With bracket / clamp at pole.
10.3	Material	Forged galvanized steel.
10.4	Corrosion resistance	By galvanization with min. mass 610 gm
		/ sqm.
10.5	Hardware	Stainless steel for size upto M12. Hot
		dip galvanized for size above M12.
10.6	Ultimate tensile strength	Should not be less than the UTS of
		messenger.
10.7	Marking	i. Name or Logo of manufacturer.
		ii. Month and year of manufacture.

# 11.0 PG Clamp.

The PG Clamp shall have all the following features -

11.1	Use	The clamp shall be suitable to connect messenger for continuity of messenger in LT and HT feeder. It shall be suitable
		for connecting the messenger to aluminum / steel wire for earthing.
11.2	Material	Aluminum alloy (A-6) or 4635 of IS: 617, corrosion resistance. The body & keeper shall be made by extrusion / pressure die casting or any superior method.



11.3	Constructional requirements	The connector shall be free from all irregularities, flaws and sharp raddi of curvature.
11.4	Hardware	Stainless steel for size upto M12. Hot dip galvanized for size above M12.
11.5	Tightening arrangement	The bolt must be prevented from getting loose by means of flat washer, spring washers double nuts.
11.6	Marking on clamp	<ul> <li>i. Name or Logo of manufacturer.</li> <li>ii. Size of messenger for which it is design.</li> <li>iii. Year and month of manufacture</li> <li>iv. BSES</li> </ul>

# 12.0 Service Main Clamp

The service main clamp shall have all the following features

12.1	Use	To anchor insulated service cable as
		per size specified in clause no4.
12.2	Material	Thermoplastic and SS
		wedge-Stainless steel for bail
12.3	Constructional requirements	The clamp should be made of Thermoplastic type wedges sliding inside the body to <u>be insulated without using any tool</u> , such as self supporting type. The bail shall be easy to open type fixing to brackets or pigtails with adjustable length upto 220mm (approx.). The clamp shall be as per NFC 33042 standard or equivalent IS / IEC / DIN
		standard.
12.4	Guaranteed breaking load	Min. 3 KN.
12.5	Hardware	If provided, it shall be stainless steel for size upto M12 and Hot dip galvanized
		for size above M12.
12.6	Marking on clamp	<ul> <li>i. Name or Logo of manufacturer.</li> <li>ii. Size of service cable for which it is design.</li> </ul>
		iii. Year and month of manufacture
12.7	Permanence test of marking	iv. BSES logo The performance of marking shall be checked by rubbing 15 seconds first with a cloth dipped in water and then for 15 seconds with a cloth dipped in petroleum spirit (aliphatic solvent hexane with boiling point of 65 Deg.C and specific gravity of 0.68)



# 13.0 Universal Service Bracket

The universal service bracket shall have all the following features

13.1	Use	To hold the service main clamp with
		pole.
13.2	Material	Weather proof, UV resistance polymer
		or aluminum alloy (A-6)
13.3	Constructional requirements	The bracket shall be fixed with pole by
		stainless steel strap in min two run.
		Suitable for anchoring min. 4 nos
		service main clamp.
14.4	Guaranteed breaking load	Min. 15 KN.
14.5	Marking on clamp	i. Name or Logo of manufacturer.
		ii. Model no.
		iii. Year and month of manufacture
		iv. BSES
14.6	Permanence test of marking (on	The performance of marking shall be
	polymer)	checked by rubbing 15 seconds first
		with a cloth dipped in water and then
		for 15 seconds with a cloth dipped in
		petroleum spirit (aliphatic solvent
		hexane with boiling point of 65 Deg.C
		and specific gravity of 0.68)
1		

## 14.0 Steel Buckles

The steel strap shall have all the following features.

14.1	Use	To hold the steel strap used for fastening of universal service bracket, distribution box on LT pole, supporting the GI pile with pile.
14.2	Material	Stainless Steel.
14.3	Constructional requirements	Inner height of the buckle shall be 3mm and inner width of the buckle be 21 mm. Surface of the buckles should be degreased.
14.4	Guaranteed breaking load	Min. 7.5 KN.

# 15.0 Steel Strap

15.1	Use	To hold the universal service bracket, distribution box on LT pole, supporting the GI pile with pile.
15.2	Material	Stainless Steel.
15.3	Constructional requirements	Width and thickness of strap shall be 20 X 0.75 mm.
15.4	Guaranteed breaking load	Min. 7.5 KN.



## 16.0 Tests

For all accessories, the type test report should be submitted from an independence NABL accredited laboratory like CPRI or the ILAC- MAR signatory laboratory in case of a foreign manufacturer. The type test conducted within five years shall only be considered as a valid type test report. Vendor in event of order has to submit QAP.

Testing of components shall be as per following.

16.1	IPC, Satellite connector & End	Following type test to be conducted on
	cap (as applicable)	sample.
16.1.1	Type Test-	<ul> <li>Mechanical Testing         <ul> <li>Test for mechanical damage to the main conductor.</li> </ul> </li> </ul>
		b. Branch cable pull out test.
		c. Connector bolt tightening test.
		d. Shear Head function test
		e. Low temperature Impact test.
		<li>ii. Dielectric Voltage test &amp; leakage current test.</li>
		iii. Water tightness test.
		iv. Low temperature assembly test.
		v. Corrosion test.
		vi. Climatic ageing test.
		vii.Electrical ageing test. (min. 1000 nos heating- cooling cycles) viii. Permanent marking test.
		ix. Contact resistance test by 100V DC source
16.1.2	Acceptance test.	Following tests on randomly selected samples shall be carried out during inspection to validate the acceptance of product. Manufacturer also needs to carry our all the following tests on randomly selected samples from every batch before offer inspection. i. Visual Inspection.
		<ul><li>ii. Dimensional as per type test report.</li><li>iii. Dielectric and leakage current test.</li></ul>
		iv. Water tightness test.
		l v Mechanical test
		v. Mechanical test a Test for mechanical damage to the
		a. Test for mechanical damage to the
		a. Test for mechanical damage to the main conductor.
		<ul><li>a. Test for mechanical damage to the main conductor.</li><li>b. Branch cable pull out test.</li></ul>
		a. Test for mechanical damage to the main conductor.



16 1 3	Routine Test	i. Visual Examination
10.1.0		ii. Dimensional as per type test report.
		iii. As per NFC / EN / IEC / IS
16.2	Anchor Clamp & Dead end clamp	
16.2.1	Type Test	Following type tests shall carried out on sample.
		i. Visual Examination.
		ii. Slip strength test.
		iii. Ultimate strength test.
		iv. Electrical resistance test
		v. Heating cycle test.
		vi. Verification of dimension.
		vii. Galvanizing test (uniformity & mass of Zn coating)
16.2.2	Acceptance test	The following tests shall be carried out during acceptance test.
		i. Visual examination.
		ii. Chemical composition test.
		iii. Verification of dimension
		iv. Slip strength test
		v. Ultimate strength test.
		vi. Galvanizing test (uniformity & mass of Zn coating)
16.2.3	Routine test	i. Visual Examination.
10.2.3	Routine test	ii. Mechanical test, slip strength test.
16.3	Eye Hook	Following type tests shall carried out on sample.
16.3.1	Type Test	i. Visual Examination.
		ii. Verification of dimension.
		iii. Mechanical test.
		iv. Galvanizing test. (Uniformity and
		mass of Zn coating)
		v. Chemical composition test.
16.3.2	Acceptance test	The following tests shall be carried out during acceptance test.
		i. Visual Examination
		ii. Verification of dimension
		iii. Mechanical test.
		iv. Galvanization test.
16.3.3	Routine test	i. Visual Examination.
		ii. Verification of dimension.



16.4	PG Clamp	
16.4.1	Type Test.	Following type tests shall carried out
		on sample
		i. Tensile Test.
		ii. Resistance Test.
		iii. Temperature rise test.
		iv. Short time withstand current test.
		v. Dimensional check.
		vi. Galvanizing test (uniformity and mass of Zn collating). Where
		applicable.
16.4.2	Acceptance Test	The following tests shall be carried out during acceptance test.
		i. Tensile test.
		ii. Resistance test.
		iii. Galvanization test (Uniformity and mass of Zn coating), where applicable
		iv. Visual inspection
		v. Dimensional check
16.4.3	Routine Test	i. Visual Inspection
		ii. Dimensional check
16 E	Convice main clemp 9 Universal	
16.5	Service main clamp & Universal Service Bracket	
<b>16.5</b> 16.5.1		Following type tests shall carried out on
	Service Bracket	sample
	Service Bracket	sample i. Visual Examination.
	Service Bracket	sample i. Visual Examination. ii. Dimensional verification.
	Service Bracket	sample i. Visual Examination. ii. Dimensional verification. iii. Tensile strength
	Service Bracket	sample i. Visual Examination. ii. Dimensional verification. iii. Tensile strength iv. Electrical resistivity.
	Service Bracket	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> </ul>
	Service Bracket	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> </ul>
	Service Bracket	samplei. Visual Examination.ii. Dimensional verification.iii. Tensile strengthiv. Electrical resistivity.v. Climatic ageing / UV resistance test.vi. Corrosion test.vii. Chemical composition test.
	Service Bracket	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> </ul>
	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test.</li> <li>(Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test. (Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test. (Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test.</li> <li>(Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> <li>ii. Dimensional verification.</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test. (Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength.</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test. (Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength.</li> <li>iv. Electrical resistivity.</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test.</li> <li>(Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength.</li> <li>iv. Electrical resistivity.</li> <li>v. Chemical composition test</li> </ul>
16.5.1	Service Bracket Type Test	<ul> <li>sample</li> <li>i. Visual Examination.</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength</li> <li>iv. Electrical resistivity.</li> <li>v. Climatic ageing / UV resistance test.</li> <li>vi. Corrosion test.</li> <li>vii. Chemical composition test.</li> <li>(Applicable for aluminum alloy made universal bracket)</li> <li>Following acceptance test shall be carried out on randomly selected sample during inspection.</li> <li>i. Visual Examination</li> <li>ii. Dimensional verification.</li> <li>iii. Tensile strength.</li> <li>iv. Electrical resistivity.</li> </ul>



16.5.3	Routine Test	i. Visual examination.
		ii. Dimensional verification.
		<li>iii. Tensile strength ( on sample of each batch)</li>
	iv.Electrical resistivity (On sample of each batch)	

## 17.0 Shipping, Handling and Site support

17.1	Packing protection	Against shocks, vibration & corrosion.
17.2	Packing Identification Labels	To Show purchase name, P.O number, Item Code number, name & type of product, Quantity of product, weight of packing box etc.
17.3	Handling Instruction	To be marked on packing box.

#### 18.0 Deviations

Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause / GTP/ Drawing and a description of the alternative offer. In absence of such a statement, requirements of the Specification shall be met without exception.

#### 19.0 Documentation

15.1	Technical bid submission to include	Dully filed GTP
15.2		Valid Type test report
15.3		GA drawing
13.4		Catalogue of product.
		Sample – 1no each type



## Annexure - A Technical particulars (Data by purchaser)

The package substation shall be designed & tested to operate satisfactorily under following conditions –

Sr	Description	Data by purchaser	
No			
1	Location of equipment	Delhi	Outdoor
2	Reference design ambient temperature	Delhi	40 deg C
3	Maximum ambient temperature	Delhi	50 deg C
4	Relative humidity	Delhi	85% for Delhi
5	Seismic zone as per IS 1893 part1	Delhi	Zone IV



## Annexure - B Guaranteed Technical Particulars (Data by Supplier).

## **B-1:** GTP for Insulating Piercing Connector / Satellite Connector.

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning	
	clause no.	
6	i. Size of main	
	ii. Number and size of tap	
7	Number of tightening bolts	
8	Rated bolt tightening torque	
9	Torque required for breaking shear head	
10	Type of end cap for branch cable	
11	Continuous current rating	
12	Over load capacity	
13	Minimum breading load of connector	
14	Torque required for establishing connection between main & body	
15	Type and grade materials of the body.	
16	Type & grade of contact plate materials	
17	Number of teeth and size	
i.	Main	
ii.	Тар	
18	Material of bolts, shear head	
19	Approx weight	
20	Marking on clamp	
21	Overall dimension	
22	GA drawing attached.	
23	Type test report enclosed	

### **B-2: GTP for Anchor Clamp.**

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	



5	If NO for point po 4 above	1
5	If NO for point no. 4 above,	
	submission of deviation sheet for	
	mentioning clause no.	
6	Type of clamp	
7	Range of messenger	
8	Type and grade of metallic / non-	
	metallic material	
9	Manufacturing process of metallic	
	body and keeper	
10	Min. Ultimate tensile strength	
11	Min. slip strength	
12	Overall dimension (LXWXD) mm	
13	Approx. Weight	
14	Marking on clamp	
15	GA drawing submitted (Y / N)	
16	Type test report submitted (Y / N)	

## B-3: GTP for Suspension Clamp.

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning clause no.	
6	Type of clamp	
7	Range of messenger	
8	Type and grade of metallic material	
9	Type and grade of metallic & non metallic material	
10	Manufacturing process body and keeper	
11	Profile of contact surface (tooth / grooved / grip jawed)	
12	Min. Ultimate tensile strength	
13	Min. slip strength	
14	Overall dimension (LXWXD) mm	
15	Approx. Weight	
16	Marking on clamp	
17	GA drawing submitted (Y / N)	
18	Type test report submitted (Y / N)	



## **B-4: GTP for Eye Hook.**

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning clause no.	
6	Type of design	
7	Type and grad of metallic material	
8	Manufacturing process	
9	Min. Ultimate tensile strength	
10	Overall dimension (LXWXD) mm	
11	Approx. Weight	
12	Marking on clamp	
13	GA drawing submitted (Y / N)	
14	Type test report submitted (Y / N)	

## B-5: GTP for PG Clamp.

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning clause no.	
6	Type of clamp	
7	Range of messenger	
8	Type and grade of metallic material	
9	Manufacturing process of metallic body and keeper	
10	Min. Ultimate tensile strength	
11	Min. slip strength	
12	Overall dimension (LXWXD) mm	
13	Approx. Weight	
14	Marking on clamp	
15	GA drawing submitted (Y / N)	
16	Type test report submitted (Y / N)	



B-6: GTP for Service main clamp / Universal Bracket.
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Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning clause no.	
6	Type of design	
7	Type and grade of metallic / non metallic materials	
8	Manufacturing process	
9	Min. Ultimate tensile strength	
10	Overall dimension (LXWXD) mm	
11	Approx. Weight	
12	Marking on clamp	
13	GA drawing submitted (Y / N)	
14	Type test report submitted (Y / N)	

## B-7: GTP for Steel Buckles / SS Strap.

Sr. No.	Descriptions	Data to be filled by Manufacturer
1.	Name and address of manufacturer	
2	Place of manufacture	
3	Standard	
4	Confirmation to specification (Yes/ No)	
5	If NO for point no. 4 above, submission of deviation sheet for mentioning clause no.	
6	Type of design	
7	Type and grade of metallic / non metallic materials	
8	Manufacturing process	
9	Min. Ultimate tensile strength	
10	Overall dimension, mm	
11	Approx. Weight	
12	Marking on clamp	
13	GA drawing submitted (Y / N)	
14	Type test report submitted (Y / N)	



Volume - II

# FORMATS

# **Tender Notification for**

Rate contract for supply of various sizes of insulated piercing connectors (IPCs)

CMC/BR/24-25/RB/PR/GP/1188



То

#### Annexure -I

#### **BID FORM**

Rate contract for supply of various sizes of insulated piercing connectors (IPCs)

Contracts BSES Ra BSES Bh	he Department s & Materials ijdhani Power Ltd iawan, Nehru Place ni– 110019
1	We understand that BRPL is desirous of procuring "Rate contract for supply of various sizes of insulated piercing connectors (IPCs) in it's licensed distribution network area in Delhi.
2	Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Drawings, Conditions of Contract and specifications for the sum of <u>AS PER PRICE BID ENCLOSED</u> or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3	If our Bid is accepted, we under take to deliver the entire goods as per delivery schedule given by you 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 General Conditions of Contract.
5	We agree to abide by this Bid for a period of 120 days from the date fixed for bid openingunder clause 9.0 of GCC, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6	We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7	Unless and until Letter of Intent isissued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.
8	We understand that you are not bound to accept the lowest, or any bid you may receive.
9	There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC.
Dated thi	s day of
Signature	e In the capacity of
	duly authorized to sign for and on behalf of (IN BLOCK CAPITALS)



#### Annexure -II

#### FORMAT FOR EMD BANK GUARANTEE

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank]at[Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called —the Bank"),are bound unto BSES Rajdhani Power Ltd., with it's Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019 ,(herein after called —the Purchaser")in the sum of \_\_\_\_\_\_\_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/GENERAL CONDITIONS.;

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

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

(signature of the bank)

Signature of the witness



Annexure-III

## PRICE FORMAT

NIT: CMC/BR/24-25/RB/PR/GP/1188

MAT Code	ITEM DESCRIPTION	QTY AS PER RFQ	UOM	EX- WORKS RATE/ UN IT	CGST (%)	CGS T AM O UNT (Rs)	SG ST (%)	SGS T AM OU NT (Rs)	I G S T (%)	IGST AM O UNT (Rs)	FRE I GH T (Rs)	LAND ED RATE /UNI T (Rs)	TOTA L AMOU NT (Rs)
2100015889	CNCTR,CBLE/CNDUIT ,PIERCING;16/95 SQ MM (TAP SIZE 4 TO 35 SQ MM)		NOS										
2100015897	CNCTR,CBLE/CNDUI T,PIERCING;50/150S Q MM (TAP OF 6 TO 50 SQ MM)	,,	NOS										
2100015899	CNCTR,CBLE/CN DUIT,PIERCING;5 0/150MM2 (TAP SIZE 25 TO 150 SQ MM)	2,50,000	NOS										



## Annexure - IV

NIT NO & DATE : NIT: CMC/BR/24-25/RB/PR/GP/1188

## **COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	AS PER BRPL	CONFIRMATION OF BIDDER
1	Validity of prices	120 days from the date of offer	
2	Price basis	<ul> <li>a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes &amp; duties, freight upto Delhi stores.</li> <li>b) Unloading at stores shall be in vendor's scope</li> <li>c) Transit insurance in BRPL scope</li> </ul>	
3	Payment terms	100% payment within 45 days after receipt of material at stores	
4	Delivery schedule	As per our requirement (delivery shall be made within 3 to 4 months from the date of issuance of PO)	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of supply ,whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value of undelivered units	
7	Performance Bank Guarantee	10% of total PO value valid for 24 months after commissioning or 30 months from the last date of supply, whichever is earlier plus 3 months towards claim period	



#### ANNEXURE V

#### NIT NO & DATE : CMC/BR/24-25/RB/PR/GP/1188

## **NO DEVIATION SHEET**

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS, IF ANY

#### SIGNATURE & SEAL OF BIDDER

#### NAME OF BIDDER



#### <u>Annexure – VI</u>

Sr no	Technical Criteria	Documents to be submitted by bidder			
	The bidder should have own manufacturing facility to manufacture the product in India (an undertaking has to be submitted along with the bid) <b>Or</b>	Manufacturing and factory incorporation certificate / Undertaking			
1	The bidder should have manufacturing facility to manufacture the product in India at its ancillary units or at works of other company with which company has MoU and serving these products for more than 2 years (Agreement with ancillary unit/other company has to be submitted along with the bid)	The details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished.			
2	The bidder should have supplied minimum 2,50,000 numbers IPC's in last 5 years from the date of bid opening to any utilities/SEB's/PSU's/reputed company (wherein the end user shall be Utility/SEB's/PSU's)	<ul> <li>i. Summary list of executed</li> <li>Purchase</li> <li>orders</li> <li>ii. Purchase order copies</li> <li>iii. Material delivery clearance</li> <li>certificate copy or delivery</li> <li>completion certificates or</li> <li>Invoice copies.</li> </ul>			
3	The bidder should have manufacturing capacity of minimum 5000 Nos. IPCs per month	Installed Capacity Certificate			
4	<ul> <li>Performance certificate for minimum 2 year satisfactory performance for IPCs of similar rating or higher rating supplied in last 7 years from the date of bid opening from at least two utilities/ SEB/ PSUs / reputed company (wherein the end user shall be Utility/SEB's/PSU's)</li> <li>In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.</li> </ul>	Performance certificates			
5	The bidder must possess valid ISO 9001:2015 certification.	Valid copy of Certification			

Sr no	Commercial Criteria:	Documents to be submitted by bidder				
	Bidder should have Average Annual Sales Turnover of Rs 5 Crores or more in	Balance Sheet and Duly certified				
1	last three (3) Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24).	CA certificate to be submitted				
	The Bidder shall submit an undertaking that <u>"No Litigation</u> " is pending with					
2	the BRPL or its Group/Associates Companies.	Undertaking				
	An undertaking (self-certificate) that the bidder has not been					
	blacklisted/debarred by any central/state government institution/Electricity					
3	utilities	Undertaking				
	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					
	statuary compliances as per the laws/rules etc. before the start of the	Relevant Statutory Documents				
4	supply/work.	Copy/Undertaking				
Sr no	Additional Criteria					
	Any bidder not fulfilling the QR criteria may apply under this tender for the pu	rpose of TRIAL ORDER, as per "				
	BRPL TRIAL ORDER POLICY" subject to meeting all technical specifications and requirement. Any such bid					
	submitted shall be considered for TRIAL ORDER strictly as per the BRPL procurement policy / DERC guidelines and					
1	shall not entitle bidders to qualify /claim for order of tender quantity.					
T	Not withstanding anything stated above, BRPL reserves the right to assess bidder's capabilities to perform the					
	contract, assess the capability and installed capacity of the bidder for carrying out the supplies, should					
	circumstances warrant such assessment in the overall interest of the purchaser.					
	In this regards, the decision of the purchaser is "FINAL".					



#### <u> Annexure - A</u>

#### 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 bidders who are techno-commercially qualified on the basis of tender requirements shall participate in the reverse auction.

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

- 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 the bid due to telephone glitch, internet response issues, software & hardware hangs/failures, power failures or any other reason shall not be the responsibility of BRPL.
- 2. In case bidder fails to participate in the reverse auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid submitted by them as a part of tender shall be considered as bidder's Final No Regret offer. Any off-line price bids received from a bidder in lieu of non-participation in the reverse auction event shall be rejected by BRPL.
- 3. The bidder is advised to understand the auto bid process t safeguard themselves against any possibility of non-participation in the reverse auction event.
- 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.



#### CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	TECHNICAL BID	YES/NO
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
7	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO
8	EMD IN PRESCRIBED FORMAT	YES/NO
9	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF	BSESPOWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO