

BSES

BSES Rajdhani Power Ltd.

**TENDER NOTIFICATION
FOR
RATE CONTRACT FOR REPLACEMENT OF OLD
CEILING FANS OF BRPL CONSUMERS WITH BEE
5 STAR RATED SUPER ENERGY EFFICIENT BLDC
(26W & 28W) FANS.
DT: 19.09.2024**

NIT NO: CMC/BR/24-25/FK/PR/MS/1224

**Due Date for Submission: 25.09.2024, 1500 HRS
Due Date for Opening: 25.09.2024, 1530 HRS**

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U74899DL2001PLC111527
Telephone Number: +91 11 3009 9999
Fax Number: +91 11 2641 9833
www.bsedelhi.com**



BSES Rajdhani Power Ltd.

Contents

SECTION – I: REQUEST FOR QUOTATION	3
SECTION – II: INSTRUCTION TO BIDDERS	9
SECTION – III: TERMS AND CONDITIONS	21
SECTION – IV: TECHNICAL SPECIFICATIONS	30
SECTION – V: PRICE FORMAT	32
SECTION - VI: BID FORM.....	33
SECTION – VII: FORMAT FOR EMD BANK GUARANTEE.....	34
SECTION – VIII: CHECK LIST FOR COMMERCIAL TERMS OF CONDITIONS.....	35
SECTION – IX: VENDOR CODE OF CONDUCT.....	36
SECTION – X : FORMAT FOR PERFORMANCE BANK GUARANTEE.....	41
SECTION – X: NO DEVIATION FORMAT.....	43
SECTION – XI: CHECK LIST.....	44

SECTION – I: REQUEST FOR QUOTATION**1. Event Information**

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

S.NO	Description (in Rs)	Estimated Cost (in Rs)	EMD (in Rs.)	Tender Fee (in Rs.)
1	Rate contract for replacement of Old ceiling fans by Super Energy Efficient BLDC (26W & 28W) fans of BRPL Consumers	4.50 Crores	Rs.9,00,000/-	Rs.1180/-

OEMs shall be asked for price quotations of new models subjected to introduction of new models either due to non availability of existing fan models under the scheme or there is change in BEE star rating of ceiling fans

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

The bids shall be addressed to:

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

2. TIME SCHEDULE

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

S. No.	Steps	Date
1	Last date of sale of bid documents	25.09.2024, 1500 HRS
2	Last date of receipt of bid documents	25.09.2024, 1500 HRS
3	Date & time of opening of tender – Part A	25.09.2024, 1530 HRS



BSES Rajdhani Power Ltd.

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

BRPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alternate the quantity of materials mentioned in the Tender documents by +/- 50% at the time of placing purchase orders.

Tender will be summarily rejected if:

- Earnest Money Deposit (EMD) of value Rs.9,00,000/- is not deposited in shape of Bank Guarantee drawn in favor of BSES Rajdhani Power Ltd, payable at Delhi.
- The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
- Complete Technical details are not enclosed.
- Tender is received after due date and time.

3. Mandatory documents that are required along with the bid:-

- a. EMD of requisite value as mentioned above.
- b. Tender Fee, Bank Guarantee in case tender is downloaded from website.
- c. Duly signed copy of TENDER as an acceptance to all terms and conditions as mentioned in this TENDER.
- d. Balance Sheet as mentioned in Qualification Criteria.
- e. Work executed details as per Qualification Requirement along with supporting documents.
- f. BIS Approval for proposed model is required with BIS certification letter.
- g. BEE certificate 5 star rated Super Energy Efficient Fans, Type, Test certificates of fans accredited by NABL Laboratory as per Bureau of Indian Standards IS 374:2019
- h. Schedule of Deviations as per attached sheet.
- i. Commercial specification details as per attached sheet.
- j. Proper authorization letter to sign the tender on the behalf of bidder shall accompany the bid.

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

4. Deviation from Tender

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

5. Right of Acceptance/Rejection

Bids would be rejected in absence of following documents:-

- a. EMD of requisite value
- b. Tender fee of requisite value
- c. The offer does not contain prices indicating break up towards all taxes & duties
- d. Complete technical details are not enclosed
- e. Tender is received after due date and time
- f. Tender is not received as per terms and conditions of tender

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

6. Qualification Criteria

- a. Bidder should be a manufacturer of Electric fans and Bidder should provide self-certification on company's Letter Head that they are Manufacturer of Electric fans.
- b. The bidder should submit an excise Registration Document/GST Registration Document/ISO Certificate/Company Registration/ MSME Registration certificate (issued as manufacturer)/any other document which shows that the bidder is a manufacturer of Electric fans
- c. The bidder should be OEM and should have average annual turnover (ATO) during last three years i.e, FY 21 – 22, FY 22 – 23 & FY 23 - 24 not less than Rs. 10 Crores.
- d. Duly authorized copies of audited financials for the preceding last three Financial Years are to be submitted by bidder.
- e. An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/ Electricity utilities.
- f. The bidder must have valid PAN No., GST Registration Number(copy to be provided)

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

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

7. 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



BSES Rajdhani Power Ltd.

marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

8. Supplier Confidentiality

- a. All information contained in this RFQ is confidential and shall not be disclosed, published or advertised in any manner without written authorization from BRPL. This includes all bidding information submitted.
- b. All RFQ documents remain the property of BRPL and all suppliers are required to return these documents to BRPL upon request.
- c. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

9. Evaluation Criteria

- a. The bid will be evaluated technically on the compliance to tender terms & conditions.
- b. BRPL reserves the right to split the order among more than one bidder. Hence, all bidders are advised to quote their most competitive rates against each line item.
- c. Bidder has to mandatorily quote against each item of schedule of items i.e., price bid (Section V). Failing to do so BRPL may reject the bids.

10. Submission of Bid documents

The Tender must be complete in all respect.

- a. Conditional Tender's, telegraphic through telex fax tenders, tenders not in prescribed format **shall not** be accepted.
- b. Bidders are required to submit the bids in 2(two) parts and submitted in 1 original + 1 duplicate to the following address

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

PART A: Technical bid should comprise the following (in duplicate)

- a. EMD of Rs.9,00,000/- (Nine lakh rupees) valid for 120 days from the due date of bid submission in the form of BG favoring BSES Rajdhani Power Ltd payable at Delhi.
- b. Non – refundable demand draft of Rs.1180/- incase the forms are downloaded from website.
- c. Documentary evidence in support of qualification criteria as specified in clause 6 of Section – I.
- d. Catalogue/Technical details of quoted model of Super energy Efficient 26W and 28W BLDC fans along with their BEE certificate and test certificates accredited by NABL Laboratory of each proposed model of the fan.
- e. Original Tender documents duly stamped & signed on each page as token of acceptance
- f. Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc

PART B: FINANCIAL BID comprising (1 original only)

- a. Price strictly in the Format enclosed in SECTION V indicating Break up of basic price, taxes & duties, Freight etc.
- b. Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

11. Award Decision

- a) Purchaser intends to award the business on a competitive price, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- b) 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
- c) 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.
- d) **QTY VARIATION:** The purchaser reserves the rights to vary the quantity by $\pm 50\%$ of the tender quantity.
- e) **Repeat Order:** BRPL reserves the right to place repeat order at the same rates & terms and conditions as per this tender against additional requirement subject to mutual agreement between BRPL & supplier.

The rate contract shall have a validity period of 36 months from the date of LOI/PO issued to the responsive, techno-commercially acceptable bidders



BSES Rajdhani Power Ltd.

12. Contact Information

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

	Technical	Commercial
Contact Person	Sh. Gopal Nariya Copy to: Sh. Bhaskar Chattopadhyay Email ID: gopal.nariya@relianceada.com avinash.c.kumar@relianceada.com Surendra.Atchyam@relianceada.com	Sh. Bhaskar Chattopadhyay Sh Amitava Nandi Bhaskar.chattopadhyay@relianceada.com Amitava.Nandi@relianceada.com
Address	Demand Side Management Department. 2 nd floor D Block BSES Bhawan, Nehru Place BSES Rajdhani Power Ltd New Delhi 110019	Contracts and Materials Dept. 1 st Floor, Tender Room, BSES Rajdhani Power Ltd BSES Bhawan, Nehru Place, New Delhi 110019

SECTION – II: INSTRUCTION TO BIDDERS

1. General

- a. BSES Rajdhani Power Ltd, hereinafter referred to as “The Purchaser” is desirous of implementing the various Demand Side Management (DSM) initiatives as approved by the Hon’ble commission Delhi Electricity Regulatory Commission (DERC).

2. Scope of Work for Super Energy Efficient 26W & 28W BLDC fans

- a. Bids are invited from OEMs of Fans to implement the ceiling fan replacement scheme by offering rebate on Super Energy Efficient 26W and 28W BLDC ceiling fans (herein after referred as “BLDC Fans”). The successful OEM shall participate in scheme by offering wide range of BLDC fans to end users at maximum possible discount on MRP which should be less than the Market Operating Price (MOP).
- b. OEMs may tie up with its authorized retailers/traders/Implementing Agency to ensure due care and integrity of supply and installation management of the products and the logistic involved with delivery of the products.
- c. OEMs to incorporate
 - maximum variety/models of BLDC Fans for the Scheme which are available in open market for normal public.
 - Various colors available under each model of the BLDC Fans so that consumer can have more options.
 - OEMs are requested to incorporate both basic varieties of BLDC Fans along with higher end models to enable consumers to opt under the scheme.
- d. The selected bidder has to ensure sufficient quantity of all the models which are available under the scheme. Failing to do so, the model will be blocked immediately for further registrations under the scheme.
- e. To provide easy / innovative financing facility to the end consumers through its designated retailers / dealers.
- f. To ensure the supply and installation of the new ceiling fans at the consumer’s premises and collection of the old existing fans as per Section IV, which should be in running condition.
- g. OEM (s) selected for the program shall be responsible for the disposal of the old fans in environment friendly way. Hence OEM would also quote for salvage price as part of the bid and the same will be paid to the consumer in exchange of old appliance at the time of purchase.

- h. To maintain the database of all the relevant information with respect to the scheme including but not limiting to the following: -
 - i. List of consumers participated in the scheme/Sales data
 - ii. Documents required from consumers for the enrollment in the scheme if consumers are interested to participate in the scheme:
 - Latest Electricity Bill
 - Valid Identity Proof
 - iii. Record and supporting documents of safe disposal of old fans collected from consumers.
- i. To share data with BRPL with respect to sales and installation status on daily basis during the tenure of the scheme.
- j. The selected bidders have to submit MIS in prescribed format on weekly basis without fail.
- k. To be solely liable and responsible to answer and satisfactorily handle all complaints related to the super energy efficient appliances supplied under this scheme, including but not limited to deficiency of any kind whatsoever in the said product.
- l. To actively participate in the promotional activities with respect of the scheme at BRPL Offices.
- m. The bidder shall provide the list of its authorized dealers in BRPL area of operation who shall be part of this scheme along with their communication details.
- n. The bidder shall define process for distribution, installation, disposal, monitoring & verification.
- o. The bidder/implementing agency shall be expected to arrange to deliver the BLDC Fans to the registered households in DISCOM area and transport the old ceiling fans to the recycling facility for environment friendly disposal. The bidder shall furnish the certifying documents on periodic basis for all the old ceiling fans recycled under the scheme. The verification of the same shall be done by DISCOM.
- p. DISCOM or any external entity appointed by DISCOM shall do the sample verification of old ceiling fans collected by bidder/implementing agency as a part of monitoring process, Manufacturer shall dispose the same in environmental friendly manner through an authorized certified e-waste agency and issue the certificate of the same which shall be submitted to the Discom by the bidder without fail.
- q. Inspection of old ceiling fans will be carried out after submission of MIS in the standard format along with inspection report of ceiling fans to be inspected.

- r. The OEM along with Implementing Agency shall coordinate with BRPL for inspection of 10% of new installed BLDC Fans during the program.
- s. Parties interested in collaborating with BRPL also will have to carry out the following work:-
 - i. Identification and motivation of prospective BRPL consumers, and participating in BRPL awareness program(s). To guide interested BRPL consumers and help them to complete registration through DSM Portal.
 - ii. Collection of full payment from the consumer after successful registration before the supply of fans to the consumers. Parties are requested to provide various payment options for the consumers like QR Code scanner, Online transfer, credit card payment etc.
 - iii. Supply and installation of BLDC fans as per consumer's registration after collecting the payment from consumer.
 - iv. Removal and Disposal of Old ceiling fans in safe and Eco Friendly manner.
 - v. Warranty of the BLDC Fans has to be provided by the manufacturer from the date of the installation of the BLDC FAN at consumer premises.
 - vi. Login to the DSM portal link and upload the photos of old ceiling fan with BRPL sticker, BLDC Fan in installed condition against the CA No. against the Registration number and also had to submit the hard copies of the installation documents to the BRPL DSM team.
 - vii. To be solely liable and responsible to answer and satisfactorily handle all complaints related to the BLDC Fans supplied under this scheme, including but not limited to deficiency of any kind whatsoever in the said product.
 - viii. Jointly with BRPL to create awareness about Demand Side Management (DSM) super energy efficient BLDC FAN Scheme Program.
 - ix. To establish offices and sales service centers in concerned area to cater the maintenance needs of consumers. To respond to any consumer query in time bound manner.
- t. The Empanelled implementing agencies has to take all permits, approvals and licenses etc., provide training and such other items and services required to complete the scope of work.
- u. The Empanelled implementing agencies shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract.

- v. Before commencement of the work, the Empanelled implementing agencies will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the contract. Liquidation, death, bankruptcy etc., shall be the responsibility of Empanelled implementing agencies.
- w. The Empanelled implementing agencies should be fully and completely responsible for all the deliveries and deliverables and for the proper functioning of the finally erected systems.
- x. The Empanelling implementing agencies should follow all applicable government rules, regulations & orders. The Empanelled Agency shall pay compensation to workmen working under him for any injury caused during the execution of work as per workmen's compensation act in force time to time.
- y. The Empanelling implementing agencies should follow all applicable government rules, regulations & orders. The Empanelled Agency shall pay compensation to workmen working under him for any injury caused during the execution of work as per workmen's compensation act in force time to time.

3. DISCLAIMER

- a. 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.
- b. Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in anyway from the selection process for the Supply and Installation.
- c. 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.
- d. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4. COST OF BIDDING

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

BIDDING DOCUMENTS

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

- Request for Quotation (RFQ) - Section - I
- Instructions to Bidders (ITB) - Section - II
- Terms & Conditions of Contract (T&C) - Section -III
- Technical Specification - Section IV
- Price Format - Section V
- Bid Form - Section VI
- EMD BG Format - Section VII
- Check List of Commercial T&C - Section VIII
- Check List - Section IX

5. 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. AMENDMENT OF BIDDING DOCUMENTS

- a. 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.
- b. The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.00, and it will be notified in web site <http://www.bsedelhi.com> and the same will be binding on them.
- c. In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum in website <http://www.bsedelhi.com>



BSES Rajdhani Power Ltd.

- d. Purchaser shall reserve the rights to following
 - extend due date of submission
 - modify tender document in part/whole
 - cancel the entire tender
- e. Bidders are requested to visit website regularly for any modification/clarification/corrigendum/addendum of the bid documents

PREPARATION OF BIDS

7. 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. 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 along with BEE certificate of Super Energy Efficient (BLDC) 26W and 28W Fans completed in accordance with Technical Specification.*
- b. *All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.*
- c. *Tender documents duly stamped and signed on each page by authorized signatory.*

9. BID FORM

The Bidder shall submit one "Original" and one "Copy" of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

10. EMD

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

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

- *Bank Guarantee valid for One Hundred Twenty (120) days after due date of submission drawn in favor of BSES Rajdhani Power Ltd.*

The EMD may be forfeited in case of:

- *The Bidder withdraws its bid during the period of specified bid validity*
- or
- *the case of a successful Bidder, if the Bidder does not*
 - (i) accept the Purchase Order, or
 - (ii) furnish the required performance security BG.

11. BID PRICES

Bidders shall quote for the entire Scope of Supply and Installation with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Installation, Transportation at **Consumer's premises** all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply and installation work, breakup of price constituents, should be there.

12. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

13. PERIOD OF VALIDITY OF BIDS

- a) *Bids shall remain valid for 120 days from the due date of submission of the Bid.*
- b) *Notwithstanding Clause 12 (a) above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier/*

14. ALTERNATIVE BIDS

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

15. FORMAT AND SIGNING OF BID

The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

SUBMISSION OF BIDS**16. SEALING AND MARKING OF BIDS**

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.

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

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

17. DEADLINE FOR SUBMISSION OF BIDS

The original Bid, together with the required copies, must be received by the Purchaser at the address specified **no later than the due date specified earlier.**

The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

18. ONE BID PER BIDDER

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

19. LATE BIDS

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

20. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

EVALUATION OF BID**21. 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.

22. 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.

23. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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.

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.

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

24. EVALUATION AND COMPARISON OF BIDS

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

- a. 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.
- b. Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially acceptable Bids shall be considered for final evaluation.
- c. 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:
 - Conformance to Qualifying Criteria
 - Deviations from Bidding Documents
- d. Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.
- e. 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.
- f. Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

AWARD OF CONTRACT

25. CONTACTING THE PURCHASER

- a. If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only. In case any clarification are required on the subject matter, you may contact personally or telephonically to ShriGopalNariya, Head DSM & PAT, Ph -



BSES Rajdhani Power Ltd.

01149107327 during 9:00 AM to 5:30 PM on any working day before the bid submission date.

- b. 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.

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

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

27. AWARD OF CONTRACT

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

28. THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

29. LETTER OF INTENT/ NOTIFICATION OF AWARD

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

30. PERFORMANCE BANK GUARANTEE

- a) Total Performance Bank Guarantee is for an amount of Rs 15 Lacs and within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee as specified in clause 29.a in Section – II.
- b) The Performance Bank Guarantee shall be valid for a period of valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3

months towards claim period. Upon submission of the performance security, the EMD shall be released.

31. CORRUPT OR FRAUDULENT PRACTICES

- a) 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:
 - "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - i. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - B. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - C. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- b) Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III: TERMS AND CONDITIONS**General Instructions**

- All the Bids shall be prepared and submitted in accordance with these instructions.
- 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.
- 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.
- 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.
- 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.

1. Definition of Terms

- a. "Purchaser" shall mean BSES Rajdhani Power Limited, on whose behalf this bid enquiry is issued by its authorized representative/officers.
- b. 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.
- c. "Supply and Installation" shall mean the Scope of Contract as described.
- d. "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, and instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- e. "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.
- f. "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- g. "Codes and Standards" shall mean all the applicable codes and standards as

indicated in the Specification.

- h. "Offer Sheet" shall mean Bidder's firm offer submitted to BRPL in accordance with the specification.
- i. "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- j. "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- k. "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.
- l. "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:

 - The written acceptance of material by the inspector at suppliers works to ship the materials.
 - Acceptance of material at consumer's premises after its receipt and due inspection/ testing and release of material acceptance voucher.
 - Where the scope of the contract includes supply, installation, and acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

2. Contract Documents & Priority

Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

3. Scope of Supply and Installation – General

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

4. Price basis for Supply and Installation of BLDC Fans

- a) Prices for supply to BRPL Delhi consumer premises inclusive of shipping, delivery and installation of BLDC Fans at consumer registered address and dismantling of old ceiling fan at consumer premises.
- b) The bidder should quote the salvage value of old ceiling fan also.

5. Terms of Payment and Billing

- a. Bidder/Implementing Agency will collect full payment from consumer after receiving the details from the DSM Portal/BRPL DSM Team. After getting the payment, vendor will install new fan and remove the old one for disposal in safe and Eco Friendly manner.
- b. Bidder/Implementing Agency shall submit hard copies of Installation documents to DSM team as specified under the clause 5.c in Section – III and also upload the photos of new installed BLDC Fan, old ceiling Fan with BRPL Sticker (Sticker number along with brand of old fan should be clearly visible) in BRPL DSM Portal against consumer's registration.
- c. Bidder/Implementing Agency to submit the following installation documents against dispatch of each consignment:

Softcopies to be submitted:
 - i. Photographs of new installed BLDC fan and dismantled old ceiling fan with BRPL Sticker.Hardcopies to be submitted:
 - ii. Signed Installation Form with BRPL Sticker
 - iii. Copy of Invoice
 - iv. Indemnity Bond signed by consumersOther relevant documents as mandated by BRPL.
- d. After checking the installation documents along with the photos uploaded on DSM Portal, BRPL DSM Team shall ask the vendor to submit the Debit Note, Inspection Report and disposal certificate of old ceiling fans
- e. BRPL shall release the rebate payment to OEM's vendors within 45 days after submission of installation documents along with disposal certificate of old disposed fans disposed at DSM cell.

6. Performance Bank Guarantee/ Bond

- a) Total Performance Bank Guarantee is for an amount of Rs 15 Lacs and within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee as specified in clause 29.a in Section – II.
- b) The Performance Bank Guarantee shall be valid for a period of valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.
- c) Bank guarantee shall be drawn in favour of BSES Rajdhani Power Ltd as applicable. The performance Bank guarantee shall be in the format as specified by BRPL.

7 Forfeiture

- a) Each Performance Bond established under Clause 6 of Section – III shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BRPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- b) Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BRPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

c) Release of Performance Bank Guarantee / Bond

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid.

d) Warranty/Defects Liability Period

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

Penalty Clause:

BRPL will deduct 1% of rebate value of fan price per day for delay beyond delivery period of 7 days for each fan if delay in supply and installation at consumer's premises is because of reasons attributable to Bidder/Implementing Agency.

If Bidder/Implementing Agency is frequently failing to do installation in stipulated time, Bidder/Implementing Agency will be blocked to further continue under the scheme.

Delivery Period

The delivery & installation shall be completed within 7 days from the date of successful registration which is available in real time on vendor page of the DSM Portal.

Price

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

Validity of Contract Period

The rate contract shall be valid for the period of 36 months from the date of issue of contracts.

Termination of Contract

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

e) The Laws and Jurisdiction of Contract:

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

f) Events of Default

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

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

g) 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;
 - Present for payment to the relevant bank for Performance Bond
 - Purchase the same or similar Commodities from any third party; and/or
 - Recover any losses and/or additional expenses BRPL may incur as a result of Supplier's default.

h) Statutory variation in Taxes and Duties

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

i) Force Majeure**a) 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:

- 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.
- 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.
- Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- 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.

- b) 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.
- The following events and circumstances:
 - i. 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.
 - ii. Explosions or fires
 - War declared by the Government of India,
- c) 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:
- 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.
 - Use all reasonable efforts to resume full performance of the obligation as soon as practicable
 - Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
 - Provide prompt notice of the resumption of full performance or obligation to the other party.
- d) Mitigation of Events of Force Majeure Each Party shall:
- 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;
 - 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
 - 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.
- e) 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.

- f) **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.
- g) **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.
- h) **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.
- i) **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."

j) Transfer and Sub-Letting

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

k) Recoveries

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

l) Waiver

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

m) 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.

n) Vendor Code of Conduct

- a) Vendor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL (<http://www.bsesdelhi.com>) also, which shall be treated as a part of the contract/PO/WO.
- b) Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.
- c) In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BRPL) shall have the right to recover loss/damage from Vendor.
- d) The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BRPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

SECTION – IV: TECHNICAL SPECIFICATIONS

Bidder have to submit the technical data sheet (TDS) of the proposed models of the Super Energy Efficient 26W & 28W BLDC Fans and TDS should contain the following parameters as specified in below table and Test certificates of the proposed models should be submitted without fail

S.No	Parameter	Value/ Requirement	Validation/Testing method as per tender
1	Type of Fan	BEE 5 Star rated BLDC Ceiling Fan	<ul style="list-style-type: none">The bidder shall propose model no. of the fan intended for supply.The bidder shall also submit a valid BEE 5-star label certificate
2	Power Rating (Watt)	28W with all tolerance	26W with all tolerance
3	Sweep	1200 mm	Text certificate to be furnished
4	No. of blades	3 blades	
5	Air delivery	As declared by the manufactures subject to meet the criteria of Service Value as specified below	Text certificate to be furnished
6	Service value	Service Value of proposed fans should be greater than or equal to 7.5. Bidders has to specify the Service Value of proposed fans as per test certificate	Text certificate to be furnished
7	Speed at Maximum Position	As declared by the manufactures subject to tolerance in accordance with IS 374	Text certificate to be furnished
7	Power Factor	> 0.9 To be measured at the rated input voltage and full load at applicable standard	Text certificate to be furnished
8	Total Harmonic Distortion	<20%	Text certificate to be furnished
9	Rated Voltage	230 VAC	Text certificate to be furnished
10	Input Voltage (V)	As declared by the manufacturer	

11	Speed Control	Speed Control with regulator (5 step electronic regulator)/ Speed Control without regulator with remote (minimum 5 steps)	<ul style="list-style-type: none">• Test as per clause 10.1 of IS 374• Test certificate shall be furnished
12	Operating temperature rise of the fan	Max 75°C	
13	Winding	Copper Winding	The manufacturer shall submit an undertaking for the same
14	Motor Insulation Class	Class B or above	Text certificate to be furnished
15	Under Voltage Protection	Yes	
16	Downrod length	Minimum 260mm	

Eligibility of Consumers for the proposed scheme:

- The consumer should have a valid consumer connection number/CA number.
- There shall be no outstanding dues as on date of application.
- The Scheme shall be valid for Domestic Consumers as specified in DERC Tariff Schedule as applicable from time to time.
- Accordingly, BLDC fans shall be offered per CA number, as follows:
 - i. Maximum of 393 nos. fans for Non-residential Domestic Consumers like Govt. / Private School, Govt. / Private College & Govt. University.
 - ii. Maximum of 32 nos. fans to be offered per CA for Non-residential Domestic Consumers like Registered Trust, Hospitals, Community Centre, Place of Worship and RWAs.
 - iii. Maximum of 3 fans to be offered per CA for Domestic Consumer other than mentioned at (i) & (ii) above.
- The scheme shall be applicable on first come first serve basis for the eligible consumers.

Proper and Safe Disposal of Old replaced Fans:

Bidder/Implementing Agency shall ensure proper and environment friendly disposal of old replaced fans to avoid misuse as well as safety hazards.

Validity of the Scheme:

The scheme shall be valid for 36 months from the date of issue.

SECTION – V: PRICE FORMAT

S. NO	Quantity	Description	Speed Control	Unit Rate (1)	GST (2)	Unit Amount inclusive of GST (3)	Buyback/ Salvage value of old Fan per Unit (4)	Net cost per Unit (in Rs) (5)=(3-4)	Total Amount (Qty x Net Cost per unit)
1	15000	Supply and Installation of super energy efficient 26W BLDC fans	With Electronic Regulator						
			Without Regulator with Remote						
2	15000	Supply and Installation of super energy efficient 28W BLDC fans	With Electronic Regulator						
			Without Regulator with Remote						

S.No	Item Description	UOM	Rates including all taxes
1	Electronic Regulator	Rs.	

- Above mentioned rates are inclusive of GST, Salvage Value, transportation (FOR) and others taxes.
- Above mentioned rates are as per latest BEE Certified Models.



BSES Rajdhani Power Ltd.

SECTION - VI: BID FORM

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

Sir,

1. We understand that BRPL is desirous of procuring of in it's licensed distribution network area in Delhi
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum of.....**(To be filled in price/ commercial bid only)**.....or such other sums as may be determined in Accordance with the terms and conditions of the contract .The above amounts are in Accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of order.
4. If our Bid is Accepted, we will furnish a performance bank guarantee for an as mentioned in NIT (as above) for due performance of the Contract in Accordance with the Terms and Conditions.
5. We agree to abide by this Bid for a period of days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Laws for supply and installation of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written Acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to Accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in Accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2024

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....



BSES Rajdhani Power Ltd.

SECTION – VII: FORMAT FOR EMD BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 2024

The conditions of this obligation are:

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

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

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

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION – VIII: CHECK LIST FOR COMMERCIAL TERMS OF CONDITIONS

Sl No	Item Description	BRPL Terms and Conditions	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of offer	
2	Payment terms	BRPL shall release the rebate payment to OEM's vendors within 45 days after submission of required document with DSM Department.	
3	Delivery schedule	The delivery & installation shall be completed within 7 days from the date of successful registration, which is available in real time on Vendor Page of DSM Portal.	
4	Defect Liability period	12 months after commissioning or 15 months from the last date of dispatch, whichever is earlier	
5	Penalty for delay	BRPL will deduct 1% of rebate per day for delay beyond delivery period of 7 days for each BLDC Fan if delay in supply and installation at consumer premises is because of reasons attributable to vendor / OEM.	
6	Performance Bank Guarantee	Rs 15 lacs of individual bidders valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	

SECTION – IX: VENDOR CODE OF CONDUCT

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

I. Labour and Human Rights

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

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.
- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.
- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime

hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

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

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or

administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

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

IV. Ethics

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

- Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.
- Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

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

The management system should contain the following elements:

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

implementation plans including a periodic assessment of Vendor's performance against those objectives.

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

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



BSES Rajdhani Power Ltd.

SECTION – X : FORMAT FOR PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No

Place:

Date:

To
BSES Rajdhani Power Limited

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

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

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

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, of Rs 15 lacs as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

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



BSES Rajdhani Power Ltd.

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

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

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

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

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

Dated this Witness

day of 20..... at

1. For Bank

2. Signature

Name

Power of Attorney No:

Banker's Seal



BSES Rajdhani Power Ltd.

SECTION – X: NO DEVIATION FORMAT

To be provided on letter head of the issuing company

This is to certify that M/s _____ has No deviation in technical specification and clause and commercial terms and conditions in NIT No..... for(NIT SUBJECT).....

Date: _____

Place: _____

Signature of Authorized Signatory Name of

Signatory:

Designation:

Seal of Company

BSES RAJDHANI POWER LIMITED NIT - 1224

SECTION – XI: CHECK LIST

SI No	Item Description	YES/NO	PAGE NO.
1	INDEX	YES/NO	
2	COVERING LETTER	YES/NO	
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO	
4	BILL OF MATERIAL (UNPRICED) (IN DUPLICATE)	YES/NO	
5	TECHNICAL BID(IN DUPLICATE)	YES/NO	
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO	
7	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO	
8	EMD IN PRESCRIBED FORMAT	YES/NO	
9	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD	
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO	
11	<ul style="list-style-type: none">• BEE Certifications of the proposed Models• Test Certificates of all the proposed Models as specified in Section – IV.	YES/NO	