

**Volume - I**

**TENDER NOTIFICATION FOR**

**RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

**CMC/BR/25-26/FK/PR/MS/1233**

**Date : 14.01.2025**

**Due Date for Submission of Bids : 04.02.2025**

**BSES RAJDHANI POWER LTD (BRPL)**  
**BSES Bhawan, Nehru Place, New Delhi-110019**  
**Corporate Identification Number:**  
**U74899DL2001PLC111527**  
**Telephone Number: +91 11 49207235**  
**Fax Number: +91 11 2641 9833**  
**Website: [www.bsesdelhi.com](http://www.bsesdelhi.com)**

**Section - I**

**REQUEST FOR QUOTATION**

**Tender Notification : CMC/BR/25-26/FK/PR/MS/1233**

**Event : RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

**Dated : 14.01.2025**

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**1.00 Event Information**

BRPL invites Sealed tenders for Rate Contract For Supply of **1 Phase & 3 Phase bus bar boxes**. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — **“Rate Contract for rate contract for supply of 1 Phase & 3 phase bus bar boxes . As Per Tender Notice/CMC/BR/25-26/FK/PR/MS/1233 “Due For Submission on dt. 04.02.2025”**”.

Sl. No.	Item Description	Specification	Requirement	Estimated Cost
			Total Qty.	
	BRPL,DELHI			
1.	1PH 2WAY;F/2MTR	SECTION V	16000	3.40 Crores
2.	3PH 4WAY ;F/4MTR	SECTION V	17000	
3.	3PH 8WAY;f/8MTR	SECTION V	4000	

**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 14.01.2025 onwards on all working days upto 04.02.2025. 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/25-26/FK/PR/MS/1233 ”**. This envelope should accompany the Bid Documents.

**1.03** Offers will be received upto **15:30 Hrs. on dt. 04.02.2025** as indicated earlier and will be opened at the address given below dt **04.02.2025 at 16:00 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 6,80,000/-** 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.

1. Bidder should have Average Annual Sales Turnover of Rs 1 Cr or more in last 3 years F.Y. (2021-2022, 2022-2023 and 2023-2024) Copy of audited P&L account / CA certified statement to be submitted along with the bid.
2. The bidder should have own manufacturing facility to manufacture the product (An undertaking has to be submitted along with the bid).
3. Bidder should have supplied at least 5000 nos of Bus Bar Boxes in last 03 years and should have experience of supplying in any utilities/SEB's/PSU's or end user shall be Utility/SEB's/PSU's for developing distribution Network in last 5 years from tender due date. Copies of purchase order should be enclosed in support.
4. The manufacturer should have following facility to meet both quality and quantity requirement of supplies.
  1. Various CAD/CAM facilities to design the product.
  2. Moulding facilities including automatic injection moulding machines or should have exclusive tie up.
5. The bidder must possess valid ISO 9001:2000 certification.
6. An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any major utilities/SEB's/other reputed companies.
7. The Bidder shall submit an undertaking "No Litigation" is pending with the BRPL and Group Companies.
8. The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the work.

**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	<ul style="list-style-type: none"><li>▪ All Queries related to RFQ</li></ul>	On or before 04.02.2025 16:00 Hrs
2	Technical Offer	<ul style="list-style-type: none"><li>• Documentary evidence in support of qualifying criteria.</li><li>• Technical Literature/GTP/Drawings/Type test report if any etc</li><li>• Testing facilities</li><li>• Any other relevant document</li><li>• Acceptance to commercial terms &amp; conditions viz delivery Schedule/Period , Payment terms , BG etc.</li><li>• Quality assurance plan , Deviation from the specs , list of plant &amp; machinery and testing equipments</li><li>• Un-priced items</li></ul>	04.02.2025 16:00 Hrs
3	Commercial Officer	<ul style="list-style-type: none"><li>• Prices for Bus Bar Boxes and.</li><li>• Break up regarding basic price and taxes.</li><li>• Delivery commitment</li></ul>	04.02.2025 16:00 Hrs
4	Performance Guarantee Quality System Report	<ul style="list-style-type: none"><li>• As per RFQ</li></ul>	Only for successful bidders
5	Opening of technical bid	<ul style="list-style-type: none"><li>• As per RFQ</li></ul>	04.02.2025 16:00 Hrs

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Price Bid. 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.**

**The Part Technical Bid – 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. Notwithstanding 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.

#### **Part –III: E- Bidding and Reverse Auction through SAP-SRM Module**

Purchaser reserves the right to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are techno-commercial qualified on the basis of tender requirements shall participate in reverse auction.

Notwithstanding anything stated above, the Purchaser reserves the right to assess 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.

- Splitting 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.

**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.

#### **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	<b>Mr. Amit Tomar</b> <b>Copy to Mr. Sheshadri Krishnapura</b>	<b>Ms. Mohini Sharma</b> <b>Copy to Mr. Pankaj Goyal</b>
Address	2 <sup>nd</sup> Floor , B-Block, BSES Bhawan Nehru Place , New Delhi -111019	1 <sup>st</sup> Floor , D-Block, BSES Bhawan Nehru Place , New Delhi -111019
Email Id	<a href="mailto:Amit.As.Tomar@relianceada.com">Amit.As.Tomar@relianceada.com</a> <a href="mailto:Sheshadri.Krishnapura@relianceada.com">Sheshadri.Krishnapura@relianceada.com</a>	<a href="mailto:Mohini.Sharma@relianceada.com">Mohini.Sharma@relianceada.com</a> <a href="mailto:pankaj.goyal@relianceada.com">pankaj.goyal@relianceada.com</a>

**SECTION – II**

**INSTRUCTION TO BIDDERS (ITB)**

**RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

**CMC/BR/25-26/FK/PR/MS/1233**

**Date : 14.01.2025**



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 Bus Bar Boxes as notified earlier in this bid document

## 2.00 SCOPE OF WORK

The scope shall includes supply of Bus Bar Boxeswhich covers 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 arising 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 distribution box tested by any reputed independent test lab (approved by BRPL) at the cost of bidder.**

## B. BIDDING DOCUMENTS

### 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:

#### Volume -I

- (a) Request for Quotation (RFQ) - Section - I
- (b) Instructions to Bidders (ITB) - Section – II
- (c) General Conditions of Contract - Section - III
- (d) Quantity and delivery requirement - Section –IV
- (e) Technical Specifications (TS) - Section –V

#### Volume - II

- (a) Bid Form - Annexure -I
- (b) Bid Format - Annexure -II
- (c) Price Schedule - Annexure –III
- (d) Commercial Terms & Conditions - Annexure - IV
- (e) No Deviation Sheet - Annexure -V
- (f) Qualification Criterion - Annexure- VI

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

## 6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in 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 6,80,000/-**. 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 Clause 9.0), clearly marked "Original Bid", plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority 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**“. 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 **15:30 HRS on 04.02.2025**.

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

**17.0 ONE BID PER BIDDER**

Each Bidder shall submit only one Bid 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 Techno-commercially Acceptable Bids shall be considered for final evaluation .
- 23.03 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

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

### 26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order 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 terms and conditions during the execution of the Order.

### 28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

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 Twelve (12) months from the date of the commissioning Eighteen months (18) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

**30.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

- (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so,by misusing the position in which they are placed, and it includes the offering, giving, receiving, 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 forward 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 1 PHASE & 3 PHASE BUS BAR BOXES**

**CMC/BR/25-26/FK/PR/MS/1233**

**Date : 14.01. 2025**

**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.



### 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 height) 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.

## 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 30 days from the date of receipt of material at store/ site against submission of 10 % performance bank guarantee.
- 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 Twelve (12) from the date of the commissioning or Eighteen months (18) from the date of receipt of material (last consignment) at site/stores which ever 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 to the ICICI Bank at Mumbai, 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 (Ex-work) contract price 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 (Ex-work) 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
- (ii) War declared by the Government of India, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

**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**

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

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

<u>Sl.No.</u>	<u>Item Description</u>	<u>Qty( Nos)</u>	<u>Delivery Schedule</u>	<u>Location</u>
1	1PH 2WAY;F/2MTR	16000	Submission of GTP/Drawing within 7-10 days from the date of LOI/Purchase order.	Stores BRPL Delhi
2	3PH 4WAY ;F/4MTR	17000		
3	3PH 8WAY;f/8MTR	4000		

**SECTION – V:**

**TECHNICAL SPECIFICATION(TS)**

**RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

**CMC/BR/25-26/FK/PR/MS/1233**

The detailed specification of 1 Phase & 3 Phase Bus Bar Boxes

**BSES**

BSES-TS-08-M000-RO

TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED BUS-BAR BOXES

**BSES**

TECHNICAL SPECIFICATION

FOR

SINGLE PHASE & THREE PHASE  
WALL MOUNTED BUS-BAR BOXES

Rev:		0
Date:		01 April 2022
No. of Pages:		12
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**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

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Annexure A: GTP of 1-ph & 3-ph wall mounted Bus Bar boxes with Connector type bus-bar

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES****1.0 Scope of Supply**

This shall include design, manufacture, testing at manufacturer works before dispatch packing, delivery of material to BSES stores and submission of documents to purchaser.

**Wall mounted bus bar box Types:**

- i. Model W1: 1-ph 2-way LT Wall Mounted Bus-bar (Connector Bus-bar type)
- ii. Model W2: 1-ph 4-way LT Wall Mounted Bus-bar (Connector Bus bar type)
- iii. Model W3: 3-ph 2-way LT Wall Mounted Bus-bar (Connector Bus bar type)
- iv. Model W4: 3-ph 4-way LT Wall Mounted Bus-bar (Connector Bus-bar type)
- v. Model W5: 3-ph 8-way LT Wall Mounted Bus-bar (Connector Bus-bar type)
- vi. Model W6: 3-ph 10-way LT Wall Mounted Bus-bar (Connector Bus-bar type)

**2.0 Codes & Standards**

The equipment shall conform to this specification & latest revision of following codes with all amendments:

Title	Indian Standard
IS 14772	Enclosures for Electrical Installations
IS 8623 Pt-1	Specification for Low Voltage switchgear and control gear assemblies
IS 5082	Wrought Aluminum & Al alloy plates & sheets for electrical applications
IS 5	Color of ready mixed paints
IS 277	Specification for Galvanized Steel Sheets, (Plain and Corrugated) -
IS 4759	Hot-dip zinc coatings on structural steel and other allied products
IS13411	Glass Reinforced Polyester Dough Moulding Compounds
IS 4249	Tests for Non Ignitable and self Extinguishing Properties of Solid Electrical Insulating Material
IS11731	Flammability Test for Solid Electrical Insulating Material
IS 11000	Fire Hazard Testing
IS 12063	Classification of degrees of protection provided by enclosures of electrical equipment

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

### 2.0 Service conditions

The Equipment shall be designed to work satisfactorily under following service conditions:

S.no	Title	Indian Standard
1	Supply Voltage	For three phase - 415V + / -10% For single phase – 240 +/- 10%
2	Operating temperature	0 deg C to 50 deg C
3	Average grade of atmosphere	Heavily polluted
4	Relative Humidity	90%

### 3.0 Material & constructional requirements

The distribution box construction shall confirm to following features:

S No	Parameters	Wall Mounted Meter Bus bar
<b>Enclosure features</b>		
1	Box construction	Wall mounted outdoor/Indoor application
2	Box Material	Hot dip galvanized steel sheet as per IS: 277
3	Construction of Box	<b>Sheet type Box</b>
		a) Deep drawn or b) Fabricated type - In Deep drawn, sheet overlapping with hydraulic riveting - In fabrication, continuous welding with suitable treatment on welded place
4	Ingress Protection class	IP 55 as per IS 12063
5	Enclosure Sheet Thickness	Minimum 0.9 mm
6	Bottom gland plate	Non removable type with knockouts; cable entry from bottom only

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

S No	Parameters	Wall Mounted Meter Bus bar
7	Size and no. of knockout for cables	As per BSES requirement
8	Canopy on top	With minimum 10 Deg C slope
9	Door	a) Front side
		b) Flush type doors
		c) Non removable type
10	Door Hinge	Hinge should be internal type.
11	Door locking facility	a) Padlocking
		b) Door knob – 2 nos
		c) Provision of Wire seal locking – 2 nos
12	Door earthing	By 2.5 mm <sup>2</sup> flexible insulated copper wire.
13	Enclosure gasket	Neoprene of size 25X4 mm
14	Wall mounting clamp/accessories	4 No's Fastners to be provided for installation of box on wall
15	Hardware material	External – Hot dip galvanized or SS Internal – Cadmium plated.
16	Powder coating shade in case of Sheet steel	Light Orange, Shade 557 of IS 5
17	Minimum powder coating thickness	85 micron on single spot
18	Bus-bar Support Insulators	DMC, 1100 V grade. Mounted using unidirectional/headless screw
19	Earth studs on box	2nos (M6 with double nut)

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

Technical features for Connector type bus bar		
S.no	Parameters	Description of Wall Mounted Meter Bus bar
1	Phase & Neutral Bus-bar material	Aluminum Grade 63401 WP R1 as per IS 5082 . Only insulated Bus-bar/special connectors to be utilized as Bus-bar. Make HINDALCO/BALCO/NALCO/VEDANTA/BANCO
2	Bus bar current rating & size	I <sub>max</sub> 250A/ph at 50 Deg C ambient.
3	Bus Bar Cross section area	Single Phase – 20 x 20 mm
		Three Phase – 25 x 25 mm
4	Bus bar hole sizes for cable Termination	
4.1	Single Phase Bus Bar box	In both Phase & Neutral Bus Bar Incoming- 8 mm dia Outgoing- 8 mm dia
4.2	Three Phase Bus Bar box	In both Phase & Neutral Bus Bars Incoming- 14 mm dia Outgoing -10 mm dia
4.3	Hole pitch	Min 16 mm for both 1-ph & 3-ph Bus Bar
5	Cable Entry Arrangement	1Ph 2 way- 1 no I/C & 2 nos of O/G cables
		1Ph 4 way- 1 no I/C & 4 nos of O/G cables
		3Ph 2 way- 1 no I/C of Three Phase & 2 nos O/G of Three Phase
		3Ph 4 way- 1 no I/C of Three Phase & 3 no's O/G of single Phase & 1 nos O/G of Three Phase
		3Ph 8 way- 1 no I/C of Three Phase & 7 no's O/G of single Phase & 1 nos O/G of Three Phase
		3Ph 10 way – 1 no I/C of Three Phase & 9 no's O/G of single Phase & 1 nos O/G of Three Phase
6	Maximum permissible working temp of bus	90 deg C
7	Short time withstand current for bus bar	Max 7.3KA for 0.8 sec
8	Conductors tightening	M8 grub type screw. 2 nos/connection

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

Technical features for Connector type bus bar		
S.no	Parameters	Description of Wall Mounted Meter Bus bar
	arrangement	
9	Bus bar arrangement	Horizontal bus bar arrangement with phase bus at top & Neutral bus at bottom with some elevation
10	Bus bar Insulation	At no point, naked conductor wire & bus-bar is accessible. Even head of tightening screw should not project out of insulation.
11	Bus Bar Insulating material	For 1ph bus bar - Fire resistant, V0 Grade PBT/DMC type For 3ph bus bar - Fire resistant, V0 Grade DMC only
12	Insulation level	2.5KV A.C. R.M.S. as per IS: 8623 (Part I) 1993

#### 4.0 Marking & labeling on Box

S.no	Parameters	Description
1	Name plate	Screen printed on front cover. Following details shall have on name plate.
		a. Purchaser name
		b. Type of box
		c. P.O. nos. and date
		d. Item code number
		e. Serial number
		f. Month and year of manufacturing
		g. Name of manufacturer
2	Danger plate	Danger plate in English and Hindi as per IS to be provided on cover
3	Marking for earth stud	Letter 'E' with earth symbol.

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES****5.0 Testing Requirements**

The equipment shall have all the following features:

S.no	Tests	Description
6.1	Type Test	Type test certificate in accordance with relevant IS, shall be submitted along with technical bid
6.2	Witness	a) On receipt of order, type test on sample selected by BSES from first lot shall be carried by vendor. The same shall be witnessed by BSES representative. Type test shall be carried out from NABL accredited lab b) However vendor need not carry out type test again if the same has been carried out within last five years (from date of purchase enquiry) provided no design changes have been made
6.3	Acceptance and Routine test	Acceptance and Routine test certificates in accordance with relevant IS, shall be submitted with every call for inspection.
6.4	Witness	Acceptance tests for lot offered shall be carried out in presence of BSES representative. Vendor shall give inspection call fifteen days in advance.

**5.1 Type Tests Description**

S. no	Name of Test	Standard	Clause No.
<b>For Enclosure (Box)</b>			
1	Visual examination	As Per GTP/ approved drawing	
2	Verification of dimensions & Marking	As Per Spec/GTP/approved drawing	
3	Protection against electric Shock	IS:14772	9
4	Resistance to ingress of solid object & to harmful ingress of water ( IP-55 )	IS:14772	12

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

S. no	Name of Test	Standard	Clause No.
5	Test of Mechanical Strength / Impact Resistance Test	IS:14772	13
6	Resistance to heat	IS:14772	14
7	Resistance to Rusting	IS:14772	16
8	Glow Wire Test at 950 degree Centigrade	IS:14772/ IEC 695-2-1	—
9	Verification of Dielectric Properties at 5 KV	IS:8623	8.2.2.2
10	Heat Deflection Test at 125 degree Centigrade at 0.45 Mpa	—	—
11	Test for Self Extinguishing Properties	IS:4249	3.5.1
12	Flammability Test	IS:11731 II	
13	U V Resistance Test	Din 53387	
14	Withstand Voltage Test		
<b>For Bus Bar</b>			
15	Temperature Rise Test	IS:8623-I	8.2.1
16	Verification of Dielectric Properties of moulded casing of bus bar at 5KV	IS:8623-I	8.2.2
17	Glow Wire Test at 950 degree Centigrade of moulded casing bus bar	IS:11000-1/IEC 695-2-1	—

### 6.0 Deviation

Deviation from specification to be submitted in writing with reference to the specification clause by vendor. In absence of such a statement, requirements of the Specification shall be met without exception.

### 7.0 Technical Bid

Technical Bid shall comprise of

- Dully filled Guaranteed Technical Particulars as per GTP format in Annexure A.
- Type test report
- Sample of offered Box



**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES****ANNEXURE – A: GUARANTEED TECHNICAL PARTICULARS**

Sl no.	Particulars	Requirement of BSES	Offered by Vendor
1	Box construction	Wall mounted fabricated/deep drawn steel sheet box	
2	Ingress protection	IP-55 as per IS 12063	
3	Box material	0.9mm min	
4	Cable entry	Bottom only	
5	Gland plate	Non detachable type	
6	Size & number of holes/knockouts	Required as per size of cables & no. of terminations	
7	Canopy on top	40mm with 10deg slope	
8	Door type	Front side, Non removable type, side opening	
9	Door locking & sealing	Provision of Wire seal locking – 2 nos with U clamp	
10	Door earthing	by 2.5 sqmm insulated Cu wire	
11	Busbar type	Insulated Al busbar	
12	Grade of aluminium	Aluminum Grade 63401 WP R1 as per IS 5082	
13	Minimum cross-section area of aluminium part in busbar	1PH – 20X20mm 3PH – 25X25mm	
14	Busbar insulation	For 1ph bus bar - Fire resistant, V0 Grade PBT/DMC type For 3ph bus bar - Fire resistant, V0 Grade DMC only	



BSES-TS-08-MBBB-R0

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES**

## ANNEXURE – A: GUARANTEED TECHNICAL PARTICULARS

Sl no.	Particulars	Requirement of BSES	Offered by Vendor
15	Busbar current rating at 50 Deg C	I <sub>max</sub> 250A/ph at 50 Deg C ambient.	
16	Busbar arrangement	Single Phase - Horizontal with R phase bus bar at top & Neutral at bottom Three Phase – R Y & B Bus Bar horizontally in one Line & Neutral busbar at bottom with appropriate elevation for proper cable termination	
17	Busbar support Insulator (if any)	DMC, 1100V grade. Mounted using unidirectional headless screw	
18	Total no. of terminations and cable termination holes in Phase and Neutral bus bar	<ul style="list-style-type: none"><li>a. 1Ph 2 way- 1 no I/C; 2 nos O/G of single phase</li><li>b. 1Ph 4 way- 1 no I/C; 4 nos O/G of single phase</li><li>c. 3Ph 2 way- 1 no I/C; 2 nos O/G of three phase</li><li>d. 3Ph 4 way- 1 no I/C; 4 nos O/G Three Phase</li><li>e. 3Ph 8 way- 1 no I/C of Three Phase; 7 no's O/G of single Phase; 1 nos O/G of Three Phase</li><li>f. 3Ph 10 way – 1 no I/C of Three Phase; 9 no's O/G of single Phase; 1 nos O/G of Three Phase</li></ul> Note: Number of Cable termination holes in Phase and Neutral bus bar shall be as per the	

**TECHNICAL SPECIFICATION FOR SINGLE PHASE & THREE PHASE WALL MOUNTED  
BUS-BAR BOXES****ANNEXURE – A: GUARANTEED TECHNICAL PARTICULARS**

Sl no.	Particulars	Requirement of BSES	Offered by Vendor
		connection arrangement mentioned above.	
19	Conductor tightening arrangement	M8 grub type screw. 2 2 Nos/connection	
20	I/C cable size (max)	1PH – Suitable holes for 2C X 10/25 sq mm XLPE Armoured cable  3PH – Suitable holes for 4x150 sq mm XLPE Armoured cable	
21	O/G cable size (max)	1PH – Suitable holes for 2C X 10/25 sq mm XLPE Armoured cable  3PH – Suitable holes 4x50 sq mm XLPE Armoured cable	
22	Gasket	Neoprene	
23	Hardware	HDG/electro	
24	Paint	Asian/Marpol/Berger	
25	Thickness of paint	Powder Coating 85 microns Light Orange Shade 557 of IS-5	
26	Earthing studs	2nos (M6 with double nut)	
27	Gross weight of box	Required	
28	Danger & Name plate	As per clause 4.0 of the specification	

**Volume - II**

**FORMATS**

**Tender Notification for**

**RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

**CMC/BR/25-26/FK/PR/MS/1233**

**Date : 14.01.2025**

**Annexure -I**

**BID FORM**

**RATE CONTRACT FOR SUPPLY OF 1 PHASE & 3 PHASE BUS BAR BOXES**

To  
Head of the Department  
Contracts & Materials  
BSES Rajdhani Power Ltd  
BSES Bhawan, Nehru Place  
New Delhi- 110019  
Sir,

- 1 We understand that BRPL is desirous of procuring " Bus Bar Boxes 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 AS PER PRICE BID ENCLOSED 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 opening under 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 is issued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 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 this..... day of..... 20 .....

Signature..... 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**

ENQUIRY NO & DATE : CMC/BR/25-26/FK/PR/MS/1233 DT:14.01.2025

PRICE FORMAT

NIT & DATE : CMC/BR/25-26/FK/PR/MS/1233  
RATE CONTRACT FOR SUPPLY OF 1Phase & 3 Phase BUS BAR  
BOXES  
DT : 24.03.2023

S.NO	BSES Material Code	HSN Code	Material Dispatch Location (GSTN no.)	Item Description	UOM	QTY	EX-WORKS RATE/ No.	C GST (%)	C GST (Amount)	S GST (%)	S GST (Amount)	I GST (%)	I GST (Amount)	FREIGHT	LANDED COST/No.	TOTAL LANDED COST
1				1PH 2WAY;F/2MTR	Nos	16000										
2				3PH 4WAY ;F/4MTR	Nos	17000										
3				3PH 8WAY;f/8MTR	Nos	4000										
															<b>Total</b>	

Note:

- Prices shall be Firm
- The prices received without break up of ex works, Freight, GST are liable for rejection.
- Pls. Indicate the exact percentage of taxes in figures and words.
- If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
- Bidders are requested to attach the covering letter head alongwith the price bid indicating reference no and date

Bidders Seal & Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Name of the Company \_\_\_\_\_

Contact No. \_\_\_\_\_

**Annexure - IV**

Enquiry No. &amp; Date : CMC/BR/25-26/FK/PR/MS/1233 DT: 14.01.2025

**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	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BRPL scope	
3	Payment terms	100% payment within 30 days after receipt of material at stores	
4	Delivery schedule	As per our requirement (delivery shall be made within 2 to 3 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 (Ex-work) 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 Twelve (12) months after commissioning or Eighteen months (18) from the last date of supply,whichever is earlier plus 3 months towards claim period	

Bidders Seal &amp; Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Name of the Company \_\_\_\_\_

Contact No. \_\_\_\_\_



**ANNEXURE V**

ENQUIRY NO & DATE : CMC/BR/25-26/FK/PR/MS/1233 DT:14.01.2025

**NO DEVIATION SHEET**

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

**SIGNATURE & SEAL OF BIDDER**

**NAME OF BIDDER**

**Annexure – VI**

S.No	Qualification Criteria	Declaration by bidder with qualifying the fulfillment	Documentary Evidence attached page no. details
1	Bidder should have Average Annual Sales Turnover of Rs 1 Cr or more in last 3 years F.Y. (2021-2022, 2022-2023 and 2023-2024) Copy of audited P&L account / CA certified statement to be submitted along with the bid.	Copy of audited Balance Sheet and P&L Account to be submitted in this regard	
2	The bidder should have own manufacturing facility to manufacture the product (An undertaking has to be submitted along with the bid).	ISO or equivalent Certification copy	
3	Bidder should have supplied at least 5000 nos of Bus Bar Boxes in last 03 years and should have experience of supplying in any utilities/SEB's/PSU's or end user shall be Utility/SEB's/PSU's for developing distribution Network in last 5 years from tender due date. Copies of purchase order should be enclosed in support.	Order copies /completion certificates to be submitted	
4	The manufacturer should have following facility to meet both quality and quantity requirement of supplies. 1. Various CAD/CAM facilities to design the product. 2. Moulding facilities including automatic injection moulding machines or should have exclusive tie up.	Certification copy	
5	The bidder must possess valid ISO 9001:2000 certification.	ISO or equivalent Certification copy	
6	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any major utilities/SEB's/other reputed companies.	Copy of completion certificates to be submitted in this regard	
7	The Bidder shall submit an undertaking "No Litigation" is pending with the BRPL and Group Companies.	Declaration (Letter Head)	
8	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the work.	Registrations Copy	

**Annexure-VII**

**Acceptance Form for Participation in Reverse Auction Event**

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

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

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

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

Bidders Seal & Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Name of the Company \_\_\_\_\_

Contact No. \_\_\_\_\_

**CHECK LIST**

Sl 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	BSES.....POWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO