

Volume – I

Tender Notification for

**Rate Contract For Supply of Transformer Insulating Oil In
BRPL**

CMC/BR/25-26/FK/PR/RJ/1247

Due Date for Submission of Bids: 07.03.2025

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SECTION – I
REQUEST FOR QUOTATION

Tender Notification: CMC/BR/25-26/FK/PR/RJ/1247

**Rate Contract for Supply of Transformer Insulating Oil in
BRPL**

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SECTION – I: REQUEST FOR QUOTATION**1.0 Event Information**

- 1.01** BRPL invites bids through online portal for rate Contract for Supply of Transformer Oil in BRPL from the manufacturers. The bidder must qualify the technical requirements as specified in Clause 2.0 stated below. The tender shall be duly super scribed as — **“BID FOR RATE CONTRACT FOR SUPPLY OF TRANSFORMER OIL IN BRPL, TENDER NOTICE CMC/BR/25-26/FK/PR/RJ/1247 DUE FOR SUBMISSION ON DT. 07.03.2025”**.

| Sl. No. | Item Description | Specification | Requirement | Estimated Cost |
|--------------------|--|---------------|-------------|----------------|
| | | | Total Qty. | |
| BRPL, DELHI | | | | |
| 1 | Rate Contract for Supply of Transformer Insulating Oil in BRPL | SECTION V | 400 KL | 4.12 Cr |

Note: Quantity may vary to any extent of +/- 30% of above mentioned total quantity.

- 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/- with GST-**, drawn in favour of **BSES RAJDHANI POWER LTD**, payable at New Delhi. The sale of tender documents will be issued from 14.02.2025. The tender documents can also be downloaded from the website www.bsesdelhi.com or <https://srmpportal.bsesdelhi.com/irj/portal>

In case tender papers are downloaded from the above website, then the bidder has to submit a demand draft covering the cost of bid documents and EMD as mentioned in tender document in a separate sealed envelope with suitable superscription - **Tender Fee & EMD and Tender Notice Ref: CMC/BR/25-26/FK/PR/RJ/1247, Due date of submission, Tender opening date**. This envelope should be deliver to the following address (scanned copy of Tender Fee & EMD to be uploaded on e –procurement portal):

**HEAD OF THE DEPARTMENT, 1st FLOOR, ‘C’ BLOCK,
CONTRACTS & MATERIALS DEPARTMENT, BSES RAJDHANI POWER LTD,
BSES BHAWAN,
NEHRU PLACE, NEW DELHI-110019**

- 1.03** Offers will be received upto **1500 Hrs. on dt. 07.03.2025** as indicated earlier and will be opened at the address given below dt. **07.03.2025 at 1530 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 should upload on above website on or before the due date.
- 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:
- Earnest Money Deposit (EMD) @ 2% (Two percent) of the Tender value i.e. **Rs. 8,24,000/-** 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.
 - The offer does not contain “FOR, NEW DELHI price indicating break-up towards all taxes & duties”.
 - Complete Technical details are not enclosed.
 - 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 participate in the bidding process, bidder who meets following requirements will be considered as successful bidder and management has the right to disqualify those bidders who do not meet these requirements.

- 1) The bidder should have own manufacturing facility in India for Oil in last 3 years. *Manufacturing and factory incorporation certificate/undertaking to be submitted by bidder. The details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished*
- 2) The bidder should have manufacturing capacity for a minimum of 40-50 KL per month. *Installed Capacity Certificate to be furnished.*
- 3) The bidder should have supplied at least 100% of tender Quantity Oil to any utilities/SEB's/PSU's/reputed firm (for which end user shall be Utility/SEB's/PSU's for developing distribution Network) in last 5 years. *i. Summary list of executed Purchase orders ii. Purchase order copies iii. Material delivery clearance certificate copy or delivery completion certificates or invoice copies to be furnished.*
- 4) The bidder must possess valid ISO 9001: 2000 certification and must possess valid BIS License. *Valid copy of Certification required.*
- 5) Bidder should have average Annual Sales Turnover of Rs 200.00 Crores or more in last 3 financial years. *Balance Sheet /CA Certificate to be submit.*
- 6) The Bidder shall submit an undertaking that "No Litigation" is pending with BRPL or its Group/Associates Companies. *Undertaking required.*
- 7) An undertaking that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities. *Undertaking required.*
- 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.

3.0 Bidding and Award Process

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

a. Time schedule of the bidding process

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

| S.No. | Steps | Activity description | Due date |
|-------|-------------------|----------------------------|---|
| 1 | Technical Queries | All Queries related to RFQ | On or before 01.03.2025 1500 Hrs. |

| | | | |
|---|--------------------------|--|-------------------------|
| 2 | Technical Offer | Documentary evidence in support of qualifying criteria. Technical Literature/ GTP/ Drawings/ Type test report, if any, etc., Testing facilities, any other relevant document, acceptance to commercial terms & conditions viz. delivery Schedule/ Period, Payment terms, PBG etc. Quality assurance plan, Deviation from the specification, list of plant & machinery and testing equipments Unpriced items. | 07.03.2025, 1500 HRS |
| 3 | Commercial Offer | Prices for Oil and Break up regarding basic price and taxes. Delivery commitment | 07.03.2025, 1500 HRS |
| 4 | Opening of technical bid | As per RFQ | 07.03.2025, 1530 HRS |

b. Bid submission through E-Procurement Portal

BSES will carry out E-Procurement through its e-procurement portal (<https://srmpdportal.bsesdelhi.com/irj/portal>). Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BRPL, please write a mail to: Mr. Satyam Singh, E-mail: satyam.singh@relianceada.com, with your details as per below:

- a) Existing Vendor Code with BRPL or its Group/Associates Companies (if available):
- b) Trade Name:
- c) Address of Principal Place of Business:
- d) Contact Person's Name:
- e) Contact Person's Designation:
- f) Contact Person's Mobile No.:
- g) Contact Person's email ID:
- h) Also, attach a valid copy of Power of Attorney in favour of mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

The login ID details shall be sent through email to the email ID mentioned by you for the same.

Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-procurement site. Please refer to the user manual available at <https://srmpdportal.bsesdelhi.com/irj/portal>

This is a two part bid process. Bidders are to upload the bids (a) Technical Bid (b) Price Bid on website.

- **The Part-I (Technical Bid)** - 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 not be opened.
- **The Part-II (Financial Bid)** - 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 bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible. However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG as applicable) and any other documents mentioned in the tender documents have to be submitted at the BRPL office before the due date and time of submission. Please mention the NIT No

on sealed envelope of EMD and DD and submit the documents on following address (scanned copy of EMD and Tender Fee to be uploaded on e-procurement portal):

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

4.0 REVERSE AUCTION CLAUSE

Purchaser reserves the right to use the reverse auction as an optional tool through SAP – SRM as an integral part of the entire tendering process. All techno commercially qualified bidders shall participate in the reverse auction. Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format attached ANNEXURE-C.

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

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.

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

Rate Contract: The rate contract shall have a validity period of 12 months from the date of LOI / PO issued to the responsive, techno- commercially acceptable and evaluated to be lowest bidder.

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.

6.0 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.

7.0 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.

8.0 Contact Information

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

| | Technical | Commercial |
|--------------|--|---|
| Contact Name | Mr. Amit Tomar Copy to Mr. Gopal Nariya | Ms Rachna Jain Copy to Mr. Pankaj Goyal & Mr. Satyam Singh |
| Address | BSES RAJDHANI POWER LTD, 2nd Floor, B Block, Nehru Place, New Delhi – 110019 | C&M Deptt. 1st floor, D- Block, BSES Rajdhani Power Limited, BSES Bhawan, Nehru Place, New Delhi -110019 |
| Email-ID | amit.as.tomar@relianceada.com gopal.nariya@relianceada.com | rachna.jain@relianceada.com pankaj.goyal@relianceada.com satyam.singh@relianceada.com |

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

**Rate Contract For Supply of Transformer Insulating Oil
IN BRPL**

CMC/BR/25-26/FK/PR/RJ/1247

A. GENERAL

1.0 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 establishment of rate contract for supply of Transformer Insulating Oil as notified earlier in this bid document.

2.0 SCOPE OF WORK

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

3.0 DISCLAIMER

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

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

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4.0 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 Oil tested by any reputed independent test lab (approved by BRPL) at the cost of bidder.

B. BIDDING DOCUMENT

5.0 BIDDING DOCUMENTS

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

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- | | | |
|----|-----------------------------------|-----------------|
| 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 |

- 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.

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. 8,24,000/-**. 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 as 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 and Unloading at BRPL Stores, 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—"Variable "and not subject to price adjustment during the performance of the Contract as per Price Variation (PV) Formulae subject to ceiling of (+) 20% . However there will be no ceiling on Minus (-) side.

10.03 The initial and final date for application of PV will be as per Circular of IEEMA on the 1st day of the month prior to month of due date of bid submission and on the 1st day of the month prior to month of date of material offered for inspection. The bidder shall submit supporting IEEMA Circular(s) along with his bid.

10.04 Price Variation Formula

$$P1 = P0 + (TB - TB0) \times 1.2 + (D - D0) \times 4.8$$

Whereas P0 = Original Ex-works price as per Purchase Order

P1 = Revised Ex-works price per L as adjusted in accordance to above formula

TB = Prices Indices for TOBS as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of date of material offered for inspection.

TB0= Prices Indices for TOBS as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of due date of bid submission.

D = Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of date of material offered for inspection.

D0= Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of due date of bid submission

In case the date(s) mentioned in the PV Formula are beyond the contractual delivery date, the date advantageous to the purchaser will form the basis of Price Variation.

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), must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original Bid 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: All the Bid Documents shall be uploaded on website before the closing time for submission of the bid.

15.02 The EMD and tender fee shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — **Tender Fee & EMD** and "**Tender Notice no., Due date of submission, Tender opening date**"

15.03 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 **1500 HRS on 07.03.2025**.

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 adjustment in price, which results from the above procedure, 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 toward 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.

29.0 PERFORMANCE BANK GUARANTEE

Bidder shall initially submit the PBG with in 28 days of placement of RC for 1% of RC Value (including GST) valid till RC validity period plus three month claim period. If there is extension in RC validity date, the BG shall be extended accordingly.

Upon submission of the performance security, the EMD shall be released.

Thereafter bidder shall submit PBG on Purchase Order (PO) basis for 10% of the PO value (including GST). The Performance Bond shall be valid for a period of twenty four months (24) from the date of the commissioning or thirty months (30) from the date of receipt of material (last consignment of PO) at site/stores whichever is earlier plus 3 months towards claim period.

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, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a proposal 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 Transformer Insulating Oil
In BRPL**

CMC/BR/25-26/FK/PR/RJ/1247

GENERAL TERMS AND CONDITIONS**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" 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 supply, 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 needs 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 without 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.

7.0 Prices basis for supply of materials

Bidders require quoting their prices on Landed Cost Basis and separate price for each item.

For Supply to BRPL Delhi the price shall be inclusive of packing, forwarding, GST and freights. 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, in case 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).

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

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

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

10.0 Terms of payment and billing

10.01 For Supply of Equipments:

- 100% payment shall be made within 45 days from the date of receipt of material at store/ site against submission of 10 % performance bank guarantee. (Refer 10.01)

10.02 Bidder to submit the following documents against dispatch of each consignment:

- i) Consignee copy of LR
- ii) Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
- iii) Original certificate issued by BRPL confirming receipt of material at site and acceptance of the same.
- iv) Dispatch clearance / inspection report in original issued by the inspection authority
- v) Packing List.
- vi) Test Reports
- vii) Guarantee Certificate.
- viii) Insurance policy to be obtained by supplier

11.0 Price Validity

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

12.0 Performance Guarantee

- 12.01 Bidder shall initially submit the PBG with in 28 days of placement of RC for 1% of RC Value (including GST) valid till RC validity period plus three month claim period. If there is extension in RC validity date, the BG shall be extended accordingly .

Upon submission of the performance security, the EMD shall be released..

Thereafter bidder shall submit PBG on Purchase Order (PO) basis for 10% of the PO value (including GST).The Performance Bond shall be valid for a period of twenty four months (24) from the date of the commissioning or thirty months (30) from the date of receipt of material (last consignment of PO) at site/stores whichever is earlier plus 3 months towards claim period.

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

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 contract price for every week delay or part thereof for undelivered quantities.
- 22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price for undelivered quantities.
- 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:
- 23.03 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.
- 23.04 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.
- 23.05 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.
- 23.06 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.
- 23.07 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.
- 23.08 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 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 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

| Sl. No. | Item Description | Specification | Requirement | Delivery Schedule | Location |
|------------|--|---------------|-------------|--|-------------------|
| BRPL,DELHI | | | | | |
| 1 | Rate Contract for Supply of Transformer Insulating Oil in BRPL | SECTION V | 400 KL | Delivery shall be as per the requirement over the period of 12 months from Ordering. | Stores BRPL Delhi |

BID FORM

RATE CONTRACT FOR SUPPLY OF TRANSFORMER INSULATING OIL IN BRPL

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

We understand that BRPL is desirous of procuring “Transformer Insulating Oil” in its licensed distribution network area in Delhi. 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.

If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule given by you from the date of award of purchase order/letter of intent.

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.

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.

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.

Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

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).....

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 its 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:

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

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

fails or refuses to execute the Contract Form ,if required; or
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 conditions.

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

FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

Seal & Signature of Bidder

PRICE FORMAT

ENQUIRY NO & DATE: NIT: CMC/BR/25-26/FK/PR/RJ/1247

PRICE SCHEDULE

| ITEM DESCRIPTION | QTY AS PER RFQ | UOM | EX-WORKS RATE/ UNIT | CGST (%) | CGST AMT | SGST (%) | SGST AMT | IGST (%) | IGST AMOUNT | FREIGHT | LANDED RATE/ UNIT | TOTAL LANDED COST (INR) |
|----------------------------|----------------|-----|---------------------|----------|----------|----------|----------|----------|-------------|---------|-------------------|-------------------------|
| Transformer Insulating Oil | 400 | KL | | | | | | | | | | |

- Note: 1. The prices received without break up of ex works, Freight, GST are liable for rejection
2. Pls. indicate the exact percentage of taxes in figures and words.
3. If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.
4. Bidders are requested to attach the covering letter head along with the price bid indicating reference no and date.

Bidders seal & signature

Annexure – V

Enquiry No. : CMC/BR/25-26/FK/PR/RJ/1247

COMMERCIAL TERMS AND CONDITIONS

| S/NO | ITEM DESCRIPTION | AS PER BRPL | CONFIRMATION OF BIDDER |
|------|----------------------------|--|------------------------|
| 1 | Validity of prices | 120 days from date of offer | |
| 2 | Price basis | Price Variation, FOR Delhi store basis, Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. Unloading at stores be in vendor's scope Transit insurance in BRPL scope | |
| 3 | Payment Terms | 100% payment within 45 days after receipt of material at stores | |
| 4 | Delivery schedule | As per Section IV | |
| 5 | Defect Liability Period | 60 months after commissioning or 66 months from the last date of supply, whichever is earlier. | |
| 6 | Penalty for delay | 1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value of undelivered units | |
| 7 | Performance Bank Guarantee | <p>Bidder shall initially submit the PBG with in 28 days of placement of RC for 1% of RC Value (including GST) valid till RC validity period plus three month claim period. If there is extension in RC validity date, the BG shall be extended accordingly .</p> <p>Upon submission of the performance security, the EMD shall be released.</p> <p>Thereafter bidder shall submit PBG on Purchase Order (PO) basis for 10% of the PO value (including GST).The Performance Bond shall be valid for a period of twenty four months (24) from the date of the commissioning or thirty months (30) from the date of receipt of material (last consignment of PO) at site/stores whichever is earlier plus 3 months towards claim period.</p> | |

ENQUIRY NO: CMC/BR/25-26/FK/PR/RJ/1247

NO DEVIATION SHEET

| SL NO | SL NO OF TECHNICAL SPECIFICATION | DEVIATION, IF ANY |
|-------|----------------------------------|-------------------|
| | | |

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

| SI No | Item Description | YES/NO |
|-------|---|-------------------------|
| 1 | INDEX | YES/NO |
| 2 | COVERING LETTER | YES/NO |
| 3 | BID FORM (UNPRICED) DULY SIGNED | YES/NO |
| 4 | BILL OF MATERIAL (UNPRICED) | YES/NO |
| 5 | TECHNICAL BID | YES/NO |
| 6 | ACCEPTANCE TO COMMERCIAL TERMS & CONDITIONS | YES/NO |
| 7 | FINANCIAL BIDS | 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 |

SECTION – V

TECHNICAL SPECIFICATIONS (TS)

Supply of Transformer Insulating Oil In BRPL

CMC/BR/25-26/FK/PR/RJ/1247

BSES

Technical Specification of Transformer New Insulating Oil

Specification no – BSES-TS-25-TNIO-R0

| | | |
|-------------|---------------|---------------------------------|
| Rev: | 0 | |
| Date: | 06 Apr 2022 | |
| Pages: | 09 | |
| Prepared by | Jeena Borana | <i>Jeena</i> |
| | Vani Sood | <i>Vani Sood</i> 06/04/22 |
| Reviewed by | Srinivas Gopu | <i>Srinivas Gopu</i> |
| | Amit Tomar | <i>Amit Tomar</i> 06/04/22 |
| Approved by | Gaurav Sharma | <i>Gaurav Sharma</i> |
| | K. Sheshadri | <i>K. Sheshadri</i> 06/04/22 |

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RECORD OF REVISION

| Clause No. | Change in Specification | Approved by | Rev |
|-------------------|--------------------------------|--------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**1.0 SCOPE OF SUPPLY**

Design, Manufacture, Testing at manufacturers works before dispatch, Packing, Delivery of material and submission of documents to purchaser

2.0 CODES & STANDARDS

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

| S no. | Standard | Title of the Standard |
|-------|---------------|--|
| 2.1 | IS 335-2018 | New Insulating Oils |
| 2.2 | IS 1783 | Drums for oils |
| 2.3 | IS 4759 | Hot dip zinc coating on structural steel and other allied products |
| 2.4 | IS: 6855:2017 | Method of sampling for liquid dielectrics |

3.0 SERVICE CONDITIONS

The insulating oil shall be suitable for following conditions

| | | |
|-----|----------------------------------|---|
| 3.1 | Average grade atmosphere | Dry, heavily polluted with corrosive dust |
| 3.2 | Maximum altitude above sea level | 1000 M |
| 3.3 | Design ambient temperature | 50 deg C |
| 3.4 | Relative Humidity | 90 % Max |
| 3.5 | Seismic Zone | 4 |
| 3.6 | Rainfall | 750 mm concentrated in four months |

4.0 NEW INSULATING OIL

The insulating oil shall have following features

| Sr. No | Item description | Specification requirement |
|------------|--------------------------------|------------------------------|
| 4.1 | Function | |
| 4.1.1 | Viscosity | |
| 4.1.1.1 | Viscosity at 40 ⁰ C | 15 mm ² /s, Max |
| 4.1.1.2 | Viscosity at 0 ⁰ C | 1800 mm ² /s, Max |
| 4.1.2 | Pour Point | - 10 ⁰ C, Max |
| 4.1.3 | Water content | 30 mg/Kg, Max |
| 4.1.4 | Breakdown voltage | |
| 4.1.4.1 | New unfiltered oil | 30 kV, Min |

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL

| | | |
|------------|--|---|
| 4.1.4.2 | After filtration | 70 kV, Min |
| 4.1.5 | Density at 20 ^o C | 0.895 g/ml, Max |
| 4.1.6 | Dielectric dissipation factor at 90 ^o C | 0.005, Max |
| 4.1.7 | Particle Content | Manufacturer to specify the data |
| 4.2 | Refining/Stability | |
| 4.2.1 | Appearance of oil | Clear, free from sediment and suspended matter |
| 4.2.2 | Acidity | 0.01 mg KOH/g, Max |
| 4.2.3 | Interfacial tension at 27 ^o C | 0.04 N/m, Min |
| 4.2.4 | Total sulphur content | Manufacturer to specify the data |
| 4.2.5 | Corrosive sulfur | Not-corrosive |
| 4.2.6 | Potentially Corrosive sulfur | Not-corrosive |
| 4.2.7 | DBDS | Not detectable (<5 mg/kg) |
| 4.2.8 | Inhibitor | Not detectable (<0.01%) |
| 4.2.9 | Metal Passivator | Not detectable (<5 mg/kg) |
| 4.2.10 | Other additives | Manufacturer to specify the data |
| 4.2.11 | 2-furfural and related Compounds content | Not detectable (<0.05 mg/kg) for each individual compound |
| 4.3 | Performance | |
| 4.3.1 | Oxidation stability, test duration 164 h | |
| 4.3.1.1 | Total acidity | 1.2 mg KOH/g, Max |
| 4.3.1.2 | Sludge | 0.8%, Max |
| 4.3.1.3 | DDF at 90 ^o C | 0.5, Max |
| 4.3.2 | Gassing Tendency | Manufacturer to specify the data |
| 4.3.3 | ECT | Manufacturer to specify the data |
| 4.4 | Health,safety and Environment | |
| 4.4.1 | Flash point | 135 ^o C, Min |
| 4.4.2 | PCA content Max | 3%, Max |
| 4.4.3 | PCB content | Nil |

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**5.0 INSPECTION & TESTING**

| | | |
|---|--------------------------------------|--|
| The testing of oil for the specified characteristics shall be done in presence of BSES representative & test certificate shall be submitted to BSES before dispatch | | |
| 5.1 | Type test as per IS-335 | Only type tested oil shall be accepted for bid participation |
| 5.2 | Type test reports as per IS-335 | Test reports from CPRI/ERDA accredited laboratory shall only be acceptable |
| 5.3 | Type test report validity | valid for last 5 years |
| 5.4 | Inspection test witness by purchaser | One Sample from any lot (once per rate contract/purchase order) shall be selected and sealed by BSES representative for complete testing (as per Clause 4.0) at CPRI/ERDA. . The cost of this testing should be included within the cost of the oil. In case of unavailability of tests (if any) at either of the laboratories (CPRI or ERDA), then those tests shall be waived off |
| | | No processing or filtration shall be carried out in the laboratory on the sample to be tested |
| 5.5 | Acceptance & routine test methods | As per relevant IS with its latest ammendments on each lot |
| 5.6 | Inspection by Purchaser | On 15 days advance notice |

6.0 PACKING & DELIVERY

| | | |
|-------|-------------------------|---|
| 6.1 | Packing protection | Against leakage, vibration & corrosion |
| 6.2.1 | Supply of oil | In (non-returnable) air tight & sealed clean M.S. drum / HDPE barrels of 210 liters As per IS 1783, alternatively in tankers wherever instructed specifically |
| 6.2.2 | Quantity of oil in Drum | 209 liters |
| 6.3 | Marking on drum | a) Manufacturer's name |
| | | b) Oil type &Quantity in liters |
| | | c) PO number |
| | | d) Identification code to track back date and lot of manufacture |
| | | e) ISI mark with CML Number |
| 6.4 | Handling instruction | To be marked on packing drum |
| 6.5 | Painting of Oil Drum | Inside coating resistant to insulating oil. |
| | | Outer side coating with primer and finishing paint, or hot dip galvanized according to IS: 4759: 1984 for protection against atmospheric corrosion. |
| 6.6 | Drum Sealing | To avoid ingress of moisture |

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**7.0 DOCUMENTATION**

| S.no | Documents to be submitted | With the bid | After Award | |
|------|---|--------------|--------------|---------------|
| | | | For Approval | For reference |
| 1 | Copy of specification along with company seal & signature on each page. | ✓ | | |
| 2 | Duly filled GTP | ✓ | ✓ | |
| 3 | Valid type test reports | ✓ | | ✓ |
| 4 | Sample of oil in sealed glass bottle for new vendor | ✓ | | |
| 5 | BIS license | ✓ | | |
| 6 | Reference list of clients/suppliers list for last 3 years | ✓ | | |
| 7 | Deviation Sheet (if any) | ✓ | ✓ | |

8.0 DEVIATION

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

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**Annexure -A GUARANTEED TECHNICAL PARTICULARS**

Bidder to submit hard copy duly filled & signed along with techno commercial offer.

| S no | Item description | Specification requirement | Data by Vendor |
|-------------|--|---|-----------------------|
| 1.0 | Manufacturer Name | | |
| 1.1 | | Address | |
| 1.2 | | Contact person | |
| 1.3 | | Contact telephone no | |
| 2.0 | Function | | |
| 2.1 | Viscosity | | |
| 2.1.1 | Viscosity at 40 ⁰ C | 15 mm ² /s, Max | |
| 2.1.2 | Viscosity at 0 ⁰ C | 1800 mm ² /s, Max | |
| 2.2 | Pour Point | - 10 ⁰ C, Max | |
| 2.3 | Water content | 30 mg/Kg, Max | |
| 2.4 | Breakdown voltage | | |
| 2.4.1 | New unfiltered oil | 30 kV, Min | |
| 2.4.2 | After filtration | 70 kV, Min | |
| 2.5 | Density at 20 ⁰ C | 0.895 g/ml, Max | |
| 2.6 | Dielectric dissipation factor at 90 ⁰ C | 0.005, Max | |
| 2.7 | Particle Content | Manufacturer to specify the data | |
| 3.0 | Refining/Stability | | |
| 3.1 | Appearance of oil | Clear, free from sediment and suspended matter | |
| 3.2 | Acidity | 0.01 mg KOH/g, Max | |
| 3.3 | Interfacial tension at 27 ⁰ C | 0.04 N/m, Min | |
| 3.4 | Total sulphur content | Manufacturer to specify the data | |
| 3.5 | Corrosive sulfur | Not-corrosive | |
| 3.6 | Potentially Corrosive sulfur | Not-corrosive | |
| 3.7 | DBDS | Not detectable (<5 mg/kg) | |
| 3.8 | Inhibitor | Not detectable (<0.01%) | |
| 3.9 | Metal Passivator | Not detectable (<5 mg/kg) | |
| 3.10 | Other additives | Manufacturer to specify the data | |
| 3.11 | 2-furfural and related Compounds content | Not detectable (<0.05 mg/kg) for each individual compound | |
| 4.0 | Performance | | |
| 4.1 | Oxidation stability, test | | |

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL

| S no | Item description | Specification requirement | Data by Vendor |
|-------------|---|----------------------------------|-----------------------|
| | duration 164 h | | |
| 4.1.1 | Total acidity | 1.2 mg KOH/g, Max | |
| 4.1.2 | Sludge | 0.8%, Max | |
| 4.1.3 | DDF at 90°C | 0.5, Max | |
| 4.2 | Gassing Tendency | Manufacturer to specify the data | |
| 4.3 | ECT | Manufacturer to specify the data | |
| 5.0 | Health,safety and Environment | | |
| 5.1 | Flash point | 135°C, Min | |
| 5.2 | PCA content Max | 3%, Max | |
| 5.3 | PCB content | Not detectable (<2 mg/Kg) | |
| 6.0 | Packing & delivery as per specification | | YES/NO |
| 6.1 | Size of oil drum | 210 liter minimum | |
| 6.2 | Quantity of oil to be supplied in DRUM | 209 liters | |
| 7.0 | Copy of Type test report | Submitted along with GTP? | YES/NO |
| 7.1 | Deviation sheet | Submitted along with GTP? | YES/NO |

Name, Address & contact details of Vendor - _____

Vendor contact person & signature - _____