

Volume - I

Global Tender Notification for

Single Phase Meter:CMC/ENQ/ASG/KM/006

Date : 29.08.2009

Due Date for Submission of Bids :05.10.2009

**BSES RAJDHANI POWER LTD (BRPL)
BSES YAMUNA POWER LTD (BYPL)**

SECTION - I

REQUEST FOR QUOTATION

2009-10

Tender Notification : CMC/ENQ/ASG/KM/006

Event : Procurement of Single Phase Meter

Date:- 29/08/2009

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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

- 1.01 BRPL invites Sealed tenders for supply of Single Phase Meter from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — **“BID FOR SINGLE PHASE METERS TENDER NOTICE/CMC/ENQ/ASG/KM/006 DUE FOR SUBMISSION ON DT. 05.10.2009”**.

Sl. No.	Item Description	Specification	R equirement	Location
			Total Qty.	
BRPL,DELHI				
1	1 phase 2 Wire Static Energy Meters, 10-60A , Accuracy class:1.0 , as per enclosed GTP	SECTION V	3,00,000 nos.	STORES, BRPL
BYPL,DELHI				
1	1 phase 2 Wire Static Energy Meters, 10-60A , Accuracy class:1.0 , as per enclosed GTP	SECTION V	2,00,000 nos.	STORES, BYPL

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.1000/US \$21 per set-** drawn in favour of **BSES Rajdhani Power Ltd**, payable at Delhi. The sale of tender documents will be issued from **05.09.2009** onwards on all working days upto **30.09.2009**. The tender documents can also be downloaded from the website **“www.bsedelhi.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/ENQ/ASG/KM/006”**. This envelope should accompany the Bid Documents.

- 1.03 Offers will be received upto **1.00 PM. on dt. 05.10.2009** as indicated earlier will be opened on the same day at the address given below on **05.10.2009 at 3.00 PM** 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,
1st FLOOR, ‘C’ BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES RAJDHANI POWER LTD,
BSES BHAWAN,
NEHRU PLACE, NEW DELHI-110019.**

- 1.04 BRPL/BYPL 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 1,17,00000/ US \$2,39,411/-** is not deposited in shape of Bank Draft in favour of BSES Rajdhani Power Ltd, payable at Delhi or Bank Guarantee executed on favour of BRPL.

(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). Sample is not submitted along with the offer.
- (v). Tender is received after due time due to any reason.

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. The bidder must be a meter manufacturer of static meter.
2. The bidder shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their Principals abroad with whom they may be having collaboration **Such accreditation should be at least of one year preferably last year as on date of tender.**
3. Relevant documents in support of the above must be furnished along with undertaking of the manufacturers. If these documents are not furnished along with the tenders the offer will be rejected summarily.
4. Bidder should have supplied atleast 5 lakh meters in last three years with LCD, memory, optical port and communication facility. The manufacturer should have experience of supplying to Electricity Distribution Utility/ Undertaking in India with electronic display and communication facility.
5. Offered meters should be in successful operation since at least last 2 year as on the date of opening of Bid.
6. In this support copies of purchase orders and performance reports from the SEBs/Power Utilities should be Enclosed.
7. The bidder must possess valid ISO 9001:2000 certification for meter manufacturing and must possess valid BIS Licence.
8. Firms who are debarred/blacklisted in other utilities in India will not be considered.
9. The Bidder should have turnover of Rs.200 Crore in any one of the last three financial years (i.e. 06-07, 07- 08 & 08-09) **related to metering item only..** Bidder should submit report on financial standing such as profit and loss statement, balance sheets for the last three years, bankers certificates only of metering item only. etc.
10. The audited financial statements of accounts for the last three years submitted by bidder shall be evaluated and last year of audited accounts should show positive net worth.
11. Bidder should have complete volume of type test reports as per IS 13779 and magnet test as per CBIP-88 from any NABL accredited lab. The type test report should not be older than 2 years as on the date of opening of tender.
12. Purchaser at his own discretion may consider to award trial order of small quantity to those bidders who have proven design and meet our requirement.
13. The manufacturer should have following facility to meet both quality and quantity requirement of supplies.

Computerized test bench: The manufacturer should have sufficient Nos of Computerized test benches. The benches should have electronic supply, Isolated CT/ PT system and data should be directly stored in central server.

Seal tracking system: The manufacturer has to put both his own seal and BSES seal on the meter. He should have a seal tracking software to ensure tracking of seal and no duplication of

seals and meter nos.,.

Meter Burn In system: In order to ensure the reliability of components and that there is no drift in meter accuracy with time; the manufacturer should have burn in facility --- Running meter with load at elevated temperature.

Routine test data: During lot acceptance, all routine test data should be made available to inspector. In fact as per BIS, STI all test data should be offered to inspector for verification.

Routine test report should be packed with each meter.

13.5 **Test benches:** During the lot acceptance, BSES inspector can test up to 5% of offered quantity. The manufacturer should agree to provide all test facility to do so. Further he should allow BSES inspector to check shop floor process.

13.6 **Test equipments:** Since the meters has lot of anti theft features, the manufacturer should have test set up too check the working of all anti theft features.

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

3.00 Bidding and Award Process

Bidders are requested to submit their questions regarding the RFQ or the bidding process after review of this RFQ. BRPL/BYPL response to the questions raised by various bidders will be distributed to all participating bidders through an RFQ Update. Otherwise BRPL/BYPL will organize a prebid meeting to clarify all doubts on **dated 24.09.2009**.

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">All Queries related to RFQ	On or before Pre-bid meeting
2	Technical Offer	<ul style="list-style-type: none">It include clause by clause commentary, GTP, Type test report from NABL Lab(Not more than 2 year old), BIS report, Quality assurance plan, Deviation from the specs,component deviation,undertaking of software protocol,List of Plant and machineryReceipt of tender sample submission.	05.10.2009, 13.00 Hrs
3	Commercial Officer	<ul style="list-style-type: none">Price for Single Phase meter with and without additional feature.Break up regarding basic price and taxes.Delivery commitment	05.10.2009, 13.00 Hrs
4	Samples (4nos.)	<ul style="list-style-type: none">Sample with meter routine report as per bidder offer. Not applicable for existing vendor/ vendor who has already given sample in past(unless vendor wants to change it) 6 months.Samples will be submitted at BYPL Laboratory Near LSC Market , Savita Vihar , New Delhi on or before the due date	05.10.2009, 13.00 Hrs
5	Performance gaurantee quality system report	<ul style="list-style-type: none">As per RFQ	Only for successful bidders.
6	Opening of technical bid	<ul style="list-style-type: none">As per RFQ	05.10.2009, 15.00 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.

The Part – 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.

b). Qualified bidders will be intimated after technical evaluation of all the bids is completed.

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.

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/BYPL reserves the right to award other suppliers who are found fit.

5.00 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. 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/BYPL. This includes all bidding information submitted.

All RFQ documents remain the property of BRPL/BYPL and all suppliers are required to return these documents to BRPL/BYPL 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	Gyan Prakash Asthana	Ashok Gautam
Address	1 st Floor , B-Block, BSES Bhawan	1 st Floor , C-Block, BSES Bhawan
Fax No.	011-39999430	011-39999420
Email Id	Gyan.Prakash@relianceada.com	Kishore.Murjani@relianceada.com

SECTION – II
INSTRUCTION TO BIDDERS (ITB)
2009-2010

Single Phase Meter:CMC/ENQ/ASG/KM/006

Dated : 29.08.2009

A. GENERAL

1.00 BRPL Rajdhani power Ltd and BYPL Yamuna 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 Single Phase meter as notified earlier in this bid document

2.00 SCOPE OF WORK

The scope shall include Design, Manufacture,Testing at works conforming to theTechnical 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 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).

4.0 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.

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

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 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 1,17,00000/ US \$2,39,411/-** .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 BRPL, payable at 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 or United States Dollar (\$) Only.**

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 120 days post bid date.

12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by Fax/e-mail.

13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with —Technical & EMD". 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.
- 15.04 The Bidder, along with the bid documents has to **submit four samples along with detailed GTP & Drawings.** The sample should clearly indicate (i) Name of the bidder (ii)Tender No.,(iii) Group & Item Sr.No.etc. Samples will be submitted at BYPL Laboratory Near LSC Market , Savita Vihar , New Delhi on or before the due date of tender submission. **Bidders are required to submit the receipt of sample submission along with the technical bid.** The samples shall not be returned back to the bidder.Sample submission is not applicable for existing vendor and for vendor who has supplied meter in the past 6 months (unless supplier wants to change it)

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 1.00 P.M. on 05.10.2009.**
- 16.02 The Purchaser may,at its discretion,extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause9.0,in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

. 17.0 **ONE BID PER BIDDER**

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with 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 A LL 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.

29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 5% (Five percent) of the Contract Price in accordance with the format provided in Vol -II, Annexure -II of the bidding documents. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRADULENT PRACTICES

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

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

30.02 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION – III
(GENERAL CONDITION OF CONTRACT)
2009-2010
Single Phase Meter:CMC/ENQ/ASG/KM/006
Dated : 29.08.2009

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/BYPL 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/BYPL 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/BYPL.

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/BYPL 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/BYPL Delhi the price shall be inclusive of packing, forwarding, Excise Duty, Sales Taxes, VAT and Freight. *Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.*

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

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

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

8.0 Variation in taxes, duties & levies:

8.01 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, 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 60 days from the date of receipt of material at store/ site against submission of 5 % 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/BYPL 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

10.03 Payment For Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner.

100% payment (CIF Value) by documents against acceptance through bank with 60 days credit period to the PURCHASER from the date of Bill of lading and upon submission of documents specified here under:

- a). A full set of negotiable, clean, on board bill of lading / Air Way Bill, as the case may be marked "freight prepaid to sea/ Air Port of destination, consigned to Buyer/L.C. opening Bank and four (4) copies thereof;
- b) Four (4) original plus 3 copies of Supplier detailed invoice manually signed showing Meter description, quantity, unit price, total price and basis of delivery and being 100% of the value of consignment claimed.
- c) Meter Acceptance Report.
- d) Original Certificate issued by Buyer confirming receipt of the subject material at site and acceptance of the same as per the provision of the contract
- e) One original plus Six (6) copies of the packing list.
- f) One original plus Six (6) copies of factory test certificates,
- g) One original plus Six (6) copies of Insurance policy to be obtained by supplier, If applicable
- h) Certificate of Origin issued by the International Chamber of Commerce or China Council for the promotion of International Trade.
- i) One original plus Six (6) copies of Error Report (To be supplied on Compact Disc and however if same is required for any legal/ custom clearance purpose it will be supplied in the printed form)
- j) One original plus Six (6) copies of Guaranty Certificate
- k) One original plus Six (6) copies Storage Manual
- l) A declaration of Sea/ Air worthy packing
- m) Any other documents required for customs clearance by the Buyer.

11.0 Price Validity

- 11.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BRPL/BYPL 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/BYPL in an amount not less than five percent (5%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty six months (66) 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/BYPL at the address listed above or as otherwise specified by BRPL/BYPL, either of which shall constitute the Performance Bond hereunder; or

- (b) Bank guarantee from any nationalized bank in favour of BRPL/BYPL. The performance Bank guarantee shall be in the format as specified by BRPL/BYPL.

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/BYPL 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/BYPL 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/BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BRPL/BYPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BRPL/BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BRPL/BYPL 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/BYPL may set off such costs against any amounts payable by BRPL/BYPL to Supplier. Supplier shall reimburse BRPL/BYPL 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/BYPL

21.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, BRPL/BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BRPL/BYPL 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/BYPL 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 individual mile stone deliveries.

22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price

22.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

23.0 Force Majeure

23.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.

- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.

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

- (i) The following events and circumstances :
 - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
 - b) Explosions or fires
- (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

Sl. No.	Item Description	Specification	Requirement		Location
			Total Qty.	Delivery Schedule	
BRPL YAMUNA POWER LIMITED					
1	1 Ph Meter	SECTION V	2,00,000 Nos	20K by Nov 09 20K by Dec 09 20K by Jan 10 & 25K from Apr 10 onwards	Stores BYPL Delhi
BRPL RAJDHANI POWER LIMITED					
1	1 Ph Meter	SECTION V	3,00,000 Nos	40K by Nov 09 20K by Dec 09 40K by Jan 10 40K by Feb 10 & 30K from Apr 10 onwards	Stores BRPL Delhi

SECTION – V:
TECHNICAL SPECIFICATION(TS)
Single phase Meter:CMC/ENQ/ASG/KM/006
Dated : 29.08.2009

The detailed meter specification No. : I-09-1A of Single phase Meter.

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1.0 SCOPE

This specification covers the design, manufacture testing, supply and delivery of single phase 2 wire 10-60Amps Static Watt hour meters of class: 1.0 accuracy.

2.0 STANDARDS

IS: 13779, IEC 1036, & CBIP Technical report no.88 and its latest amendments along-with BSES specifications.

The meter shall be ISI marked (vendor shall be BIS certified) and conform to CEA metering regulation.

3.0 FUNCTIONAL SPECIFICATION

Sr. No.	Function /Feature	Technical Requirements
3.1	Voltage	Ref Voltage 230 volt (P-N), +20% to -40% Vref, however the meter should withstand the maximum system voltage.
3.2	Display	a) LCD (Six digits) b) Height: 10 mm X 6 mm min. c) Pin Type d) Viewing angle min. 160 degrees
3.3	Power factor range	Zero lag –unity- zero lead
3.4	Display parameters	a) Display parameters : LCD test, KWH, MD in KW, Date & Time, Voltage, Current, Instantaneous Load will be indicated continuously by default b) Display order shall be as per cl 8.0 of this specification. NO PUSH BUTTON REQUIRED IN METER.
3.5	Power Consumption	Less than 1 Watt & 8VA in Voltage circuit and 2 VA for Current circuit
3.6	Starting current	0.2 % of Ib
3.7	Frequency	50 Hz with + / - 5% variation
3.8	Test Output Device	Flashing LED visible from the front
3.9	Billing data	a) Meter serial number, Date and time, KWH, MD in KW, History of KWH, & MD for last 6 months along with TOD readings. b) All the above parameters (namely KWH, MD in KW) are meter readings. c) All these data shall be accessible for reading, recording and spot billing by downloading through optical port on MRI or Laptop computers at site.
3.10	MD Registration (KW)	a) Meter shall store MD in every 30 min. period along with date & time. At the end of every 30 min, new MD shall be previous MD and store whichever is higher and the same shall be displayed. b) It should be possible to reset MD automatically at the defined date (or period) or through MRI.
3.11	Auto Reset of MD	Auto reset date for MD shall be indicated at the time of finalizing GTP and provision shall be made to change MD reset date through MRI even after installation of meter on site. Default resetting date is 00:00 hrs, 1 st of every month.
3.12	TOD metering	Meter shall be capable doing TOD metering for KWH, and MD in KW with 6 time zones (programmable on site through CMRI)
3.13	Security feature	Programmable facility to restrict the access to the information

Sr. No.	Function /Feature	Technical Requirements
		recorded at different security level such as read communication, communication write etc
3.14	Memory	Non volatile memory independent of battery backup, memory should be retained up to 10 year in case of power failure
3.15	Software communication compatibility &	<p>a) Optical port with RS 232 compatible to transfer the data locally through CMRI & remote through PSTN / Optical fiber / GSM / CDMA / RF / any other technology to the main computer.</p> <p>b) The Supplier shall supply Software required for CMRI & for the connectivity to AMR modules. The supplier shall also provide training for the use of software. The software should be compatible to Microsoft Windows systems (Windows 98 system). The software should have polling feature with optional selection of parameters to be downloaded for AMR application.</p> <p>c) Copy of operation manual shall be supplied.</p> <p>d) The data transfer (from meter to CMRI / AMR equipment) rate should be minimum 1200 bps.</p> <p>e) The Supplier shall provide meter reading protocols. Vendor to jointly work with BSES IT team to develop PDS/CMRI software for meter downloading and further uploading on computer. The vendor has to give an undertaking in this regards.</p> <p>f) Communication protocols will be either of following two types. <ul style="list-style-type: none"> • Same as previous supplied meter to REL, minimum for 10000 Nos OR • As per IEC 62056/ DLMS protocol. Other protocols shall not be acceptable. </p>
3.16	Climatic conditions	<p>a) Refer IS: 13779 for climatic conditions.</p> <p>b) The meter should function satisfactorily in India with high end temperature as 60°C and humidity up to 96%.</p>

4.0 CONSTRUCTIONAL SPECIFICATIONS

Sr. No.	Parameters	Technical Requirements
4.1	Body of Meter	<p>a) Top transparent and base opaque material polycarbonate of LEXAN 143A/943AA or equivalent grade having properties of V0 inflammability level and UV stabilized.</p> <p>b) Front cover & base should be ultrasonically welded. Top cover should be designed so as the internal components should not be visible.</p>
4.2	Terminal Block	Made of polycarbonate of grade 500 R or equivalent, brass or copper current terminals with flat-head brass screws.
4.3	Terminal cover	Transparent terminal cover with provision of sealing through sealing screw.

Sr. No.	Parameters	Technical Requirements
4.4	Diagram of connections	Diagram of external connections to be shown on terminal cover
4.5	Marking on name plates	Meter should have clearly visible, indelible and distinctly name plate marked in accordance with IS & Reliance Energy Ltd specifications. Prior approval of name plate design to be taken before product supply.
4.6	Meter Sealing	Supplier shall affix one Buyer seal on side of Meter body as advised and record should be forwarded to Buyer. Sealing shall be as per IS 13779 amendment and CEA guidelines.
4.7	Guarantee / Warranty	5 Years.
4.8	Insulation	A meter shall withstand an insulation test of 4 KV and impulse test at 8 KV
4.9	Resistance of heat and fire	The terminal block and Meter case shall have safety against the spread of fire. They shall not be ignited by thermal overload of live parts in contact with them as per the relevant IS 13779.

5.0 TAMPER & ANTI-FRAUD DETECTION/EVIDENCE FEATURES

5.1 Tamper Conditions:

The meter shall not get affected by any remote control device & shall continue recording energy under any one or combinations of the following conditions:

Sr. No.	Tamper condition	Meter behavior
5.1.1	I/C & O/G Interchanged	Meter should record forward energy
5.1.2	Phase & Neutral Interchanged	Meter should record forward energy
5.1.3	I/C Neutral Disconnected, O/G Neutral & Load Connected To Earth.	Meter should record forward energy
5.1.4	I/C Neutral Disconnected, O/G Neutral Connected To Earth Through Resistor & Load Connected To Earth.	Meter should record forward energy
5.1.5	I/C Neutral connected, O/G Neutral Connected To Earth Through Resistor & Load Connected To Earth.	Meter should record forward energy
5.1.6	I/C (Phase & Neutral) Interchanged, Load Connected To Earth.	Meter should record forward energy
5.1.7	I/C & O/G (Phase or Neutral) Disconnected, Load Connected To Earth.	Meter should record forward energy
5.1.8	Under all type of DC/AC magnetic field strength	Meter should be immune or should be logged as an event and should record at I_{max}.

5.2 Influence Parameters

The meter shall work satisfactorily with guaranteed accuracy limit under the presence of the following influence quantities as per IEC: 1036 and CBIP Technical Report No: 88 with latest amendment:

- a) External magnetic field *
- b) Electromagnetic field induction,
- c) Radio frequency interference,
- d) Vibration etc,
- e) Waveform 10% of 3rd harmonics,
- f) Voltage variation,
- g) Electro magnetic H.F. Field,

h) D.C. immunity test,

External magnetic field * test will be done as IS for AC abnormal field and at 0.5Tesla for DC magnetic field. Meter with magnetic logging provision will be preferred.

6.0 COMPONENT SPECIFICATIONS

Ser No	Component Function	Requirement	Makes and Origin
6.1	Current Transformers	The Meters should be with the current transformers as measuring elements. The current transformer should withstand for the clauses under 5.2.h	The current transformer should withstand for the clauses under 5.2.h
6.2	Measurement or computing chips	The Measurement or computing chips used in the Meter should be with the Surface mount type along with the ASICs.	Analog Devices, Cyrus Logic, Atmel, Phillips SAMES ,NEC,TEXAS
6.3	Memory chips	The memory chips should not be affected by the external parameters like sparking, high voltage spikes or electrostatic discharges.	<u>USA:</u> Atmel, National Semiconductors, Texas Instruments, Phillips, ST, <u>Japan:</u> Hitachi or Oki
6.4	Display modules	a) The display modules should be well protected from the external UV radiations. b) The display visibility should be sufficient to read the Meter mounted at height of 0.5 meter as well as at the height of 2 meters (refer 3.2.d for Viewing angle). c) The construction of the modules should be such that the displayed quantity should not disturbed with the life of display (PIN Type). d) It should be trans-reflective HTN or STN type industrial grade with extended temperature range.	<u>Hong Kong:</u> Genda <u>Singapore:</u> Bonafied Technologies <u>Korea:</u> Advantek <u>China:</u> Success <u>Japan:</u> Hitachi, Sony Truly Semiconductor Tianma
6.5	Communication modules	Communication modules should be compatible for the two RS 232 ports (one for optical port for communication with Meter reading instruments & the other - for the hardwired RS 232 port to communicate with various modems for AMR)	<u>USA:</u> National Semiconductors, HP, Optonica <u>Holland / Korea:</u> Phillips <u>Japan:</u> Hitachi <u>Taiwan:</u> Ligitek
6.6	Optical port	Optical port should be used to transfer the meter data to meter reading instrument. The mechanical construction of	<u>USA:</u> National Semiconductors ,HP <u>Holland / Korea:</u> Phillips <u>Japan:</u> Hitachi, <u>Taiwan:</u> Ligitek

Ser No	Component Function	Requirement	Makes and Origin
		the port should be such to facilitate the data transfer easily.	Agilent,OSRAM
6.7	Power Supply	The power supply should be with the capabilities as per the relevant standards. The power supply unit of the meter should not be affected in case the maximum voltage of the system appears to the terminals due to faults or due to wrong connections.	It should take care of clause 3.1 and 3.5
6.8	Electronic components	The active & passive components should be of the surface mount type & are to be handled & soldered by the state of art assembly processes.	<u>USA:</u> National Semiconductors, Atmel, Phillips, Texas Instruments <u>Japan:</u> Hitachi, Oki, AVX or Ricoh <u>Korea:</u> Samsung EPCOS,Vishay
6.9	Mechanical parts	a) The internal electrical components should be of electrolytic copper & should be protected from corrosion, rust etc. b) The other mechanical components should be protected from rust, corrosion etc. by suitable plating/painting methods.	
6.10	Battery	Lithium with guaranteed life of 15 years	Varta, Tedirun, Sanyo or National, Vitrocell
6.11	RTC & Micro controller	The accuracy of RTC shall be as per relevant IEC / IS standards	<u>USA:</u> Philips, Dallas Atmel, Motorola, Microchip , TEXAS <u>Japan:</u> NEC or Oki
6.12	P.C.B.	Glass Epoxy, fire resistance grade FR4, with minimum thickness 1.6 mm	(BBT test is must)

Note: 1) The components used by manufacturer shall have "Minimum Life" more than the 10 years.
2) In case vendor want to use other make components; same shall be approved by BSES before use. Deviation of component make is not allowed without giving information.

7.0 GENERAL REQUIREMENTS

7.1 On the meter name-plate:

- a) meter serial number should be of 8 digits
- b) Size of the digit of the meter serial number should be minimum 5mm X 3mm.
- c) bar code should be printed next to / below / above the meter serial number
- d) BIS registration mark (ISI mark)

7.2 Meter Sr. Nos. to be printed in black on the name plate, instead of embossing.

7.3 Buyer's Serial Number sticker should be fixed on window glass from inside or on Meter front cover of minimum digit size 6 mm X 3 mm.

7.4 Supplier shall supply software suitable for energy measurement & energy spot billing through CMRI.

7.5 The supplier should seal the meter cover. The Buyer shall approve the method of sealing.

- 7.6 The internal potential links should be in closed position or link less Meters will be preferred and there shall not be any external link.
- 7.7 Terminal cover should be fixed on Meter before dispatch.
- 7.8 Box number, Meter serial number, type, rating should be mentioned on cases / cartons.
- 7.9 Meters shall be suitably packed with environmental friendly material in order to avoid damage or disturbance during transit or handling and to prevent in grace of moisture and dust.

8.0 DISPLAY SEQUENCE FOR THE PARAMETERS

1	Cumulative kWh	30 Sec
2	Meter Sr. No.(8 digits)	5 Sec
3	Date	5 Sec
4	Real time	5 Sec
5	Current month MD	5 Sec
6	Instantaneous Voltage	5 Sec
7	Instantaneous Current	5 Sec
8	Instantaneous Load KW	10 Sec

- On occurrence of any abnormality, it should appear on the display like top cover open, battery low or NVM failed.

9.0 Additional features:

9.1 **Construction:** The meter shall have top cover opening detection mechanism. The top cover opening event shall be indicated either on display continuously in auto scroll mode with kWh or through additional LED and shall be logged in memory. The detection and logging mechanism shall work even when meter is not energized. In case of indication of display, meter display shall get reset in 70 days.

9.2 **Power ON/Off hrs:** Along with billing history parameters (refer 3.9 (a)), meter shall log monthly ON/ Off hrs as history.

9.3 **Tamper logging:** last 20 events of Magnetic tamper; single wire tamper and top cover tamper shall be logged in memory along with Occurrence and restoration event data. The logic of defining tamper and OBIS code shall be agreed before supply of meter.

9.4 **Low Voltage Logging** – Tamper shall be logged in memory along with Occurrence and restoration event data. Threshold should be below 180Volts.

9.5 **Protection against HV spark:** meter shall continue to record energy or log the event, incase it is disturbed externally using a 35KV spark gun/ ignition coil.

9.6 **Manufacturing Detail in memory-** Meter shall have manufacturing month and year in the memory and should come in data downloading.

Changes Made from Rev 4.0 to 5.0

- 1) Ref voltage 230 V- mandatory - Clause 3.1 modified amendment
- 2) Manufacturing detail in memory – Clause 9.6 New inclusion

Volume - II

FORMATS

Tender Notification for

Single Phase Meter:CMC/ENQ/ASG/KM/006

Date : 29.08.2009

BID FORM

SUPPLY OF SINGLE PHASE METERS

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

- 1 We understand that BRPL/BYPL is desirous of procuring "Single Phase Meter ' 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..... (figures.....) 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)

FORMAT FOR BID SECURITY 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/Yamuna Power Ltd., with it’s Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019 ,(herein after called —the Purchaser“)in the sum of Rs.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 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

PRICE FORMAT

ENQUIRY NO & DATE : CMC/ENQ/ASG/KM/006
DT: 29.08.2009

PRICE SCHEDULE FOR SUPPLIERS LOCATED WITHIN INDIA

Material Code	ITEM DESCRIPTION	QTY AS PER RFQ	QTY OFFERED BY THE BIDDER	UOM	EX-WORKS PRICE/PC	EXCISE DUTY	SALES TAX CST/VAT	FREIGHT	LANDED COST/PC	TO LAN COS (If
2000678986	Energy Meter 1ph, 2wire, 10-60A Static	5,00,000		EA						

NAME OF BIDDER

- Note : 1 Prices shall be Firm
2 The prices received without break up of exworks, Freight, E.D. CST/VAT are liable for rejection
3 Pls Indicate the exact percentage of taxes in figures and words
4 If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail.

Annexure –III-B

ENQUIRY NO & DATE : CMC/ENQ/ASG/KM/006 DT: 29.08.2009

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Material Code	ITEM DESCRIPTION	QTY AS PER RFQ	QTY OFFERED BY THE BIDDER	UOM	CIF Delhi UNIT PRICE/USD
2000678986	Energy Meter 1ph, 2wire, 10-60A Static	5,00,000		EA	

NAME OF BIDDER

Note : 1 The bidder's prices under various components for comparison purpose like custom duties, shipping handling /DO charges , custom clearance etc. to,be added in order to arrive at the unit landed price our stores.

ANNEXURE IV

ENQUIRY NO & DATE : CMC/ENQ/ASG/KM/006 DT: 29.08.2009

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER