



**SUPPLY OF K RATED
TRANSFORMERS FOR SOLAR
APPLICATION**

No: 1725A-RFQ-SPLY-TRF

Rev. No : 00

Date: 18.01.2021

NOTICE INVITING QUOTATIONS

***Name of Work:* SUPPLY OF K RATED TRANSFORMERS FOR SOLAR APPLICATION**



Deadline for submission of Offers : 30/01/2021 up to 5.30 PM

Date and time of Bid opening : 01/02/2021 at 11.00 AM

INKEL Ltd.

**7/473ZA – 5 & 6, 1st and 2nd Floor, Ajiyal
Complex, Kakkanad, Cochin, Pin: 682030**

(Kerala) Phone: 0484 2978101

Email: solartender@inkelkerala.com



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Tender No –1725A-RFQ-SPLY-PCU-R0 dated 18/01/2021

INKEL Limited invites offers from reputed vendors for manufacture, supply (including packing and transportation to site) of K rated transformers for solar application.

Name of work	Supply of K Rated Transformers For Solar Application
Location of Supply	Agali in Palakkad District of Kerala.
Date of publishing bid documents	18/01/2021
Last Date of receiving queries	25/01/2021
Date of publication of clarification on queries	27/01/2021
Last date & Time of submission of Bid documents	30/01/2021 up to 5.30 PM
Mode of bid submission	Offline Only
Nature of the contract	Supply
Bid submission fee (Tender fee)	Not applicable
Period of completion	1 month
Earnest Money Deposit	Not applicable
Date and time of opening of tender	01/02/2021 at 11.00 AM

Prospective bidders shall submit their offers in a sealed cover before the deadline mentioned above addressed to ***The Assistant General Manager – Solar,***

INKEL Limited
2nd Floor Ajiyal Complex,
Kakkanad, Cochin Pin: - 682030
Phone: 0484-2978101, 0484-2978103

The bids shall be opened on 01/02/2021 at 11.00 am at the office of INKEL Limited, Kakkanad. If the bid opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Quotations/ bids received without the details mentioned in Instructions to the Bidders will not be considered valid and shall be summarily rejected.



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More details can be had from the Office of INKEL Limited during working hours from

<i>Designation :</i>	Senior Manager - Solar	AGM - Solar
<i>Contact number :</i>	0484-2978101(Extn 302), +91 9747993225	0484-2978101 (Extn 300)
<i>Email :</i>	solartender@inkelkerala.com	

All subsequent Government orders connected to tenders and any revision in the rates of taxes would also be applicable to this tender.

INKEL Limited reserves the right to accept or reject any or all tenders without assigning any reason thereof.

1. INSTRUCTIONS TO BIDDERS

The Bidder's quotation shall be strictly in accordance with these instructions and the provisions of the Documents below.

Non-compliance with the same may result in Purchaser not considering the submitted offer/quotation of the Bidder

1.1. BIDDING PROCESS

The bid in response to this RFQ shall be submitted in hardcopy as follows:

Cover 1 – Technical Bid

All documents as per list of enclosures mentioned in the bid submission checklist (Section 5) as well as all other relevant documents except price.

Cover 2 – Price Bid

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory.

- a. The price shall include all taxes and duties.
- b. The price shall include loading, freight, and transit insurance for delivery of materials as per purchase order to site.
- c. The price shall include mandatory spares (as recommended by the Manufacturer) for 2 years of operation.
- d. The price shall be inclusive of expenses for conducting factory acceptance tests.

Cover 1 and Cover 2 shall be enclosed in a single cover. The tender name, number and due date shall be super scribed on all the covers. Price shall be exclusively enclosed in Cover 2 only.

1.2. PRICE BREAK UP

The bidder shall quote the prices on FOR Site as per the Price Bid Format of this document.

1.3. DELIVERY PERIOD

The bidder shall quote the shortest possible delivery time at the location as specified by the purchaser in calendar weeks from the date of notification of award of order.

1.4. VALIDITY PERIOD FOR BIDDER'S QUOTATION

Validity of the quotation shall be for 3 months from date of opening of the bid. Bidder shall extend the bid validity if so desired by the Purchaser.

1.5. ADDRESS

The bidder shall submit their complete Techno-commercial Quotation at the following address:

**Attn: The Asst. General Manager – Solar
M/s. INKEL Limited
Door No 7/473ZA, 1st Floor Ajjyal Complex
Kakkanad Cochin Pin: - 682030**

1.6. EXCEPTIONS / DEVIATIONS

1.6.1. The Bidder shall meet the requirements of specification in totality. In case of any deviations, Bidder shall clearly list exceptions or deviations (both Technical & Commercial) in the format given for consideration by the Purchaser and each exception or deviation shall be serially numbered. The deviations must be supported by strong justification in the column 'Reason for Exception'. In the absence of a separate Exceptions list, the provisions of the Applicable Documents (including these Instructions to Bidders, Special Purchase Conditions & General Purchase Conditions) shall be deemed to have been accepted by the Bidder. Deviation to RFQ / specification mentioned by bidder anywhere else other than deviation form, shall not be considered and it will be presumed that bidder will comply with all the requirements, specification, material testing, scope of supply as stipulated in the RFQ and within bidder's scope of work. Deviation stated in the Bidder's offer will not be considered.

1.6.2. Bidder to note that Bidder's standard purchase conditions if any shall stand superseded by the provisions under this RFQ including "Instructions to Bidder", "Special Purchase Conditions" & "General Purchase Conditions".

1.6.3. Purchaser reserves the right to modify, amend, delete, add, and / or clarify any part of this Bid Document at any time prior to the Bid Closing Date & Time. Purchaser shall issue such modifications, amendments, and / or clarifications in writing. All such written communication shall be deemed to become part of the Bid Package. Clarifications or answers provided by Purchaser, in response to Bidder's queries, shall not be construed as an amendment to Bid Document unless these are issued by Purchaser under the heading of Addendum / Amendment.

1.7. ACCREDITATION

The Bidder shall furnish a copy of accreditations which they may have such as

- ISO 9001
- Credit Rating of the Company
- Bureau of Indian Standards

1.8. COSTS & EXPENSES

The Bidder shall bear all costs & expenses incurred in the preparation of quotation.

1.9. EVALUATION OF PROPOSAL

Purchaser reserves the right to reject at his absolute discretion any or all of the proposals without assigning reasons to the relevant Bidder.

1.10. LANGUAGE

The quotation shall be sent in English language only. The Bidder shall ensure that all communication and agreements are in English language only. All documents, drawings, installation & maintenance manual etc. shall be in English language only.

1.11. SUBMISSION OF QUOTATION

The Bid Closing Time and Date shall be as mentioned in the Notice inviting tender. Offers received after this time will not be considered.

2. GENERAL PURCHASE CONDITIONS

2.1. DEFINITIONS

In these General Conditions, the following words and expressions shall have the meaning hereby assigned to them unless otherwise specified.

- 2.1.1. 'Client' shall mean Kerala State Electricity Board Limited (KSEBL)
- 2.1.2. 'Equipment' or 'Material' or 'Goods' shall mean all machinery, equipment, materials and supplies which shall be supplied including incidental services to be provided therein, by the Bidder as specified in the Purchase Order.
- 2.1.3. 'Effective Date' shall mean the date as specified in Purchase Order or Letter of Intent whichever is earlier, from which date Bidder is responsible for commencing and performing the Scope of Works in accordance with this Purchase Order.
- 2.1.4. 'Purchaser' shall mean INKEL Limited (INKEL), having registered office at Door No. 7/473 ZA-5&6, 2nd Floor, Ajiyal Complex, Kakkanad, Cochin Ernakulam Kerala, India 682030 and includes its personnel, legal representatives, successors, and permitted assignees.
- 2.1.5. 'Purchase Order' or 'Order' shall mean the document issued by the Purchaser to Bidder and accepted by the Bidder, along with its Annexures.
- 2.1.6. 'Bidder' shall mean person or persons, firm or company who manufacture and/ or supply Equipment, Material and provide services to the Purchaser under this Purchase Order and shall include their legal representatives, successors, and permitted assignees.
- 2.1.7. 'Sub-Bidder' or 'Sub-vendor' shall mean a person or persons, firm or company, who is supplying material or services to the Bidder in relation to this Purchase Order.
- 2.1.8. 'Scope of Works' shall mean all the work including design, manufacturing of the Goods in accordance with scope of work and technical specifications and other activities such as inspection etc. to be performed by Bidder in accordance with this Purchase Order.

2.2. PURCHASE ORDER DOCUMENTS AND ENTIRE AGREEMENT

- 2.2.1. The Bidder's scope of supply of Equipment and/or Material and/or services and/or other obligations shall be in accordance with the provisions of the following documents, which form an integral part of the Purchase Order.
 - a) Request for Quotation including Instructions to Bidders and all other documents attached therein such as SPC, GPC, Material Requisition etc. except for agreed deviations, if any, as incorporated in the Purchase Order.
 - b) All Drawings, Specifications, Data Sheets, Standard and other Technical Documents (Inspection Plan, if any) of the Equipment and/ or Material to be supplied under the Order and record notes of discussions duly agreed.
- 2.2.2. The Purchase Order constitutes the sole and entire agreement between the Purchaser and the Bidder and supersedes all prior representations, arrangements and understandings between Bidder and Purchaser, and except as expressly provided herein, is intended by the Parties to be the complete and exclusive statement of the terms and conditions of this Purchase Order. It is agreed that no change or amendment to this Purchase Order shall be made except in writing and with due signature by the authorized signatories of the Parties.

In case of ambiguities or conflicts, Bidder shall intimate the same immediately upon noticing such ambiguities or conflicts for Purchaser's determination. Purchaser shall

determine such conflicts or ambiguities between documents by following the order of precedence in which the documents are listed below, which determination shall be final and binding on Bidder:

- a) Top sheet of Purchase Order along with its Annexures
- b) Appendix I: Special Purchase Conditions (SPC)
- c) Appendix II: General Purchase Conditions (GPC)
- d) Appendix III Scope of Works, Data Sheets, Drawings and Specifications, Inspection Requirement Table (IRT) as per RFQ dated

In the event of any ambiguity, conflict or discrepancies within the document under Appendix III. Bidder shall inform Purchaser of such ambiguity, conflict or discrepancies as soon as possible after discovery. Purchaser's determination in line with Company's requirements shall be final and binding on Bidder.

- 2.2.3. A legal and binding Purchase Order shall be deemed to have been entered into, between the Bidder and the Purchaser, when the Purchaser issues Purchase Order/ letter of intent in writing to the Bidder and the Bidder acknowledges the acceptance of the Purchase Order.

2.3. ACCEPTANCE OF PURCHASE ORDER

Purchase Order shall be acknowledged by email or fax immediately, on receipt. One copy of the Purchase Order duly signed, dated and stamped signifying Bidder's unconditional acceptance of Order shall be returned to the Purchaser within five (5) days from the date of receipt of Order.

If the Bidder fails to give written acceptance within 5 days of receipt of the Purchase order, Purchase order shall be considered duly accepted by the Bidder.

2.4. NON-WAIVER

Nothing herein shall be construed as limiting the Purchaser's right, otherwise provided by law. The Purchaser's delay or failure to enforce any of its rights shall not be considered a waiver of such rights by the Purchaser, unless the Purchaser expressly stipulates such waiver in writing.

2.5. PRICE

All rates, sums, and prices mentioned in the Purchase Order cover any and all costs and expenses to be incurred by the Bidder in fulfillment of his obligation under the Order. All rates, sums, and prices mentioned herein will remain firm until the Order is executed and shall not be subject to escalation for any reason whatsoever. No adjustment to the Price shall be made as a result of changes in the values of any currencies, change in raw material or labour prices, changes in law or any other reason whatsoever.

All rates, sums, and prices mentioned herein shall include the cost of facilities to be provided to Purchaser pursuant to Clause 2.9 of GPC during all Site Visits for whatsoever reason.

2.6. DELIVERY TIME

The delivery date stipulated in the Purchase Order is the essence of the Order. Delivery of the Equipment/ Material along with necessary documents shall be made at the place/s and at the time and manner specified in the Purchase Order. Purchaser reserves the right to take any remedial action for default in delivery by Bidder at Bidder's risk and cost.

2.7. REPORTS

The Bidder shall on demand, submit reports on the status of the Equipment including:

- Drawing's approval

- Bought out items ordered on Sub-Bidders
- Manufacturing
- Assembly
- Inspection
- Painting
- Dispatch
- Final documentation

Bidder shall also on demand submit un-priced copies of orders on his Sub-Bidders including:

- Name, Address and Contact person of the Sub-Bidder / subcontractor
- Place of manufacture

Progress Reports are required to be submitted for timely release of milestone payment. Non-Submission of Progress report in timely manner may disrupt payment release.

2.8. VISIT OF PURCHASER / CLIENT / COMPANY'S REPRESENTATIVES:

Purchaser / Client may decide to depute its representative to the works of the Bidder for the purpose of drawing approval, expediting or inspection.

2.9. DRAWINGS & TECHNICAL DOCUMENTS

- 2.9.1. Bidder shall submit initial copies of drawings / documents in softcopy.
- 2.9.2. Within one week of Effective Date, the Bidder shall submit a detail schedule giving an exhaustive list of all drawings / data sheets / GAD's / calculations / catalogues that will be submitted to Purchaser for approval.
- 2.9.3. The data sheets shall also include a list of consumables required for pre-commissioning, start-up and five year operation of the equipment as specified in section 5.
- 2.9.4. Company's comments on the drawings/ technical bid evaluation / exceptions shall be final and Bidder shall ensure full compliance with such comments
- 2.9.5. After the dispatch of the Equipment, the Bidder shall submit 3 copies of the approved drawings and other documents as identified in the Purchase Order.
- 2.9.6. The drawings / documents submitted by the Bidder shall not contain any deviations other than those agreed at the time of the Order. If the Bidder wishes to take deviations over and above those agreed at the time of the Order and incorporates these deviations in the drawings, then the Bidder must list out these additional deviations in a letter which accompanies these drawings, clearly listing out the reasons for the additional deviations. Only on acceptance of such deviations by Company and Purchaser, the same will be incorporated by Bidder in the Material. Cost benefit in relation to any such deviations shall be passed on to the Purchaser / Client / Company.

2.10. LIQUIDATED DAMAGES FOR THE DELAY

- 2.10.1. In case the Bidder fails to deliver the Equipment/ Materials in accordance with the delivery date as specified in Purchaser Order, the Purchaser shall recover liquidated damages (LD) @ 0.5% of Purchase Order Value for each week of delay or part thereof subject to a maximum of 5% of total Purchase Order Value. Any fractional week of delay shall be counted as a complete week.

2.10.2. For the purpose of liquidated damages calculations, the delay shall mean the period from scheduled Ex-Works delivery date as specified in the Purchase Order till actual date of release of unconditional Inspection Release Note / Final Inspection Report by Purchaser.

2.10.3. The Parties agree that the amount of LD provided herein is a genuine pre- estimate of the loss and damages which will be suffered on account of delay on the part of the Bidder and the said amount shall be payable on demand without there being any proof of the actual loss or damage caused by such delay / breach.

2.11. FORCE MAJEURE

2.11.1. The term "Force Majeure" as employed herein shall mean act of God, fire, flood, war, typhoon and Acts and Regulations of respective Governments of the two parties, namely the Purchaser and Vendor directly affecting the performance of Purchase Order. Force Majeure will not be applicable for the delays due to labour problems, strike at Bidder / sub-Bidder's work places.

2.11.2. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Purchase Order, (other than the obligation to make payments due and payable under this Purchase Order except when the Purchaser is physically prevented by a Force Majeure event from making payment, in which case) the obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

2.11.3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

2.11.4. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay which is directly caused by Force Majeure event. The party who has given such notice shall be excused from the performance or timely performance of its obligations under the Purchase Order, for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and to fulfill its obligation under the Purchase Order.

2.11.5. If deliveries of bought out items and/or Works to be executed by the Vendor are suspended by Force Majeure conditions lasting for more than (2) two months, the Purchaser and Vendor shall each have the option of terminating this Purchase Order in whole or part thereof. Upon such termination, Purchaser shall compensate in accordance with the Provisions of Clause 16.

2.11.6. Delay or non-performance by a party hereto caused by the occurrence of any event of Force Majeure shall not:

(a) Constitute a default or breach of the Purchase Order,

OR

- (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of an event of Force Majeure. Force Majeure conditions are not payable under any circumstances.

2.12. MODIFICATIONS AND VARIATIONS

- 2.12.1. Unless authorized in writing by the Purchaser, Bidder shall be bound to execute the Order strictly in accordance with the Scope of Works, drawings, specifications, standards, other technical documents and terms and conditions of the Order.
- 2.12.2. Purchaser shall have the right to make any change in the specifications or drawings including addition/deletion from the scope originally ordered and the Bidder shall carry out such changes as required. If any such change affects the Purchase Order price or delivery time, Bidder shall submit variation proposal providing full details and supporting documents justifying the impact. Bidder shall submit documentary evidence including quotation received from the sub-Bidder, purchase orders placed on sub Bidder etc., in support of his claim for additional work / amount. Based on Bidder's proposal, Purchaser shall issue formal variation order to Bidder. Pending agreement on time and cost, Bidder shall proceed with the variation as instructed by Purchaser.

2.13. TERMINATION / CANCELLATION

- 2.13.1. The Purchaser may at any time terminate the Order in whole or part by giving written notice thereof and without assigning any reasons. Bidder shall on receipt of notice of termination discontinue all further activities connected with the execution of the Order and inform the Purchaser of details of work carried out as on date, together with financial implication. In the event of such termination, Purchaser shall compensate Bidder towards the cost incurred on the work already completed prior to the date of such termination including reasonably cost of cancelation of any commitment undertaken by Bidder in relation to the Purchase Order as Full and Final payment towards termination of this Purchase Order.
- 2.13.2. Purchaser shall also be entitled to terminate the part or whole of Purchase Order in case of any default by Bidder, including but not limited to, following:
- a) Bidder becomes bankrupt or has a receiving order made against him or presents his petition in Bankruptcy or makes an arrangement with or assignment in favor of his creditors or agrees to carry out the Contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction),
OR
 - b) has an execution levied on his Goods,
OR
 - c) assigns the Purchase Order without the previous written consent of the Purchaser,
OR

- d) Bidder has to the detriment of good workmanship or in defiance of the Purchaser's Representative's instruction to the contrary, sub-contracted for any part of the Purchase Order,
OR
- e) Bidder repudiates or abandons the Purchase Order,
OR
- f) Bidder without reasonable excuse fails to commence the Works or suspends the progress of the Work and substantially delays the delivery
OR
- g) Bidder, despite previous notice in writing by the Purchaser's Representative, is not executing the Scope of Works in accordance with the Purchase Order to the satisfaction of the Purchaser's representative or is persistently or flagrantly neglecting to carry out his obligations under the Purchase Order.
OR
- h) Bidder commits material breach under the Purchase Order

2.13.3. In such an event, Purchaser shall issue 10 days' notice to Bidder for remedying the default. In the event, the Bidder does not remedy the default within the notice period, Purchaser is entitled to terminate the Order, either in whole or part. Purchaser shall withhold all the payments due to Bidder and shall get the work carried out from third party at the risk and cost of Bidder. Bidder shall be fully liable to the Purchaser for all the costs incurred by Purchaser over and above the Purchase Order price of the terminated Goods to meet the Purchaser's schedule requirements.

2.14. GUARANTEE AND WARRANTY

- 2.14.1. The Bidder shall guarantee that the Equipment / Materials including spare parts, and consumables, if any, supplied under the Order shall be genuine, new and unused or not reconditioned.
- 2.14.2. Bidder shall guarantee that the Equipment/Material procured from his Sub-Bidder/Vendor is genuine, new and unused or not reconditioned.
- 2.14.3. The Bidder shall also guarantee that the Equipment/Materials are of the best quality and free from defects in design, material and workmanship and are suitable for the operating conditions and purpose as specified in the Order. The guarantee/warranty for the Equipment/ Materials shall be valid till the period mentioned in the Special Purchase conditions (SPC).
- 2.14.4. Should any defect in the Equipment/ Materials be noticed during the guarantee period, the Purchaser shall notify the Bidder with the details of defects observed and the Bidder at no cost to the Purchaser shall make the defect good at site as promptly as required, by way of repair/modification or replacement of the Equipment/Materials. For any defective work requiring repair or replacement, guarantee/warranty period shall be further extended for an additional period of 6 months from the date of acceptance of any warranty repair or replacement work, if any.

- 2.14.5. If the Bidder does not repair or replace the Equipment / Materials notified as defective within a reasonable period of time as required by the Purchaser / Client / Company, the Purchaser shall have right to remedy the said defect at Bidder's risk and cost but without prejudice to any right the Purchaser may have against the Bidder in respect of any breach of these guarantee conditions.
- 2.14.6. In the event of an emergency, where in the judgment of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser without advance notice to the Bidder and the cost of such work shall be paid by the Bidder. In the event of such action taken by the Purchaser, the Bidder will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Bidder from liability under the terms and conditions of the Order.
- 2.14.7. The Bidder shall ensure that all guarantee or warranty certificates issued by the Bidder covering performance of the said Equipment and Materials be issued in the joint names of the Purchaser and Client / Company.
- 2.14.8. The Guarantee Certificate that will be submitted by the Bidder at the time of supply of Equipment and Materials shall reflect all the above requirements.

2.15. NOTIFICATION OF SUITS/ CLAIMS

The Bidder shall give the Purchaser prompt notice in writing of any suit or action filed against the Bidder, the settlement of which could result in a claim against the Bidder. Bidder shall promptly furnish copies of all relevant papers to the Purchaser.

2.16. APPLICABLE LAWS

- 2.16.1. Bidder shall comply with all the laws, rules and regulations including but not limited to those related to security matters, Contract Labour (R&A) Act, Minimum Wages Act etc.
- 2.16.2. Bidder shall fully comply with the Security Provisions governed by rules & regulations formulated from time to time by the Government of India and / or its concerned departments / agencies as well as the requirements of Company.
- 2.16.3. Bidder shall comply with and conform in all respects with the provisions of any statute, ordinance or law as aforesaid and the regulations or by laws of any international, local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall be responsible for all costs arising from compliance and/or violation of the same.
- 2.16.4. Bidder shall defend, indemnify and hold Company/Purchaser harmless from and against any and all penalties, liabilities, damages, claims, fines and expenses of whatever nature arising out of or resulting from the violation of such laws or rules or regulation by Bidder.

2.17. ARBITRATION

- 2.17.1. Any dispute arising under the Purchase Order shall be resolved by mutual discussions between the Bidder and the Purchaser.

2.17.2. If any dispute, difference or question shall at any time arise between the Purchaser and the Bidder, regarding the rights, liabilities or duties of the said parties, which cannot be mutually resolved by the parties, the same shall be referred to for arbitration to be carried out in accordance with Arbitration and Conciliation Rules 1996 and any subsequent amendments. Arbitration proceedings shall be held in Cochin, India. The language of Arbitration shall be English.

2.17.3. Under no circumstances, the Bidder shall hold up production or dispatch of Equipment pending resolution of the disputes.

2.18. ASSIGNMENT / SUB-CONTRACTING

2.18.1. Any assignment of this Purchase Order by Bidder without prior written consent from Purchaser shall be void.

2.18.2. Any assignment or sub-contracting of the Purchase Order can only be effected with prior written consent of the Purchaser and shall not relieve the Bidder from any obligation, duty or responsibility under the terms of Purchase Order.

2.19. PASSING OF PROPERTY

2.19.1. The title to the Equipment and Materials shall be deemed to have been passed to the Purchaser when the Goods are identified for the Purchase Order during manufacturing, or the date on which Goods are delivered in accordance with the Purchase Order or the date of payment by Purchaser to Bidder, whichever event occurs earlier. The transfer of title shall not in any way affect the Purchaser's right under the provisions of the Purchase Order.

2.19.2. In case of any non-performance by Bidder due to any cause including force majeure or early termination, Purchaser shall be entitled for the IP rights, if any pertaining to the Goods and transfer the Goods else-where for this project.

2.20. TESTING/ INSPECTION

2.20.1. Bidder has to conduct a Factory Acceptance Test (FAT) on the material prior to dispatch which will be witnessed by INKEL and its end Client.

2.20.2. The Bidder shall include the charges for the inspection by INKEL / INKEL's client as per his proposed QA Plan. (The proposed QAP shall meet requirements of the bid & Inspection Requirement Table (IRT)).

2.20.3. The Bidder shall submit the QA Plan. This QA Plan shall demonstrate product conformance with INKEL drawings/Specifications & IRT as applicable.

2.20.4. The QA Plan shall indicate all stages of inspection as Review (R) or Witness (W) or Hold (H) or Monitor (M) as defined, for inspection coverage by INKEL or External Inspection Agency and Client/Client's Certifying agency.

2.20.5. INKEL and Client/Client's Certification Agency shall indicate stages of inspection to be witnessed in the QA Plan and approve the same.

2.20.6. Finalization of QA Plan is important to ensure timely delivery of equipment. The Bidder shall therefore, submit the QA Plan within 7 days of receipt of LOI.

2.20.7. The Bidder shall obtain confirmation reports from INKEL for witnessing stages of inspection on behalf of INKEL as indicated in the QA Plan. The stage inspection

reports prepared by the INKEL or External Inspection Agency shall be forwarded by the Bidder after every visit to the Purchaser.

- 2.20.8. Prior to dispatch of Equipment/ Material, the Bidder shall obtain an Inspection Release Note from INKEL mentioning compliance with the Approved drawings, Approved RFQ, Approved Technical Bid Evaluation and Q.A. Plan and furnish the same prior to dispatch.
- 2.20.9. No revision will be allowed except those submitted in form B and approved. INKEL reserves the right to cost / delivery impact if any deviations / concession taken post order.
- 2.20.10. INKEL reserves the right to take remedial action for default in delivery and same shall be debited to Bidder.
- 2.20.11. The Client, Purchaser and/or their authorized representatives (including their nominated inspection agencies) shall have the right to inspect/witness the processing/testing of the Equipment/ Materials by the Bidder or his Sub-Bidders at stages referred to in the Quality Control Plan approved by the Purchaser. Such inspection/ expediting or waiver thereof by the Client / Purchaser or their representatives shall not absolve the Bidder of the responsibilities with regard to quality assurance and/or delivery commitments. Bidder shall at all reasonable times provide free access to the Client / Purchaser's authorized inspectors to all places where processing /manufacturing is carried out and make available to them all facilities required to carry out their duties.
- 2.20.12. The expenses for conducting factory acceptance tests shall be included in the price quoted by the bidder. If direct factory visit is not possible, INKEL/KSEB may decide to witness the inspection online vide video conferencing. The manufacturer shall make necessary arrangements to conduct online FAT and demonstrate all tests and results online as per the approved QAP.

2.21. SHIPPING/PACKING INSTRUCTIONS

- 2.21.1. Bidder shall comply with the Shipping/ Packing instructions as specified in the Order. In any case the Bidder shall ensure that packing is to the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/ damage from insufficient/ defective packing shall be to Bidder's account.
- 2.21.2. Immediately upon shipment, the Bidder shall send the following original documents by courier and scan copy via email to the purchaser:
- Lorry Receipt / GCN (Goods Consignment Note).
 - Commercial Invoice, Packing list.
- Bidder shall also inform the name, address and telephone / fax nos. of the freight forwarder's agent in Cochin in case the freight forwarder has been arranged by the Bidder.
- 2.21.3. Bidder shall ensure that all items as per Purchase order are included in one invoice & are dispatched as a single consignment.
- 2.21.4. Purchaser may be entitled for certain exemption benefits for which Purchaser shall separately inform Bidder on the documentation requirements, Description of the

Items, Line-Item Weights, Price break break-ups etc. to be specified as per Purchaser's instructions. Any additional cost incurred by Purchaser due to deficiency in the documentation submitted by Bidder shall be to Bidder's Account.

2.22. PACKING OF MANDATORY SPARE PARTS

All supplied spare parts shall be wrapped and packed, so that they will be preserved in original as new condition under normal conditions in India and shall be properly tagged and coded, so that later identification as to its intended equipment usage will be facilitated. They shall be packed separately and clearly marked "MANDATORY SPARE PARTS" and shipped with the equipment. Separate packing lists for each package shall be furnished so that the parts can be handled without uncrating if desired.

2.23. CONFIDENTIALITY

2.23.1. Neither Bidder nor its Sub-Bidder and their personnel and agents shall divulge to any third party any information designated in writing as confidential and obtained from the disclosing party during the course of the execution of Purchase Order.

2.23.2. Upon completion of the Purchase Order or in the event of early termination of the Purchase Order, Bidder shall immediately return to the INKEL all drawings, plans, specifications and other documents supplied to the Bidder by or on behalf of the INKEL or prepared by the Bidder solely for the purpose of the performance of the Purchase Order, including all copies made thereof by the Bidder.

2.24. AUDIT RIGHTS

Bidder shall prepare and retain full records relating to the performance of the Scope of Works. Purchaser or its authorized representative(s) or agent(s) shall be granted access to examine and to take copies of all records other than records associated with building up of fixed lump sums prices and rates. Bidder shall preserve all original form and make available for inspection without any additional charge, statutory records for a period of six (6) months after the expiry of Warranty period or earlier termination of the Purchase Order. Any amount by which the total payment by Purchaser to Bidder exceeds the amount due to Bidder as shown by the examination, shall be returned to Purchaser.

2.25. TAXES AND DUTIES

2.25.1. All applicable taxes including withholding tax in India, if any, fees, levies, imposts, duties, charges etc. (including all direct and indirect expenses, any and all penalties and fines) during the performance of Works under this Purchase Order shall be included in the Purchase Order price. Bidder remains solely liable in respect of taxes which are indirectly related to the performance of this Purchase Order, in particular taxes which may be levied on the personal income or the personal belongings of his employees.

2.25.2. The Bidder shall indemnify the Purchaser against any and all liabilities or claims arising out of the work performed by the Bidder under this Purchase Order for any taxes and duties including interest and penalty, which any Tax Authority may assess or levy against Purchaser and Bidder.

2.26. GOVERNING LAW

The validity, interpretation and performance of this Purchase Order and legal relations between the parties shall be governed by the laws (substantive and procedural, whether national, state, municipal, local or other), rules and regulations of India.

2.27. INDEMNITIES

2.27.1. The Bidder shall indemnify and keep harmless Purchaser, Company, its other contractors and/ or sub-contractors and its/their employees (hereinafter Purchaser Group) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Purchase Order or other obligations hereunder directly or indirectly associated herewith including but not limited to:

a) personal injury, illness or death of:

2.27.1.a.1. any of Bidder's, Sub-Bidder's, their other agents or employees (hereinafter Bidder Group) personnel (even if caused by or contributed to by the negligence or fault of Purchaser); and

2.27.1.a.2. any third party person to the extent the injury, illness or death is caused by the Bidder Group

and

b) loss or damage to:

2.27.1.b.1. any property owned, hired or supplied by Bidder or Sub-Bidder's including (even if caused by, or contributed to by, the negligence or fault of Purchaser/Company); or

2.27.1.b.2. any third party property to the extent the loss or damage is caused Bidder Group.

2.27.2. The Bidder shall indemnify and keep harmless Purchase Group from any claims, demands, costs, actions, proceedings, suits liabilities, damages and fines arising due to infringement of any intellectual property by Bidder Group while carrying out Scope of Works under the Purchase Order. Bidder shall provide perpetual and royalty free right to Purchase and Company for using the Goods if any such rights are embedded therein.

2.27.3. Notwithstanding any other provisions, except only in cases of willful misconduct and/or criminal acts, neither the Purchaser (including Purchaser Group) nor the Bidder (including Bidder Group) shall be liable to the other, whether in contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Bidder to pay Liquidated Damages to Purchaser.

2.28. HSE AND RELATED COMPLIANCES FOR SITE DEPUTATION

2.28.1. Bidder shall follow the safety rules and regulations in line with Purchaser's and Company's HSE policy and specifications set out herein. The Bidder shall also be responsible to comply with code requirements of ISO-14000 series, and other international practices. In case of conflict between the requirements of the various

specifications and/or the requirements specified in the Purchase documents, the more stringent requirement shall be followed.

2.28.2. Bidder shall not dump any material in the vicinity of the existing facilities of COMPANY or the facilities which are being installed under the Contract.

2.28.3. None of Bidder's personnel / employees / representatives including personnel / employees / representatives of his Sub-Bidders carry out any type of cameras nor do any photography in or around any of Company's / Purchaser's installations / facilities and also ensure that they shall hand over all films and photographs to the Purchaser's Representative before leaving site. All employees/representatives of Bidder including employees / representatives of his Sub-Bidders shall sign a declaration as prescribed by Company every time before their departure for/from Site.

2.28.4. Bidder should ensure that all his personnel being deployed at Site shall have to undergo following trainings:-

- a) Elementary First Aid.
- b) Fire Fighting.
- c) OHAS

2.29. ANNUAL MAINTENANCE CONTRACT

2.29.1. The Bidder shall submit an undertaking that:

- a) Bidder/ its OEMs shall provide to Company the post warranty service / spares for a period of 2 years from the date of expiry of warranty period of the equipment and that the response time for offering such service /spares from Bidder/its OEM's shall not exceed two weeks from the date of written request from Company.
- b) The Bidder/ its OEM undertake to enter into Annual Maintenance Contract for 'lifetime' for all the equipment to be supplied under the Purchase Order, if awarded to Bidder /its OEM by Company.
- c) In case the Bidder/its OEM declines / fails to honor any of his above commitments, business dealings with such Bidder/its OEM shall be considered for banning from future business dealings.
- d) On award of Purchase Order, Bidder shall furnish the price list for spare parts pertaining to equipment along with the backup papers:
- e) The Bidder/its OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the Purchase Order, if awarded to him by Company.
- f) The Bidder/ its OEMs shall guarantee the 'lifetime supply' of spares for all the equipment to be supplied under the contract, if awarded to him by Company.
- g) The Bidder/ its OEMs undertake to enter into Annual Maintenance Contract for 'lifetime' (for all the equipment to be supplied under the contract, if awarded to him by COMPANY).

- h) In case the Bidder/ its OEM declines / fails to honor any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

2.29.2. In the event of failure to provide such an undertaking by Bidder /its OEM, the same shall be considered as material breach under the Purchase Order and Purchaser reserves the right to cancel this Purchase Order.

3. SPECIAL PURCHASE CONDITIONS

The terms and conditions of this Special Purchase Conditions shall be read in conjunction with General Purchase Conditions and in the event of any conflict arising between SPC and GPC, the terms of SPC shall take precedence.

3.1. PRE-QUALIFICATION REQUIREMENTS

The Bidder shall meet the qualification criteria given below to be eligible for participating in the bid. Bids submitted by ineligible bidders will be rejected

- a. The offer shall be quoted only by the Original Equipment Manufacturer (OEM) or OEM authorized distributor or OEM authorized dealer.
- b. Vendor should have supplied minimum 10 MVA of K rated solar application transformers to reputed customers in the last 3 financial years. These transformers should have been IS/IEC certified.
- c. The vendor shall have established quality assurance system implemented and shall be certified against ISO 9001:2008 / 2015 and ISO 14001 for Quality management system.
- d. OEM shall have in house laboratory for carrying out routine in process and finished product testing.
- e. Bidders are not black listed or banned by INKEL or any Govt. Organizations/DISCOMs.

3.2. WARRANTY

- 3.2.1. Transformers shall be warranted for minimum of 2 years against all material or manufacturing defects and workmanship from the date of invoice.

3.3. DELIVERY PERIOD

Materials shall be ready for inspection within 30 days from date of purchase order.

3.4. PAYMENT TERMS

- 3.4.1. 10% Advance on submission of guarantee for equivalent amount.
- 3.4.2. 80% after successful completion of FAT and issue of Dispatch Clearance for KSEBL.

3.4.3. 10% within 7 days from date of delivery at site.

4. SCOPE OF WORK AND TECHNICAL SPECIFICATION

4.1. SCOPE OF SUPPLY

- 4.1.1. Manufacturing, Testing, and delivery to Agali in Palakkad district in Kerala as well as commissioning support of K rated transformers for solar application as mentioned in this document.
- 4.1.2. The required capacity is 630kVA.
- 4.1.3. Quantity required is 2 nos.
- 4.1.4. The HV winding voltage shall be 11kV and LV winding voltage shall be 400V.

4.2. TECHNICAL REQUIREMENTS

- 4.2.1. Transformers should have relevant IS or international certifications. Transformers shall have all relevant monitoring and protection devices as per the relevant Indian Standards.
- 4.2.2. The transformer manufacturer shall provide test certificates carried out on the transformers as per relevant IS standards.
- 4.2.3. The transformer shall be of special type (K factor). K-4 or above rating is preferred.
- 4.2.4. The transformer losses at 50% and 100% shall not exceed the losses specified by **ECBC** norms
- 4.2.5. HV and LV terminations shall be through cable box.
- 4.2.6. 11 kV Transformer shall conform to IS: 2026.
- 4.2.7. The specifications shall be as per the Guaranteed Technical Particular (GTP) datasheet in 5.3 of this document.
- 4.2.8. RS485 terminal shall be provided in the marshaling box for monitoring data over SCADA.

4.3. QUALITY ASSURANCE

- 4.3.1. Quality Plan and Datasheet shall be subject to INKEL's approval. Transformers shall be subject to pre-dispatch inspection (FAT) by INKEL/Client or any agency, designated by INKEL.
- 4.3.2. Pre-dispatch inspection by INKEL/Customer at vendor works will include: -
 - a) Dimensional and Visual Check
 - b) IR Test
 - c) Winding Resistance Test
 - d) Magnetic Balance Test
 - e) No Load Test
 - f) Vector Group Test
 - g) Voltage Ratio Test
 - h) Load Test and % Impedance
 - i) Induced Over Voltage withstand Test
 - j) Oil breakdown voltage Test (IS 6792)
 - k) Polarization Index Test

4.3.3. Successful bidder has to prepare and submit the Quality assurance plan to INKEL/ Customer approval.

4.4. WARRANTY

4.4.1. 24 months warranty shall be provided for the transformers against all manufacturing defects. All costs for repair including transportation shall be paid by the vendor during this warranty period.

4.4.2. Transformers that do not meet the above criteria shall be replaced/ repaired on site free of cost at INKEL's sole discretion.

4.5. MANUFACTURING CLEARANCE APPROVAL PROCEDURE

4.5.1. The successful vendor shall submit the Guaranteed technical Particular (GTP), Datasheet, Bill of Materials (BOM), General Arrangement Drawing and Quality assurance plan of the module for approval.

4.5.2. Vendor shall provide type test certificates corresponding to standards mentioned above.

4.5.3. The vendor shall submit a detailed manufacturing quality plan for Transformer with list of checks / tests performed during incoming material inspection, production, pre- dispatch and package.

4.6. MANUFACTURING AND INSPECTION

4.6.1. The manufacturing shall start only after clearance by INKEL after approval as above.

4.6.2. The vendor shall inform inspection date to INKEL at least 10 working days before start of proposed schedule of inspection.

4.6.3. Inspection of transformers shall be performed as per the inspection procedure mentioned in the inspection requirement table (IRT).

4.6.4. Tests mentioned in the IRT are minimum test requirements. Vendor shall make all arrangements for testing without any additional costs.

4.7. INSPECTION REQUIREMENTS TABLE (SOLAR TRANSFORMERS)

Activity No	Inspection by CLIENT			
	Inspection by INKEL			
	Certificates /Compliance to be submitted by Vendor for Review / Approval			
	Stages of Inspection			
1	A	R	X	Quality Assurance Plan/ Inspection and Test Plan & FAT Procedure
2	R	R	X	Report of Tests: Routine Test, Type Test, Test certificate
4	W	W	X	Visual inspection, Dimensional check, Name plate, Workmanship
5	RW	RW	X	Electrical Tests and Functionality tests as per IS 2026
6	RW	RW	X	Insulation Resistance
7	Is	R	X	Issue and documentation at Vendor place (Inspection release Note)
8	W	W	H	Verification of Components as per Inspection release note (IRN)
9	R	R	X	Inward Material Inspection Report as per IRN

LEGENDS & NOTES:

- RW – Random witness Inspection - Sampling percentage specified as minimum 1%
- W – Witness Inspection – 100% inspection
- A – Approval
- R – Review
- X – Submission of supporting documents during review at any stage
- Is – Issue
- H- Hold

5. ANNEXURES AND FORMATS

5.1. COVERING LETTER

(On the Letterhead of the bidder)

From,

(Insert address of the bidder)

To,

The Assistant General Manager – Solar

INKEL Limited

Kakkanad

Sub: Supply of K rated transformers for Solar Application

Dear Sir,

We, the undersigned..... [insert name of the ‘Bidder’] having read, examined and understood in detail the tender document for Supply of K rated transformers for solar applications, hereby submit our bid comprising of price bid and non-financial Bid.

1. We give our unconditional acceptance to the tender No. 1725A-RFQ-SPLY-TRF, dated..... and tender documents attached thereto, issued by INKEL Limited, as amended. This shall also be construed as a token of our acceptance to the tender documents including all its amendments and clarifications. We shall ensure that we execute such tender documents as per the provisions of the tender and all provisions of such tender documents shall be binding on us.
2. We have submitted our Price Bid strictly as per terms of this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).
3. **Acceptance**
We hereby unconditionally and irrevocably agree and accept that the decision made by INKEL LTD. in respect of any matter regarding or arising out of the tender shall be binding on us. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to execution of projects of capacity offered by us.
4. We are enclosing herewith the Cover-I (Non-Financial bid documents) and Cover II (Price Bids) containing duly signed formats, each one duly sealed separately as desired by you in the tender for your consideration.

5. It is confirmed that our Bid is consistent with all the requirements of submissions stated in the tender and subsequent communications from INKEL Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of three months from the opening of financial bid. We confirm that we have not taken any deviation so as to be deemed non responsive.

Thanking you,

Yours faithfully,

(Authorised Signatory of the Bidder)

5.2. PRICE BID FORMAT

Site: Agali, Palakkad

Sl No	Item	Capacity (kVA)	Unit Rate	Qty (Nos)	Total Rate (Basic)	GST	Total price (all inclusive)
1	K Rated Transformer for Solar Application	630		2			
2	On site commissioning support	630		2			
Total price (in Figures)							
Total price (in Words)							

Notes:

1. Price is inclusive of all duties, taxes and transportation to site.
2. Price is inclusive of expenses as per Clause 2.22 for conducting FAT (as per QAP) at Manufacturer's factory.

Sign & Seal of Bidder

5.3. GUARANTEED TECHNICAL PARTICULARS

Step-Up Transformer			
Sl. No.	Particulars	Required	Detailed Specifications Offered
1	Type	Hermitically Sealed, oil immersed for outdoor use	
2	Winding Connections (HV/LV)	High Grade Electrolytic Copper	
3	Rating (Kva)	630Kva, 400V/11Kv	
4	Rated frequency	50Hz	
5	Number of phases HV side LV side Neutral (separate outside)	3 phase / 3 phase	
6	Rated Voltage a) HV winding Kv b) LV winding Kv	HV-11000 V LV – 400 V	
7	Vector group	Dyn11	
8	% Impedance	As per IS	
9	K factor	4 or above	
10	Type of cooling	ONAN	
11	Insulation level a) Power frequency withstand kVrms (HV/LV) b) Impulse withstand voltage Kv (HV/LV)	a) 28Kv/3Kv b)75Kv/- As per IS	
12	Method of Earthing	Solidly earthed	
13	Duty Cycle	Peak Load of 5Hrs in 24Hrs cycle	
14	Short circuit level	25Ka	
15	Off circuit tap changer: a) Range % b) In steps of c) Tapping provided on HV side		
16	Tap changer type	Off load	
17	Overload Capacity	As per IS:6600 - 1972/IEC 60354 No load limit imposed by bushing tap etc	
18	Impedance voltage at 75 deg C a) At principal tapping %		
19	Temperature rise above 50°C ambient a) Top of oil by thermometer °C		

	b) Winding by resistance °C		
20	Terminal details a) HV side b) LV side	a) cable box b) cable box	
21	Losses (at 75 deg C and principal tapping) a) No load loss at rated voltage, Kw and frequency b) Load loss at rated current Kw (ONAN) c) Total losses at maximum rated power Kw		
22	Efficiency at 75°C and 0.9 PF a) At full load (ONAN) % b) At 75% load (ONAN) % c) At 50% load (ONAN) %		
23	Losses at 50% load	(As per ECBC Norms)	
24	Losses at 100% Load	(As per ECBC Norms)	
25	Flux Density		
26	Hot spot temperature in winding limit to °C		
27	Material of Earth conductor		
28	Material of Winding conductor		
29	Dimensions a)Height m b)Breadth m c)Length m		
30	Painting	RAL 7032/7035	
31	Thickness of Sheet used for Tank	As per IS	
32	Data for SCADA over RS485	Winding Temperature Oil Temperature Oil Level Winding and Oil Temperature trip and alarm	
33	Reference Standards	IS:2026	
34	Cable Terminations	HV – Cable Box LV – Cable Box	
35	Standard Fittings and Accessories		

Signature of Vendor with Stamp



**SUPPLY OF K RATED
TRANSFORMERS FOR SOLAR
APPLICATION**

No: 1725A-RFQ-SPLY-TRF

Rev. No: 00

Date: 18.01.2021

5.4. DEVIATION SHEET

Sl No	Particular	Bidders Confirmation
1	Confirmation to INKEL specification as per RFQ No: 1725A-RFQ-SPLY-TRF	Yes / No Please indicate deviations if any in the deviation list below

Deviation List

Sl. No	Clause number	Specification details	Deviation (Vendor remarks)

Signature of Bidder with Stamp

5.5. BID SUBMISSION CHECKLIST

Cover 1
Covering Letter
The entire tender document signed and sealed by the bidder as a token of acceptance of all the terms and conditions of this tender.
Copy of accreditations and certifications
Transformer catalogue and datasheet
Copy of Type test certificates
Duly filled General technical particulars with sign and seal of the bidder
Deviation Sheet (if applicable)
Cover 2
Price Bid

NOTES:

Bid submission shall be strictly in the format above. Both covers shall be superscribed, sealed and enclosed in a single cover. The name and reference number of the tender shall be superscribed on the cover.