

**TENDER NOTIFICATION FOR**  
**SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT**  
**TREATMENT PLANT**

**NIT NO CMC/BY/19-20/RB/VKS/29**  
**Dated: 19.06.2019**

**DUE DATE FOR SUBMISSION: 11.07.2019**

**BSES YAMUNA POWER LTD**  
**SHAKTI KIRAN BUILDING, KARKARDOOMA DELHI-110032**  
**CIN:U40109DL2001PLC111525**  
**[Tel:011-39999808](tel:011-39999808)**  
**WEBSITE: [www.bsedelhi.com](http://www.bsedelhi.com)**

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**SECTION - I: REQUEST FOR QUOTATION (RFQ)**

**TENDER NOTIFICATION FOR  
SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT  
TREATMENT PLANT:**

**NIT: CMC/BY/19-20/RB/VKS/29**

**DATED : 19.06.2019**

**SECTION – I: REQUEST FOR QUOTATION****1.00 Event Information****1.01 BYPL invites sealed tenders in Two envelopes for Supply, development, Installation & Testing of Effluent Treatment Plant for Transformer Work Shop at Patparganj 66 KV Grid in BSES Yamuna Power Ltd, Delhi**

The bidder must qualify the requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly super scribed as —“**Supply, Installation & Training of Effluent Treatment Plant for Transformer Work Shop at Patparganj 66 KV Grid in BSES Yamuna Power Ltd, Delhi**”

“NIT NO CMC/BY/19-20/RB/VKS/29 DUE ON DT. 11.07.2019

Sl. No.	Item Description	Specification	Requirement Total Qty.	EMD Cost	Estimated Cost
1	<b>Supply, Development, Installation &amp; Training of Effluent Treatment Plant</b>	SECTION VI	01 Nos	₹ 0.40 Lakhs	₹ 20.00 Lakhs

**1.02** The tender document can be obtaining from address given below against submission of non-refundable demand draft of ₹ 1180/- drawn in favour of BSES Yamuna Power Ltd, payable at Delhi. The tender papers will be issuing on all working days upto **11.07.2019, 2:30 PM**. The tender documents & detail terms and conditions can also download from the website “[www.bsesdelhi.com](http://www.bsesdelhi.com)”.

In case tender papers have downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

**1.03** Offers will be received upto **11.07.2019, 2:30 PM**. at the address given below. Part A of the bid shall be opened on **11.07.2019, 3:00 PM**. Part B of the bid will be opened in case of techno-commercially qualified bidders and the date of opening of the same shall be intimated in due course of time. It is the sole responsibility of the bidder to ensure that the bid documents should reach this office on or before the last date:

**Head of Department  
Contracts & Material Deptt.  
BSES Yamuna Power Ltd  
3rd Floor, A Block,  
Shakti Kiran Building,  
Karkardooma Delhi-110032**

**1.04** BSES Yamuna Power Ltd 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/ work orders. Tender will summarily reject if:

- I. Earnest Money Deposit (EMD) of ₹ 40,000 /- is not deposited in shape of Bank Guarantee/FDR drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- II. Tender has received after due date and time.
- III. Submission of EMD is applicable for SSI/MSME

**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 considering as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- The bidder must be a manufacturer of Equipments.

- The Bidder shall either themselves manufactures of the equipment offered or accredited representatives of such manufacture in India or of their principals abroad with whom they may be having collaboration. Such accreditation should be atleast of one year preferably as on date of tender. (Authority letter from the manufacturer on their letterhead shall attach along with Bid).
- The bidder may be authorized dealer of any manufacturer meeting the eligibility criterion. (Authority letter from the manufacturer on their letterhead shall attach along with Bid).
- Bidder should have experience in supply at least 01 Nos of same equipment to reputed organization or electricity boards/undertaking. In this support, copies of major purchase orders and performance certificate from the organization shall enclose.
- Bidder should have fulfilled all statutory compliances like PF, ESI registration, if applicable.
- Firms who debarred/ blacklisted in other utilities in India, we will not be consider.
- Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard.
- Equipment offered should carry on-site comprehensive warranty support for Five year from OEM covering parts, labour and on-site repair.

**The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.**

### **3.0 Bidding and Award Process**

Bidders are requesting to submit their offer strictly in line with this tender document. **NO DEVIATION IS ACCEPTABLE.** BYPL shall response to the clarifications raised by various bidders and the same will be distributing to all participating bidders through website.

#### **3.01 BID SUBMISSION**

The bidders are required to submit the bids in 2 (two) parts and submitted in original to the following address:-

**Head of Department  
Contracts & Material Deptt.  
BSES Yamuna Power Ltd  
IIIrd Floor, A Block,  
Shakti Kiran Building,  
Karkardooma Delhi-110032**

#### **PART A : Technical Bid comprising of following**

- EMD
- Non-refundable demand draft for ₹ 1180 /- in case, the forms have downloaded from website.
- Documentary evidence in support of qualifying criteria i.e. Audited Balance sheet of last 3 years, CA Certificate of turnover for last 3 year, Performance Certificate & other documents to support the QC as per clause 2.0
- Technical literature/GTP/type test report etc.
- Qualified Manpower available
- Testing Facilities
- Original Tender documents duly stamped & signed on each page as token of acceptance.
- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, and Liquidated Damages etc.

**PART B: Financial Bid comprising of**

- Price strictly in the format enclosed in Section IV indicating break up of basic price, GST, freight etc.

**3.02 TIME SCHEDULE**

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

SNo.	Steps	Comprising of	Due Date
1	Technical Queries, if any	All Queries related to RFQ	11.07.2019, 2:30 PM
2	PART A Technical Bid	• EMD of requisite amount	11.07.2019, 2:30 PM
		• Non-refundable demand draft for ₹1180/- in case the forms are downloaded from the website	
		• Documentary evidence in support of qualifying criteria	
		• Technical literature / list of makes etc.	
		• Any other relevant document	
3	PART B FINANCIAL BID	• Acceptance to Commercial Terms and conditions viz Delivery schedule / period, Payment terms, Signed copy of tender Document, BG etc.	11.07.2019, 2:30 PM
		• Price strictly in the Format enclosed (section IV) indicating breaking up regarding basic price, taxes & duties etc.	
4	OPENING OF TECHNICAL BID	• As per RFQ	11.07.2019, 3:00 PM

This is a two part bid process. Bidders are to submit the bids in 2 (two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope, which should be super scribed with —

“**Tender Notice No. & Due date of opening**“. The same shall be submitted before the due date & time specified.

**Part - A:** Techno-commercial Bid should not contain any cost information whatsoever and shall submit within the due date 11.07.2019 **up to 2:30 PM**. After technical evaluation, the list of qualified bidders will post immediately on BSES website.

**PART B:** This envelope will open after technical evaluation and only of the qualified bidders.

Notwithstanding anything stated above, the Company reserves the right to assess bidders’ capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company is final.

**4.0 TENDERER TO INFORM HIMSELF FULLY:**

1. The tenderer shall study carefully the enclosed tender documents and tender documents referred to therein before submitting his offer. The tenderer shall fully satisfy himself of the suitability of the equipments

and layout as indicated in the tender documents and take full responsibility for the safe and efficient operation and guarantee of the quality and specified output of the plant and equipment offered.

2. The offer should be for equipment according to the enclosed specifications. However, if the tenderer desires, he may offer additional quotation(s) for the equipment of alternative design (s) which he considers suitable for meeting the specified performance, giving full details and reasons thereof.
3. The tender shall inspect the site and shall satisfy himself of the site conditions and shall collect any other information, which he may require before submitting the tender. Claims and objection due to ignorance of site conditions shall not be considered after submission of the tender.

## 5.0 Award Decision

5.01 Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

5.02 The Company 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.

5.03 In case any contractor is found unsatisfactory during the execution process, The award had be cancelled and BYPL reserves the right to award other Contractors who are found fit.

## 6.0 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outline 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 rule or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousnessof the violation. Examples of violations include, but are not limited to:

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

## 7.0 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from BYPL. This includes all bidding information submitted.

All RFQ documents remain the property of BYPL and all bidders are required to return these documents to BYPL upon request.

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

## 8.0 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address.

	Technical	Commercial
<b>Contact Name</b>	Ashwani Aggarwal	Rakesh Bansal
<b>Address</b>	3 <sup>rd</sup> Floor, B Block, Shakti Kiran Building, Karkardooma, Delhi-32	3 <sup>rd</sup> Floor, A Block, Shakti Kiran Building, Karkardooma, Delhi-32
<b>Fax No.</b>	011-39999636	011-39999230
<b>Email Id</b>	Ashwani.Aggarwal@relianceada.com	Rakesh.Bansal@relianceada.com



**SECTION – II: INSTRUCTION TO BIDDERS**

**TENDER NOTIFICATION FOR**  
**SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT**  
**TREATMENT PLANT:**

**NIT: CMC/BY/19-20/RB/VKS/29**

**DATED : 19.06.2019**

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **A. GENERAL**

1.0 BSES Yamuna power Ltd, hereinafter referred to as “The Company” are desirous for ETP. The Company has now floated this tender for Supply, Installation & Training of Effluent Treatment Plant for Transformer Work Shop at Patparganj 66 KV Grid in BSES Yamuna Power Ltd, Delhi”

### **2.0 SCOPE OF WORK**

The scope shall include design, manufacture, assemble, testing, road worthy packing and Supply, Installation & Training of Effluent Treatment Plant for Transformer Work Shop at Patparganj 66 KV Grid in BSES Yamuna Power Ltd, Delhi” as per design, drawing and specification finalized by company.

Detailed specifications/ scope of work along mentioned as per specification

### **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 Company 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 Company or its employees, or otherwise arising in any way from the selection process for the work.

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

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

## **4 COST OF BIDDING**

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

### **B 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:

- |   |   |              |
|---|---|--------------|
| A. Request for Quotation (RFQ)          | - | Section - I  |
| B. Instructions to Bidders (ITB)        | - | Section - II |
| C. General Conditions of Contract (GCC) | - | Section -III |
| D. Bill of Quantity (BOQ)               | - | Section IV   |
| E. Formats                              | - | Section V    |
| F. Technical Specification (TS)         | - | Section VI   |

5.02 The Bidder is expecting 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 Company 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 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 consider the Amendment in preparing their Bids, the Company 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 Company, should written in the English Language. Any printed literature furnished by the Bidder may written in another Language, if 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).
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section – I against each tender.

### 9.0 BID FORM

9.01 The Bidder shall submit “Original” Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

#### 9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to ₹ 40,000/- as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder’s conduct which would warrant forfeiture.

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

- (a) Demand Draft/Bank Guarantee /Pay Order drawn in favors of BSES Yamuna Power Ltd, payable at Delhi.
- (b) Fixed Deposit Receipts (FDR) from a scheduled bank in favors of BSES Yamuna Power Limited valid for 08 (Eight) months after last date of receipt of tenders

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank

guarantee.

The EMD may be forfeited in case of:

- (a) If the Bidder 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 does not
    - (i) Accept the Purchase Order, or
    - (ii) Furnish the required performance security BG.

## **10.0 BID PRICES**

10.01 Bidders shall quote for the entire Scope of work with a break-up of prices for individual items. The tendered is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

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 will be treated as non-responsive and rejected.**

## **11.0 BID CURRENCIES**

Prices shall quote in Indian Rupees Only.

## **12.0 PERIOD OF VALIDITY OF BIDS**

12.01 The Tender and the prices shall be deemed to remain valid for acceptance for a period of 90 days from the date of the opening of the tender.

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

## **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 regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

## **14.0 FORMAT AND SIGNING OF BID**

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original 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.

14.04 On the tender being accepted by the Purchaser, if so required by him at his option, an agreement in respect of the contract will be signed and executed by and between the purchaser and successful tenderer. All costs, charges and expenses of, and incidental to, the execution of the said agreement shall, in so far as they are incurred in India, be borne by the purchaser and those that are incurred in the contractor's country shall be borne by the contractor, provided however, if both parties, incur expenses in India, they shall be borne half and half.

## **D. SUBMISSION OF BIDS**

## **15.0 SEALING AND MARKING OF BIDS**

15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company 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 super scribed with — “Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed — “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. The envelopes should be super scribed with — “Tender Notice No. & Due Date of opening.”

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

## **16.0 DEADLINE FOR SUBMISSION OF BIDS**

16.01 The original Bid, together with the required copies, must be received by the Company at the address specified no **later than 2:30 P.M. on 11.07.2019**

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

## **17.0 ONE BID PER BIDDER**

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

## **18.0 LATE BIDS**

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, 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 Company'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 Company 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 Company 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 obtain 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, Company 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 Company and/or the Company 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 Company'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) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) 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 Company will make its own assessment of the cost of any deviation for 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 COMPANY**

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

24.02 Any effort by a Bidder to influence the Company and/or in the Company'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 COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Company reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime prior toward of Contract, without thereby incurring any liability to the affected Bidder or

Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

## **26.0 AWARD OF CONTRACT**

The Company 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. Company reserves the right to award order to 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 COMPANY'S RIGHT TO VARY QUANTITIES**

The Company 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 Company.

## **29.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

(i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company, 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 Company of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

**SECTION - III: GENERAL CONDITIONS OF CONTRACT**

**TENDER NOTIFICATION FOR**  
**SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT**  
**TREATMENT PLANT:**

**NIT: CMC/BY/19-20/RB/VKS/29**

**DATED : 19.06.2019**



**SECTION – III: GENERAL CONDITIONS OF CONTRACT**

**1.0) DEFINITIONS:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a. **Company** shall mean **BSES Yamuna Power Limited**, having its office at Shakti Kiran Building, Karkardooma, and Delhi and shall include its authorized representatives, agents, successors and assigns.
- b. **Engineer in Charge (EIC)** shall be the person authorized by the Company or from time to time duly appointed by the Company for the purpose of the contract.
- c. **Contractor** shall mean the successful Tenderer / vendor to whom the contract has been awarded.
- d. **Sub-Contractor** shall mean the persons, firm or company to whom any part of the contract has been sublet by the Contractor with the prior written consent of the Company.
- e. **Contract**, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, Company's letter of intent, the work order and any correspondence letters concerned to the tender, when completed.
- f. **Site**, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the Contractor.
- g. **Contract Price** shall mean the sum named in the letter of acceptance, subject to such additions thereto and /or deductions there from as may be made under the provisions hereinafter contained.
- h. **Temporary Works** shall mean all temporary works of every kind required in or about the execution or maintenance of the works.
- i. **Permanent Works** shall mean the permanent works to be executed and maintained in accordance with the Contract.
- j. **Specifications** shall mean specification referred to in the tender and any modification thereof or addition thereto as may, from time to time be instructed by the Company/ the Structural Consultant.
- k. **Drawings** shall mean the drawings issued along with this tender and any modification in such drawings issued by the HOD/User of the Company from time to time.
- l. **Approved**, shall mean approved in writing by Company including subsequent written confirmation of previous verbal approval and "approval" means approval in writing by Company, including as aforesaid.

**m. Language and Measurement:**

The order issued to the contractor by the company and all correspondence and documents relating to the order placed on the contractor shall be written in English language.

**n. Cost/Price:**

The word "Cost" shall be deemed to be all-inclusive, firm price basis and including overhead costs and all taxes whether on or off the site.

**2.0) PERFORMANCE BOND:**

2.1) The contractor to furnish Performance Bank Guarantee issued on behalf of Contractor in the prescribed format within fifteen (15) days from the date of issuance of Work Order for due performance of this Contract. The same shall be released after completion of the job.

2.2) The Performance Bank Guarantee shall be of Five percent (5%) of total contract value and shall be valid till completion, plus three (3) months towards claim period.

2.3) Performance Bank Guarantee shall be issued from any nationalized bank as per Company format.

2.5) The Company shall reserve the right to invoke the performance bond unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

2.6) In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

### **3.0) TERMS OF PAYMENT:**

#### **3.1) TERMS OF PAYMENT for Supply & Installation part:**

▪ **Supply**- 70 % payment shall be made within 30 days from the date of receipt of material at store/ site & Installation, successful commissioning against submission of 5 % performance bank guarantee. (Refer 10.01) and balance 30 % payment shall be made within 30 days from the date of successful installation and commissioning.

▪ **Installation** – 100 % payment shall be made within 30 days from the date of successful installation and commissioning, duly verified by EIC.

▪

▪ 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 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.

### **4.0) TAXES & DUTIES:**

4.1 Bidder to quote their Prices on landed cost basic and separate price for each items. For Supply to BSES Yamuna Power Ltd Delhi, the price shall be inclusive of packing, forwarding and exclusive of freight, GST. Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actual. The above supply price shall also include unloading at site BSES.

### **5.0) TENDER RATES & PRICES:**

5.1) the prices/rates quoted for each item/work in the BOQ shall be exclusive of all direct and inclusive of indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, GST shall be shown separately, and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Company.

5.2) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer in Charge including any extension (s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Company.

5.3) The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.

## **6.0) MATERIALS & WORKMANSHIP:**

### **6.1) Quality Assurance Programme:**

The Contractor before the start of work shall submit for approval a quality assurance programme to the EIC indicating measures that he proposes to implement to ensure that the quality of work shall be in accordance with requirements, specifications laid down in the Contract. The Contractor shall strictly adhere to this programme and any failure attributable to the Contractor shall attract the penal provisions determined by the EIC.

### **6.2) Quality of materials and workmanship and tests:**

The Contractor shall procure all equipment from genius sources as approved by the Company & as per Company specifications.

### **6.3) Inspection of operations:**

The Engineer-in-Charge or any person authorized by them shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

### **6.4) Examination of work before covering up:**

No work shall be covered up or put out of view without the approval of the EIC or his representative and the Contractor shall afford full opportunity to the EIC or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the EIC or his representative whenever any such work or foundations is or are ready or about to be ready for examination and the EIC or his representative shall, without unreasonable delay, unless he considers it unnecessary, attend for the purpose of the examining such foundations.

## **7.0) MOBILIZATION:**

The Contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within seven days (7) of receipt of LOI or Work Order whichever is earlier.

**8.0) DEFECT LIABILITY PERIOD:**

The defects liability period shall be 60 (Sixty) calendar months from the date of the successful completion of the contract as certified by the EIC including any extension (s) of time that may have been granted to the Contractor under the scope of this Contract. In case any defect in the work is observed during the defect liability period, the same shall be rectified by the Contractor at own cost including supply of all materials (as per prevailing rates), labour, equipments and any other appliance in this regards for the fulfillment of all obligations under the Contract and to the satisfaction of the Company.

**9.0) DAMAGE OF PRIVATE PROPERTIES / LIFE:**

The Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Company is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Company may incur in reference thereto, shall be charged to the Contractor. The Contractor shall reimburse such costs immediately to the Company.

**10.0) APPROACHES:**

The Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men and material to site of work. The Company shall entertain no payment or claims on account of "Making of Approaches".

**11.0) SITE OFFICE AND SITE FACILITIES:**

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. He shall be provided at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the Contractor's storage will be within the site premises in a manner affording convenient access for identification and inspection at all times. The storage of arrangements shall be subject to IS: 4082. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the safe custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractor's material etc.

11.1) The Contractor shall strictly control the labour so that the site is not polluted, made dirty or littered with debris, wastes or the likes.

11.2) Any person, labour found creating mess or litter or pollution shall be removed from the site immediately at the Contractors cost and shall also be subject to penalty at the discretion of the EIC.

**11.3) Watching & Lighting:**

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary for the protection of works, or for the safety and convenience of the public or others. The care, housekeeping and safety of the materials and works within the works site shall be sole responsibility of the Contractor.

**12.0) TIME & COMPLETION PERIOD:**

Time is the essence of this Project and the Project shall be completed within 03 months from the date of issue of Letter of Intent or Work Order whichever is earlier, including mobilization period and monsoon.

The Contractor shall within 7 (seven) days of the issue of letter of intent or work order whichever is earlier provide a detailed execution program regarding the Project taking into account the following including restricted working hours due to residential area for the approval of the Company:

The Contractor shall carryout the works as per the approved schedule / program of work.

**13.0) LIQUIDATED DAMAGES:**

In the event of the Contractor's failure to complete the work or any part there of within the Contract Period including the interim milestone dates, the Contractor shall be liable to pay the Company liquidated damages calculated at the rate of **1 (one) % of the contract value (ex-work value) per week of delay or part there of subject to a maximum of 10 (ten) % of the contract value (ex-work value)**, for the period between the d ate for Contractual Completion and the Date of Actual Completion, as certified by the EIC.

The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in its possession, which are due or which may become due to the Contractor. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works on time or from any other part of his obligation and liabilities under the Contract. Once the maximum is reached the Company reserves the sight for termination of contract without any liabilities to the Company.

In the event of an extension of time being granted by the EIC, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

**14.0) EXTENSION OF TIME LIMIT & TIME OVER RUN:**

If delay is not attributable to the Contractor, the extension of time may be considered at the discretion of the Company without prejudice to the right of the Company for recovery of liquidated damages. This is also subject to the Contractor having taken sufficient precautions to mitigate the delay and submitted to the Company a full-detailed particular of any extension of time to which he may consider himself entitled within 10 days after such work has been commenced or such circumstances have arisen. The extension of time may be granted and without any financial increment in the contract price to the Company.

**15.0) RELEASE OF INFORMATION AND CONFIDENTIALITY:**

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained by Company. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Company. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of this provision, the contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

**16.0) SITE REPRESENTATIVE, SITE SUPERVISION AND ADVANCE INTIMATION:**

The Contractor shall have to appoint and authorize a Site In Charge/ Project Manager (PM) along with its project team, who shall be available always at site till the completion of the contract as certified by the Company's Engineer In Charge (EIC).

16.2) The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work to ensure that the work is carried out in accordance with the drawings, specifications and instructions of the EIC. Such inspection and supervision shall not relieve the Contractor from any of his obligations towards use of material, workmanship, sequence of working and completion of project as per the stipulated period.

16.3) On receipt of the LOI or Work Order whichever is earlier the Contractor shall furnish to the Company, for approval, the proposed site setup with list of Engineers, Supervisors and other staff to be deployed by him with their dates of joining.

16.4) The Contractor's Project Manager shall obtain the written approval and instructions from the EIC prior to commencement of any works at site. The PM shall give written advance intimation for approval of all activities including deployment of resources, procurement of materials, etc., shall be given to EIC by PM.

#### **17.0) AWARD / SUBLETTING OF CONTRACT:**

The Company reserves the right to reduce/ award consolidated order or separate orders for one or more parts against above work.

The Contractor will not be permitted to sublet his job in whole or Part without the prior written permission of the Company. The Contractor shall submit to the Company a list of Sub- Contractor, suppliers (not less than three names) for the approval of the Company. The Company may approve all or any of the names or reject all names, which in his opinion do not meet the prerequisite qualifications. The Contractor shall re-submit a fresh list of names for approval. Further in the event that none of the names submitted by the contractor are acceptable to the Company, the Company may suggest names to the Contractor and it shall be binding upon the Contractor to accept the names suggested.

#### **18.0) SITE LOCATION:**

The Contractor must see the site of the work, surrounding locality, local traffic rules, site approaches etc. carefully. No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be provided, improved and maintained by him at his own cost.

#### **19.0) SAFETY REGULATIONS:**

19.1) The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises.

19.2) The Contractor shall indemnify the Company from any consequence arising due to contractor's failure in respect to safety compliance.

19.3) First Aid facilities at easily accessible place shall be provided by the Contractor at his own cost as per provisions of Labour act or as advised by the Company wherever works are carried out.

19.4) All critical injuries shall be reported promptly to the Company. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again.

19.5) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Company.

19.6) The cost so incurred by the Contractor in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the contractor on this account.

19.7) The Contractor shall furnish to the Company within seven days from issue of LOI or Work Order whichever is earlier, for approval of Company, the proposed safety programme on how it intends to implement the safety procedures and precautions to ensure that the site is accident free.

**20.0) CO-ORDINATION WITH OTHER AGENCIES:**

The Contractor shall execute the work in strict consultation with the Company and in co-ordination with other agencies appointed by the Company who will also simultaneously execute the components of work allotted to them.

The Contractor at his own cost shall also extend their site facilities, plant and equipments on written request of the Company/ EIC for use by other contractors appointed by the Company.

**21.0) MAINTENANCE OF WORK:**

The Contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing-over of completed portion of the work is required, the provisions mentioned herein will apply to each phase.

**22.0) TESTING OF MATERIALS:**

All materials received at site shall be accompanied by the Test certificate of the manufacturer. The Engineer-In-Charge reserves the right to instruct any material to be further tested in an approved laboratory for which the Contractor shall make no additional claims. Where ever test requirements are not specified in the specifications relevant IS code of practice shall govern.

**23.0) STATUTORY OBLIGATIONS:**

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour. Broadly, the compliance shall be as detailed in **ANNEXURE I** enclosed.

Before issue of Work order, it would be mandatory for the Contractor to furnish the company the permanent PF code no, ESI registration, registration under W.C.T Act.

**24.0) MEASUREMENT OF WORK:**

Unless specifically mentioned elsewhere, the work shall be measured for payment as per the provisions of IS 1200.

**25.0) GENERAL CONDITIONS:**

25.1) No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work resulting in contractors' labour or equipments being rendered idle due to any cause at any time.

25.2) The LOI followed by Work Order shall supersede all other correspondence and conditions of contract if furnished earlier in the event of any ambiguity.

25.3) If the Contractor needs to carry out any work or rework due to change in drawings or structural consultants instructions, the Contractor shall take the prior permission of the Company/ EIC before commencing such works. The Contractors quoted price shall include such rework or incidentals due to quantity variation, or methodology to carry out the works, wherever required and shall not be entitled for any extra payment or extension of time.

25.4) The Company reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work delay in the progress of work by the Contractor as agreed upon. The decision of the Company in this regard shall be final and binding.

25.5) The Contractor agrees to abide by other terms and conditions stipulated by the Company from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.

**26.0) INSURANCE:**

The Contractor at its own cost shall also arrange, secure and maintain the following insurance covers: -

**26.1) WORKMEN COMPENSATION:**

The Contractor shall take insurance policy under the Workman Compensation Act to cover such workers, who are not covered under ESI and PF by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Engineer-In-Charge. This insurance policy shall be kept valid at all times. In case there are no workers involved other than those who are covered under ESI and PF by the Contractor, the Contractor shall certify for the same.

The Contractor shall keep the Company indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the Contractor/sub-Contractor/sub-agent in carrying out the job involved under this order and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.

The Company shall be entitled to deduct any money due to or to become due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provisions of this clause.

**26.2) THIRD PARTY INSURANCE**

Before commencing the execution of the work the Contractor shall insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the permanent work or temporary work or in carrying out of this work order.

**27.0) TERMINATION OF CONTRACT:**

If in case the Contractor;

a) becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Contractor is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Contractor takes or suffers any other analogous action in consequence of debt.

b) Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.

c) In the judgment of the Company, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



For the purpose of this Sub-clause

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of Company and includes collusive practice among tenderers (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.

- d) Has abandoned or repudiated the Contract
- e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Company to proceed.
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
- g) Refuses or is unable to provide sufficient materials services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Company that the Contractor can attain completion of the Facilities by the time for completion.

Then Company may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice then Company may terminate the Contract forthwith by giving a notice of termination to the Contractor.

In case, Contractor fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at contractors’ risk and cost, the same shall be recovered from the amount payable to the Contractor.

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Company reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case the Company shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

## **28.0) SETTLEMENT OF DISPUTES/ ARBITRATION:**

**28.1)** to the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

## **29.0) QUANTITIES IN THE BOQ:**

Company reserves the right of deletion of any item in full or in part or to reduce, increase or to modify the Scope of Work. The rates quoted by the Contractor shall remain firm even if there are any variations in the quantities mentioned in the Bill of Quantities, or due to any idling of resources due to non-availability of fronts, details, etc.

## **30.0) VARIATIONS AND EXTRA ITEMS**

30.1) The Contractor shall carry out and complete the works in every respect in accordance with this  
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Contract and In accordance with the directions and to the satisfaction of the Engineer in charge.

30.2) The Engineer In Charge may, at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are herein after referred to as "EIC's Instructions" in regard to:

- a) The variation or modification of the design, quality, specification or quantity of works or the omission or substitution of any work.
- b) The timing or sequencing of work.
- c) Any discrepancy between the drawing and / or the Bill of Quantities and / or Specifications.
- d) The removal from the site of any materials/ equipment/ resources brought thereon by the Contractor and the substitution of the same thereof.
- e) The Execution of additional works of any kind necessary of the completion of the work.
- f) The removal and /or re-execution of any works executed by the Contractor.
- g) The substitution from the site of the works of any person employed there upon.
- h) The amending and making good of any defects under clause "Defects Liability"
- i) The opening up for inspection of any work covered up.
- j) Changes in lines, levels, positions and dimensions of any part of the Work.

30.3) The Contractor shall forthwith comply with and duly execute any work comprised in such EIC's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his supervisor upon the works by the Engineer In Charge shall if involving a variation be confirmed in writing by the Contractor within seven days and the Engineer in charge's written approval is obtained.

30.4) If compliance with the Engineer In Charge's Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the EIC shall pay to the Contractor the cost of the said work as an extra to be valued and as hereinafter provided.

30.5) No such variation shall in any way vitiate or invalidate the Contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the final certification.

30.6) No such variations shall be carried out by the Contractor without instructions, in writing from the Engineer in charge. If no instructions in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. If the Engineer in charge shall consider it desirable to give any instructions verbally, the Contractor shall comply with such an instruction and any confirmation in writing of such verbal instruction given by the Engineer in charge whether before or after the carrying out of such work, shall be deemed to be an instruction in writing within the meaning of this clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer in charge and such confirmation shall not be contradicted in writing within 30 days by the Engineer in charge, it shall be deemed to be an instruction in writing by the Engineer in charge.

30.7) all extra or additional work done on the instructions of the Engineer In Charge shall be valued at the rates and prices set out in the Contract. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between Company and the Contractor as per the following, in the order of preference:

(i) The rate shall be derived from any one of the quoted rates for similar items of work in the tender.

(ii) In case similar items are not available in the tender, then rates shall be worked out as per the following:

- a) The direct cost of labour including indirect charges thereon. The labour components shall be computed wherever possible from the related BIS Codes and the quantity of materials to be based on consumption factor as per standard norms or as accepted by the EIC.
- b) The material cost inclusive of taxes, levies, fees, duties etc. as delivered to the site. Proof of cost in form of an invoice to be submitted along with the extra work claim along with other working documents.

c) The Plant & Equipment cost inclusive of hire charges of plant & equipment and operational charges as per standard norms or as accepted by the EIC.

d) In addition the Contractor shall be entitled to payment towards overheads and profit.

30.8) In cases where the items of works are not accepted as complete, or not fully in accordance with the Specification, the Engineer in Charge shall make payments of such items at such reduced rates, as he may consider reasonable in approval of Interim Bills and the Final Bill.

30.9) In all cases the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the Engineer in Charge. The Engineer in Charge on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

30.10) The quantities of the various kinds of work to be done and materials to be furnished under this Contract as listed in the Bill of Quantities are estimated and approximate only and shall be subject to re-measurement upon completion. The Contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth in the Bill of Quantities.

30.11) The rate/ prices quoted by the Contractor in the Bills of Quantities shall be firm irrespective of any variation in the quantities of individual items of work and / or in the Total Contract Sum.

### **31.0) EXECUTION OF ADDITIONAL WORKS**

The Contractor shall be bound to carry out any items of work necessary for the completion of the works even though such items may not be part of his offer. Such work shall be instructed in writing by the Engineer in Charge and formal amendment to the work order.

### **32.0) FORCE MAJEURE**

If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or earthquake or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances provided that :

a) The non-performing party shall give the other Party prior written notice describing particulars of the inability including but not limited to the nature of occurrence with its expected duration and the steps which the non-forming parties is taking to fulfil its obligation.

b) Upon receipt of such notice the other party shall discuss the matter with the non- performing party with a view to helping the non-performing party to fulfil its obligations. This clause does not envisage financial assistance.

c) If in any event the Force Majeure situation continues for a period of three weeks both the parties shall meet again and discuss whether the Contract can be amended to overcome the Force Majeure situation so the Project can proceed further.

Notwithstanding anything contained to the contrary it is clarified that economic hardship, non-availability of material, labour and transport shall not constitute Force Majeure. The overall responsibilities and obligations of the parties shall not be excused by reasons of Force Majeure situation.

Notwithstanding the above if the Force Majeure continues for a period of three months or more in that event without prejudice to the rights of the parties, the Company shall have the right thereafter to terminate this contract.

### **33.0) INDEMNITY:**

Contractor shall indemnify and save harmless Company against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

33.1) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.

33.2) any act or omission of contractor or its employees or agents.

33.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by Company or any other third party at site including adjoining neighbors.

33.4) Contractor shall at all times indemnify Company against all liabilities to other persons, including employees or agents of Company or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

#### **34.0) DRAWING FOR APPROVAL**

34.1 The scope of the work of the successful tenderer shall cover submission of drawing and data for each of the ETP and as per General condition of contract and technical specification.

#### **35.0) DRAWING TO BE SUBMITTED BEFORE DISPATCH OF THE MATERIAL**

The successful tenderer shall submitted one set of tracings and Two (02) sets of prints drawings.

#### **36.0) TRAINING OF PERSONNEL**

36.1 The successful tenderer shall arrange for the training of a reasonable number of the purchaser's technical personnel in shops manufacturing the equipment and in plants where equipment similar to those covered in the tender documents is in operation. The number of such personnel and the period of training will be mutually agreed upon. The traveling and living expenses of the trainees will be borne by the purchaser.

#### **Annexure - I**

The Contractor must submit the following to Engineer-In-Charge before commencement of work:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) PAN No.
- f) Work Contract Tax/VAT Registration Number.
- g) Labour License under Contract Labour Act (R & A) Act 1970 (All Engineer-in-charge responsible for execution of the job should obtain a copy of Labour License as per guidelines of HR department before start of the work by the contractor.)

The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) Salary/ Wages to be distributed in presence of representative of Company's representative not later than 7th of each month.
- d) To maintain Wage-cum-Attendance Register.
- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time Limits specified under the respective Acts.
- g) Workman Compensation Policy. (If applicable)
- h) Labour license before start of work. (If applicable)

**SECTION-IV: BILL OF QUANTITY**

**Sub: SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT TREATMENT PLANT**

<b>Requirement</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Delivery Schedule</b>
1	Effluent Treatment plant: Flow: 3000ltrs/hr Size of the equipment SBF: 12' x 30' with interconnection in U PVC piping, Mono Block Pump, capacity: 1HP (single phase)	1 nos	Completion within 3 months
2	Installation, commissioning, Testing including civil/electrical etc	1 nos	
3	Additional 5 year comprehensive AMC cost after completion of 5 years comprehensive warranty	5 Years	
4	Per Month ETP operation charges (optional)	1 Month	

**SECTION-V: FORMATS**

**TENDER NOTIFICATION FOR**  
**SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT**  
**TREATMENT PLANT:**

**NIT: CMC/BY/19-20/RB/VKS/29**

**DATED : 19.06.2019**

**Annexure -I**

**BID FORM**

To  
Head of the Department  
Contracts & Materials  
BSES Yamuna Power Ltd  
BSES Building, Karkardooma  
New Delhi- 110032  
Sir,

1. We understand that BSES Yamuna Power Ltd is desirous of carrying out ..... In its license distribution network area in Delhi.
2. Having examined the Bidding Documents for the above named works, we the Undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical 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 undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest, or any bid you may receive.
8. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 20....  
Signature..... In the capacity of .....  
.....duly authorized to sign for and on behalf of  
(IN BLOCK CAPITALS) .....



**BIDDER DETAILS FORM**

**Offer No.:** .....

**Date:** .....

To,

Head Contract and Material  
BSES YAMUNA POWER LIMITED  
3<sup>rd</sup> Floor "A" Block, Shakti Kiran Building,  
Delhi-110032 (INDIA).

Dear Sir,

**In response to your Tender No. CMC/BY/19-20/RB/VKS/29 dated 19.06.2019 for Supply, Development, Installation and Testing of Effluent Treatment Plant for Transformer Work Shop for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.**

1. Bidder Name : .....
2. Website Address : .....
3. Email Address : .....
4. Address for Communication : .....
- .....
- .....
5. Telephone Number : .....
6. Fax/Telefax Number : .....
7. Authorized Person - Name : .....
- a. Designation:.....
- b. Mobile No. : .....
- c. Email-ID : .....
8. Alternate Authorized Person -Name : .....
- a. Designation:.....
- b. Mobile No. : .....
- c. Email-ID : .....
9. PAN Number : .....
10. TIN Number : .....
11. Service Tax Regn. No. : .....
12. ECC Number : .....

13. GST Number : .....

14. Particulars of EMD

- a. Amount : Rs. ....
- b. Mode of Payment (BG) : .....
- c. BG No. : .....
- d. Date : .....
- e. Name of the Bank : .....
- f. Address of the Bank : .....
- g. Validity of BG : .....

15. Particulars of Tender Fee

- a. Amount : Rs. ....
- b. DD No. : .....
- c. Date : .....
- d. Name of the Bank : .....
- e. Address of the Bank : .....

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2015-2016		
2016-2017		
2017-2018		
<b>Average Turnover</b>		

17. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client.

Description of the Work/ Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

18. Following Documents are submitted to substantiate other eligibility criteria.

- i) .....
- ii) .....
- iii) .....

**DECLARATION**

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our Knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains ..... No. of pages including all Annexure and Enclosures.

Place:  
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

**Annexure -II**

**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 Yamuna Power Ltd., with it’s Corporate Office at BSES Shakti Kiran Building Karkardooma, New Delhi - 110032 ,(herein after called —the Purchaser“)in the sum of Rs.

.....(Rupees.....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this\_\_\_\_ day of\_\_\_\_\_ 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/Terms and conditions;

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

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

(Stamp & signature of the bank)

Signature of the witness

**Annexure -III**

**PRICE FORMAT**

**Tender No: CMC/BY/19-20/RB/VKS/29**

**Dated: 19.06.2019**

S. N	PRODUCT DESCRIPTION	ITEM DESCRIPTION	Qty	UOM	EX-WORKS PRICE/PC	FREIGHT	GST%	GST AMOUNT	LANDED RATE/PC	TOTAL COST IN (INR)
1	Effluent Treatment plant	Flow: 3000ltrs/hr Size of the equipment SBF: 12' x 30' with interconnection in U PVC piping, Mono Block Pump, capacity: 1HP (single phase)	1	EA						
2	Service	Installation, commissioning, Testing including civil/electrical etc	1	EA						
3	Service	Additional 5 year comprehensive AMC cost after completion of 5 years comprehensive warranty	5	Years						
4	Service	Per Month ETP operation charges (optional)	1	Month						

Note:

1. Prices shall be Firm
2. The prices received without break up of ex-works, Freight, GST 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-IV**  
**FORMAT OF COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	90 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	<b>Supply:</b> 70% payment shall be made within 30 days from the date of receipt of material at store/ site and 30% within 30 days from the date of installation & Successful commissioning. <b>Installation:</b> 100% within 30 days from date of Installation & Successful commissioning.	
4	Delivery schedule	Completion Within Three month from the Date of ordering/LOI and Supply within 01 month from the date of LOI/order	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value (ex-work value) of undelivered units	
	Performance Bank Guarantee	5% of total PO value (ex-work value) valid for 60 months after commissioning or 66 months from the last date of despatch, whichever is earlier plus 3 months towards claim period	

**Annexure-V**

NIT NO & DATE : ..... DT: .....

**NO DEVIATION SHEET**

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

**SIGNATURE & SEAL OF BIDDER**

**NAME OF BIDDER**

**Note:** The bidder has to mention all technical deviations in his offer which from the Technical Requirement of this tender in above format. Deviations not mentioned in above but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our technical requirement without deviation.

**ANNEXURE -VI**

**SELF-DECLARATION FORM**

**Tender No: CMC/BY/19-20/RB/VKS/29**

**Dated: 19.06.2019**

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debaring actions against us for any default in supply of material/ equipment or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation/ cancellation/ termination without any notice at the sole discretion of the purchaser.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

(This form shall be duly signed by the bidder & submitted along with the original copy of the bid.)



**QUALIFICATION CRITERIA**

**Annexure - VII**

<b>S. no</b>	<b>Qualification Criteria</b>	<b>Description by bidder with qualifying the fulfillment</b>	<b>Documentary Evidence attached page no. detail</b>
1	The bidder must be a manufacturer of Equipments.		
2	The Bidder shall either themselves manufactures of the equipment offered or accredited representatives of such manufacture in India or of their principals abroad with whom they may be having collaboration. Such accreditation should be atleast of one year preferably as on date of tender. (Authority letter from the manufacturer on their letterhead shall attach along with Bid).		
3	The bidder may be authorized dealer of any manufacturer meeting the eligibility criterion. (Authority letter from the manufacturer on their letterhead shall attach along with Bid).		
4	Bidder should have experience in supply at least 01 Nos of same equipment to reputed organization or electricity boards/undertaking. In this support, copies of major purchase orders and performance certificate from the organization shall enclose.		
5	Bidder should have fulfilled all statutory compliances like PF, ESI registration, if applicable.		
6	Firms who are debarred/blacklisted in other utilities in India will not be considered.		
7	Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard.		
8	Equipment offered should carry on-site comprehensive warranty support for Five year from OEM covering parts, labour and on-site repair.		

The manufacture should send the compliance of above-mentioned parameters in technical offer and has to give an under about no objection to verify his manufacturing facility as a part of tender process.

**SECTION - VI**  
**TECHNICAL SPECIFICATION (TS)**

**SUPPLY, DEVELOPMENT, INSTALLATION AND TESTING OF EFFLUENT  
TREATMENT PLANT:**

**NIT: CMC/BY/19-20/RB/VKS/29**

**Dated: 19.06.2019**

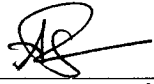


<b>Technical Bid Submission Check List</b>			
<b>S. No.</b>	<b>Description</b>	<b>BYPL Requirement</b>	<b>Bidder's Compliance</b>
<b>1</b>	<b>Tender No.</b>	Required	
<b>2</b>	<b>Technical Specification reference number</b>	Required	
<b>3</b>	<b>Communication Details</b>		
3.1	Name of the Bidder	Required	
3.2	Name of Authorized contact person	Required	
3.3	Contact No. of Authorized contact person	Required	
3.4	E-mail id of Authorized contact person	Required	
<b>4</b>	<b>Document Submission Format</b>		
4.1	Documents shall be submitted in Box file/spiral binding. Any other format is not acceptable	Required	
4.2	Index of documents with page numbers for each document	Required	
4.3	Separator with document description shall be provided before each document	Required	
<b>5</b>	<b>Qualifying Requirement Compliance</b>		
5.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required	
5.2	Detailed Documents supporting compliance of qualifying criteria	Required	
<b>6</b>	<b>Drawings/ Documents as per Technical Specification</b>		
6.1	Signed copy of technical specification	Required	
6.2	Type Test reports of offered model/ type/ rating	Required	
6.3	Guaranteed Technical particulars (GTP)	Required	
6.4	Deviation Sheet	Required	
6.5	Detailed Drawings	Required	
6.6	Manufacturer's quality assurance plan	Required	
6.7	Other drawing/ documents mentioned in technical specification	Required	
<b>7</b>	<b>Soft copy of complete technical bid in pen drive</b>	Required	
<b>Note: Submission of Technical bid checklist along with all items mentioned in the checklist is mandatory. Order of documents shall be strictly as per the technical bid checklist. Bids with incomplete/ wrong information are liable for rejection.</b>			

**CHECK LIST**

Sno	Item Description	Yes/No
1	INDEX	Yes/no
2	COVERING LETTER	Yes/No
3	Bid FORM (UNORICED) DULY SIGNED	Yes/no
4	Bill of Material (UNPRICED)	Yes/No
5	TECHNICAL BID	Yes/no
6	ACCEPTANCE TO COMMERCIAL TERM AND CONDITIONS	Yes/No
7	FINANCIAL BID (IN SEALD ENVELOPE)	Yes/no
8	EMD IN PRESCRIBED FORMET	Yes/No
9	DEMAND DRAFT OF ₹ 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	Yes/No
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No

**TECHNICAL SPECIFICATION**  
**FOR**  
**EFFLUENT TREATMENT PLANT (ETP)**

BSES YAMUNA POWER LTD.

Prepared by	Amardeep Singh/ Krishan Kumar		Date	20.05.2019
			Revision	R0
Approved by	Pradeep Lohani		No of Pages:	8

**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

**Contents**

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<b>2.0 STANDARDS &amp; CODES.....</b>	<b>3</b>
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**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

**1.0 SCOPE OF SUPPLY**

The scope of supply includes the following-

1.1 Design, Engineering, Manufacture, Assembly, Inspection and Testing at manufacturer's work before dispatch, packing and delivery of material to BSES stores and submission of documents to purchaser

1.2 Any accessories / hardware required for installation and operation of the distribution box.

**2.0 STANDARDS & CODES**

Materials, equipment and method used in the manufacturing of meter shall conform to the latest edition of following standards-

Sl no.	Standard	Title Of The Standard
1	DPCC document	Refer sr. no. 232 Orange category for hazardous items

**3.0 SERVICE CONDITIONS**

Distribution Boxes to be supplied against this specification shall be suitable for satisfactory operation under the following conditions-

Sl.no	Parameters	Requirements
i.	Peak ambient temp.	55°C
ii.	Min ambient temp. in shade	45°C
iii.	Max.average ambient temp in 24 hours period in shade	40°C
iv	Min ambient temp.	(-)5°C
v	Max. temp. attainable by an object exposed to sun	70°C
vi	Max. relative humidity	95%
vii	Average number of thunder storm days per annum	40

**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

Sl.no	Parameters	Requirements
viii	Average number of rainy storm days per annum	120
ix	Average annual rainfall	1250mm
x	No of months of tropical monsoon condition	4 months
xi	Max. wind pressure	150kg/m <sup>2</sup>
xii	Altitudes	Not exceeding 1000mtrs

**6.0. INSPECTION & TESTING**

Sl.no	Test	Details
6.1	Acceptance tests	Sample submission in DPCC lab and sample to be passed by the vendor from DPCC lab of parameters mentioned in below table

S.no.	Parameter	Govt. Norms Minimum Requirement
1	Ph	6-9
2	Oil & grease	<5mg/ltr
3	Suspended solids	<100mg/ltr
4	Biochemical Oxygen demand (BOD)	<30mg/ltr
5	Chemical Oxygen demand (COD)	<100mg/ltr
6	Arsenic	<0.2mg/ltr
7	Mercury	<0.01mg/ltr
8	Lead	<0.1 mg/ltr
9	Others	Cadmium/Iron/Ammonia/Nicole/Zinc etc

**Corporate office: BYPL, Shakti Kiran Building, Karkardooma, New Delhi- 92**



**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

**7.0. SHIPPING, HANDLING & SITE SUPPORT**

Sl.no	Parameters	Details
7.1	Packing Protection	Against corrosion, dampness, heavy rains, breakage and vibration
7.2	Packing for accessories and spares	Robust non returnable packing case with all the above protection & identification Label
7.3	Packing Identification Label	On each packing case, following details are required
7.3.1	Individual serial number	
7.3.2	Purchaser's name	
7.3.3	PO number (along with SAP item code, if any) & date	
7.3.4	Equipment Tag no. (if any)	
7.3.5	Destination	
7.3.6	Manufacturer / Supplier's name	
7.3.7	Address of Manufacturer / Supplier / it's agent	
7.3.8	Month & year of Manufacturing	
7.3.9	Case measurements	
7.3.10	Gross and net weights in kilograms	
7.3.11	All necessary slinging and stacking instructions	
7.4	Shipping	The seller shall be responsible for all transit damage due to improper packing
7.5	Handling and Storage	Manufacturer instruction shall be followed
7.6	Detail handling & storage instruction sheet / manual to be furnished before commencement of supply	

**8.0. DOCUMENT SUBMISSION**

The seller has to submit the following documents along with bid:

**Corporate office: BYPL, Shakti Kiran Building, Karkardooma, New Delhi- 92**

**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

Sl.no	Parameters
8.1	Completely filled GTP as per clause 9.0 of this specification
8.2	Detailed reference list of customers using the offered product during the last 3 years with similar design and rating
8.3	GA / cross sectional drawing of ETP showing all the views / sections / parts
8.4	Manufacturer's quality assurance plan and certification for quality standards
8.5	Deviation Sheet List of deviations shall be stated in writing with the tender by reference to the Specification clause / GTP/ Drawing. In absence of such a statement, requirements of the Specification shall be assumed to be met without exception by the vendor

**9.0. ANNEXURE - A: GUARANTEED TECHNICAL PARTICULARS**

Sl no.	Particulars	Requirement of BSES	Offered by Vendor
1	ST. Steel Bar Screen	<ul style="list-style-type: none"> <li>Function -- To Screen Heavy Floating Particles Like Leafs/Paper/Cloth etc.</li> <li>Dimensions -- 400x600x400 Depth</li> <li>Const. -- Civil</li> </ul>	
2	Mud Trap	<ul style="list-style-type: none"> <li>Dimensions -- 400X400X600 Depth</li> <li>Const. -- Civil</li> </ul>	
3	Oil & Grease Trap	<ul style="list-style-type: none"> <li>Function -- To Separate Oil &amp; Grease</li> <li>Dimensions -- 750 X 1500 X 1000 depth</li> <li>Chambers -- 3</li> <li>Const. -- Civil</li> </ul>	
4	Effluent Collecting Pit	<ul style="list-style-type: none"> <li>Plant Capacity -- 20000 ltr/day</li> <li>Underground collecting pit capacity: 20000 ltrs</li> <li>Dimensions -- 2000x3000x2000 Depth</li> <li>Const. -- St. steel-304, Civil</li> </ul>	
5	Discharge Pump	<ul style="list-style-type: none"> <li>Power Load -- 2kW</li> <li>Make -- Crompton/ Kirlosker / Eqvt.</li> </ul>	
6	Aeration Pump	<ul style="list-style-type: none"> <li>Function -- To Provide Air To Effluent Collecting Pit &amp; ETP</li> <li>Type -- Twin/Tri Lobe</li> <li>Power Load -- 3 HP</li> </ul>	

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**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

Sl no.	Particulars	Requirement of BSES	Offered by Vendor
7	Modular Type ETP System	Dimensions -- 1200x2500x2500 Const. -- St. steel Complete With -- Tube Settling Media Other -- As Per Offer	
8	Dosing Tanks	Capacity -- 100 Ltr Each Const.--PVC Qty -- 2nos	
9	Interconnecting pipes & fittings	Qty -- 1 set	
10	Civil work	Construction Of Pit -- Complete evocation & masonry work Capacity -- 1M 3 C for Mud trap Top -- Covered With Concrete Slabs & Man Hole For Cleaning Purpose Other -- Civil Works required for this project Const. of Drain line Construction of drain to interlink the Existing drains & connect with the rain water pit.	

**10.0. Scope of Works**

- I. Design and submission of drawings
- II. Design of civil tanks -- structures and preparation of RCC structural drawings, civil BOQ etc. All civil works including grading / leveling of site foundations, building drains, pipe and underground cable trenches, grouting, platforms and staircase for equipment pipe supports, inserts, puddle pipes, structural supports for air grids & pipes.
- III. Unloading and safe storage of equipment at site.
- IV. Lightening protection.
- V. Operation & Maintenance of the plant.
- VI. Commissioning consumables, chemicals, lubricants etc. to be provided for next 6 months
- VII. Supply of all the mechanical equipment
- VIII. Supply of required electrical control panel and mounted on wall
- IX. Erection of all the Mechanical equipment of ETP
- X. Trial running and commission of the plant.
- XI. ETP system shall be covered with tin shed

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**TECHNICAL SPECIFICATION FOR EFFLUENT TREATMENT PLANT (ETP)**

- XII. The sampling point will be provided at treated water discharge point
- XIII. Operator persons appointed by BSES will be given proper training to operate the system
- XIV. All sludge will dispose off as per DPPC rules. NOC/Approval from Statutory Bodies.
- XV. System will fulfil norms to disposal of effluent to public drain (As per DPCC/CPCB)

S.no.	Parameter	Govt. Norms Minimum Requirement
1	Ph	6-9
2	Oil & grease	<5mg/ltr
3	Suspended solids	<100mg/ltr
4	Biochemical Oxygen demand (BOD)	<30mg/ltr
5	Chemical Oxygen demand (COD)	<100mg/ltr
6	Arsenic	<0.2mg/ltr
7	Mercury	<0.01mg/ltr
8	Lead	<0.1 mg/ltr
9	Others	Cadmium/Iron/Ammonia/Nicole/Zinc etc