

NOTICE INVITING TENDER (NIT)

FOR

**TURNKEY PACKAGE FOR SUPPLY, INSTALLATION,
TESTING & COMMISSIONING (SITC) OF 11 kV
SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER
FOR HVDS NETWORK**

**NIT NO: CMC/BY/23-24/RS/SkS/SV/25
[RFx Number: 2200000000]**

Due Date for Submission: 04.09.2023, 14:00 HRS

**BSES YAMUNA POWER LIMITED (BYPL)
CONTRACTS & MATERIALS DEPT.,
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032
CIN: U40109DL2001PLC111525
WEBSITE: www.bsesdelhi.com**

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BIDDERS

VOLUME – I: INFORMATION TO BIDDER (ITB)

| | | |
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SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as "BYPL") invites sealed tenders in two envelopes from reputed manufacturers.

| Sl. No. | Tender Description | Estimated Cost (₹) | Cost of EMD (₹) | Delivery at |
|---------|--|--------------------|-----------------|-------------------------|
| 1 | TURNKEY PACKAGE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF 11 kV SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER FOR HVDS NETWORK | 0.80 Crore | 1.60 Lakh | Delhi Store(s)/ Site(s) |

The bidder must qualify the requirements as specified in clause 2.0 stated below.

All envelopes shall be duly superscribed "**BID FOR TURNKEY PACKAGE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF 11 kV SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER FOR HVDS NETWORK**" "NIT NO: CMC/BY/23-24/RS/SkS/SV/25 [RFx Number: 2200000000] DUE ON 04.09.2023, 14:00 Hr."

The Bid shall be submitted in two (02) parts. Details of the part are as follows

Part A – Techno Commercial Bid

Part B – Price Bid

- 1.1. The tender document can be obtained from the address given below against submission of a non-refundable demand draft of ₹ 1,180/- drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of the requisite amount through IMPS/ NEFT/ RTGS. The tender document is also available for download from the website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders**

In case the tender is downloaded from the above website, then the bidder has to enclose a demand draft or online transfer of the requisite amount through IMPS/ NEFT/ RTGS covering the cost of bid documents.

- 1.2. Bids will be received up to **04.09.2023, 14:00 Hr.** at the address given below.
Part A of the Bid shall be opened on **04.09.2023, 16:00 Hr.**

Part B of the Bid will be opened in case of Techno-Commercially Qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd
Reception, Ground Floor
Shaktikiran Building, Karkardooma
Delhi 110032**

- 1.3 BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of the following:

a) Tender is received after the due date and time.

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Bidders seal & Signature

- b) Tender fee of requisite value is not submitted.
- c) Earnest Money Deposit (EMD) of requisite value & validity is not submitted in the shape of a Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through IMPS/NEFT/RTGS.
- d) Price Bid as per the Price Schedule mentioned in Annexure-I.
- e) Incomplete Bids.
- f) Necessary documents against compliance to Qualification Requirements mentioned in Section 1 Clause 2.0 of this Tender Document.
- g) Complete documents/details are not enclosed as per the Technical Bid Submission Checklist at ANNEXURE – 1.10.
- h) Filled in Schedule of Deviations as per Annexure.

2.00 QUALIFICATION CRITERIA

The prospective bidder must qualify for all of the following requirements and shall be eligible to participate in the bidding who meets the following requirements and management has a right to disqualify those bidders who do not meet these requirements.

2.01 Technical Criteria:

| SI No. | Criteria | Documents to be submitted by the bidder |
|--------|--|--|
| 1 | The bidder should be the OEM of offered Circuit Breakers having its manufacturing facility in India for the last 5 years. Or The Bidder shall be an authorized channel partner of OEM. If the Bidder is an authorized channel partner of OEM, a letter of authorization from OEM shall be submitted along with the bid. Also, such bidder shall submit a backup warranty from OEM along with bid on NIT terms & conditions. | i. OEM Manufacturing and factory incorporation certificate / Undertaking ii. Authorization & backup warranty from OEM (If applicable) iii. The details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished by OEM. |
| 2 | The Bidder should have supplied at least 50 Nos of circuit Breakers in last 5 years from the date of bid opening to any utility/SEB/Government Organisation/Reputed Company | i. Summary list of executed Purchase orders (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.06) ii. Purchase order copies iii Material delivery clearance certificate copy or Invoice Copies or Delivery completion/ Performance certificate |
| 3 | Performance certificate of Circuit breakers with offered or higher rating from two organizations. Out of the two, one performance certificate should be issued by Utility/SEB/Government Organisation. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of | Performance Certificates (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.06) |

| | | |
|---|--|---|
| | performance certificate issued by any third organization. | |
| 4 | The bidder should have servicing, repairing, testing & refurbishment facility in INDIA with necessary spares and testing equipments for providing prompt after-sales service for Breaker. In case of authorized channel partner undertaking from OEM is also required as a backup to provide after-sales services. | Relevant Details/Certificates/ Undertaking (Details of the set-up available shall be brought out in the offer. the bidder shall also submit an undertaking along with the bid confirming the infrastructure details submitted) |
| 5 | The bidder should have manufacturing capacity of minimum 10 nos. circuit breakers per month. | Installed Manufacturing Capacity (duly certified by the CE/CA/DIC/Self-Undertaking/ Government Organisation/others) |
| 6 | The Bidder must possess valid ISO 9001:2015 certification or above | Valid copy of Certification |
| In case the bidder is an authorized channel partner of OEM, then documents of OEM can be furnished by the bidder against above points no 1 to 6. | | |

2.02 **Commercial Criteria:**

| SI No. | Criteria | Documents to be submitted by the bidder |
|--------|--|--|
| 7 | Bidder should have an Average Annual Sales Turnover of Rs 2 Crores or more in the last three (3) Financial Years (i.e., FY 2019-20, 2020-21 & 2021-22). | Balance Sheet / Duly certified CA certificate to be submitted |
| 8 | The Bidder shall submit an undertaking that "No Litigation" is pending with the BYPL or its Group/Associates Companies as on the date of bid opening. | Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.05) |
| 9 | An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening. | Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.05) |
| 10 | The bidder must have a valid PAN No. and GST Registration Number, in addition to other statutory compliances. The bidder must submit a copy of registrations and submit an undertaking that the bidder shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work. | Relevant Statutory Documents Copy/ Self Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.05) |

Notwithstanding anything stated above, BYPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

3.00 BIDDING AND AWARD PROCESS

Bidders are requested to submit their offer strictly in line with this tender document. Normally, the deviations to tender terms are not admissible and the bids with deviations are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still, in case

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of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the "Annexure - Schedule of Deviations" and the same shall be submitted as a part of the Technical Bid.

3.01 BID SUBMISSION

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

BSES will out carry out E-Procurement through its e-procurement portal (<https://srmpdportal.bsedelhi.com:50001/irj/portal>).

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com,
2. Mr Sumit Verma, E-mail: sumit.ra.verma@relianceada.com, with your details as per below:

a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available):

b) Contact Person's Name:

c) Contact Person's Designation:

c) Contact Person's Mobile No.:

d) Contact Person's email id:

e) Also attach a valid copy of Power of Attorney in favour of mentioned Contact Person for being authorized to receive user id and password on behalf of your organization.

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

Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-procurement site. May please refer to the user manual available at <https://srmpdportal.bsedelhi.com:50001/irj/portal> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible. However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission.

Please mention our NIT Number: - on the Tender and drop the same in our Tender Box placed at: **BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032**

The bids and the outer envelope shall be addressed to:

Head of Department

Contracts & Materials Deptt.

BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032

Kindly Note:

- Bidder has to ensure that tender is dropped in the correct box designated for tender submission only.
- BYPL shall not be responsible for any wrong placement of tender documents by the bidder.

PART A :: TECHNICAL BID comprising of the following:

| Sr. No | Descriptions | Type of Documents |
|---------------|---|---|
| 1 | Tender Fee - Demand Draft (Rs.1180/-) (Incl GST) | Non-refundable demand draft or online transfer of the requisite amount through IMPS/ NEFT/ RTGS for Rs 1180/- in case the forms are downloaded from the website |
| 2 | EMD | In the prescribed stamp paper & format enclosed at ANNEXURE – 1.01 |
| 3 | Power-of-Attorney | In the standard stamp paper & format |
| 4 | Cover Letter | Standard Format |
| 5 | Index for Part-A (Technical Bid) | In the prescribed format enclosed at ANNEXURE – 1.09 |
| 6 | Technical Bid Submission Check List | In the prescribed format enclosed at ANNEXURE – 1.10 |
| 7 | PQR Compliances | Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00 |
| 8 | Signed Tender document | Original Tender documents duly stamped & signed on each page as a token of acceptance |
| 9 | Commercial Terms and Conditions | Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc. format enclosed in APPENDIX II |
| 10 | Bid Form (Unpriced) Duly Signed | Duly Signed Bid Form as per enclosed format at ANNEXURE – 1.02 |
| 11 | Acceptance of Reverse Auction | Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at ANNEXURE – 1.03 |
| 12 | Undertakings | Duly signed self-undertakings as per enclosed format at ANNEXURE – 1.05 |
| 13 | Schedule of Deviations | Duly filled and signed as per enclosed format at ANNEXURE – 1.07 |
| 14 | Communication Matrix | Duly filled and signed as per enclosed format at ANNEXURE – 1.08 |
| 15 | Un price Bid Duly Signed | Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT |
| 16 | Technical Details/ Filled in GTP/Drawings | Bidder shall submit duly filled GTP with all Technical documents and Drawings. |
| 17 | Type Test Reports | Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications |
| 18 | Testing Facilities | Bidder shall submit the details of testing facilities available at their works/factory. |
| 19 | Organization Chart & Manpower Details. | Bidder shall submit the details of Organization & Manpower with qualification and experience. |

PART B :: FINANCIAL BID comprising of

- Price strictly in the Format enclosed at VOLUME – II - PRICE BID FORMAT indicating Break up of basic price, taxes & duties, etc.

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3.02 TIME SCHEDULE

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

| S. No. | Events | Due date & Time |
|--------|---|---|
| 1 | Date of availability of tender documents from BYPL Website | up to 04.09.2023, 14:00 Hours |
| 2 | Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the Zoom Meeting link: https://zoom.us/meeting/register/tJYrc-mvpzItGt083_7X0XXsz1K_6_f7qJWs After registering, you will receive a confirmation email containing information about joining the meeting. | 22.08.2023, 15:00 Hours |
| 3 | Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail) | 22.08.2023 up to 17:00 Hours |
| 4 | Last Date of replies to all the pre-bid queries as received | 25.08.2023 up to 18:00 Hours |
| 5 | Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B) | 04.09.2023, 14:00HRS |
| 6 | Date & Time of Opening of PART A – EMD and Technical Bid | 04.09.2023, 16:00HRS |
| 7 | Date & Time of opening of Price/RA of qualified bids | Will be notified to the qualified bidders through our website/e-mail |

Note:- In the event of the last date specified for submission of bids and the date of opening of bids is declared as a closed holiday for the BSES office, the last date of submission of bids and date of opening of bids will be the following working day at the appointed times.

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 cover which shall be submitted before the due date & time specified.

Part – A:: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date.

PART B:: This envelope will be opened internally after techno-commercial evaluation and only of the qualified bidders.

The Bidder has to submit the item-wise price bifurcation in the bid. An unpriced copy must be attached with the Part A (Technical Bid). Reverse Auction will be carried out on individual item-wise rates.

REVERSE AUCTION CLAUSE:: Purchaser reserves the right to use the reverse auction as an optional tool through SAP – SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall

interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format attached ANNEXURE-C.

BIDS RECEIVED AFTER THE DUE DATE AND TIME MAY BE LIABLE FOR REJECTION

4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on the lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place a purchase order/LOI solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by the purchaser (and/or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay the purchaser (and/or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award may be cancelled and BYPL reserves the right to award other suppliers who are found fit.
- 4.04 Rate shall remain FIRM till the validity of the Contract.
- 4.05 Quantity Variation: The purchaser reserves the rights to vary the quantities as per the actual requirements.

5.00 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules before participating. In addition to other remedies available, we reserve 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 & Conditions. Bidders who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace restrict a bidder to the length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

6.00 SUPPLIER CONFIDENTIALITY

All information contained in this RFQ is confidential and shall 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 suppliers are required to return these documents to BYPL upon request.

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

7.00 CONTACT INFORMATION

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by e-mail/post/courier to the following addresses. The same shall not be communicated through phone

| Address | Name/ Designation | E-mail Address |
|--|--|------------------------------------|
| Technical | | |
| CES Dept. 3 rd Floor, B-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032 | Abhishek Vashistha DGM (CES) | abhishek.vashistha@relianceada.com |
| | Puneet Duggal GM (CES) | puneet.duggal@relianceada.com |
| | Gaurav Sharma Addl. VP (HOD-CES) | gaurav.a.sharma@relianceada.com |
| Commercial | | |
| C&M Dept. 3 rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032 | Sumit Verma GM (C&M) | sumit.ra.verma@relianceada.com |
| | Santosh Singh Addl. VP (Head- Procurement) | santosh.kum.singh@relianceada.com |
| | Robin Sebastian VP (HOD-C&M) | robin.sebastian@relianceada.com |

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

1.00 BSES Yamuna Power Ltd, hereinafter referred to as “The Purchaser” is desirous of implementing the various Systems Improvement/Repair & Maintenance works at their respective licensed area in Delhi The Purchaser has now floated this tender for procurement of material notified earlier in this bid document.

2.00 SCOPE OF WORK

The scope shall include Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser’s stores/site, erection & installation, commissioning, handing over to “on turnkey basis”.

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 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 interest.

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

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that the 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 costs associated with the preparation and submission of its Bid and the Purchaser 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 cover letter accompanying Bidding Documents, the Bidding Documents include:

- (a) Request for Quotation (RFQ)
- (b) Instructions to Bidders
- (c) General Terms & Conditions of Contract (T&C)
- (d) Delivery Schedule
- (e) Price Formats & Summary T&C

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- (f) Bid Form
- (g) Acceptance Format – RA
- (h) EMD BG Format
- (i) Vendor code of conduct
- (j) Appendix
- (k) Technical Specifications (TS)

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on web site www.bsedelhi.com and the same will be binding on them.

6.03 To afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum on the website www.bsedelhi.com

6.04 Purchaser shall reserve the rights to the following:

- a) extend the due date of submission,
- b) modify the tender document in part/whole,
- c) cancel the entire tender

6.05 **Bidders are requested to visit the website regularly for any modification/clarification/corrigendum/addendum of the bid documents.**

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied by the required EMD as mentioned in Section-I against each tender.

(c) Tender documents duly stamped and signed on each page by an authorized signatory.

9.0 **BID FORM**

9.01 The Bidder shall submit Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per the attached specification enclosed with the Bidding Documents.

Unpriced "Copy" of the Bid Form and the appropriate Un Price Schedules duly filled in as per the attached format enclosed with the Bidding Documents with TECHNICAL BID Part A.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD amounting to as specified in Section-I. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant forfeiture.

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

- (a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or
- (b) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in Appendix II - **BYPL BANK DETAIL WITH IFSC CODE.**

EMD shall be valid for One Hundred Twenty (120) days after the due date of submission drawn in favour of BSES Yamuna Power Ltd.

The EMD may be forfeited in the case of:

- (a) the Bidder withdraws its bid during the period of specified bid validity
- or
- (b) 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 Supply/Work with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, and Transportation to the site, all in accordance with the requirement of the Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, a breakup of price constituents, should be there.

10.03 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/ Price Variation Clause will be treated as non -responsive and rejected.**

11.0 **BID CURRENCIES**

11.01 Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.

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

13.0 **ALTERNATIVE BIDS**

13.01 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 5.0), must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

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 initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

15.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address

of the Bidder and marking for the Original. The envelopes should be superscribed 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 Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained by the Purchaser.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The Bid must be received by the Purchaser on or before the due date & time of submission.

16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 ONE BID PER BIDDER

17.01 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

18.01 No Bid will be received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 16.0.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid’s due date & time of submission subject to any corrigendum/addendum/modifications in the tender documents uploaded to the website.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. Purchaser may ask for submission of original documents to verify the documents submitted in support of

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qualification criteria.

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

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

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

23.0 **EVALUATION AND COMPARISON OF BIDS**

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

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

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

23.03 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

(a) Delivery 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 the Bidding Documents shall be evaluated. **The Purchaser will make its own assessment of the cost of any deviation to ensure a fair comparison of Bids.**

23.04 Any price adjustments, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 **CONTACTING THE PURCHASER**

24.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

25.0 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order to other bidders in the tender, provided it is required for timely execution of the project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GUARANTEE (PBG)

To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall submit the performance bank guarantee (PBG) equivalent to 10% of the PO value (including GST) valid for a period of 24 months from the date of Commissioning or 30 months from the date of last receipts at site/stores, whichever is earlier plus 3 months claim period.

30.0 CORRUPT OR FRAUDULENT PRACTICES

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behaviour 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 procure t process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at

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artificial non -competitive levels and to deprive the Purchaser 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.

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

31.0 **STATUTORY GUIDELINES & REGULATIONS**

The bidder shall make himself fully aware & familiarize himself with all applicable laws/guidelines/regulations.

32.0 **PRIORITY OF CONTRACT DOCUMENTS**

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- i) Contract Agreement/Purchase Order.
 - (a) Special Conditions of Contract
 - (b) General Conditions of Contract
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings
- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favourable to the company shall govern and the decision of company/BYPL shall be final and binding upon the parties.

APPENDIX I

ANNEXURE – 1.01

(FORMAT FOR EMD BANK GUARANTEE)

(To be issued in a Non-Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [*name of the Bidder*] (hereinafter called the "Bidder") has submitted its bid dated [*date of submission of bid*] for the supply of [*name and/or description of the goods*] (hereafter called the "Bid").

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*], having our registered office at [*address of the registered office of the bank*] (herein after called the "Bank"), are bound unto BSES Yamuna Power Ltd., with its Corporate Office at Shaktikiran Building, Karkardooma, 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 one 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 Hundred 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

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BID FORM

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

1 We understand that BYPL is desirous of procuring..... for it's licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 120 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 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

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

9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 20XX

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS)

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

BSES Yamuna Power Ltd (hereinafter referred to as **"BYPL"**) intends to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the bidder.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation, bid details, etc.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitches, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due to any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the reverse auction event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR Landed Cost basis at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

Signature & seal of the Bidder

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MANUFACTURER AUTHORIZATION FORM
(To be submitted on OEM's Letter Head)

Date:
Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

WHEREAS M/s. *[name of OEM]*, who are official manufacturers of having factories at *[address of OEM]* do hereby authorize M/s *[name of bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by usand to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s *[name of OEM]* shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to our channel partner against this tender.

Yours Sincerely,
For

Authorized Signatory

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UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032

Sir,

We M/s *[name of bidder]*, do hereby undertake that

- *[name of bidder]* has "No Litigation" pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.

Yours Sincerely,

For

Authorized Signatory

| PURCHASE ORDERS EXECUTED LIST IN LAST 5 YEARS | | | | | | | | | | | | |
|---|-------|---------|------------------|-----|--------|----------|------|---------------|--|----------------|--|---|
| S.N. | PO No | PO Date | Item Description | UoM | PO Qty | Supplied | | Customer Name | End User (shall be Utility/ SEB's/ PSU's) name and details | Financial Year | Purchase order copy enclosed at Page no. | Material delivery clearance certificate copy or Delivery completion certificates or Invoice Copies enclosed at Page no. |
| | | | | | | Qty. | Date | | | | | |
| 1 | | | | | | | | | | | | |
| so on.. | | | | | | | | | | | | |
| Total | | | | | Σ | Σ | | | | | | |

| PERFORMANCE CERTIFICATES LIST | | | | | | | | | | | | |
|-------------------------------|-------|---------|------------------|-----|--------|----------|------|---------------|--|----------------|-------------------------------------|---|
| S.N. | PO No | PO Date | Item Description | UoM | PO Qty | Supplied | | Customer Name | End User (shall be Utility/ SEB's/ PSU's) name and details | Financial Year | Performance certificate Issued Date | Performance certificate Copy enclosed at Page no. |
| | | | | | | Qty. | Date | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| Total | | | | | Σ | Σ | | | | | | |

SCHEDULE OF DEVIATIONS

Vendor shall refrain from taking any deviations on this TENDER. Still, in case of any deviations, all such deviations from this tender shall be set out by the Bidder, Clause by Clause in this schedule and submit the same as a part of the Technical Bid.

Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the BYPL's specifications:

Technical Deviations:-

| SL No. | Clause No. | NIT Page No. | NIT Clause Descriptions | Details of Clarification/deviation with justifications |
|--------|------------|--------------|-------------------------|--|
| | | | | |

Commercial Deviations:-

| SL No. | Clause No. | NIT Page No. | NIT Clause Descriptions | Details of Clarification/deviation with justifications |
|--------|------------|--------------|-------------------------|--|
| | | | | |

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply with all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those mentioned above.

Seal of the Bidder:

Signature:

Name:

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COMMUNICATION MATRIX

| S. No. | Designation | Name | Mobile No. | E-mail id |
|---------------|--|-------------|-------------------|------------------|
| 1 | CEO / MD | | | |
| 2 | Sales / Marketing Head | | | |
| 3 | Sales Representative / Key Account Manager (KAM) | | | |
| 4 | Technical Head | | | |
| 5 | Manufacturer Plant / Operations Head | | | |
| 6 | Post Order Execution In Charge | | | |

Technical Bid Submission Check List ANNEXURE – 1.10

Submission of this duly filled checklist along with the bid is mandatory. The order of documents shall be as per this technical bid submission checklist.

Bids with incomplete/ wrong information are liable for rejection.

| S. No. | Description | BYPL Requirement | Bidder's Compliance (Yes/No/ Not Applicable) |
|-----------|---|------------------|--|
| 1 | Tender No. | Required | |
| 2 | Tender Fee, EMD & Signed Bid Form as mentioned in the tender, if applicable | Required | |
| 3 | Bidder Details | | |
| 3.1 | Name of the Bidder | Required | |
| 3.2 | Company Profile/Organogram | Required | |
| 3.3 | Name of duly Authorized contact person (along with Authorizations to submit the Bid) | Required | |
| 3.4 | Contact No. of duly Authorized contact person | Required | |
| 3.5 | E-mail Id of duly Authorized contact person | Required | |
| 4 | Documents Submission Format | | |
| 4.1 | Documents shall be submitted in Box file/spiral binding in offline tenders and Original pdf for online mode. 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 | |
| 5 | Signed Copy of tender as an unconditional acceptance | Required | |
| 6 | Qualification Criteria Requirement Compliance, If applicable | | |
| 6.1 | Summary of compliance of qualifying criteria in tabular form along with details of documentary proof provided | Required | |
| 6.2 | Detailed Documents supporting compliance of qualifying criteria | Required | |
| 7 | Technical Specification reference number | Required | |
| 8 | Drawings/ Documents as per Technical Specification | | |
| 8.1 | Signed copy of technical specification | Required | |
| 8.2 | Type Test reports of offered model/ type/ rating | Required | |
| 8.3 | Guaranteed Technical particulars (GTP) | Required | |
| 8.4 | Deviation Sheet – Technical (along with soft editable copy) | Required | |
| 8.5 | Detailed Drawings | Required | |
| 8.6 | Manufacturer's quality assurance plan | Required | |
| 8.7 | Other drawings/ documents mentioned in technical specification | Required | |
| 9 | Deviation Sheet – commercial (along with soft editable copy) | Required | |
| 10 | Soft copy of complete technical bid in pen drive | Required | |
| 11 | Samples as per technical specification | Required | Not Applicable |

VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labour and Human Rights

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

- . Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

- . Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

- . Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

- . Prevention of Under Age Labor - Child labor is strictly prohibited. Vendors shall not employ children. The minimum /age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

- . Juvenile Labor - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

- . Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any Disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

- . Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime,

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except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

. Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

. Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

. Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

. Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

. Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

. Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

. Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

. Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- . Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- . Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement storage, recycling or reuse and disposal.
- . Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- . Pollution Prevention and Resource Reduction -Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- . Wastewater and Solid Waste - Wastewater and solid waste generated from operations industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- . Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- . Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as an Vendor and in legal action.
- . Disclosure of Information - Vendors must disclose information regarding its business activities, structure financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- . No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- . Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- . Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- . Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- . Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance

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with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- . Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- . Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plans including a periodic assessment of Vendor's performance against those objectives.
- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information

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**GENERAL CONDITIONS OF CONTRACT
(GCC-SUPPLY)**

GENERAL CONDITIONS OF CONTRACT(GCC)
NIT NO: CMC/BY/23-24/RS/SkS/SV/25
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GENERAL CONDITIONS OF CONTRACT (GCC)-SUPPLY

The General Condition of Contract shall form a part of specifications, contract document.

1.0 General Instructions

- 1.01** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for these costs.
- 1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/sold to the other party.
- 1.04** The Purchaser reserves the right to request any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete.
- 1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 Definition of Terms

- 2.01** "Purchaser" shall mean BSES Yamuna Power Limited, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02** "Bidder" shall mean the firm who quotes against this bid enquiry issued by the Purchaser. "Supplier" or "Supplier" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of Acceptance" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03** "Supply" shall mean the Scope of Contract as described.
- 2.04** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Conditions, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.

- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.

4.0 Scope of Supply -General

- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.
- 4.03** Quantity variation and additional requirements if any shall be communicated to successful bidder during project execution.
- 4.04** All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

- 5.01** Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.
- 5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements

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of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

5.04 On completion of manufacturing the items can only be dispatched after receipt of dispatch Instructions issued by the Purchaser.

5.05 All in-house testing and inspection shall be done with out any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

5.06 Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

6.0 Inspection & Test Charges

6.01 GOODS shall be inspected by BUYER and/or third party inspection agency nominated by BUYER. Inspection shall carry out stage wise/final inspection as per agreed QA /QC procedure. In addition, inspection of GOODS shall be carried out at our Site/stores. SELLER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.

6.02 Inspection charges are included in total order value, however BUYER will bear third party inspection charges. In case of futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same shall be debited from the SELLER's invoices.

6.03 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.

6.04 Inspection call shall be raised minimum 15(fifteen) days in advance from delivery schedule mentioned in PO and duly filled Format issued by BYPL

7.0 Handling and Storage

7.01 Material Safety Data Sheet (MSDS), detail handling & storage instruction sheet/manual, wherever applicable, to be furnished before commencement of supply and one copy is to be submitted in store/site with First Lot.

8.0 Packing, Packing List & Marking

8.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing- materials.

8.02 **Packing List:** The contents of each package shall be itemized on a detailed list showing the exact weight, extreme outside dimensions (length, width & weight) of each container/box/drum/carton, Item SAP Code, PO No & date. One copy of the packing list shall be enclosed in each package delivered.

9.0 Prices/Rates/Taxes

9.01 Price basis for supply of materials

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, and any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**
- b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/sites.
- c) Transit insurance will be arranged by Bidder

10.0 Taxes & Duties

- 10.01 Prices for Goods are on Ex- Works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.
- 10.02 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.
- 10.03 GSTIN of BSES YAMUNA POWER LTD - 07AABCC8569N1Z0
CST No of BSES YAMUNA POWER LTD -07740254593
TIN NO of BSES YAMUNA POWER LTD - 07740254593
PAN NO of BSES YAMUNA POWER LTD - AABCC8569N
- 10.04 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month to which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

11.0 Invoicing Instructions

- 11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.
MDCC will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.
- 11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.
- 11.03 Invoice will be in the name of BSES YAMUNA POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.
- 11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.

11.05 Timely provision of invoices / Debit Notes / Credit Notes:

11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.

11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.

Documents and devices to be carried by a person-in-charge of a conveyance under.

11.06 E Way Bills / transit documents for movement of Goods:

Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for movement of Goods and the logistic partner / transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration. The Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply from the contractual date due to seizure of goods shall also attract liquidated damages.

12.0 Terms of Payment and Billing

12.01 For Supply of equipment/item:

Part 1) 75% of the basic value with 100% taxes and duties shall be made within 45 days from the date of receipt & acceptance of material at site on against submission of following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

- a) Signed copy of accepted Purchase Order (for first payment)
- b) LR / RR / BL as applicable
- c) Challan as applicable
- d) Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
- e) Two (02) copies of Supplier's transporter invoice duly receipted by BYPL Store & Original certificate issued by BYPL confirming receipt of the subject material at Store/Site and acceptance of the same as per the provisions of the contract.
- f) Two (02) copies Packing List / Detailed Packing List
- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Insurance Policy / Certificate, if applicable
- k) Warranty / Guarantee Certificate, if applicable
- l) Check list for bill submission.

Part 2) Balance of 25% of basic value shall be paid in 45 days from the date of successful testing, commissioning and handing over of the entire installation duly certified by BYPL Engineer-in-Charge.

12.02 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail any tax credit due to any short coming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by

Purchaser due to the tax credit it lost . In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

- 12.03 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.
- 12.04 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.
- 12.05 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

13.0 Tax Indemnity Clause

- 13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.
- 13.02 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.
- 13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.
- 13.04 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser:
- 13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within

5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.

13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

14.0 The Micro, Small and Medium Enterprises (MSME)

14.01 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, he shall declare so within the bid of its status failing which it will be presumed that it is a non-MSME unit. Also submit a copy of Udyog Aadhaar (UA) & Udyam Registration Number.

15.0 Price Validity

15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days from the due date of submission. For awarded suppliers, the prices shall remain valid till contract completion.

16.0 Performance Guarantee

16.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of the PO value (including GST) valid for a period of 24 months from the date of Commissioning or 30 months from the date of receipt, whichever is earlier plus 3 months claim period.

16.02 Bank guarantee shall be drawn in favour of BSES Yamuna Power Ltd as applicable. The performance Bank guarantee shall be in the format as specified by BYPL.

17.0 Forfeiture

- 17.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BYPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 17.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

18.0 Release

- 18.01 All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 16.0) except for the case set forth in Clause 22.0.

19.0 Defects Liability Period/Guarantee/Warranty

- 19.01 The bidder to Guarantee the materials / items supplied against any defect or failure, which arises due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier.
- 19.02 If during the Defects Liability Period any GOODS are found to be defective, they shall be promptly replaced or rectified by BIDDER at its own cost (including the cost of dismantling and (reinstallation) on the instructions of BUYER and if removed from SITE for such purpose, shall be removed and re-delivered to SITE by BIDDER at its own cost.

20.0 Return, Replacement or Substitution

- 20.01 BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may at its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid. BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective Date of Commencement of Contract

- 21.01 The date of the issuance of the Letter of Acceptance/Purchase Order shall be treated as the effective date of the commencement of Contract.

22.0 Time – The Essence Of Contract

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22.01 The time and the date of completion of the "Supply" as stipulated in the Letter Of Acceptance / Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

23.0 The Laws and Jurisdiction of Contract:

23.01 The laws applicable to this Contract shall be the Laws in force in India.

23.02 All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The venue of arbitration shall be at Delhi in India

24.0 Events of Default

24.01 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

- (a) Supplier fails or refuses to pay any amounts due under the Contract;
- (b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/ specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- (d) Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BYPL.

25.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, BYPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;
 - (i) present for payment to the relevant bank the Performance Bond;
 - (ii) purchase the same or similar Commodities from any third party; and/or
 - (iii) recover any losses and/or additional expenses BYPL may incur as a result of Supplier's default.

26.0 Penalty for Delay

26.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1%

(one percent) of the basic (ex-works) price for every week delay of undelivered units or part thereof for individual milestone deliveries.

- 26.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price of total undelivered units.
- 26.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.
- 26.4 If the Penalty is levied as per the Order terms & conditions; BYPL will raise Invoice for the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

27.0 Variation in Taxes, Duties & Levies

- 27.1 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. In case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 27.2 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 27.3 Notwithstanding what has been stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 27.4 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

28.0 Taxes & Duties on raw materials & bought out components

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

29.0 Force Majeure

- 29.01 General

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

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

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

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

- (i) The following events and circumstances :
 - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
 - b) Explosions or fires
 - (ii) War declared by the Government of India.
 - (iii) Dangers of navigation, perils of the sea.
- Note: Causes like power breakdown/strikes, accidents etc do not fall under Force Majeure.

29.03 Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

29.04 Mitigation of Events of Force Majeure Each Party shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

29.05 Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

29.06 Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the

said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of following occurs:

- i. Bidder fails to complete execution of works within the approved schedule of works, terms and conditions.
- ii. In case the Bidder commits any Act of Insolvency, or adjudged insolvent
- iii. Has abandoned the contract
- iv. Has failed to commence work or has suspended the progress of works
- v. Has failed to proceed the works with due diligence and failed to make such due progress

29.07 Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.

29.08 Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.

29.09 Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."

29.10 Severability
If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

30.0 Transfer and Sub-Letting

30.01 The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

31.0 Recoveries

31.01 Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.

32.0 Waiver

32.01 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

33.0 Indemnification

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

34.00 Termination for convenience of Purchaser

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- 34.1 Purchaser at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Supplier. Purchaser shall pay the Supplier for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Supplier to that effect.
- 34.2 Payment of such compensation is the sole and exclusive remedy of the supplier for termination of this Agreement by Purchaser hereunder and the supplier shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.
- 34.3 Supplier hereby agrees that substantiation for settlement of any claims submitted by supplier shall be complete and in sufficient detail to allow Purchaser's evaluation. Terminate all sub contracts except those have been/ to be assigned to the Purchaser all rights, titles and benefits of the Suppliers/Vendor as the case may be.

35.00 Documentation

- 35.01 The Bidder shall procure all equipment from BYPL approved sources as per attached specifications. The Bidders shall submit copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment. The Bidder's shall ensure the strict compliance with the specifications and Field Quality Procedures issued by BYPL.

36.0 Transit Insurance

- 36.01 Transit Insurance shall be arranged by the Bidder.
- 36.02 DAMAGE / LOSS OF CARGO IN TRANSIT: Vendor shall be solely responsible for coordinating with the concerned insurance company for procuring insurance for material and/or Goods, processing claims lodgment and settlement. Notwithstanding the insurance cover, in case of loss / damage to material and/or Goods, in any manner and for any cause whatsoever, Vendor shall cause the damaged cargo to be replaced and delivered to the Purchaser with new material and/or Goods within 30 days of such loss / damage. The Vendor shall be solely responsible for all expenses in relation to the replacement and delivery in such circumstances.

37.0 Limitation of Liability

- 37.01 Except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Supplier:
 - (a) In cases of fraud, willful misconduct or illegal or unlawful acts, or
 - (b) In cases of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances.

38.0 Liability of Suppliers

- 38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:
 - (a) For any indirect or consequential loss or damage; and
 - (b) For any direct loss or damage that exceeds:
 - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or

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- (ii) The insurance claim proceeds which the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.
- 38.2 This limitation of liability shall not affect the supplier's liability, if any, for damage to third party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the supplier in executing the order.
- 38.3 Notwithstanding anything contained in the Contract, the Supplier shall not be liable for any gross negligence or willful misconduct on the part of the Purchaser or any of its affiliates, any vendor, or any party, other than Supplier and/or, its directors, officers, agents or representatives or its affiliates, or SubSupplier, or the vendor or any third party engaged by it.
- 38.4 Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Supplier from any of its liabilities or responsibilities arising in relation to or under the Contract.

39.0 Intellectual Property Rights and Royalties

- 39.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Supplier, the Supplier shall rectify, modify or replace, at its own cost, the Works, Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Supplier shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.
- 39.2 The Supplier shall be promptly notified of any claim made against the Purchaser. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission which might be prejudicial to the Supplier, unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.
- 39.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty free, non-exclusive license

(along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.

- 39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its SubSupplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Supplier (or its SubSuppliers) for any purpose other than with the prior written consent of the Purchaser.
- 39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Acceptance

- 40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO. Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor. The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.
- 40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.
- 40.03 Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.
- 40.04 We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; <https://www.bsesdelhi.com/web/bypl/about-bses>.

**GENERAL CONDITIONS OF CONTRACT
(GCC- INSTALLATION, TESTING, &
COMMISSIONING)**

GENERAL CONDITIONS OF CONTRACT (GCC)- INSTALLATION, TESTING, & COMMISSIONING

The General Condition of Contract shall form a part of specifications, contract document.

1. DEFINITIONS and INTERPRETATION:

The following terms shall have the following meanings:

1.1 "Company": means BSES Yamuna Power Ltd, a company incorporated under the Companies Act 1956 and having its office at BSES Yamuna Power Limited having its office at Shaktikiran Building, Karkardooma, Delhi -110032, which expression shall include its authorized representatives, agents, successors and assigns.

1.2 "Contractor": shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 "Rate": The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.

1.4. CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in Annexure-I enclosed herewith and all such particulars mentioned directly/referred to or implied as such in the contract.

1.5 SITE: The terms "Site" shall mean the working location in BYPL area. Under this tender, working location shall be as mentioned elsewhere.

1.6 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative to carry out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3. LANGUAGE AND MEASUREMENT:

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

Metric System shall be followed for all dimension, units etc.

4. SCOPE OF WORK:

The scope of work shall be as per the enclosed document no BYPL-SOW-SPBS-23-24-3-R0.

A Separate order will be placed for supply & ETC which inter-alia includes the Scope of Work as mentioned/required for satisfactory operation of the Scheme shall be in Bidder's scope. Bidder(s) must provide goods and services that conform to these specifications for the entire term of the agreement.

All the labour, cranes, tool and tackles, and technical supervision etc. are included in your scope of work. Adequate number of engineers, supervisors and labours shall be posted at the site and the list of the same along with certificate of Qualification of technical staff should be submitted by the Contractor to the Engineer In Charge for checking the adequacy immediately (within seven days) after award of contract.

All loading/unloading, of materials at the work site shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in your scope.

5. RATES:

The rates finalized for this order shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.

Rate for all the extra items shall be mutually negotiated and fixed based on cost of materials, consumables, labour and T&P expenses plus overhead expenses and profit upto maximum 10%.

The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized.

6. TAXES AND DUTIES:

Prices are inclusive of all taxes and duties including labour cess and GST as applicable. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).

The total order value shall remain **FIRM** and shall only be adjusted on account of any variations in Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period.

7. BILL SUBMISSION PROCEDURE:

All bills shall be submitted to the Engineer In charge / Package Engineer for certification. Bills shall be complete in all respect including ESI / HR compliance, Quality compliance, HSE compliance, Store compliance, Finance compliance etc. An established procedure is followed at site. Incomplete bills / invoices will not be considered for processing payments.

8. TERMS OF PAYMENT:

Payment shall be made as under:

i) 100% payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work completion certificate at our office. The work completion certificate shall be issued by Engineer-In-Charge by certifying that the work has been completed to full satisfaction.

9. COMPLETION PERIOD:

The contract shall remain valid for the contract period i.e., 6 months.

The rates of E/T/C shall be valid for the quantity ordered against this tender only.

10. CLEANLINESS:

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, you shall be fully responsible for keeping the work site clean at all times. In case of non- compliance, company shall get the same done at Contractor's risk and costs.

11. COMMISSIONING & ACCEPTANCE TEST:

After completion of the work, the Contractor shall conduct trial run/ operation in the presence of the Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification is required during this period the Contractor shall do all necessary measures.

On satisfactory completion of the above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

12. WORK COMPLETION CERTIFICATION, HANDING OVER:

The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stages of the work at the site.

13. PENALTY AND LIQUIDATED DAMAGES:

14.1 Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.

14.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay the Company liquidated damages.

If the Contractor failed to perform the services within the period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1% of the basic order value for each week or part thereof delay until the actual date of completion up to a maximum deduction of 10% of basic order value. Once the maximum is reached to Company may consider termination of the contract without any liabilities to the Company.

Engineer In charge should specifically mention the amount of LD levied on the bill of contractor.

14. SAFETY CODE:

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 workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.

Safety-related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <https://www.bsedelhi.com>

All contractors shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

The contractor shall observe the safety requirements as laid down in the safety manual/contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, the extent of property damage and remedial action is taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

15. STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with various Acts, Rules, including but not limited to The Child Labour (Prohibition & Regulation) Act, 1986, The Contract Labour (Regulation & Abolition) Act, 1970. The Employees Pension Scheme, The Employees Provident Funds and miscellaneous provisions Act, 1952, The Employees State Insurance Act, 1948, The Equal Remuneration Act, The Industrial Dispute Act, 1947, The Maternity Benefit Act, 1961, The Minimum Wages Act, 1948, The payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Payment of wages Act, 1936, The Shops & Establishment Act, The Workmen's Compensation Act, 1923, Building and Other Construction Workers (Employment and Regulations) Act 1996, Building and Other Construction Workers (Cess) Act 1996, The Employers Liability Act, 1938, Indian Electricity Act, 2003 and Indian Electricity Rules, VAT and Service tax etc., and all other applicable laws as amended and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to:

- a) An Electrical license.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) Sales Tax registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970.
- i) Delhi Building and Other Construction Worker (Regulation of Employment and Conditions of Services) Rules, 2002(B.O.C.W.)

(Bidder responsible for execution of the job should obtain a copy of Labour License 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) The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
- 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}.

Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

16. WORKMAN 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 Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve 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 provision 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 work 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 from any money due to or to become due to the Contractor, moneys 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.

17. STAFF AND WORKMAN:

(I) It shall be responsibility of contractor:

- (a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.
- (b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely.

- (a) Register of workmen.
- (b) Register of muster roll.
- (c) Register of overtime.
- (d) Register of wages.
- (e) Any other register as per latest amendment Labour Act.

(III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of Minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- Compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the our Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

18. THIRD PARTY INSURANCE:

Before commencing the execution of the work the Bidder shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at Bidder's own cost.

19. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
- b) Comply with the procedures provided in the interests of Environment, Health and Safety.
- c) Ensure that all of their employees designated to work are properly trained and competent.
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions.
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction before the commencement of work.
- f) Provide details of any hazardous substances to be brought onsite.
- g) Ensure that a responsible person accompanies any of their visitors to site.

All contractor's staff are accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed.
2. Keep tools in good condition.
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
4. Develop a concern for safety for themselves and for others.
5. Prohibit horseplay.
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

20. TEST CERTIFICATE & QUALITY ASSURANCE:

The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance with the specifications and Field Quality Procedures issued by company / Engineer in-charge.

21. SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

22. INDEMNITY:

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

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) Any act or omission of contractor or its employees or agents.
- c) 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.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

23. EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Work Order or in law, terminate the whole or any part of this Work Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the works with due diligence or commits a breach of any of the provisions of this work order including but not limited to any of the following cases.

- a) Failing to complete execution of work within the terms specified in this work order.
- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

| | | |
|--|-----------------------------|--------------------------|
| GENERAL CONDITIONS OF CONTRACT(GCC) NIT NO: CMC/BY/23-24/RS/SkS/SV/25 [RFx Number: 2200000000] | Page 24 of 28 | Bidders seal & Signature |
|--|-----------------------------|--------------------------|

24. RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall get cancelled and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

25. ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. 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 presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

26. FORCE MAJEURE:

27.1 General:

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

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected parties ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause

27.2 Specific Events of Force Majeure:

Subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements: The following events and circumstances:

- (i) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and
- (ii) Explosions or fires
- (iii) Declaration of the Site as war zone

| | | |
|--|-----------------------------|--------------------------|
| GENERAL CONDITIONS OF CONTRACT(GCC) NIT NO: CMC/BY/23-24/RS/SkS/SV/25 [RFx Number: 2200000000] | Page 25 of 28 | Bidders seal & Signature |
|--|-----------------------------|--------------------------|

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

27.3 Notice of Events of Force Majeure:

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

27.4 Mitigation of events of force majeure:

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

27.5 Burden of proof:

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

27.6 Terminations for certain events of force majeure:

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

27. SECURITY CLAUSE:

The technical information, drawing and other related documents forming part of work order and the information obtained during the course of investigation under this work order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the work 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 work order.

This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawings/plans as are prepared by the Bidder during the executions of this work order, if any, immediately after they have been used for agreed purpose.

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

28. TERMINATION:

During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 30 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

29. QUALITY:

Contractor shall ensure that strict quality is maintained and execution of works under this Work Order and Works are executed in conformity with the Specification.

All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment.

30. ACCEPTANCE:

Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Bidder's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work order is not being performed in accordance with the terms of this work order, the company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Bidder.

We request you to please sign the duplicate copy of this work order as a token of your acceptance and return to us.

QUANTITY AND DELIVERY REQUIREMENTS

| Sl. No. | Description | Specification | Total Qty. (Nos) | Tentative Delivery Schedule | Destination |
|----------------|--|--------------------------|-------------------------|--|-------------------------|
| 1 | TURNKEY PACKAGE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF 11 kV SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER FOR HVDS NETWORK | BYPL-SOW-SPBS-23-24-3-R0 | LS (As per SOW) | Project to be completed within 06 Months from the LOI/PO date. | BYPL Stores/Sites Delhi |

APPENDIX II

ANNEXURE – 2.01

FORMAT OF PERFORMANCE BANK GUARANTEE
(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at _____ this [____] day of [____] 20XX

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shaktikiran Building, Karkardoa, Delhi 110032, India hereinafter referred to as the " Owner ", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] *pl. specify the name of Bank*) having its head/registered office at [_____] through its branch in _____ (*pl. specify the name of Branch through which B.G is issued*) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(*in words*) without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges

that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or

discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ *(insert an amount equal to ten percent (10%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on _____ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

BYPL BANK DETAIL WITH IFSC CODE:

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg,
New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911030003596085
5. IFSC Code: UTIB0000055
6. Swift Code: AXISINBB055

BIDDER

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

BSES YAMUNA POWER LIMITED Shaktikiran Building, Karkardooma, Delhi -110032.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES YAMUNA POWER LTD vide invoice no.....
DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our.....free of cost If found any manufacturing defect
during.....months from the date of dispatch of material or.....months from the date of commissioning
whichever is earlier.

Vendors Name & Signature

UNDERTAKING GST

The Vendor shall give an undertaking in the following words on each invoice in the absence of which tax
payment as on the Vendor's invoice may be withheld.

"The tax component as mentioned in the invoice shall be deposited with GST Department as per law by
way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in
my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the
Purchaser be denied by way of any lapse on the part of the Vendor, the same shall be paid on demand and
in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to
the Vendor"

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS - SITC

| SL NO | PARTICULARS | AS PER TENDER | BIDDER'S CONFIRMATION |
|-------|---|---|-----------------------|
| 1 | Validity | 120 days from the date of submission of bid | |
| 2 | Price basis | "Firm", FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi store(s)/site(s). | |
| 3 | Unloading | Unloading at stores/sites shall be in vendor's scope | |
| 4 | Transit insurance | Transit insurance in Bidders scope | |
| 5 | Payment terms | <p>Supply:</p> <p>Part 1) 75% of the basic value with 100% taxes and duties shall be paid in 45 days from the date of receipt and acceptance of GOODS at the store(s)/site(s) against submission of documents.</p> <p>Part 2) Balance of 25% of basic value shall be paid in 30 days from the date of successful testing, commissioning and handing over duly certified by BYPL Engineer-in-Charge.</p> <p>Services:</p> <p>100% payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work completion certificate at our office.</p> | |
| 6 | Project Schedule | <p>Transmittal Approval Documents (GTP/Drawings/QAP/etc) are to be submitted within 7 days to the concerned official in BYPL for approval. BYPL shall approve/provide comments on the submitted drawings within 3 days of first submission. In case resubmission is required, it shall be completed by the supplier within next 2 days. The timelines for approval by BYPL shall be 2 days in case of every resubmission. However, repetitive submissions are not desirable.</p> <p>Project to be completed within 06 months from the LOI/PO date or completion as per the schedule provided by BYPL.</p> | |
| 7 | Defect Liability Period | 60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier | |
| 8 | Penalty for delay | 1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units. | |
| 9 | Performance Bank Guarantee (Against Supply Order) | To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 10% of the PO value (including GST) valid for a period of 24 months from the date of Commissioning or 30 months from the date of receipt, whichever is earlier plus 3 months claim period. | |
| 10 | Reverse Auction | Acceptance for participation in Reverse Auction event | |

Seal of the Bidder:**Signature:****Name:**

APPENDIX II
NIT NO: CMC/BY/23-24/RS/SkS/SV/25
[RFx Number: 2200000000]

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Bidders seal & Signature



VOLUME – II

PRICE BID FORMAT

| | | |
|--|----------------------------------|-------------------------------------|
| <p>PRICE BID FORMAT NIT NO: CMC/BY/23-24/RS/SKS/SV/25 [RFx Number: 2200000000]</p> | <p>Page 1 of 4</p> | <p>Bidders seal & Signature</p> |
|--|----------------------------------|-------------------------------------|

GRAND SUMMARY

ALL PRICES IN INR (₹)

| Package Name | Supply Prices - Landed (A) | Services Prices - Landed (B) | Total Prices - Landed (C=A+B) |
|--|----------------------------|------------------------------|-------------------------------|
| TURNKEY PACKAGE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF 11 kV SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER FOR HVDS NETWORK | | | |
| Grand Total (In words) | | | |

NOTE: Cost of all tests as per technical specification is to be included. No separate charges will be paid.

The Un-priced bid should be marked as **"Quoted"** and to be submitted with Part – A

We declare that the following are our quoted prices in INR for the entire packages.

Date:

Bidders Name:

Place:

Bidders Address:

Signature:

Designation:

Printed Name:

PRICE FORMAT – SUPPLY (Kindly refer detailed package-wise SCOPE OF SUPPLY attached as Volume II for Indicative Description of Goods/BOM, BOQ)

| S. No. | DESCRIPTION OF GOODS | HSN | UoM | QTY (A) | UNIT BASIC PRICE OF EQUIPMENT INCL FREIGHT (₹) (B) | UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) (C) | | UNIT LANDED COST (All Inclusive) (₹) (D = B+C) | TOTAL LANDED VALUE (₹) (E = AXD) |
|--------|---|-----|------|-------------------|--|---|-----|--|--|
| | | | | | | % | AMT | | |
| 1 | Single Phase Sectionalizer for HVDS network | | Nos | 10 | | | | | |
| 2 | Potential Transformer | | Nos | 10 | | | | | |
| 3 | Surge Arrestors | | Nos | 10 | | | | | |
| 4 | 11 kV boots | | Nos | 70 | | | | | |
| 5 | LV Compartment with auto reclosing relay & associated accessories | | Nos | 10 | | | | | |
| 6 | Pole Mounting hardware including angle, channel, Nut Bolts etc | | Lot | 10 | | | | | |
| 7 | 4G modem with 2G fall back. | | No's | 10 | | | | | |
| 8 | Control Cable and accessories | | Lot | 01 | | | | | |
| 9 | Earth Strip of 25 x 6 mm | | Lot | 01 | | | | | |
| 10 | HDPE Pipe | | Lot | 01 | | | | | |

PRICE FORMAT – SERVICES (Kindly refer detailed SCOPE OF WORK attached as Volume II for Indicative Description of Services/BOM, BOQ)

| ITEM DESCRIPTION/ WORK | SAC | UoM | QTY (A) | UNIT RATE (B) | UNIT GST AS APPLICABLE (C) | UNIT LANDED RATE (All Inclusive) (₹) (D = B+C) | TOTAL LANDED COST (₹) (E = DXA) |
|--|-----|-----|-------------------|-------------------------|--------------------------------------|--|---|
| Installation, Testing, & Commissioning of complete Sectionalizer along with all items specified in "Scope of Supply" | | Lot | 10 | | | | |
| All equipment/ units/ metallic parts/ support structure shall be earthed using two no's 25X6 Sqmm GI earth strips. | | Lot | 10 | | | | |
| GRAND TOTAL LANDED VALUE (₹) | | | | | | | |
| In words | | | | | | | |

VOLUME – III

SCOPE OF SITC AND TECHNICAL SPECIFICATIONS

Scope of Supply, Installation, Testing &
Commissioning (SITC) for
11 kV Single Phase Pole Mounted
Circuit Breaker
for HVDS Network

| | | |
|--------------------|---------------------------|---|
| Revision | | 0 |
| Date | | 10 July 2023 |
| Prepared by | Abhishek Vashistha | <i>Abhishek Vashistha</i> 7a74fd4f-a398-49df-bd05-e398d5a949f0 |
| | Ashish Joshi | <i>Ashish Joshi</i> 28cf4d7d-6c91-4d53-be77-f490e198fb6b |
| Reviewed by | Puneet Duggal | <i>Puneet Duggal</i> 404db803-a91f-4234-b5f0-0b2b5098ec32 |
| Approved by | Gaurav Sharma | <i>Gaurav Sharma</i> 23dc2de2-95de-4472-99a7-dea873f472b6 |

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Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**1. INTENT**

- 1.1 This document defines the Scope for SITC of “Single Phase Circuit Breaker for HVDS Network”.
- 1.2 This document shall be read in conjunction with all technical documents enclosed in tender. In event of any contradiction between tender documents, the most stringent one shall govern.

2. BIDDER’S SCOPE

- 2.1 Bidder’s Scope includes design, engineering, manufacture, shop testing, inspection, packing, dispatch, supply, loading, unloading, storage at site, civil works, assembly, erection, complete pre-commissioning checks, testing, integration with SCADA & commissioning at site and handing over of complete system covered under scope of this document to BSES Yamuna Power Ltd.
- 2.2 Any supply/work details not explicitly mentioned in this scope but mandatory for successful commercial operation of the substation shall be deemed to be included in bidder’s scope.
- 2.3 Bidder shall depute its representative at site to assess the condition of existing infrastructure in detail prior to submission of bid.

3. DESIGN & ENGINEERING

Detailed design and engineering of complete project as per tender requirements shall be in bidder’s scope.

4. CODES AND STANDARDS

- 4.1 The bidder shall comply with latest Indian/International standard and CEA regulations.
- 4.2 Refer respective equipment specification for applicable standards.

5. SERVICE CONDITIONS

| | | |
|-----|----------------------------------|-----------------------------------|
| 5.1 | Average grade atmosphere | Heavily polluted, Dry |
| 5.2 | Maximum altitude above sea level | 1000M |
| 5.3 | Ambient air temperature | Highest 50Deg C, Average 40Deg C |
| 5.4 | Minimum ambient air temperature | 0 Deg C |
| 5.5 | Relative Humidity | 100% |
| 5.6 | Rainfall | 750mm concentrated in four months |
| 5.7 | Seismic Condition | Zone IV |
| 5.8 | Max. Relative Humidity | 100% |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

6. SYSTEM PARAMETERS

| | | |
|-----|-----------------------------------|------------------|
| 6.1 | Nominal Voltage | 11 kV |
| 6.2 | Rated voltage | 12 kV |
| 6.3 | Power Frequency withstand voltage | 28 kV rms |
| 6.4 | Basic Insulation Level | 75 KVp |
| 6.5 | Rated Frequency | 50Hz ±5% |
| 6.6 | System Neutral Earthing | Solidly Grounded |

7. SCOPE OF SUPPLY

| S# | Items | UOM | Qty | Remarks |
|-----|---|------|-----|---|
| 7.1 | Single Phase Sectionalizer for HVDS network | Nos | 10 | Sectionalizer unit & all pole mounting accessories. |
| 7.2 | Potential Transformer | Nos | 10 | a. Outdoor type, Pole mounted 6.35 kV/110 V (P-N) single phase PT for auxiliary supply of LV panel and protection functions b. Burden of PT shall be as per requirement of Control Panel c. Potential transformer should confirm IS 16227. d. Insulation Type and class: Cast Resin and Class B. |
| 7.3 | Surge Arrestors | Nos | 10 | 9 kV, 5 kA silicon polymeric surge arrester for Source side. |
| 7.4 | 11 kV boots | Nos | 70 | a. Potential Transformer- 02 Nos b. Surge Arresters- 1 Nos c. Sectionalizer- 2 No's d. Other high voltage connections- 02 |
| 7.5 | LV Compartment with auto reclosing relay & associated accessories | Nos | 10 | |
| 7.6 | Pole Mounting hardware including angle, channel, Nut Bolts etc | Lot | 10 | |
| 7.7 | 4G modem with 2G fall back. | No's | 10 | |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

| S# | Items | UOM | Qty | Remarks |
|------|-------------------------------|-----|-----|---|
| 7.8 | Control Cable and accessories | Lot | 01 | |
| 7.9 | Earth Strip of 25 x 6 mm | Lot | 01 | Each Sectionalizer unit shall be earth using 2 runs of 25 x 6 mm HDG earth strips |
| 7.10 | HDPE Pipe | Lot | 01 | For laying of HDG Earth strip adjacent to the Pole |

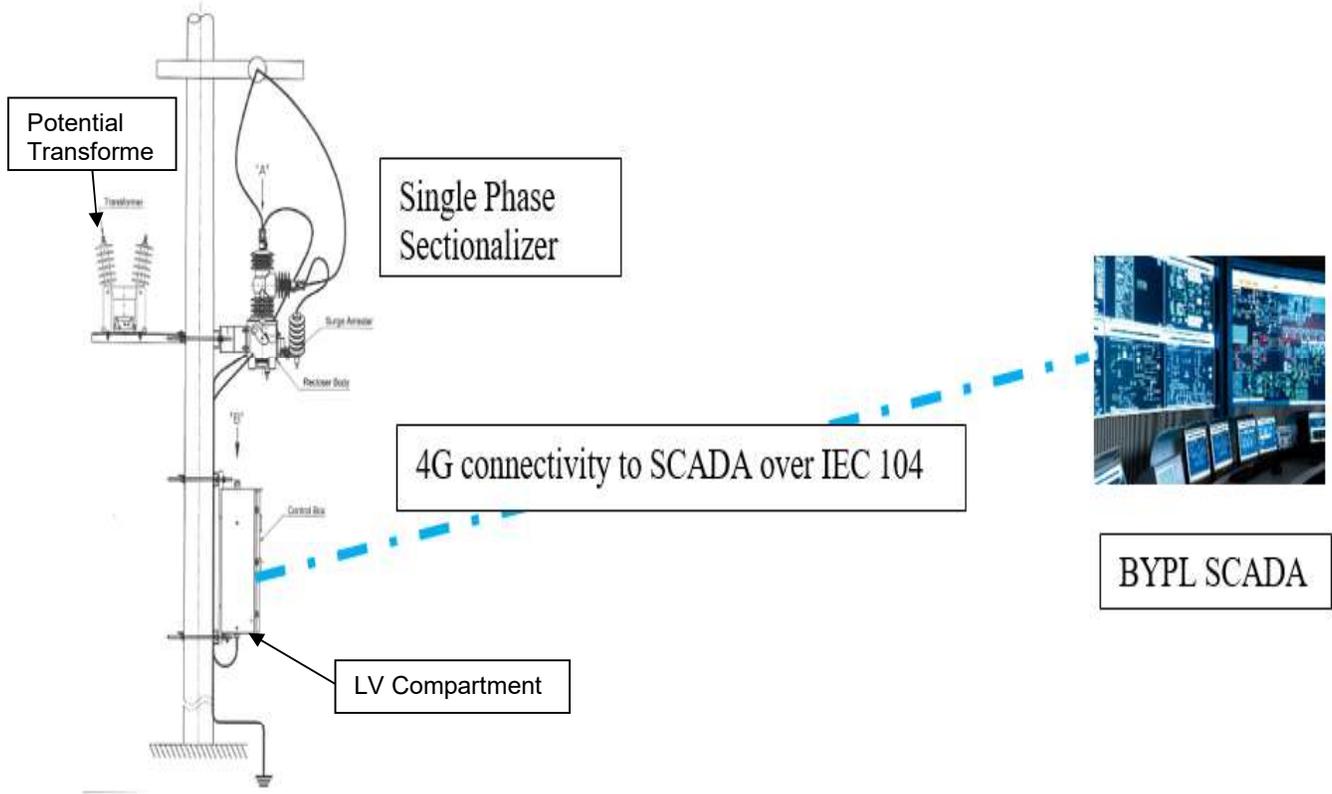
8. SCOPE OF WORK

Broad scope of work is specified below. Refer respective equipment/work specifications for detailed scope of work.

| S# | Items | Unit | Qty | Remarks |
|-----|--|------|-----|---|
| 8.1 | Installation, Testing, & Commissioning of complete Sectionalizer along with all items specified in "Scope of Supply" | Lot | 10 | <ul style="list-style-type: none"> a. Connection of LV compartment with potential transformer, current transformer and breaker unit b. All the control wiring auxiliary supply wiring shall be routed through HDPE Pipe. c. Connection of breaker unit, potential transformers, surge arrestors with HVDS line using suitable cable jumpers. Cable jumpers shall be provided by BYPL free of cost. d. All connection points shall be protected by using 11kV boots. |
| 8.2 | All equipment/ units/ metallic parts/ support structure shall be earthed using two no's 25X6 Sqmm GI earth strips. | Lot | 10 | Earth strips shall be routed through HDPE pipes. |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

9. REFERENCE LAYOUT



10. SCOPE DEMARCATION

| S# | Head | BYPL Scope | Bidder Scope | Remarks |
|------|--|------------|--------------|---|
| 10.1 | Supply, installation, Testing and commissioning | x | ✓ | As per Specs & Standards |
| 10.2 | Drawing Submissions | x | ✓ | NA |
| 10.3 | Engineering Approvals | ✓ | x | NA |
| 10.4 | Routine and Acceptance testing at manufacturer's work | x | ✓ | NA |
| 10.5 | Transportation of Material (Manufacturer's work to BYPL store to Site) | x | ✓ | |
| 10.6 | Request to issue 'Permit to Work' from BYPL authority | x | ✓ | Permit should be applied to Engineer In-charge prior to work through proper procedure |
| 10.7 | Permit to work issuance | ✓ | x | NA |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

| S# | Head | BYPL Scope | Bidder Scope | Remarks |
|-------|--|------------|--------------|--|
| 10.8 | Safety of Manpower (Engineers, Supervisors etc) and Security of Material, till Handing-over to BYPL. | x | ✓ | NA |
| 10.9 | Tools & Tackles related to Job | x | ✓ | NA |
| 10.10 | Cleanliness around work premises | x | ✓ | NA |
| 10.11 | Any other supply item or scope of work missing in given sheet to complete commissioning | x | ✓ | NA |
| 10.12 | Integration of Unit with BYPL SCADA System | x | ✓ | Bidder has to work with BYPL team or its authorized software system provider |
| 10.13 | Training to BYPL Personnel | x | ✓ | One day Class room training and two days in-field O&M training |

11. DOCUMENTATION

Document/Drawing submission shall be as per the matrix given below:

- All documents/drawings shall be provided in soft copy only.
- Language of the documents shall be English only.
- Incomplete submission shall be liable for rejection.
- Document check sheet compliance shall be the first sheet for each submission stage i.e. Technical bid, Drawing Approval, Pre Dispatch, Pre closure.
- No submission is acceptable without check list compliance.
- Order of documents shall be strictly as per the check list.
- Any drawing not included in the below table but necessary for detailed engineering shall be deemed to be included in bidder's scope.

| S# | Description | Technical Bid | Drawing Approval | Pre-Dispatch | Pre-Closure |
|--------|--|---------------|------------------|--------------|-------------|
| 11.1 | Tender No. | Required | | | |
| 11.2 | Communication Details | | | | |
| 11.2.1 | Name of the Bidder | Required | | | |
| 11.2.2 | Name of Authorized contact person | Required | | | |
| 11.2.3 | Contact No. of Authorized contact person | Required | | | |
| 11.2.4 | E-mail id of Authorized contact person | Required | | | |
| 11.3 | Document Submission Format | | | | |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

| S# | Description | Technical Bid | Drawing Approval | Pre-Dispatch | Pre-Closure |
|---------|---|---------------|------------------|--------------|-------------|
| 11.3.1 | Index of documents with page numbers for each document | Required | | | |
| 11.3.2 | Separator with document description shall be provided before each document | Required | | | |
| 11.4 | Qualifying Requirement Compliance | | | | |
| 11.4.1 | Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided | Required | | | |
| 11.4.2 | Detailed Documents supporting compliance of qualifying criteria | Required | | | |
| 11.5 | Drawings/ Documents as per Technical Specification | | | | |
| 11.5.1 | Signed copy of technical specification | Required | | | |
| 11.5.2 | Type Test reports of offered model/ type/ rating | Required | Required | | |
| 11.5.3 | Deviation Sheet | Required | Required | | |
| 11.5.4 | Detailed Drawings | Required | Required | | |
| 11.5.5 | Other documents mentioned in technical specification | Required | Required | | |
| 11.5.6 | Design Calculation | | Required | | |
| 11.5.7 | Manufacturer's Quality Assurance Plan | | Required | | |
| 11.5.8 | GTP | | Required | | |
| 11.5.9 | Inspection Reports | | | Required | |
| 11.5.10 | As manufacturing Drawings | | | Required | |
| 11.5.11 | Operation and Maintenance Manual | | | Required | |
| 11.5.12 | As built Drawings | | | | Required |
| 11.6 | Soft Copy of complete documentation as mentioned above | Required | Required | Required | Required |

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**12. APPROVED MAKE LIST**

Following table contains Approved Make List. Although, any make other than specified in table shall be subject to BSES Yamuna Power Limited Approval.

| S# | Equipment | MAKE |
|-----------|--|-------------------------------|
| 12.1 | Sectionalizer Relay | Schneider, Siemens, GE, Entec |
| 12.2 | Terminal Block- Screw Driver Operated, Stud Type | Elmex, Connectwell |
| 12.3 | MCB | ABB, Schneider, C&S, Havells |
| 12.4 | 11kV boots | Raychem, 3M, KD Joshi, Gala |

**TECHNICAL SPECIFICATION
FOR
11 kV SINGLE PHASE POLE MOUNTED
CIRCUIT BREAKER
SPECIFICATION NO. – SP-SPCB-209-R0**

| | | |
|-------------|--------------------|--|
| Rev: | 0 | |
| Date: | 10 July 2023 | |
| Prepared by | Abhishek Vashistha |  <small>7a74fd4f-e398-49cf-bd05-e398d5a949f0</small> |
| | Ashish Joshi |  <small>28cf4d7d-6c91-4d53-be77-f490e198fb6b</small> |
| Reviewed by | Puneet Duggal |  <small>404db803-a91f-4234-85f0-0b2b5098ec32</small> |
| Approved by | Gaurav Sharma |  <small>23dc2de2-95de-4472-99a7-dea873f472b6</small> |

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| 6.0 DEVIATION | 9 |
| 7.0 DOCUMENT SUBMISSION MATRIX | 9 |

TECHNICAL SPECIFICATION FOR 11 kV 1Ø POLE MOUNTED CIRCUIT BREAKER**1.0. SCOPE**

This specification covers the Design, Manufacturing, testing at manufacturer's work, Packing, Supply, unloading at site/store, Installation, Testing & Commissioning of 11kV Pole mounted Single phase circuit breaker complete with mounting structures & all associated accessories.

2.0. STANDARDS & CODES

Materials, equipment and method used in the manufacturing of Circuit Breaker unit shall conform to the latest edition of following standards:

| STANDARD CODE | STANDARD DESCRIPTION |
|----------------------|---|
| IEC 62271-111 | Automatic circuit reclosers for alternating current systems up to and including 38 kV |
| Latest Edition | Indian Electricity Rules |
| Latest Edition | Indian Electricity Act |
| Latest Edition | CBIP Manual |

3.0. SERVICE CONDITIONS

Pole mounted single phase circuit breaker units shall be suitable for satisfactory operation under the following conditions-

| S No. | PARAMETERS | CONDITION |
|--------------|----------------------------------|---|
| 3.1 | Average grade atmosphere | Heavily polluted, Dry |
| 3.2 | Maximum altitude above sea level | 1000M |
| 3.3 | Ambient air temperature | Highest 50 Deg C Average 40 Deg C Minimum 0 Deg C |
| 3.4 | Maximum Relative Humidity | 100% |
| 3.5 | Rainfall | 750mm concentrated in four months |

TECHNICAL SPECIFICATION FOR 11 kV 1Ø POLE MOUNTED CIRCUIT BREAKER**4.0. DESIGN FEATURES**

| S No. | Parameters | Technical Requirements | Vendor Confirmation |
|--------------|---|--|----------------------------|
| 4.1 | General Requirements | | |
| 4.1.1 | Application | Single Phase, Single Pole Mounted, Outdoor Type | |
| 4.1.2 | Operating Voltage | 11 kV | |
| 4.1.3 | Highest System Voltage | 12 kV | |
| 4.1.4 | Rated frequency | 50 Hz | |
| 4.1.5 | Continuous current rating at 40 deg C Ambient temperature | 400 A (min) | |
| 4.1.6 | No. of phases | 1 | |
| 4.1.7 | Rated short time withstand current | 10 kA for 1 sec | |
| 4.1.8 | Rated symmetrical short circuit breaking current | 8kA | |
| 4.1.9 | Rated peak making Current | 20 kA | |
| 4.1.10 | Rated Power Frequency withstand voltage (Dry & Wet) | 28 kV rms for 60 sec | |
| 4.1.11 | Rated Lightning Impulse Withstand Voltage (BIL) | 75 kVp | |
| 4.2 | Circuit Breaker Unit | | |
| 4.2.1 | Circuit Breaker Type | Vacuum Circuit Breaker ; having in - build Current Transformer | |
| 4.2.2 | Operating Mechanism | Magnetic Actuator based opening and closing operation | |
| 4.2.3 | Insulation material | Solid Dielectric Epoxy resin | |
| 4.2.4 | Minimum creepage distance of bushing | 31 mm /kV | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Parameters | Technical Requirements | Vendor Confirmation |
|------------|--|---|---------------------|
| 4.2.5 | Mechanical Endurance Class | M1 class of IEC 62271-100 | |
| 4.2.6 | Electrical Endurance Class | E2 class of IEC 62271-100 | |
| 4.2.7 | Operating sequence | O- 0.3 sec – CO – 3 min -CO | |
| 4.2.8 | Breaker Closing Time | Not more than 5 cycles | |
| 4.2.9 | Breaker opening Time | Not more than 4 cycles | |
| 4.2.10 | In build CT Type | Cast Resin | |
| 4.2.11 | CT Ratio & Accuracy class | Vendor to specify | |
| 4.2.12 | Voltage transformer type | Cast Resin | |
| 4.2.13 | Voltage Transformer Ratio & Accuracy class | Vendor to specify | |
| 4.2.14 | Terminal Connectors | Suitable for 95 &150 Sq mm HTAB/ ACSR Dog conductor to be provided by vendor | |
| 4.3 | Breaker Protection & Control Unit | | |
| 4.3.1 | Make | Vendor to specify | |
| 4.3.2 | Type | Microprocessor based Electronic type | |
| 4.3.3 | Control features Accessibility | Through navigation keypad or with dedicated push buttons | |
| 4.3.4 | Protective Features | a. Over-current – Range of Setting - Current: min 50% -Time: IDMT & Inst. both b. Earth Fault – Range of Setting - Current: min 20% -Time: IDMT & Inst. both | |
| 4.3.5 | Push Button& Selector Switch | a. OpenCB b. CloseCB c. Operating Mode –Recloser / Sectionalizer through selector Switch with locking mechanism d. Local/Remote operation through selector switch with locking mechanism | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Parameters | Technical Requirements | Vendor Confirmation |
|--------------|--|---|----------------------------|
| 4.3.6 | Relay configuration | Configuration of the relay shall be possible remotely through SCADA and locally through port provided on relay. | |
| 4.3.7 | Indicating LEDs | a. Health status b. Unit Status - Close /Open c. AC Healthy d. Battery DC Healthy e. Over-current pickup f. Over-current fault g. Earth Fault | |
| 4.3.8 | Metering | a. Current b. Voltage c. Active power d. Reactive power e. Apparent power f. Powerfactor g. PeakCurrent h. Energy | |
| 4.3.9 | Auxiliary Contacts | 4 NO + 4 NC | |
| 4.4 | SCADA Communication | | |
| 4.4.1 | Connectivity Modem | 4G modem with 2G fall back shall be provided for SCADA connectivity over IEC 104 protocol. Modem shall be installed inside Control Panel. | |
| 4.4.2 | Adherence to cyber security guidelines | Integration should comply all the cyber security guidelines issues by CEA, NCIIPC and CERT-IN. | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Parameters | Technical Requirements | Vendor Confirmation |
|-------|--------------------------------|--|---------------------|
| 4.4.3 | Signal communication | Complete data to controller including following signals shall be integrated to SCADA: <ol style="list-style-type: none"> Sectionalizer Open Sectionalizer Close Sectionalizer Trip Sectionalizer spring charge status DC Voltage Battery charge status LV compartment door open Fault record data Event record data Measurement Data- Voltage, current, PF, Power etc. | |
| 4.5 | Control Panel Enclosure | | |
| 4.5.1 | Enclosure type | <ol style="list-style-type: none"> Outdoor type, Galvanized sheet steel box Min 85 micron powder coating Paint shade: 632 of IS-5 double door layer arrangement Inner door for Relay & accessories mounting Outer door for environmental protection and locking Both doors shall have locking arrangement | |
| 4.5.2 | Installed Instruments | Protection Relay, Battery & other associated accessories including 4G modem | |
| 4.5.3 | ON/OFF Indication | LV compartment should have switch to indicate door ON OFF status | |
| 4.5.4 | Ingress protection | Circuit Breaker- IP65, Control Panel - IP55 | |
| 4.5.5 | Earthing terminal | Shall be provided on Circuit Breaker (HV Unit) and Control Panel (LV Unit) | |
| 4.6 | Battery details | | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Parameters | Technical Requirements | Vendor Confirmation |
|-------|---|--|---------------------|
| 4.6.1 | Type | Maintenance free Li ion | |
| 4.6.2 | Backup time | 5 hours (min) | |
| 4.6.3 | Rated Voltage | 24 V DC | |
| 4.6.4 | Rating | 26 Ah (Min) | |
| 4.6.5 | Expected life | 10 Year | |
| 4.6.6 | Battery Charger | SMPS based battery charger shall be provided for Li-ion battery charging & for load during normal power supply | |
| 4.7 | Insulating boot of 11 kV voltage rating on all bare terminals of circuit breaker unit | To be provided by vendor | |
| 4.8 | Control Cable and accessories | Control wiring by using 2.5 sqmm color coded 1.1 kV rated control wiring conforming to IS 1554 with required lugs and ferrules. | |
| 4.9 | Pole Mounting hardware including angle, channel, Nut Bolts etc | Weather resistant HDG as per relevant IS. This includes all accessories required for installation, testing and commissioning of Sectionalizer and associated equipment's | |
| 4.10 | Name plate marking | As per IEC 62271-111 | |
| 4.11 | Weight of circuit breaker unit | Vendor to specify | |
| 4.12 | Weight of Control Panel | Vendor to specify | |

5.0. QUALITY ASSURANCE PLAN, INSPECTION AND TESTING

| S No. | Parameters | Technical Requirements |
|-------|------------------------|---|
| 5.1 | Quality Assurance Plan | QAP Shall be submitted by vendor for approval. Inspection and testing of the material shall be carried out accordingly. |
| 5.2 | Type test | <p>a) Circuit Breaker unit must be of type tested as per relevant IS/IEC. Type test conducted either from CPRI/ERDA/ Internationally accredited third party laboratory will be treated as valid.</p> <p>b) Type test reports shall be submitted for the type, size & rating of Circuit Breaker unit offered along with bid.</p> |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| | | |
|-----|-------------------|--|
| 5.3 | Acceptance Tests | The sampling & acceptance tests shall be conducted, as per approved QA plan for each lot of Circuit breaker unit during the inspection of lot at manufacturer's works. |
| 5.4 | Inspection | <p>a) The buyer reserves the right to inspect Circuit breaker unit at the seller's works at any time prior dispatch, to verify compliance with the specifications.</p> <p>b) In-process and final inspection call intimation shall be given in 15 days advance to purchaser.</p> |
| 5.5 | Test certificates | Test certificates shall be submitted along with the dispatch documents. |

6.0. DEVIATIONS

| | | |
|-----|-----------|---|
| 6.1 | Deviation | Deviations from this specification shall be stated in writing with the tender by reference to the specification clause/GTP/Drawing and a description of the alternative offer. In absence of such a statement, it will be assumed that the bidder complies fully with this specification. |
|-----|-----------|---|

7.0. DOCUMENT SUBMISSION MATRIX

Document/Drawing submission shall be as per the matrix given below:

- All documents/drawings shall be provided in soft copy only.
- Language of the documents shall be English only.
- Incomplete submission shall be liable for rejection.
- Document check sheet compliance shall be the first sheet for each submission stage i.e. Technical bid, Drawing Approval, Pre Dispatch, Pre closure.
- No submission is acceptable without check list compliance.
- Order of documents shall be strictly as per the check list.
- Any drawing not included in the below table but necessary for detailed engineering shall be deemed to be included in bidder's scope.

| S No. | Description | Technical Bid | Drawing Approval | Pre Dispatch | Pre Closure |
|-------|-----------------------|---------------|------------------|--------------|-------------|
| 7.6.1 | Tender No. | Required | | | |
| 7.6.2 | Communication Details | | | | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Description | Technical Bid | Drawing Approval | Pre Dispatch | Pre Closure |
|--------------|---|----------------------|-------------------------|---------------------|--------------------|
| 7.6.2.1 | Name of the Bidder | Required | | | |
| 7.6.2.2 | Name of Authorized contact person | Required | | | |
| 7.6.2.3 | Contact No. of Authorized contact person | Required | | | |
| 7.6.2.4 | E-mail id of Authorized contact person | Required | | | |
| 7.6.3 | Document Submission Format | | | | |
| 7.6.3.1 | Index of documents with page numbers for each document | Required | | | |
| 7.6.3.2 | Separator with document description shall be provided before each document | Required | | | |
| 7.6.4 | Qualifying Requirement Compliance | | | | |
| 7.6.4.1 | Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided | Required | | | |
| 7.6.4.2 | Detailed Documents supporting compliance of qualifying criteria | Required | | | |
| 7.6.5 | Drawings/ Documents as per Technical Specification | | | | |

TECHNICAL SPECIFICATION FOR 11 KV 1Ø POLE MOUNTED CIRCUIT BREAKER

| S No. | Description | Technical Bid | Drawing Approval | Pre Dispatch | Pre Closure |
|--------------|--|----------------------|-------------------------|---------------------|--------------------|
| 7.6.5.1 | Signed copy of technical specification | Required | | | |
| 7.6.5.2 | Type Test reports of offered model/ type/ rating | Required | Required | | |
| 7.6.5.3 | Deviation Sheet | Required | Required | | |
| 7.6.5.4 | Detailed Drawings | Required | Required | | |
| 7.6.5.5 | Other documents mentioned in technical specification | Required | Required | | |
| 7.6.5.6 | Design Calculation | | Required | | |
| 7.6.5.7 | Manufacturer's quality assurance plan | | Required | | |
| 7.6.5.8 | GTP | | Required | | |
| 7.6.5.9 | Inspection Reports | | | Required | |
| 7.6.5.10 | As manufacturing Drawings | | | Required | |
| 7.6.5.11 | Operation and Maintenance Manual | | | Required | |
| 7.6.5.12 | As built Drawings | | | | Required |
| 7.6.6 | Soft Copy of complete documentation as mentioned above | Required | Required | Required | Required |