

**NOTICE INVITING TENDER (NIT)**

**RATE CONTRACT FOR SUPPLY**

**OF**

**THREE PHASE ENERGY METERS IN BYPL**

**NIT NO: CMC/BY/24-25/RS/SkS/APT/39**  
**[RFx Number: 2200000067]**

**Due Date for Submission: 04.11.2024, 16:00 HRS**

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

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**VOLUME – I: INFORMATION TO BIDDER (ITB)**

INFORMATION TO BIDDER (ITB)  
NIT NO: CMC/BY/24-25/RS/SKS/APT/39  
[RFx Number: 2200000067]

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Bidders seal & Signature

## SECTION – I: REQUEST FOR QUOTATION

### 1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as "BYPL") invites **Open Tender** in the E-Tender Bidding Process on a "Single Stage: Two Parts" from interested Bidders to enter into a **Rate contract valid for one year** as detailed below:

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	Delivery at
Rate Contract for supply of three phase energy meter in BYPL.	1,180	1.90 Crore	3.81 Lakh	Delhi Store(s)/ Site(s)

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

- 1.02 The tender document is available for downloading from our website [www.bsesdelhi.com](http://www.bsesdelhi.com) --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders** or through our E-Tendering portal link (<https://srmpportal.bsesdelhi.com:50001/irj/portal>).
- 1.03 **Tender Fee:** The bidder has to compulsorily submit the non-refundable tender fee of ₹ **1,180/-** as demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS covering the cost of bid documents. Any such bid submitted without this Fee shall be rejected.
- 1.04 **Earnest Money Deposit (EMD)** of ₹ 3,81,000/- (Rupees Three Lakh and Eighty One Thousand only) valid for 120 days from the due date of bid submission in the form of BG/FD/online transfer of the requisite amount through IMPS/NEFT/RTGS. Any such bid submitted without EMD shall be rejected.

### 1.05 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	04.11.2024 up to 16:00 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: ----- After registering, you will receive a confirmation email containing information about joining the meeting.	Schedule date and link will shared if required
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	
4	Last Date of replies to all the pre-bid queries as received	
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	04.11.2024 up to 16:00 Hours
6	Date & Time of Opening of PART A – EMD and Technical Bid	04.11.2024 up to 16:30 Hours
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.

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

**Part A – Techno Commercial Bid**

**Part B – Price Bid**

Bids will be submitted online and received up to **04.11.2024, 16:00 Hrs.** at the address given below.

Part A of the Bid shall be opened online on **11.09.2024, 16:30 Hrs.**

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 are submitted online and 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**

All envelopes shall be duly superscribed "**BID FOR RATE CONTRACT FOR SUPPLY OF THREE PHASE ENERGY METERS**" "**NIT NO: CMC/BY/24-25/RS/SKS/APT/39 [RFx Number: 2200000067] DUE ON 04.11.2024, 16:00 Hrs.**"

1.07 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.
- 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 is not submitted.
- 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 Bid Index for Part-A (Technical Bid) at APPENDIX I ANNEXURE – 1.01.
- h) Filled in Schedule of Deviations as per Annexure is not submitted.

**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:**

<b>S. No.</b>	<b>Criteria</b>	<b>Documents to be submitted by the bidder</b>
1	The Bidder must be an Original equipment manufacturer of the products proposed (Energy Meter) under this NIT with valid BIS License for the offered static energy meters.	a. Self undertaking in support of this criteria. b. List of energy meters manufactured at their plant(s) along with active BIS

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		licenses for these meters and detail of their plants (Manufacturing locations). c. A brief summary of their manufacturing capabilities d. Any other relevant document. (Factory License etc.)
2	The Bidder should have supplied at least <b>Fifty (50) Thousand Nos Three Phase</b> Static Energy Meters in the <b>last Three (03)</b> financial years i.e FY 2021-22, 2022-23 and 2023-24 as on date of bid submission to Power Utilities/Discoms/State electricity boards/PSU's in India.	a. Summarized list clearly mentioning Purchase Order reference number, PO date, Name of Utility/ Discoms, PO quantity, Supplied quantity. b. PO copies. c. Delivery completion certificate or Delivery challan copies.
3	Performance Certificate' not older than five (05) years from the date of issue of tender for satisfactory performance of at-least two years, from minimum Two (02) Power Utilities/Discoms / State electricity boards/PSU's in India.  In case the bidder has a previous association with BRPL/BYPL for supply of similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third party organization.	Copies of Performance Certificates.
4	The bidder should have plant installed capacity to supply at least <b>Fifty (50) Thousand Nos</b> Static energy meter per annum as on date of bid submission.	Installed Capacity Certificate issued by Statutory authority OR Chartered Engineer/CA certificate.
5	The bidder must possess following certificates valid as on date of tender: a. ISO 9001:2015 or later Certificate for meter manufacturing. b. ISO 27001:2005 or later - Information Security Management System. c. ISO 14001:2004 or later - Environmental Management System.	Copy of valid Certificate.
6	BYPL can audit manufacturer's plant / manufacturing /works for quality checks/ Production capacity/ manufacturing processes as a part of tender process/ post issuance of PO.	"No Objection" undertaking by the bidder.
7	Bidder should have complete volume of type test reports as per IS 13779 (Including latest Amendments if any) and magnet test as per CBIP-88 from any NABL accredited lab. The type test report should not be older than 2 years as on the date of bid submission .	Copy of valid Certificate.
8	The bidder should have following facilities to meet both quality and quantity requirement of supplies.	
8.a)	<b>Computerized test bench:</b> The bidder should have sufficient Nos. of Computerized test benches. The benches should have electronic supply, Isolated CT/ PT system and data should be directly stored in central server. During the	Self Undertaking

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	lot acceptance, BSES inspector can test up to 5% of offered quantity. The bidder should agree to provide all test facility to do so. Further he should allow BSES inspector to check shop floor process. The place of inspection should be clearly marked in tender and same should be well equipped.	
8.b)	<b>Seal tracking system:</b> The bidder has to put both his own seal and BSES seal(s) on the meter. He should have a seal tracking software to ensure tracking of seal and no duplication of seals and meter nos,	Self Undertaking
8.c)	<b>Test equipment:</b> Since the meters have lot of anti theft features, the bidder should have test set up to check the working of all anti theft features. Same should be available during lot inspection, otherwise inspector has a right to withdraw inspection.	Self Undertaking
8.d)	<b>PCB assembly facility:</b> The PCB facility should have auto- pick & place machine, in- circuit testor, Protection against static charge/ dust etc.; and process to ensure no corrosion of soldering points/ tracks. Incase service is taken from other vendors. Bidder shall arrange inspection of facility. The bidder should be taking the service from the vendor since last two years and so far have procured one million meter PCB from vendor.	Self Undertaking

#### 2.02 Commercial Criteria:

S. No.	Criteria	Documents to be submitted by the bidder
9	The Bidder should have Average Annual Turnover of at least ₹ <b>One Hundred (100) Crores</b> during the last three (03) Financial Years related to energy meters business i.e. FY 2021-22, 2022-23 and 2023-24	Audited balance sheets / Duly certified CA certificate with UDIN.
10	The bidder must be a Company/ LLP registered in India under the Companies Act/ Partnership under Partnership Act at least since last 5 years from the date of bid submission.	Copy of valid Certificate.
11	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 submission .	Self Undertaking
12	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 submission	Self Undertaking
13	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/Undertaking

Notwithstanding anything stated above, BYPL reserves the right to assess the bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out

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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.

The prospective bidders must have the following facilities in addition to above qualification requirement.

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

**2.4 Routine test data:** During lot acceptance, all routine test data should be made available to inspector. In fact as per BIS, STI all test data should be offered to inspector for verification. Routine test report should be packed with each meter.

**2.5 Test benches:** During the lot acceptance, BSES inspector can test up to 5% of offered quantity. The manufacturer should agree to provide all test facility to do so. Further he should allow BSES inspector to check shop floor process. The place of inspection should be clearly marked in tender and same should be well equipped.

The manufacturer should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about No Objection to verify his manufacturing facility as a part of tender process. Further in relevance to above clause, vendor should submit details of facilities

### 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 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

##### **BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:**

BSES will 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](mailto:Rakesh.Ku.Sharma@relianceada.com),
2. Mr Anup Toppo, E-mail: [Anup.toppo@relianceada.com](mailto:Anup.toppo@relianceada.com), with your details as per below:

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

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

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Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-procurement site. Please refer to the user manual available at <https://srmpportal.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 Tender Fee (in the form of DD) or EMD (in the form of BG/FD/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 the following:

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

Kindly Note:

- The bidder has to ensure that the 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.

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

**PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and shall be submitted before the due date & time specified.

**PART A: TECHNICAL BID** comprising of the following, do not contain any cost information whatsoever and shall be submitted within the due date:

S. No.	Descriptions	Type of Documents/Format
<b>A.1</b>	<b>Bid Details</b>	
1	<b>Bid Index for Part-A (Technical Bid)</b>	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	<b>Cover Letter, if any</b>	Standard Format
3	<b>Bid Form (Unpriced) Duly Signed</b>	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	<b>Tender Fee</b>	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	<b>EMD</b>	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	<b>Power-of-Attorney/ Authorization Letter</b>	In the standard stamp paper/letter
<b>A.2</b>	<b>Technical Bid</b>	
7	<b>Communication Details</b>	Duly filled and signed as per enclosed format at APPENDIX I

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	<b>of the Bidder</b>	ANNEXURE – 1.06
8	<b>Manufacturer Authorization Form (as applicable)</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	<b>Technical Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	<b>Schedule of Deviations - Technical</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	<b>Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification</b>	Bidder shall submit duly filled GTP with all Technical documents
12	<b>Technical Drawings as per specification</b>	Bidder shall submit all Drawings as per the specification
13	<b>Type Test Reports</b>	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12
14	<b>Sample Submission Details (if applicable as per specification)</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13
15	<b>Product Catalogue (If applicable)</b>	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	<b>Manufacturer's Quality Assurance Plan</b>	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	<b>Other drawings/ documents mentioned in technical specification</b>	Bidders shall submit a copy of documents in their technical bids in support of technical specifications
18	<b>Testing Facilities</b>	Bidder shall submit the details of testing facilities available at their works/factory.
<b>A.3 Commercial Bid</b>		
19	<b>Company Profile, Organization Chart &amp; Manpower Details.</b>	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	<b>Commercial Qualifying Criteria Compliance Index &amp; Documents</b>	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	<b>Undertakings</b>	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	<b>Schedule of Deviations - Commercial</b>	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	<b>Acceptance Form For Participation in Reverse Auction Event</b>	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	<b>Commercial Terms and Conditions</b>	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05

25	<b>Un price Bid Duly Signed</b>	Item wise marked as "Quoted" & Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT
26	<b>Signed Tender document</b>	Original Tender documents duly stamped & signed on each page as a token of acceptance

**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.
- 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).

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

**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. Reverse Auction will be carried out on individual item-wise rates or Package-wise.

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 APPENDIX I ANNEXURE – 1.17.

**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 Rate Contract/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 Contract: The rate contract shall have a validity period of 12 months from the date of RC issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder. Purchase Order (PO) shall be placed as per the requirement of BYPL.
- 4.05 Rate shall remain FIRM till the validity of the Contract.
- 4.06 Quantity Variation: The purchaser reserves the right to vary the quantity by (±) 30% of the tender quantity during the execution of the rate contract.

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4.07 Quantity Splitting: The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders. If the quantity is to be split, quantity distribution shall be in the manner detailed below:

- a) If the quantity is split among 2 bidders, it will be done at 70:30 on the L1 price.
- b) If the quantity is split among 3 bidders, it will be done at 50:30:20 on the L1 price.

Note: If quantity needs to be distributed and order splitting is required, quantity distribution shall be maximum among three (3) bidders.

## 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
<b>Technical</b>		
CES Dept. 3 <sup>rd</sup> 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
<b>Commercial</b>		
C&M Dept. 3 <sup>rd</sup> Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Anup Toppo Sr. Manager (C&M)	Anup.Toppo@relianceada.com
	Santosh Singh Addl. VP (Head- Procurement)	santosh.kum.singh@relianceada.com
	Robin Sebastian VP (HOD-C&M)	robin.sebastian@relianceada.com

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## 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 Unloading and proper stacking at Purchaser’s stores/site.

### 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.

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.

## 6.00 **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 the website [www.bsesdelhi.com](http://www.bsesdelhi.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.bsesdelhi.com](http://www.bsesdelhi.com)
- 6.04 Purchaser shall reserve the rights to the following:
- Extend the due date of submission,
  - Modify the tender document in part/whole,
  - 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:

- All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.
- PART A – Technical Bid and
- PART B - Financial Bid

### 9.0 **BID FORM**

9.01 The Bidder shall submit Bid Form with the Bidding Documents.

### 9.02 **EMD**

Pursuant to Clause 8.0(a) 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 will 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) Fixed Deposit (lien marked in favour of BSES Yamuna Power Limited) payable at Delhi.
- (c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in Appendix II - **BYPL BANK DETAILS 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 or 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, 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 words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations 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 /FD 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 mark for the Original. The envelopes should be superscribed with — "Tender 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.

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**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 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-

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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 will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will 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 that result from the above procedures shall be added for 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 any time 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 the order to other bidders in the tender, provided it is required for the 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/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 30 months from the date of last receipts at site/stores 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 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 contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a proposal 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, 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.

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### 31.0 **STATUTORY GUIDELINES & REGULATIONS**

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

### 32.0 **SAFETY**

Safety related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <http://www.bsesdelhi.com>. All bidders shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

### 33.0 **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 the company/BYPL shall be final and binding upon the parties.

**APPENDIX I**ANNEXURE – 1.01**BID INDEX FOR PART-A (TECHNICAL BID)**

(To be filled & submitted on Bidder Letter Head, Bidders document submission should have following main categories as outlined below and should have page numbers printed at the bottom of each page with this page as page number 1. The page number should be in "Page X of Y" format. Separator with document description shall be provided before each document)

**NIT & RFx No.:****Bidder's Name:****Bidder's Bid Reference No. & Date:**

S. No.	Particulars	Bid Pdf Page No.	
		From	To
<b>A.1</b>	<b>Bid Details</b>		
1.	Bid Index for Part-A (Technical Bid) as per APPENDIX I ANNEXURE - 1.01	1	
2.	Cover Letter, If any		
3.	Bid Form (Unpriced) Duly Signed as per APPENDIX I ANNEXURE - 1.02		
4.	Tender Fee Details as per APPENDIX I ANNEXURE - 1.03		
5.	EMD Details as per APPENDIX I ANNEXURE - 1.04 & 1.05		
6.	Power-of-Attorney / Authorization Letter		
<b>A.2</b>	<b>Technical Bid</b>		
7.	Communication Details of the Bidder as per APPENDIX I ANNEXURE - 1.06		
8.	Manufacturer Authorization Form (as applicable) as per APPENDIX I ANNEXURE - 1.07		
9.	Technical Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.08, 1.09, 1.10		
10.	Schedule of Technical Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.11		
11.	Guaranteed Technical particulars (GTP) as per specification		
12.	All Drawings as per specification		
13.	Type Test Reports (Sequence of Tests shall be strictly in accordance with relevant IS/IEC) as per APPENDIX I ANNEXURE - 1.12		
14.	Sample Submission Details (If applicable as per Specification) as per APPENDIX I ANNEXURE - 1.13		
15.	Product Catalogue (If applicable)		
16.	Manufacturer's quality assurance plan (as applicable)		
17.	Other drawings/ documents mentioned in technical specification		
18.	Testing Facilities		
<b>A.3</b>	<b>Commercial Bid</b>		
19.	Company Profile/Organogram/Organization Chart & Manpower Details		
20.	Commercial Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.14		
21.	Undertakings as per APPENDIX I ANNEXURE - 1.15		
22.	Schedule of Commercial Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.16		
21.	Acceptance form for participation in reverse auction event as per APPENDIX I ANNEXURE - 1.17		
24.	Acceptance of Commercial Terms and Conditions as per APPENDIX II ANNEXURE - 2.05		
25.	Un Price Bid Duly Signed (Volume - II Price Bid Format)		
26.	NIT Document complete Signed & Stamped		

**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 the 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 undertake to deliver the entire goods as per the delivery schedule mentioned in Section IV from the date of award of the 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 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 the supply/services 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, by the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of .....

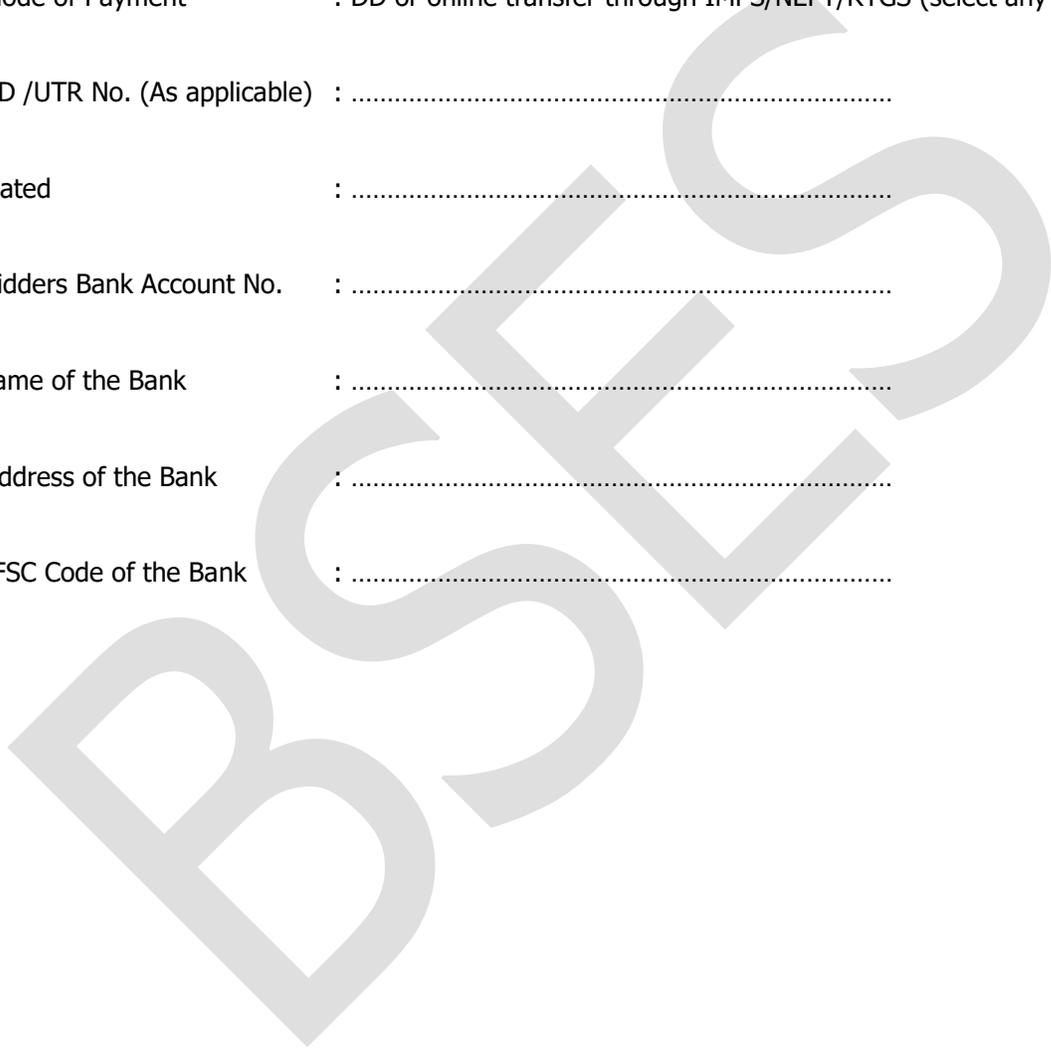
.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS).....

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**TENDER FEE DETAILS**

- a. Amount (Rs.) : **1,180/- (One Thousand One Hundred Eighty Only)**
- b. Mode of Payment : DD or online transfer through IMPS/NEFT/RTGS (select any one)
- c. DD /UTR No. (As applicable) : .....
- d. Dated : .....
- e. Bidders Bank Account No. : .....
- f. Name of the Bank : .....
- g. Address of the Bank : .....
- h. IFSC Code of the Bank : .....



**EMD DETAILS**

- a. EMD Amount (Rs.) : .....
- b. Mode of Payment : BG/FD/online transfer through IMPS/NEFT/RTGS (select any one)
- c. BG/FD/UTR No. (As applicable): .....
- d. Dated : .....
- e. BG valid up to : .....
- f. BG Claim period up to : .....
- g. Bidders Bank Account No. : .....
- h. Name of the Bank : .....
- i. Address of the Bank : .....
- j. IFSC Code of the Bank : .....

**(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*] (hereinafter called the "Bank"), are bound unto BSES Yamuna Power Ltd., with its Corporate Office at Shaktikiran Building, Karkardooma, Delhi -110032, (hereinafter 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 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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**COMMUNICATION DETAILS OF THE BIDDER**

<b>S. No.</b>	<b>Designation</b>	<b>Name</b>	<b>Mobile No.</b>	<b>E-mail id</b>
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			
7	Authorized contact person (Primary responsibility for the Bid)			
8	Authorized contact person (Secondary responsibility for the Bid)			

**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 us .....and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty by the Conditions of the Contract or as mentioned elsewhere in the Tender Document, concerning 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 the same as defined in the contract issued to our channel partner against this tender.

Yours Sincerely,

For .....

Authorized Signatory

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<b>QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA</b>				
<b>S No</b>	<b>Qualifying Criteria Description as per section 1 clause 2.00</b>	<b>Documentary Proof Description</b>	<b>Documentary Proof Enclosed on Bid Page No.</b>	
			<b>From</b>	<b>To</b>
1				
2				
3				
4				
5				

<b>LIST OF PURCHASE ORDERS EXECUTED &amp; DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS</b>													
S No	Item Details				PO & Execution Details					Customer Name	End User (shall be Utility/ SEB's/ PSU's) name and details	PO copy, MDCC /Delivery completion certificates/ Invoice Copies enclosed on Bid Page no.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)	PO No	PO Date	PO Qty	Executed Qty	Execution Year			From	To
<b>Total</b>							Σ	Σ					

**Note – Only items relevant as per qualifying requirements should be included in the list.**

LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT														
S No	Item Details				PO No	Supplied/ Commissioning		Performance Certificate Issue Date	Performance Certificate Issued By End User (Utility/SEB/Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)		Qty.	Date			Name	Email	Mobile	From	To
<b>Total</b>					$\Sigma$									

**Note –**

- 1. Only items relevant as per qualifying requirement should be included in the list.**
- 2. Only Performance certificates issued by End User (utilities/ SEB's/PSU's only) will be accepted as per qualifying requirement.**

**SCHEDULE OF DEVIATIONS - TECHNICAL**

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:-**

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

**Note – Please enclose detailed GTP and drawings as per specification after the technical deviation sheet**

**Seal of the Bidder:**

**Signature:**

**Name:**

TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)								
S No	Test Description	Reference Standard	Reference Standard Clause No.	Name of Testing Lab	Test Report Reference Number	Date of Issue of Report	Report Enclosed on Bid Page No	
							From	To
1								
2								
3								
4								
5								
6								
7								

<b>SAMPLE SUBMISSION DETAILS (IF APPLICABLE AS PER SPECIFICATION)</b>		
<b>S No</b>	<b>Description</b>	<b>Bidder's Response</b>
1	Samples submitted with the bid	Yes/No
1	Sample Type -1	
1.1	Model Number	
1.2	Number of samples	
2	Sample Type -2	
2.1	Model Number	
2.2	Number of samples	

BSEES

<b>QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA</b>				
<b>S No</b>	<b>Qualifying Criteria Description as per section 1 clause 2.00</b>	<b>Documentary Proof Description</b>	<b>Documentary Proof Enclosed on Bid Page No.</b>	
			<b>From</b>	<b>To</b>
1				
2				
3				

BSE

**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

**SCHEDULE OF DEVIATIONS - COMMERCIAL**

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:

**Commercial Deviations:-**

S. No.	NIT Pdf Page No.	NIT Clause 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:**

**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 the 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 from submitting the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid 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 outright 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 the 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 the conclusion of the auction event to arrive at the contract amount.

Signature &amp; seal of the Bidder

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## **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 labour 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.

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. 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, 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 are 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) is 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 are 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 a Vendor and in legal action.
- . Disclosure of Information - Vendors must disclose information regarding their 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**

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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 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 modelled on and contains language from 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)**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

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 "Suppliers" 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 the 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 of 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 is 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 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 without 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 that may be levied are to be borne by the bidder.

## **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 a 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 a minimum of 7 (seven) days in advance from the delivery schedule mentioned in the 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 the 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 the SELLER has no requirement for 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 the 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 Notes, Purchase Returns, Debit Notes) shall be made within the timelines 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.
- 11.05.3 Any Vendors / Contractors / Service providers 'shall' mention the following minimum requirements in 'invoice' while furnishing Invoices with us:
1. Invoice / Credit Note Number and Date.
  2. Address of supplier/service provider and GSTIN.
  3. Customer Name and Address as per GST Registration Certificate and GST registration Number.
  4. 'Shipped to' and 'Billed to' addresses.
  5. Place of Supply.
  6. Description of Goods/Service along with unit of measurements.
  7. HSN / SAC Code.
  8. Taxable value (Gross & deduct Discount separately if allowed)
  9. Rate and amount of Tax separately for CGST, SGST and IGST as applicable.
  10. Signature of Supplier. (For e-invoices physical signature is not required)
  11. Whether Reverse Charge is applicable or not.
- 11.06 E Way Bills/transit documents for movement of Goods:  
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the 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 misdeclaration. The Supplier is responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

## **12.0 Terms of Payment and Billing**

- 12.01 For Supply of equipment/item:  
100% payment shall be made within 45 days from the date of receipt & acceptance of material at store/site against submission of the following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

- a) Signed copy of accepted Rate Contract (as applicable) & Purchase Order (for first payment)
- b) PBG equivalent to 1% of RC Value (including GST) valid till RC validity period, as applicable
- c) LR / RR / BL as applicable
- d) Challan as applicable
- e) Two (02) copies of the Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and is 100% of the value of the consignment claimed.
- f) 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.
- g) Two (02) copies Packing List / Detailed Packing List
- h) Approved Test certificates / Quality certificates, if applicable
- i) Certificate of Origin, if applicable
- j) Material Dispatch Clearance Certificate (MDCC)
- k) Warranty / Guarantee Certificate, if applicable
- l) Checklist for bill submission.

- 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 of any tax credit due to any shortcoming 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 is 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 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 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 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 of 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 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/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 30 months from the date of last receipts at site/stores 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 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 outlined 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 outlined 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 outlined in Clause 22.0.

#### **19.0 Defects Liability Period/Guarantee/Warranty**

19.01 The bidder is 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 66 months from the date of receipt of each unit at store(s)/site(s).

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 the 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 of 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**

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 Delhi, 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 the 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 the 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 or levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes or duties imposed by the Competent Authorities by way of fresh notification(s) after 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 the Competent Authority. Further, changes in Taxes, Duties & Levies after the 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 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 to comply with the 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 breakdowns/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 the following occurs:
- i. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.
  - ii. In case the Bidder commits any Act of Insolvency, or is 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 with 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 the 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 the failure to perform such obligations shall be due to an 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**

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 that 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 the attached specifications. The Bidders shall submit copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment (as applicable). The Bidder shall ensure 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: The 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 that are contrary to the most elementary rules of diligence that 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
  - (ii) The insurance claim proceeds that 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 an 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 that 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 the 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](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract/PO/WO.

The 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 the 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 obligations 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 parties.

40.04 We expect your services and supplies to be 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>.

### QUANTITY AND DELIVERY REQUIREMENTS

SI. No.	BYPL SAP Code	Item Description	Specification	Total Qty. (Nos)	Tentative Delivery Schedule	Destination
1	2100005346	SUPPLY OF THREE PHASE ENERGY METER	BSES-TS-033-TPWM-R0	8,000	Delivery within 02 Month from the LOI/PO date.	BYPL Delhi Store(s)/ Site(s)

The delivery schedule shown above is tentative. PO(s) will be released as per the actual requirement. However, the supplier has to deliver the material within the delivery schedule provided.

Schemes may be executed in a phased manner.

## 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.

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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

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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.....

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**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

BSEFS

**ANNEXURE – 2.03**

**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 any manufacturing defect  
during.....months from the date of dispatch of material or.....months from the date of commissioning  
whichever is earlier.

Vendor Name & Signature

**ANNEXURE – 2.04**

**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 the 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"

**ANNEXURE – 2.05****SUMMARY OF COMMERCIAL TERMS AND CONDITIONS**

<b>SL NO</b>	<b>PARTICULARS</b>	<b>CLAUSE AS PER TENDER</b>	<b>BIDDER'S CONFIRMATION</b>
1	Validity	120 days from the date of submission of the bid	
2	Price basis	"Firm", FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s)	
3	Unloading	Unloading at stores/sites shall be in vendor's scope	
4	Transit insurance	Transit insurance in Bidder's scope	
5	Payment terms	100% payment shall be paid within 45 days from the date of receipt and acceptance of GOODS at store/site against submission of documents.	
6	Delivery Schedule	Transmittal Approval Documents (GTP/Drawings/QAP/etc.) are to be submitted within 10 days to the concerned official in BYPL for approval. BYPL shall approve/provide comments on the submitted drawings within 7 days of first submission. In case re-submission is required, it shall be completed by the supplier within next 5 days. The timelines for approval by BYPL shall be 5 days in case of every re-submission. However, repetitive submissions are not desirable. Delivery shall be completed within 08 Weeks from the LOI/PO date or completion as per the schedule.	
7	Defect Liability Period	66 months from the date of receipt of each unit at store(s)/site(s), 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	To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 30 months from the date of last receipts at site/stores plus 3 months claim period.	
10	Reverse Auction	Acceptance for participation in Reverse Auction event	

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

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**Name:**

BSEES

**APPENDIX II**

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Bidders seal & Signature

**VOLUME – II**

**PRICE BID FORMAT**

<p>PRICE BID FORMAT NIT NO: CMC/BY/24-25/RS/SKS/APT/39 [RFx Number: 2200000067]</p>	<p>Page <b>1</b> of <b>2</b></p>	<p>Bidders seal &amp; Signature</p>
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**ALL PRICES IN INR (₹)**

S. No.	DESCRIPTION OF GOODS	HSN CODE (8 Digit Mandatory)	UoM	QTY  <b>(A)</b>	UNIT BASIC PRICE INCL FREIGHT (₹)  <b>(B)</b>	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) <b>(C)</b>		UNIT LANDED RATE (All Inclusive) (₹)  <b>(D=B+C)</b>	TOTAL LANDED VALUE (₹)  <b>(E=DXA)</b>
						%	AMT		
1	SUPPLY OF THREE PHASE ENERGY METERS		Nos	8,000					
GRAND TOTAL LANDED VALUE (₹)									
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 be submitted with Part – A

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

Date:

Bidders Name:

Place:

Bidders Address:

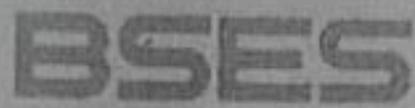
Signature: .....

Designation: .....

Printed Name: .....

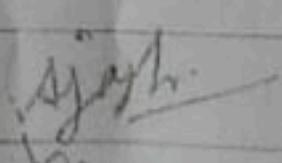
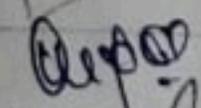
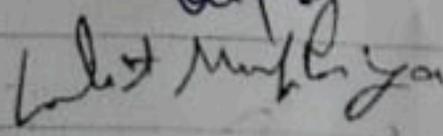
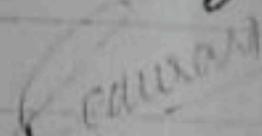
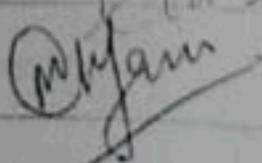
Common Seal: .....

**VOLUME – III**  
**TECHNICAL SPECIFICATIONS**



# Technical Specification for Three Phase Whole Current meter

Specification no – BSES-TS-033-TPWM-R0

Rev		0
Date		20 May 2022
Prepared BY	Ashish Joshi	
Reviewed BY	Puneet Duggal	
	Vikas Srivastava	
	Lalit Mukhriya	
Approved BY	Gaurav Sharma	
	Manish Jain	

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**RECORD OF REVISION**

Revision No	Item / clause no.	Nature of Change	Approved By

**1.0 SCOPE OF SUPPLY**

This specification cover the following for Three Phase 4 wire 20-100 Amps Static Watt hour meters of accuracy class 1.0 with and without enclosure.

- a. Design, manufacture, testing at manufacturer works before dispatch, packing, delivery and submission of all documentation.
- b. Any accessories / hardware required for installation and operation for the meter.
- c. Software (BCS and CMRI).

**2.0 CODES & STANDARDS**

Following codes and standards (with latest amendments) are applicable-

<b>S No.</b>	<b>Code/Standard</b>	<b>Title</b>
2.1	Indian Electricity Act	IE Act 2003
2.2	CEA Metering Regulations	With latest amendments
2.3	CBIP Manual (Pub no.-325)	Standardization of AC Static Electrical Energy Meters
2.4	IS- 11448	Application guide for AC Electricity meters
2.5	IS- 13779: 1999	AC Static Watt-hour Meters, Class 1 and 2 – Specification
2.6	IS- 15707	Testing, evaluation, installation and maintenance of ac electricity meters - Code of practice.
2.7	IEC 62056-21	Electricity metering - Data exchange for meter reading, tariff and load control - Part 21: Direct local data exchange
2.8	IEC 62058-11	Electricity metering equipment (AC) - Acceptance inspection - Part 11: General acceptance inspection methods
2.9	IEC 62058-31	Electricity metering equipment (AC) - Acceptance inspection - Part 31: Particular requirements for static meters for active energy (classes 0,2 S, 0,5 S, 1 and 2)
2.10	IEC 60736	Testing Equipment for electrical Energy meter
2.11	IS 15959 (Part 1): 2011	Data Exchange for Electricity Meter - Reading Tariff and Load Control - Companion Specification
2.12	IS 14772	General requirement for Enclosure for Electrical Requirement.

In the event of direct conflict between various order documents, the precedence of authority of documents shall be as follows -

- i. Guaranteed Technical Particulars (GTP)
- ii. Specification including applicable codes & standards
- iii. Approved Vendor Drawings
- iv. Other documents

**3.0 SERVICE CONDITIONS**

3.1	Temperature Range	Operation range: -10 Deg C to 55 Deg C Limit range of operation: -25 to 60 Deg C Limit range of storage / transport : -25 to 70 Deg C
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**TECHNICAL SPECIFICATION FOR 3 PHASE WHOLE CURRENT METER**

3.2	Relative Humidity	0 to 96 %
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**4.0 DISTRIBUTION SYSTEM DATA**

4.1	Supply	3 phase 4 wire system
4.2	Voltage	11KV
4.3	Frequency	50 Hz $\pm$ 5%
4.4	System neutral	Solidly Earthed

**5.0 ELECTRICAL AND ACCURACY REQUIREMENTS**

5.1	Meter Type	Type 1: 3 phase 4 wire static energy meter with 50 mm extended type terminal cover. Type 2: 3 phase 4 Wire static energy meter along with short type terminal cover fitted in polycarbonate enclosure as per annexure 'E'.
5.2	Accuracy Class	1.0 as per IS13779 (accuracy class for reactive energy should be same as that for active energy)
5.3	Connection	Direct / whole current
5.4	Rated Voltage	240V (P-N), 415V (P-P) with variation of +30% & -40%. However meter should withstand the maximum system voltage across terminals.
5.5	Rated basic current	20A
5.6	Rated maximum Current	100A
5.7	Rated Frequency	50Hz +/- 5%
5.8	Power factor range	Zero Lag – unity – Zero lead
5.9	Power Consumption in Voltage circuit	Less than 1 Watt & 4 VA per phase
5.10	Power consumption in Current circuit	1 VA per phase
5.11	Starting current	0.2% of $I_b$
5.12	Meter constant	To be specified by bidder
5.13	Process Technology	Surface Mounting Technology or better
5.14	Insulation Level	Meter shall withstand an insulation test of 4 KV and impulse test at 8 KV
5.15	Accuracy	Meter shall comply as per IS 13779.
5.16	Repeatability of error test	As per IS 13779
5.17	Starting and Running with No-Load	Meter shall be fully functional within 5 seconds of applying rated voltage to meter terminals. Meter shall not produce more than one output pulse count when voltage is applied with no current flowing in the current circuit. Meter shall pass test for No-load condition.
5.18	Voltage dips and interruptions	Voltage dips and interruptions shall not produce a change in the register of more than 0.001KWH and test output shall not produce a signal more than 0.001KWH as per IS 13779.
5.19	Short time over current	Meter shall not get damaged due to short time over currents. Meter shall perform correctly when back to its initial working conditions and the variation in error shall not exceed 0.1% @ $I_b$ and unity power factor. Meter shall be able to carry a short time over current of 20 times the maximum current for a period of 0.5 second as per IS 13779.

**TECHNICAL SPECIFICATION FOR 3 PHASE WHOLE CURRENT METER**

5.20	Influence of heating and self-heating	As per IS 13779
5.21	Immunity to earth/phase fault	As per IS 13779
5.22	Limits of error due to Current variation	As per IS 13779
5.23	Limits of error due to influence quantities	<p>Meter shall work within guaranteed accuracy as per IS 13779/ CBIP325 (most stringent standard to be followed) under and after influence of following :-</p> <ol style="list-style-type: none"> <li>Voltage variation</li> <li>Frequency variation</li> <li>10% third harmonic in current</li> <li>Reversed phase sequence</li> <li>Voltage unbalance</li> <li>Harmonic components in current and voltage circuit</li> <li>DC and even harmonics in AC current circuit</li> <li>Odd harmonics in AC current circuit</li> <li>Sub harmonics in AC current circuit</li> <li>Continuous (DC) "stray" magnetic induction of 67mT+/-5%.</li> <li>Continuous (DC) "abnormal" magnetic induction of 0.27T+/-5%.</li> <li>Alternating (AC) "stray" magnetic induction of 0.5mT+/-5%</li> <li>Alternating (AC) "abnormal" magnetic induction of 10mT.</li> <li>Alternating (AC) "abnormal" magnetic induction of 0.2T+/-5%.</li> <li>External magnetic field 0.5 T</li> <li>Electromagnetic HF fields</li> <li>Radio frequency interference</li> <li>DC immunity test</li> </ol>
5.24	Limits of error due to ambient temperature variation	As per IS 13779
5.25	Electromagnetic compatibility	Meter shall remain immune to electrostatic discharge, electromagnetic HF field and fast transient burst as per IS 137 79
5.26	Radio Interference	Meter shall not generate conducted or radiated noise which interferes with other equipment

**6.0 CONSTRUCTION REQUIREMENTS**

6.1	General	Construction should be in accordance with IS13779.
6.2	Base Body	Opaque, UV stabilized polycarbonate of grade LEXAN 142A/ 943AA or Equivalent with V0 inflammability level
6.3	Top Cover	<p>Transparent, UV stabilized polycarbonate of grade LEXAN 142A/ 943AA or Equivalent with V0 inflammability level</p> <p>It should so be designed so as the internal components should not be visible.</p>

**TECHNICAL SPECIFICATION FOR 3 PHASE WHOLE CURRENT METER**

6.4	Assembly of base body and top cover	By ultrasonic welding
6.5	Terminal block	<ul style="list-style-type: none"> <li>a. Material - Flame retardant glass filled polycarbonate of grade 500 R or equivalent.</li> <li>b. Terminal block shall form Integral part of the meter base</li> <li>c. Terminal block shall be capable of passing the tests as per ISO-75 for a temperature of 135C and pressure of 1.8MPa. The terminals shall be designed so as to ensure adequate and durable contact such that there is no risk of loosening or undue heating.</li> </ul>
6.6	Terminal Cover	<ul style="list-style-type: none"> <li>a. Type 1: 50 mm extended type terminal cover with U cut suitable for 50 mm<sup>2</sup> Cable.</li> <li>b. Type 2: Short type terminal cover suitable for 50 mm<sup>2</sup> Cable.</li> <li>c. Material - UV stabilized transparent polycarbonate cover. LEXAN 143A/943AA or equivalent grade</li> <li>d. Provision of sealing at two points through sealing screw.</li> <li>e. The terminal cover shall be extended type with baffle wall above the cable entry base wall so that access to the terminals is not possible (even with thin metallic wire) without breaking the seal. Terminal cover should have provision for cable entry from bottom.</li> <li>f. Diagram of external connections should be embossed on terminal cover. Sticker is not acceptable.</li> </ul>
6.7	Terminals	<ul style="list-style-type: none"> <li>a. Suitable for 50mm<sup>2</sup> aluminium cable.</li> <li>b. Material of terminals, screws and washers should be brass or tinned copper. Two flat head screws of appropriate size should be provided per terminal.</li> <li>c. Terminals shall be tested for continuous current of 150 % I<sub>max</sub>.</li> <li>d. Terminals shall be clearly marked for phase/neutral/incoming/outgoing etc.</li> </ul>
6.8	Ingress Protection	IP 51 or better, but without suction in the meter.
6.9	Meter Enclosure	Meter shall be factory fitted using unidirectional screw in a polycarbonate enclosure confirming specifications provided in annexure 'E' for Meter 'Type 1' only.
6.10	Output device	Meter should have flashing LED visible from the front as output device to represent energy recording. LED shall be configurable for KWH, KVAh and KVArh. The resolution shall be such that satisfactory accuracy test can be conducted at the lowest load in less than 5 minutes and starting current test in less than 10 minutes.
6.11	RTC	Meter shall have internal real time clock to set date and time. Time accuracy should be as per relevant IS/IEC. Meter should have facility for time synchronization locally through CMRI. It is preferable to have facility for remote synchronization through AMR. Clock correction events shall be registered in meter's memory.

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6.12	Battery	Lithium ion battery with guaranteed shelf life of 10 years and capacity life of 15 years. Battery removal or total discharge should not affect the working of the meter.
6.13	Memory	<ul style="list-style-type: none"> <li>a. Non volatile memory independent of battery backup to store complete meter data. Data should be retained in the memory up to 10 year without any auxiliary power.</li> <li>b. Memory chip of a meter shall not work in circuit of another meter. Hardware/ firmware level security in microcontroller of meter shall be provided in this regard.</li> </ul>
6.14	Self Diagnostic feature	<p>Meter shall have self diagnostic for the following</p> <ul style="list-style-type: none"> <li>a. Date and RTC</li> <li>b. Battery</li> <li>c. Non volatile memory</li> <li>d. Display</li> </ul>
6.15	Clearance and Creepage distance	As per IS 13779
6.16	Mounting	Surface / Flush mounted
6.17	Resistance against heat and fire	The terminal block and Meter case shall have safety against the spread of fire. They shall not be ignited by thermal overload of live parts in contact with them as per IS 13779.
6.18	Electronic components	All active & passive components should be surface mounting type and shall be assembled by state of the art assembly processes.
6.19	Power Supply	The power supply should comply with the relevant standards. Power supply unit of the meter should not be affected in case maximum voltage of the system appears across the terminals due to faults or due to wrong connections.
6.20	Measurement/ computing chips	Measurement/computing ASICs should be surface mounting type.
6.21	Protection against Corrosion	<ul style="list-style-type: none"> <li>a. Internal electrical components should be of electrolytic copper &amp; should be protected from corrosion, rust etc.</li> <li>b. Mechanical components should be protected from rust, corrosion etc. by suitable plating/painting methods.</li> </ul>
6.22	Meter Sealing Arrangement	Sealing should be in accordance with IS and CEA metering regulations with latest amendments. Approval shall be taken from purchaser for location of seals.
6.22.1	Manufacturer's Seals	One Polycarbonate seal to be provided on meter cover.
6.22.2	BSES Seals	<ul style="list-style-type: none"> <li>a. One Hologram seal should be provided on each side of meter i.e two hologram seals should be provided. Meter sides should not have sharp edges to avoid damage to hologram seals.</li> <li>b. Polycarbonate seal should be provided on top cover.</li> <li>c. Seals will be issued to manufacturer free of cost.</li> </ul>
6.22.3	Seal record	Record of all seals shall be forwarded to purchaser with each lot.
6.23	Guarantee/ Warranty	66 months from the date of dispatch or 60 months from date of commissioning, whichever is earlier

**7.0 FUNCTIONAL REQUIREMENTS**

7.1	Meter category	Meter shall comply C2 category as per IS 15959 part 1 with additional parameters specified in this specification.
7.2	Tariff Basis	Lag only: KVAh is computed based on KVArh and KWH value. If PF=1, or leading, then KVAh = KWH. At no instance KVAh < KWh.
7.3	MD Registration	Meter shall store and display MD upto two decimal in every 30 min. period along with date & time. At the end of every 30 min, new MD shall be computed & compared with previous MD and store whichever is higher and the same shall be displayed. It is preferred that MD is computed using separate counter rather than by difference of initial and final energy counter.
7.4	Auto Reset of MD	Auto resetting shall be 1st of every month at 00:00hrs.
7.5	TOD Metering	<ul style="list-style-type: none"> <li>a. Meter shall be capable of doing TOD metering in minimum 4 tariff rate registers programmable for minimum 8 time zones and 4 seasonal profiles.</li> <li>b. Meter shall be capable of doing TOD metering for kWh, kVArh, kVAh and MD in kW, kVAR and kVA . Reactive parameter should be recorded separately for Lag and Lead.</li> <li>c. TOD programmable on site through CMRI or AMR remotely.</li> <li>d. At Display as well as BCS end meter TOD values shall be shown as per cumulative values of TOD Zones of respective registers.</li> <li>e. TOD metering shall be implemented by the activity colander method of IS 15959 Part 1 clause 9/ DLMS UA-1000-1</li> <li>f. Special Day table shall be defined as per IEC/ DLMS UA-1000-1</li> <li>g. Default TOD programming shall be as per latest DERC guidelines. Prior approval shall also be taken from BSES for the same.</li> <li>h. Tariff rate registers shall be as follow R1: Rate register for Peak R2: Rate register for Normal R3: Rate Register for Off Peak</li> </ul>

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7.6	Security	<ul style="list-style-type: none"> <li>a. Reading and writing data into meter memory via optical and remote communication port shall be through DLMS security keys only.</li> <li>b. Bidder shall ensure to safeguard high security keys used for configuring parameters into meter.</li> <li>c. Once the meter memory is locked during manufacturing process, only parameters mentioned in IS 15959 shall be configurable even in factory. It should not be possible to configure any other parameters.</li> <li>d. Please note that there shall be no other mechanism/method to interface with meter through optical and remote communication port except mentioned in IS 15959, even for manufacturer.</li> <li>e. It should not be possible to change data stored in meter memory even after accessing meter memory physically. In case of any change in memory data, a flag/alert shall be generated. Flag/Alert shall be indicated over display and in remote communication also.</li> </ul>
7.7	Parameters profiles	<p>Meter shall support all the parameters profile as per IS 15959 part 1 with additional parameters specified in this specification:</p>
7.7.1	Instantaneous parameters	<p>All the parameters as per table 27 of IS 15959 Part 1 shall be continuously updated by the meter hardware/software as per internal sampling and computation time and last updated value shall be available for downloading as and when required along with following additional parameters:</p> <ul style="list-style-type: none"> <li>i. Neutral Current</li> <li>ii. % THD in R Phase Voltage</li> <li>iii. % THD in Y Phase Voltage</li> <li>iv. % THD in B Phase Voltage</li> <li>v. % THD in R Phase Current</li> <li>vi. % THD in Y Phase Current</li> <li>vii. % THD in B Phase Current</li> <li>viii. Displacement PF</li> <li>ix. Maximum Demand in kVAR</li> <li>x. Voltage angles all phases</li> <li>xi. High resolution kWh</li> <li>xii. High resolution kVARh</li> <li>xiii. High resolution kVAh</li> </ul> <p>All the energies shall be measured and recorded with and without harmonics.</p>
7.7.2	Billing Parameters	<p>All the parameters mentioned in Table 29 of IS 15959 part along with following additional parameters:</p> <ul style="list-style-type: none"> <li>i. Cumulative Energy, kVARh (lag) for R1 to r8</li> <li>ii. Cumulative Energy, kVARh (lead) for R1 to r8</li> <li>iii. MD in kVAR (lag)</li> <li>iv. MD, kVAR (lag) for R1 to R8</li> <li>v. MD in kVAR (lead)</li> <li>vi. MD, kVAR (lead) for R1 to R8</li> <li>vii. Cumulative Power interruption counts in all billing history data</li> <li>viii. Monthly power on/off duration</li> </ul>

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		<p>All the energies shall be measured and recorded with and without harmonics.</p> <p>12 no's billing cycle parameters shall be remain in meter memory along with current cycle parameters and shall be available for reading as well as profile</p>
7.7.3	Block load survey parameters	<ol style="list-style-type: none"> <li>a. All the parameters as per Table 28 of IS 15959 part 1 for 60 power ON days.</li> <li>b. Default profile capture period shall be 1800 sec.</li> <li>c. Following additional parameters shall be provided:               <ol style="list-style-type: none"> <li>i. Current- Neutral <math>I_N</math></li> <li>ii. Active Current- R phase</li> <li>iii. Active Current -Y Phase</li> <li>iv. Active Current -B Phase</li> <li>v. Reactive Current- R Phase</li> <li>vi. Reactive Current- Y Phase</li> <li>vii. Reactive Current- B Phase</li> <li>viii. Three Phase Power Factor</li> <li>ix. R phase Active Power</li> <li>x. Y phase Active Power</li> <li>xi. B phase Active Power</li> <li>xii. R Phase Apparent Power</li> <li>xiii. Y Phase Apparent Power</li> <li>xiv. B Phase Apparent Power</li> <li>xv. Power Off time in integration period</li> </ol> </li> </ol> <p>All the energies shall be measured and recorded with and without harmonics.</p>
7.7.4	Daily Load Profile	<ol style="list-style-type: none"> <li>a. All the parameters as per table 57 of IS 15959 Part 1 shall be measured and recorded at each midnight i.e. 00:00 hrs for last 60 power ON days.</li> <li>b. All the energies shall be measured and recorded with and without harmonics.</li> </ol>
7.7.5	General Purpose Parameters	Following parameters shall be provided in Non Volatile memory (NVM) of the meter.
7.7.5.1	Name plate details	Provided As per table 30 of IS 15959 Part 1.
7.7.5.2	Programmable parameters	<ol style="list-style-type: none"> <li>a. Parameters mentioned in table 31 of IS 15959 part 1 shall be provided.</li> <li>b. These parameters can be programmed by BCS or CMRI via proper security. Every transaction shall be logged in non volatile memory of the meter with date and time stamp.</li> </ol>
7.7.6	Transaction events	All transaction shall be logged in memory of meter as per table 35 of IS 15959 part 1.

**8.0 EVENT AND TAMPER MONITORING**

8.1	Top Cover Open	Meter shall have top cover open detection and same shall be logged. Detection and logging mechanism shall work even when the meter is de-energized. Top cover open event should not get reset.
8.2	External Magnetic tamper	<ol style="list-style-type: none"> <li>1. Meter should either be immune or should log the events of attempt of tampering by external magnetic field as per relevant IS13779/ CBIP 325 with latest amendments.</li> <li>2. If the working of the meter gets affected under the influence of external magnetic field, meter should record</li> </ol>

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		energy at $I_{max}$ and UPF. Meter should not compute MD during this period. Counter for reactive energy should not increase in this case. The meter shall record energy as per actual load once the magnetic field is removed.
8.3	Protection against HV spark/ESD	If the meter is subjected to HV spark/ ESD, meter shall continue to record energy or log the event. Upto 35 KV meter should remain immune. Communication port shall also be immune upto 35KV. Bidder should have valid test report from Sameer/ UL lab or any other NABL accredited Lab for the same.
8.4	Neutral disturbance	Meter should log the event when AC/DC/ Pulsating voltage is injected in neutral circuit.
8.5	Phase sequence reversal	Meter should work accurately irrespective of the phase sequence of the supply. Meter should log the event.
8.6	Detection of missing potential	Absence of potential on any phase should be logged. Restoration of normal supply shall also be recorded. The threshold value of voltage should be programmable at factory end.
8.7	Low Voltage	Meter should log low voltage event if average voltage is below 75% of $V_{ref}$ .
8.8	High Voltage	Meter should log high voltage event if average voltage is above 115% of $V_{ref}$ .
8.9	Voltage Imbalance	Meter should log voltage imbalance event when the difference between minimum and maximum phase voltage is more than 10% of $V_{ref}$ .
8.10	Abnormal/Invalid Voltage	Meter should log invalid voltage if phase angle between voltages deviates from the standard values by more than +/-10 degrees i.e. 120 +/- 10 degrees.
8.11	Reversal of Current Coil Polarity	Meter should log the event of reversal of C.C polarity. Meter should register energy consumed correctly with any one, two or all three current coils reversed.
8.12	Current Circuit Shorting / Bypass	Meter should log the event of current coil shorting/bypass. Threshold value of current should be programmable at factory end.
8.13	Current Circuit Open	Meter should log the event of current coil open. Threshold value of current should be programmable at factory end.
8.14	Over current	If the current in any phase exceeds the rated current, meter should log overcurrent event.
8.15	Current Imbalance	Meter should log current imbalance event when the difference between minimum and maximum phase current is more than 30% of $I_{average}$ .
8.16	Invalid Phase Association	Meter should log invalid phase association event if the voltage sequence does not match with the current sequence.
8.17	High neutral Current	Meter should log high neutral current when neutral current is greater than 50% of $I_{basic}$ .
8.18	Power On/Off	Meter shall detect power OFF (minimum power off period 5 mins) if all phase voltages are absent. This event shall be

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		recorded at the time of each power OFF. At the same time power ON event shall be recorded.
8.19	Harmonic events	Meter shall log high harmonic events if meter detect %THD in phase voltage or current more than 5%. Threshold value and occurrence/ restoration time should be factory programmable. Meter shall capture detailed harmonic profile while logging of this event.
8.20	Tamper Logging	Last 200 nos. tamper events shall be recorded in meter memory on FIFO basis excluding top cover open. Last 20 events of top cover open tamper should be recorded in the memory including the first occurrence.
8.20.1	Parameter Snapshot	<ol style="list-style-type: none"> <li>Snapshot of Date, time, voltages, Phase currents, neutral current, power factor, active power, apparent power, signed reactive power, cumulative kWh, cumulative kVAh, cumulative kVAh (lag and lead) etc should be recorded for each tamper event</li> <li>Detailed harmonic profile shall be captured at occurrence of High harmonic events.</li> </ol>
8.20.2	Tamper Indication	For each tamper event, appropriate Indication/Icon should appear on the meter display either continuously or in auto display mode. Icons appearing continuously are preferable.
8.21	Tamper Logics	<p>Logic sheet for tamper/ event detection and logging should be submitted for purchaser's approval. Following details should be provided for each tamper in tabular form</p> <ol style="list-style-type: none"> <li>Detailed Tamper logic</li> <li>Threshold values</li> <li>Persistence time</li> <li>Restoration time</li> <li>Snapshot details</li> </ol>

**9.0 DISPLAY**

9.1	Type	STN Liquid crystal, Pin type with backlight
9.2	Viewing angle	Minimum 160 degrees
9.3	UV Protection	The display modules should be well protected from the external UV radiations
9.4	Size	Minimum 10X5mm
9.5	Digits	Minimum 8 digits
9.6	Language	English
9.7	Display Parameters	Parameters to be displayed are given below
9.7.1	Auto scroll mode	<ul style="list-style-type: none"> <li>• Display test</li> <li>• Meter SL No.</li> <li>• Real Date</li> <li>• Real Time</li> <li>• Cumulative active energy (Forwarded)</li> <li>• Cumulative Apparent Energy (Forwarded)</li> <li>• Cumulative reactive energy Lag &amp; Lead</li> <li>• Instantaneous load in kW, kVA &amp; kVA</li> <li>• Active maximum demand with date and time</li> <li>• Apparent maximum demand with date and time</li> <li>• Instantaneous average power factor with sign for lag/</li> </ul>

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		<p>lead</p> <ul style="list-style-type: none"> <li>• R phase voltage (P-N)</li> <li>• Y phase Voltage (P-N)</li> <li>• B phase Voltage (P-N)</li> <li>• R Phase Current</li> <li>• Y Phase Current</li> <li>• B Phase Current</li> <li>• Neutral Current</li> <li>• R Phase power Factor</li> <li>• Y Phase power Factor</li> <li>• B Phase power Factor</li> <li>• TOD Total Active Forward Energy Register(Reg 1)</li> <li>• TOD Total Active Forward Energy Register(Reg 2)</li> <li>• TOD Total Active Forward Energy Register(Reg 3)</li> <li>• TOD Total Active Forward Energy Register(Reg 4)</li> <li>• TOD Total Active Forward Energy Register(Reg 5)</li> <li>• TOD Total Active Forward Energy Register(Reg 6)</li> <li>• TOD Total Active Forward Energy Register(Reg 7)</li> <li>• TOD Total Active Forward Energy Register(Reg 8)</li> <li>• TOD Apparent Forward Energy Register(Reg 1)</li> <li>• TOD Apparent Forward Energy Register(Reg 2)</li> <li>• TOD Apparent Forward Energy Register(Reg 3)</li> <li>• TOD Apparent Forward Energy Register(Reg 4)</li> <li>• TOD Apparent Forward Energy Register(Reg 5)</li> <li>• TOD Apparent Forward Energy Register(Reg 6)</li> <li>• TOD Apparent Forward Energy Register(Reg 7)</li> <li>• TOD Apparent Forward Energy Register(Reg 8)</li> <li>• Frequency (Hz)</li> <li>• Cumulative tamper count.</li> <li>• Tamper Status</li> </ul> <p>Scroll time should be 6 Sec.</p>
<p>9.7.2</p>	<p>Manual Display mode (push button mode)</p>	<p>Following parameters should be displayed in addition to parameters displayed in Auto display mode –</p> <ul style="list-style-type: none"> <li>• Signed Active Power – kW</li> <li>• Signed Reactive Power – kVAr (Lag/Lead)</li> <li>• Apparent Power – kVA</li> <li>• Cumulative billing count</li> <li>• Cumulative programming count</li> <li>• Billing date</li> <li>• Last month billing Active energy reading</li> <li>• Last month billing reactive energy reading</li> <li>• % THD in Voltage</li> <li>• % THD in Current</li> </ul> <p>Bidder to submit details of display with technical bid.</p> <p>The meter display should return to Default Display mode (mentioned above) if the 'push button' is not operated for more than 10 seconds. Scroll lock facility should be provided by pressing scroll push button for long duration (10-15 sec). Lock should be released by repeat action.</p>
<p>9.7.3</p>	<p>Tamper indications</p>	<p>As per clause 8.20.2.</p>

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9.7.4	Self Diagnostic Indications	Appropriate indication for each self diagnostic feature should be displayed continuously irrespective of display mode (auto/manual).
9.7.5	Connection check	Appropriate indication to be displayed continuously in case of current/voltage connection error

**10.0 SOFTWARE AND COMMUNICATION**

10.1	Base software computer	The BCS shall ensure that data downloaded / displayed cannot be tampered. BCS shall be able to display data in tabular (text) as well as graphical format. Software shall have polling feature with optional selection of parameters to be downloaded through AMR in daily / weekly / monthly / annual format. Any software upgrade shall also be provided free in future by the bidder. Licensed Software with the following features should be supplied for free
10.1.1	Operating System	BCS should be compatible for latest Windows OS with backward compatibility.
10.1.2	Security	System shall be password protected where user can login only if login ID is provided by administrator. BCS shall have rights management system so that access rights can be provided as per requirement to maintain security.
10.1.3	Data access	BCS shall be capable of accessing complete data stored in meter memory locally through PC and remotely through modem (RF/GPRS/NB/IoT/4G etc.) for connectivity to AMR.
10.1.4	Database	BCS shall maintain master database according to desired area, location, and region etc.
10.1.5	Reporting	<ol style="list-style-type: none"> <li>BCS shall have option of user defined report generation in format of Excel, Word and CSV , XML, PDF etc.</li> <li>BCS shall have capability to export data in ASCII, CSV and XML format at desired location so that the same could be integrated with our billing data for processing.</li> <li>All the data available in the meter shall be convertible to user defined ASCII, CSV and XML file format.</li> </ol>
10.2	CMRI Software	Manufacturer has to provide software capable of downloading data through CMRI. . Software required for CMRI shall be supplied by the supplier for free of cost. Training in the use of software shall be provided by the manufacturer. The software shall be compatible to latest windows systems.
10.2.1	Integration	In the event of order, bidder shall work with BSES IT team to integrate CMRI software with BSES AMR and billing system i.e meter downloading, uploading data on computer etc. Meter reading protocols shall be shared with BSES.
10.2.2	Data access	CMRI software should be capable of downloading complete data stored in the meter memory. Software should have option for selection of parameters to be downloaded from meter i.e billing data, event/tamper logging data etc. Billing data should be downloadable using CMRI within 1 minute.
10.2.3	Suitability	CMRI software shall work both on SANDS & Analogic make CMRI.
10.3	Training	Manufacturer shall impart training to BSES personnel for usage of software

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10.4	Communication Ports	Communication ports required in meter are as follows
10.4.1	RJ11 Port	RS232 compatible RJ11 6P4C shall be provided. PIN configuration shall be as per annexure 'A'
10.4.1	Optical Port	Meter shall have optical port in the front for data download. Portable hand held device shall also be provided along with meter for meter reading.
10.4.2	Port protection	All ports shall be galvanically isolated from the power circuit.
10.4.3	Operation	Both ports should work independently. Failure of one port (including display) should not affect the working of other port.
10.5	Communication protocol	a. IS 15959 part 1. b. Integration of meters with BSES system will be supplier's responsibility.
10.6	Data transfer rate	BCS and communication ports should support data transfer rate of 9600 bps (minimum).

**11.0 NAME PLATE**

11.1	Meter Serial number shall be of 8 digits. Serial number shall be printed in black colour. Embossing is not acceptable. (Should also be stored in meter memory and should be downloadable). Name plate shall be printed preferably by laser.
11.2	Size of the digit shall be minimum 5X3mm
11.3	Bar code shall be printed below serial number
11.4	BIS registration mark (ISI mark)
11.5	'BSES' logo should be printed above LCD display. With property of BSES
11.6	BSES PO No. & date
11.7	Manufacturers name and country of origin
11.8	Model type / number of meter
11.9	Month and Year of manufacturing (Should also be stored in meter memory and should be downloadable)
11.10	Reference voltage and current rating
11.11	The number of phases and the number of wires for which the meter is suitable. Graphical symbol as per IS 12032 can be used.
11.12	Principal units in which meter reads
11.13	Meter constant Impulse/kWh, Impulse/kVAh
11.14	Class index of meter
11.15	Reference frequency
11.16	Warranty period
11.17	Reference temperature if different from 27 Deg C
11.18	Connections, diagrams and terminals shall be marked / provided in accordance with Indian Standard.

**12.0 APPROVED MAKES OF COMPONENTS**

12.1	Measurement or computing chips	The measurement or computing chips used in the Meter should be with the Surface mount type along with the ASICs	Analog Devices, Cyrus Logic, Atmel, Phillips, Texas Instruments, SAMES, NEC
12.2	Memory chips	The memory chips should not be affected by the external	USA: Atmel, National Semiconductors, Texas

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		parameters like sparking, high voltage spikes or electrostatic discharges.	Instruments, ST, Microchip Phillips, Japan: Hitachi or Oki
12.3	Display modules	<p>a) The display modules should be well protected from the external UV radiations.</p> <p>b) The display visibility should be sufficient to read the Meter mounted at height of 0.5 meter as well as at the height of 2 meters (refer 3.2.d for Viewing angle).</p> <p>c) The construction of the modules should be such that the displayed quantity should not be disturbed with the life of display (PIN Type).</p> <p>d) It should be trans-reflective HTN or STN type industrial grade with extended temperature range minimum 70</p>	<p>Japan: Hitachi, Sony</p> <p>Holland / Korea: Phillips</p> <p>Truly Semiconductor</p> <p>Tianma/Hijing Electronics</p>
12.4	Communication modules		<p>USA: National Semiconductors, HP, Optonica, ST,</p> <p>Holland / Korea: Phillips</p> <p>Japan: Hitachi</p> <p>Germany: Siemens</p>
12.5	Optical port	<p>a) Optical port should be used to transfer the meter data to meter reading instrument.</p> <p>b) The mechanical construction of the port should be such to facilitate the data transfer easily.</p> <p>9 pin connector of optical port shall be FCI copper type.</p>	<p>USA: National Semiconductors, HP</p> <p>Holland / Korea: Phillips</p> <p>Japan: Hitachi, Truly Semiconductor, Agilent, OSRAM, Everlight</p>
12.6	Power supply unit	The power supply should be with the capabilities as per the relevant standards. The power supply unit of the meter should not be affected in case the maximum voltage of the system appears to the terminals due to faults or due to wrong connections.	SMPS Type, reputed make
12.7	Active & passive components	The active & passive components should be of the	<p>USA: National Semiconductors, Atmel, Phillips, Texas Instruments, ST, Onsemi,</p>

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		surface mount type & are to be handled & soldered by the state of art assembly processes. The PTH components should be positioned such a way that the leads of components should not be under stress and not touching the internal wires. LED	Japan: Hitachi, Oki, AVX or Ricoh, Samsung, Everlight, Agilent
12.8	Battery	Lithium with guaranteed life of 15 years.	Varta, Texcell, SAFT
12.9	RTC	The accuracy of RTC shall be as per relevant IEC / IS standards	USA: Philips, Dallas Atmel, Motorola, Microchip , NEC or Oki
12.10	Note		<ul style="list-style-type: none"> <li>a. Manufacturer shall intimate deviation if any from make of components. Any deviation is subject to approval of BSES based on supporting documents and performance feedback of the components.</li> <li>b. Manufacturer should have complete tracking of material used in meter. BSES reserve the right to carry out audit of inventory/ manufacturing process at manufacturer's works and sub vendor's work.</li> <li>c. The components used by manufacturer shall have "Minimum Life" more than the 10 years.</li> <li>d. Even for existing/ par suppliers – fresh approval is needed for all deviations</li> </ul>

**13.0 QUALITY ASSURANCE, INSPECTION AND TESTING**

13.1	Quality Assurance Plan (QAP)	To be submitted for Purchaser's approval.
13.1.1	Inspection Hold-Points	To be mutually identified, agreed and approved in QAP.
13.1.2	Sampling Method	Sampling Method for quality checks shall be as per relevant IS/ IEC/ CBIP guidelines and Purchaser's prior approval shall be taken for the same.
13.2	Type Tests	<ul style="list-style-type: none"> <li>a. The meter shall be of type tested quality as per relevant IS/IEC/CBIP. Type test conducted at CPRI/</li> </ul>

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		<p>ERDA labs will be treated as valid.</p> <p>b. The test report should not be more than 5 years old. In case any modification affecting only part of meter is made after type test, only specific type tests on the affected parts shall be repeated.</p> <p>c. Type test certificate should be submitted along with offer for scrutiny.</p> <p>d. For a manufacturer supplying meter for the first time, complete type tests will have to be carried out on sample randomly selected from the lot offered for inspection in event of order. 35kV ESD test will also be carried out on the sample at Sameer/UL lab.</p> <p>e. For regular suppliers, revalidation of meter design should be carried out by repeating the type tests on sample randomly selected from BSES lot at CPRI/ERDA every three years</p> <p>f. Any other component supplied in addition to meter shall also be type tested as per IS /IEC if applicable.</p> <p>g. Conformance test report of IS15959 part 1 shall be submitted.</p>
13.3	Routine tests	All test marked "R" as per IS13779
13.4	Acceptance Tests	<p>a. All tests marked "A" as per IS13779.</p> <p>b. Dimensional and drawing verification.</p> <p>c. Display parameters/ sequence.</p> <p>d. Data Downloading from CMRI and PC.</p> <p>e. Tamper detection/logging features as per approved documents. Tamper conditions will be simulated at varying load up to I<sub>max</sub>. Accuracy will also be checked during tamper simulation.</p> <p>f. Burn in chamber test.</p> <p>g. Component verification.</p> <p>h. Testing of Profile parameters and communication protocol.</p> <p>i. Purchaser reserves the right to formulate any other test method to verify guaranteed parameters of Meter.</p>
13.5	Inspection	<p>a. Purchaser reserves the right to inspect /witness all tests on the meters at Seller's works at any time, prior to dispatch, to verify compliance with the specification/ standards.</p> <p>b. Manufacturer should have all the facilities/ equipments to conduct all the acceptance tests as per IS during inspection. All the testing equipment should be calibrated.</p> <p>c. In-process and / or final inspection call intimation shall be given at least 15 days in advance to the purchaser.</p>
13.6	General Requirements	<p>a. The internal potential links should be in closed position or link less meters will be preferred and there shall not be any external link.</p> <p>b. Terminal cover should be fixed on the meter before dispatch.</p> <p>c. The bidder shall maintain a web site where routine test</p>

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		<p>results of all meter supplied against these tender will be maintained and will be accessible to buyer/ buyer representative.</p> <p>d. For any false events recorded in meter, vendor shall depute their representative for field visit within one week and provide the root cause analysis in 4 weeks time.</p>
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**14.0 SHIPPING, HANDLING AND SITE SUPPORT**

14.1	Packing	Every meter shall be properly sealed / packed in environmental friendly boxes/ cartons for protection against damage, vibration and ingress of dust and moisture.
14.2	Packing for accessories and spares	Robust non returnable packing case with all the above protection & identification Label.
14.3	Marking	<p>Following details are required on each packing case:</p> <ol style="list-style-type: none"> <li>Individual serial number</li> <li>Purchaser's name</li> <li>PO number (along with SAP item code, if any) &amp; date</li> <li>Equipment Tag no. (if any)</li> <li>Destination</li> <li>Manufacturer / Supplier's name</li> <li>Address of Manufacturer / Supplier / it's agent</li> <li>Type , rating and other description of equipment</li> <li>Country of origin</li> <li>Month &amp; year of Manufacturing</li> <li>Case measurements</li> <li>Gross and net weights in kilograms</li> <li>All necessary slinging and stacking instructions</li> </ol>
14.4	Test reports	Routine test report to be provided with each meter
14.5	Shipping	The seller shall be responsible for all transit damage due to improper packing.
14.6	Handling and Storage	Manufacturer instruction shall be followed. Detail handling & storage instruction sheet /manual to be furnished before commencement of supply.

**15.0 DEVIATIONS**

15.1	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.
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**16.0 DOCUMENT AND DRAWING SUBMISSION**

Drawing submission shall be as per the matrix given below. All documents/ drawing shall be provided on A4 sheet in soft copy with separators for each section. Language of the documents shall be English only. Deficient/ improper document/ drawing submission may liable for rejection

SL	Detail of Document	Bid	Approval	Pre Dispatch
1	Guaranteed Technical particulars (GTP)	Required	Required	

**TECHNICAL SPECIFICATION FOR 3 PHASE WHOLE CURRENT METER**

2	Deviation Sheet, if any	Required	Required	
3	Tamper Sheet	Required	Required	
4	Display Parameters	Required	Required	
5	GA / cross sectional drawing of Meter showing all the views / sections (eg: Terminal Block dimensional drawing, Mounting arrangement drawings, Meter box drawing and dimensions)	Required	Required	
6	Samples of each type and rating offered.	2 no's	4 no's	
8	Any software and accessories required for installation/ operation of meter	Required	Required	
9	Manufacturer's quality assurance plan and certification for quality standards	Required	Required	
10	Type Test reports of offered model/ type/ rating	Required		
11	BIS certificate	Required		
12	Complete product catalogue and user manual.	Required		
13	Customer Reference List	Required		
14	Recommended list of spare and accessories	Required		
15	Specification documents containing all parameters, Services, Methods in addition to companion specification of IS 15959 (part 1).		Required	
16	Program for production and testing (A)		Required	Required
18	Detailed installation and commissioning instructions		Required	Required
19	As Built Drawing		Required	Required
20	Operation and maintenance Instruction as well as trouble shooting charts/ manuals		Required	Required
21	Inspection and test reports, carried out in manufacturer's works			Required
22	Routine Test certificates			Required
23	Test certificates of all bought out items			Required
24	Meter Seal data			Required

**ANNEXURE – A GUARANTEED TECHNICAL PARTICULARS (DATA BY SUPPLIER)**

Bidder shall furnish the GTP as per format provided below. All the clauses of the specification shall be covered in GTP. Any deviation or comments shall be specifically mentioned against each clause. No comments or deviation will be treated as acceptance.

Complete GA drawing, technical literature, operation and maintenance manual of hardware/ software shall be provided with technical bid.

Incomplete technical bids are liable to be rejected without any intimation.

Clause no	Description	Compliance of the clause YES / NO	Deviation / Remarks
1			
2			



**BSES-TS-033-TPWM-R0**

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3			
4			
5			
6			

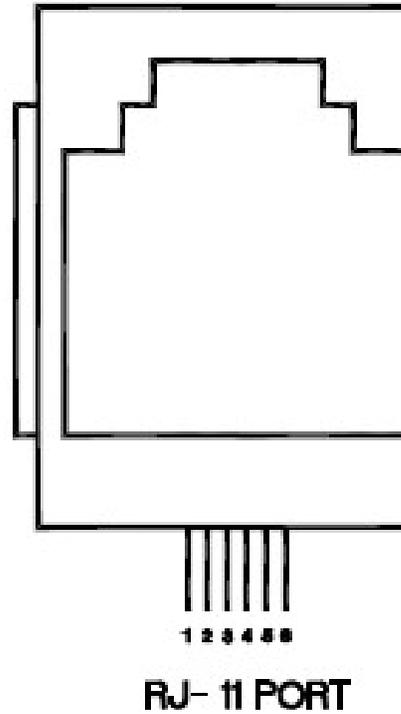
Bidder / Vendor seal / signature -----

Name of the bidder	
Address of bidder	
Name of contact person	
Telephone no & email id	

**ANNEXURE – B RECOMMENDED ACCESSORIES / SPARES (DATA BY SUPPLIER)**

S No	Description of spare part	Unit	Quantity
1			
2			
3			
4			
5			
6			

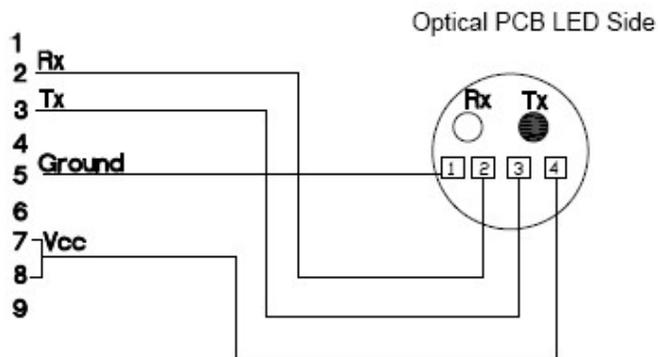
## ANNEXURE – C – RJ11 PORT DETAILS



PIN OUT DETAIL

## ANNEXURE- D- CONFIGURATION OF OPTICAL CABLE

9 PIN D Type male Connector



**ANNEXURE – E- SPECIFICATION OF METER ENCLOSURE:**

<b>Sl</b>	<b>Clause</b>	<b>Clause Description</b>
1	Meter Box Type	Flush type with Completely transparent top cover and base with Incoming and Outgoing cable entry and data downloading arrangement.
2	Codes and Standards	
2.1	IS 14772	General Requirements For Enclosures For Accessories For Household And Similar
2.2	IS 4249	Classification And Methods Of Tests For Non-Ignitable And Self-Extinguishing Properties Of Solid Electrical Insulating Materials
2.3	IS 8623	Specification For Low Voltage Switchgear And Control gear Assemblies
3	Design	Meter box shall comply following requirement.
3.1	General Requirement	The meter box shall be designed in such a way that no access to the meter body, terminals and hardwired port of the meter shall be possible after installation and sealing of the box without breaking the box itself.
3.2	Theft Protection	a. Meter box shall be theft proof i.e. meter box cannot be opened without breaking the seals or meter itself. b. On breaking of the box, clear evident of the physical tempering shall be visual.
3.3	Parts of the box	a. The meter box shall be designed in 02 parts i.e. base and top cover. b. Meter shall be mounted inside the base on fixed moulded pillars by unidirectional screw. c. Meter top cover should be hinge type. d. Cable glands and earthing bolt shall be provided at the base as per construction requirement. e. Proper stiffeners shall be provided in the body of the base and top cover to provide mechanical strength against transportation and installation vibrations.
3.4	Ingress protection	The meter box shall be completely dust and vermin proof.. The meter box shall comply with the requirement of IP-55 & IS: 14772 & its latest version.
3.5	Collar of base and cover	a. 'U' shaped groove shall be provided in the collar of the base body, in which UV stabilized rubber 'O' shall be installed. The design of lining shall be such that it provides proper sealing between the cover & base of box to avoid penetration of dust and ingress of water. b. All around projection provided inside the cover periphery which keeps the 'O' ring pressed. c. The outside collar shall also be provide which cover outer surface of the collar.
3.6	Fixing of 'O' ring	a. Rubber 'O' Ring should be fixed with suitable adhesive so that the same does not get removed. b. Rubber 'O' ring shall be fixed in a single piece with out any gap between open ends. Open end of the 'O' ring shall be provided at the bottom side only.
4	Material	The material shall be as follow:

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4.1	Box material	The material of meter box shall be flame retardant with inflammability level V0 having good dielectric and mechanical strength. The top Cover and Base of the box shall be made out of transparent polycarbonate with minimum 90% visibility so as to ease installation and monitoring of box against any tampering. The plastic shall be 'UV' stabilized to ensure that the moulded meter box should not change in colour, shape, size or should not get brittle after exposure to UV rays.
4.2	Hardware	All the metal hardware including hinges, U latches, mounting screws, downloading port ring etc shall be of rust proof stainless steel.
4.3	Cable glands	Polyamide Nylon-66 with flammability level V0.
5	Construction	Meter box shall be constructed by moulding of polycarbonate material as specified in clause no. 3.1. Thickness of meter box shall be minimum 3.0 mm.
5.1	Moulding	The box shall be made through Injection Moulding or better method.
5.2	Base	Meter shall be factory fitted inside base body using unidirectional screws, on fixed mounting pillars, moulded in to the base of sufficient strength, so that removing of meter shall not possible without breaking the meter box or meter itself.
5.3	Top cover	Hinge type
5.3.1	Hinge type	a. Minimum 02 no's concealed / internal hinges, not visible or accessible from outside the box without breaking the box itself. b. Minimum 02 no's U latches shall be provided to closed the box with sealing arrangement at each U latch. c. After closing the U latches no play/ gap shall exist between base and top cover.
6	Padlocking	The box shall also have padlocking facility.
7	Cable entry	At bottom suitable for 4CX50 Sqmm cable through cable glands
7.1	Cable Gland	a. Two nos. of Elbow shaped glands made out of Polyamide Nylon-66 suitable upto 4CX50 sqmm aluminium armoured cable shall be provided on both cable entries in the box. b. Glands shall be designed in such a manner that the same cannot be unscrewed / removed from the box from outside. Manufacturer may either supply two nos. of check nuts or any other alternate design to meet this requirement.
8	Earthing bolt	Earthing bolt of M8 with nut and washer shall be provided on left side of the body of meter box. The arrangement shall be such that one earth point shall be available for customer and external earthing provided by BSES can be terminated. Necessary symbol shall be provided for earth terminal.
9	Gland Plate	MS gland plate of minimum thickness 3.0 mm shall be provided at the bottom of the box.
10	Termination Height	Height of the meter terminals from gland plate shall be 150 mm minimum.
11	Mounting	As follow

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11.1	Meter mounting pillars	a. Fixed type, moulded in to the base body as per the requirement of meter mounting holes. b. Stiffeners shall be provided at the base of the mater mounting pillars.
11.2	Meter box mounting	Four (4) nos. fixing holes of 6 to 6.5 mm diameter at the back surface of box shall be provided to fix the same on flat wall. Mounting holes shall not be obstructing by Incoming or Outgoing cables.
11.3	Box Mounting accessories	Long pan head self tapping SS screws and washers shall be provided by the supplier with every box. 4 no's plastic fixing plugs suitable for self tapping screws shall also be provided.
12	Data Downloading arrangement	a. DB9 RS232 connector shall be provided at the top cover of box to download meter. b. Meter shall be downloadable without opening of the box/ breaking of seals. c. This arrangement shall not de-rate the IP rating of meter box. A Top hinges and bottom sealable cover shall be provided on the data downloading slot. d. Data downloading shall not be affected by scratches on data downloading port or with ageing of box. Data downloading shall not be affected by visible light conditions.
12.1	Optical to RS232 cable.	Optical reader with 9 pin D-type female connector cable shall be provided in each meter box. The optical meter reader with 9 pin D-type male connector cable of the entire meter boxes (100%) shall be tested for meter downloading before dispatch.
13	Marking	Following marking shall be provided on both top cover and base by indilgible laser printing/ screen printing or embossed from inside of the box. a. BSES insignia shall be embossed on the base & cover of meter box. b. Meter serial no. c. purchaser's PO no. and date. d. Purchaser's Name. e. Name or trade mark of seller f. Any other detail required at the time of approval.
14	Type Tests and Acceptance tests	a. All the below mentioned tests shall be carried out on 01 no randomly selected sample by BYPL representative from the lot offered for inspection at CPRI/ ERDA/ CIPHET. b. Following tests shall be carried out on sampled meter enclosure from the offered lot for inspection as per QAP approved by BYPL as acceptance tests. c. 01 no's box sealed by BYPL representative from the lot offered for inspection shall be tested for mentioned tests at CPRI/ ERDA/ CIPHET.
14.1	Visual examination	As Per GTP/ approved drawing
14.2	Verification of dimensions & Marking	As Per Spec/GTP/approved drawing

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13.3	Protection against electric Shock	IS:14772
14.4	Resistance to ingress of solid object & to harmful ingress of water ( IP-55 )	IS:14772
14.5	Test of Mechanical Strength / Impact Resistance Test	IS:14772
14.6	Resistance to heat	IS:14772
14.7	Resistance to Rusting	IS:14772
14.8	Glow Wire Test at 950 degree Centigrade	IS:14772/ IEC 695-2-1
14.9	Verification of Dielectric Properties at 5 KV	IS:8623
14.10	Heat Deflection Test at 125 degree Centigrade at 0.45 Mpa	
14.11	Test for Self Extinguishing Properties	IS:4249
14.12	Flammability Test	IS:11731 II
14.13	U V Resistance Test	DIN 53387