

**NOTICE INVITING TENDER (NIT)**

**FOR**

**RATE CONTRACT FOR SUPPLY**

**OF**

**DRY TYPE DISTRIBUTION TRANSFORMERS OF RATINGS  
400, 630, 1000, 2000 KVA 11/0.415KV**

**NIT NO: CMC/BY/22-23/RS/SkS/SV/70**

**Due Date for Submission: 23.03.2023, 14:00 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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## INDEX

S NO	DOCUMENT DESCRIPTION	PAGE NO
<b>VOLUME – I</b>		
<b>1</b>	<b>INFORMATION TO BIDDER (ITB)</b>	1 To 16
1.0	APPENDIX I	1 To 10
1.1	FORMAT FOR EMD BANK GUARANTEE	
1.2	BID FORM	
1.3	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT	
1.4	MANUFACTURER AUTHORIZATION FORM	
1.5	SCHEDULE OF CLARIFICATIONS/DEVIATIONS	
1.6	TECHNICAL BID SUBMISSION CHECKLIST	
1.7	VENDOR CODE OF CONDUCT	
<b>2</b>	<b>GENERAL CONDITION OF CONTRACT-SUPPLY</b>	1 To 18
2.0	APPENDIX II	1 To 6
2.1	FORMAT FOR PERFORMANCE BANK GUARANTEE	
2.2	BENEFICIARY'S BANK DETAIL WITH IFSC CODE	
2.3	FORMAT OF WARRANTY/GUARANTEE CERTIFICATE	
2.4	SUMMARY OF COMMERCIAL TERMS AND CONDITIONS	
<b>VOLUME – II - PRICE BID FORMAT</b>		1 To 2
<b>VOLUME – III – TECHNICAL SPECIFICATIONS</b>		1 To 35

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

**BIDDERS**

## SECTION – I: REQUEST FOR QUOTATION

### 1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as "**BYPL**") invites sealed tenders in two envelopes for establishing a Rate Contract from a reputed manufacturer valid for a period of one year.

	Tender Description	Estimated Cost (₹)	Cost of EMD (₹)	Delivery at
1	RATE CONTRACT FOR SUPPLY OF DRY TYPE DISTRIBUTION TRANSFORMERS OF RATINGS 400, 630, 1000, 2000 KVA 11/0.415KV	7.00 Crore	7.00 Lakh	Delhi Store(s)/ Site(s)

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

All envelopes shall be duly superscribed "**BID FOR RATE CONTRACT FOR SUPPLY OF DRY TYPE DISTRIBUTION TRANSFORMERS OF RATINGS 400, 630, 1000, 2000 KVA 11/0.415KV**" "NIT NO: CMC/BY/22-23/RS/SKS/SV/70 DUE ON 23.03.2023, 14:00 Hr."

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

**Part A – Techno Commercial Bid**  
**Part B – Price Bid**

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

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

- 1.2. Bids will be received up to **23.03.2023, 14:00 Hr.** at the address given below.  
Part A of the Bid shall be opened on **24.03.2023, 11:00 Hr.**

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

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

- 1.3 BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of the following:
- Tender is received after the due date and time.
  - Tender fee of requisite value is not submitted.

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

## 2.00 QUALIFICATION CRITERIA

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

### 2.01 Technical Criteria:

SI No.	Criteria	Documents to be submitted by the bidder
1	The bidder should have its own manufacturing facility in India for Dry Distribution transformers of similar rating or higher for the last 3 years.	Manufacturing and factory incorporation certificate / Undertaking  The details of manufacturing units, locations, and works from where supply against this tender shall be proposed to be furnished.
2	The Bidder should have supplied at least 50 Nos of transformers of similar rating or higher in the last 5 years from the date of bid opening to any utilities/ SEB's/ PSU's/ reputed companies wherein the end-user shall be utilities/ SEB's/ PSU's.	i. Summary list of executed Purchase orders ii. Purchase order copies iii. Material delivery clearance certificate copy or Delivery completion certificates or Invoice Copies
3	Performance certificate for minimum 2-year satisfactory performance for DT's of similar rating or higher ratings supplied in last 7 years from the date of bid opening from at least two utilities/ SEB's/ PSU's/ reputed companies wherein the end-user shall be utilities/ SEB's/ PSU's.  In case of bidder has a previous association with BRPL/BYPL for a 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 organization.	Performance Certificates
4	The bidder should have servicing, repairing, testing & refurbishment facility in INDIA with necessary spares and testing equipments for providing prompt after-sales service for Dry Distribution Transformer.	Relevant Details/certificates/Undertaking (Details of the set-up available shall be brought out in the

		offer. the bidder shall also submit an undertaking along with the bid confirming the infrastructure details submitted)
5	The bidder should have plant installed capacity to supply of 20 nos of transformers per month.	Installed Capacity Certificate
6	The bidder must possess a valid ISO 9001:2015 certification.	Valid copy of Certification

## 2.02 Commercial Criteria:

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

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

## 3.00 BIDDING AND AWARD PROCESS

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

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**

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 4 of 16	Bidders seal & Signature
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**The bids and the outer envelope shall be addressed to:  
Head of Department  
Contracts & Materials Deptt.  
BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032**

Kindly Note:

- Bidder will inform BYPL through e-mail immediately after their bid submission or before the due date & time of submission to TPC & Buyer:
  1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com,
  2. Mr Sumit Verma, E-mail: sumit.ra.verma@@relianceada.com,
- Tender documents shall be submitted at the main gate in the tender box.
- Authorized person of TPC will collect the documents from the tender box after the scheduled time of tender submission and verify the bid documents with emails received. A confirmation of receipt shall be sent to the bidder through e-mail by TPC on the same day.
- Bidder has to ensure that tender copy is dropped in the correct box designated for tender submission only.
- BYPL shall not be responsible for any wrong placement of tender documents by the bidder.

**PART A** :: **TECHNICAL BID** comprising (01 no Original + 01 no Duplicate soft copy) of the following:

Sr. No	Descriptions	Type of Documents
<b>Commercial :</b>		
1	<b>Tender Fee - Demand Draft (Rs.1180/-) (Incl GST)</b>	Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from the website
2	<b>EMD</b>	In the prescribed stamp paper & format
3	<b>Power-of-Attorney</b>	In the prescribed stamp paper & format
4	<b>PQR Compliances</b>	Documentary evidence in support of qualifying criteria like: <ol style="list-style-type: none"> <li>1. Details of the constitution of the company (Proprietary/Limited/etc along with the details), Memorandum of Association of the company</li> <li>2. Bidders shall submit the certified annual Balance sheets for the last completed three (3) financial years</li> <li>3. Supportive document on Positive Net worth. Credit rating/solvency certificate from the competent authority, wherever required.</li> <li>4. Copies of Orders, Execution /Performance Certificates &amp; Other Documents to support qualification Criteria.</li> </ol>
5	<b>Signed Tender document</b>	Original Tender documents duly stamped & signed on each page as a token of acceptance
6	<b>Black listing undertaking</b>	Bidder should submit a Self-undertaking signed by its Authorized Signatories that the Bidder or any of their sub-contractor has not been blacklisted/barred by any Govt. Organization or Regulatory Agencies in India or abroad.

Sr. No	Descriptions	Type of Documents
7	<b>Commercial Terms and Conditions</b>	Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc.
8	<b>Acceptance on Reverse Auction</b>	Duly signed Acceptance Form For Participation In Reverse Auction Event as per attached format
9	<b>Bid Form (Unpriced) Duly Signed</b>	Duly Signed Bid Form as per attached format
10	<b>Un price Bid Duly Signed</b>	Duly Signed Un price Bid as per attached format
<b>Technical:</b>		
11	<b>Technical Details/ Filled in GTP/Drawings</b>	Bidder shall submit duly filled GTP with all Technical documents and Drawings.
12	<b>Type Test Reports</b>	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications
13	<b>Testing Facilities</b>	Bidder shall submit the details of testing facilities available at their works/factory.
14	<b>Organization Chart &amp; Manpower Details.</b>	Bidder shall submit the details of Organization & Manpower with qualification and experience.

- PART B** :: **FINANCIAL BID** comprising of (01 no original only)
- Price strictly in the Format enclosed indicating Break up of basic price, taxes & duties, etc.

### 3.02 TIME SCHEDULE

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

S. No.	Events	Due date & Time
1	Date of sale/ availability of tender documents from BYPL Website	Up to 23.03.2023, 14:00 Hours
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the Zoom Meeting link: <a href="https://zoom.us/join/9171111111">https://zoom.us/meeting/register/tJErfu6spz4iGtJqb9j7jkANiHjOMaxeV49E</a> After registering, you will receive a confirmation email containing information about joining the meeting.	09.03.2023, 10:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	12.03.2023 up to 17:00 Hours
4	Last Date of replies to all the pre-bid queries as received	15.03.2023 up to 18:00 Hours
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	23.03.2023, 14:00HRS
6	Date & Time of Opening of PART A – EMD and Technical Bid	24.03.2023, 11:00HRS
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website or e-mail

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

This is a two-part bid process. Bidders are to submit the bids in 2(Two) parts  
Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B FINANCIAL BID** and these sealed envelopes, should again be placed in another sealed cover which shall be submitted before the due date & time specified.

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

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

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

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

Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format attached ANNEXURE-C.

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

**4.00 AWARD DECISION**

- 4.01 Purchaser intends to award the business on the lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place a purchase order/LOI solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by the purchaser (and/or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay the purchaser (and/or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 In case any supplier is found unsatisfactory during the delivery process, the award may be cancelled and BYPL reserves the right to award other suppliers who are found fit.
- 4.04 Rate shall remain FIRM till the validity of the Contract.
- 4.05 Rate Contract: The rate contract shall have a validity period of 12 months from the date of LOI/PO 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.
- 4.06 Quantity Variation: The purchaser reserves the rights to vary the quantity by (±) 30% of the tender quantity during the execution of the rate contract.

- 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:
- If the quantity is to be split among 2 bidders, it will be done in the ratio of 70:30 on L1 price.
  - If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 on L1 price.
- Note: In case quantity needs to be distributed and order splitting is required, distribution of quantity 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	Jeena Borana DGM (CES)	jeena.borana@relianceada.com
	Srinivas Gopu GM (CES)	srinivas.gopu@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	Sumit Verma GM (C&M)	sumit.ra.verma@relianceada.com
	Santosh Singh Addl. VP (Head-Procurement)	santosh.kum.singh@relianceada.com
	Robin Sebastian VP (HOD-C&M)	robin.sebastian@relianceada.com

## SECTION – II: INSTRUCTION TO BIDDERS

### A. GENERAL

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

### 2.00 SCOPE OF WORK

The scope shall include Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser’s stores/site.

### 3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their interest.

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

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

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

### 4 COST OF BIDDING

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

### B. BIDDING DOCUMENTS

5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

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

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 9 of 16	Bidders seal & Signature
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- (g) Acceptance Format – RA
- (h) EMD BG Format
- (i) Vendor code of conduct
- (j) Appendix
- (k) Technical Specifications (TS)

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

## 6.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

6.04 Purchaser shall reserve the rights to the following:

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

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

## C. PREPARATION OF BIDS

### 7.0 LANGUAGE OF BID

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

### 8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied by the required EMD as mentioned in Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by an authorized signatory.

## 9.0 **BID FORM**

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

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

## 9.02 **EMD**

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

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

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

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

The EMD may be forfeited in the case of:

- (a) the Bidder withdraws its bid during the period of specified bid validity
- or
- (b) the case of a successful Bidder, if the Bidder does not
    - (i) Accept the Purchase Order, or
    - (ii) Furnish the required performance security BG.

## 10.0 **BID PRICES**

10.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, and Transportation to the site, all in accordance with the requirement of the Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

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

10.03 Prices quoted by the Bidder shall be "**Firm**" and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non -responsive and rejected.**

## 11.0 **BID CURRENCIES**

11.01 Prices shall be quoted in Indian Rupees Only.

**12.0 PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder’s consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier.

**13.0 ALTERNATIVE BIDS**

- 13.01 Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

**14.0 FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 5.0), clearly marked "Original Bid" plus Duplicate Soft copy in a USB flash drive must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.
- 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-Attorney accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

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

- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**D. SUBMISSION OF BIDS**

**15.0 SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original (hard copy) & One Duplicate Soft copy in a USB flash drive of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". The price bid shall be inside another sealed envelope with superscribed "Financial Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with — "Tender Notice No. & Due date of opening".

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>12</b> of <b>16</b>	Bidders seal & Signature
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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 original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date & time of submission.

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

**17.0 ONE BID PER BIDDER**

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

**18.0 LATE BIDS**

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

**19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>13</b> of <b>16</b>	Bidders seal & Signature
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22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

### 23.0 **EVALUATION AND COMPARISON OF BIDS**

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

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

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

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

(a ) Delivery Schedule

(b) Conformance to Qualifying Criteria

(c ) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in the Bidding Documents shall be evaluated. **The Purchaser will make its own assessment of the cost of any deviation to ensure a fair comparison of Bids.**

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

## **F. AWARD OF CONTRACT**

### 24.0 **CONTACTING THE PURCHASER**

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

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

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

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

**26.0 AWARD OF CONTRACT**

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

**27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES**

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

**28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

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

**29.0 PERFORMANCE BANK GUARANTEE (PBG)**

To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/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 the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procure t process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>15</b> of <b>16</b>	Bidders seal & Signature
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- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

**31.0 STATUTORY GUIDELINES & REGULATIONS**

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

**32.0 PRIORITY OF CONTRACT DOCUMENTS**

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

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

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

**APPENDIX I**

**(FORMAT FOR EMD BANK GUARANTEE)**

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

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] at [*Branch Name and address*], having our registered office at [*address of the registered office of the bank*] (herein after called the "Bank"), are bound unto BSES Yamuna Power Ltd., with its Corporate Office at Shaktikiran Building, Karkardooma, Delhi - 110032, (herein after called —the "Purchaser") in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

The conditions of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions;

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

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

(Stamp & signature of the bank)

Signature of the witness

APPENDIX I NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 1 of 10	Bidders seal & Signature
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**BID FORM**

To

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

Sir,

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

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

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

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

5 We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

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

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

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

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

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

(IN BLOCK CAPITALS) .....

APPENDIX I NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>2</b> of <b>10</b>	Bidders seal & Signature
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## ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

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

Signature & seal of the Bidder

APPENDIX I NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>3</b> of <b>10</b>	Bidders seal & Signature
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**MANUFACTURER AUTHORIZATION FORM**  
**(To be submitted on OEM's Letter Head)**

Date: .....  
Tender No.: .....

To

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

Sir,

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

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

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

Yours Sincerely,  
For .....

Authorized Signatory

APPENDIX I NIT NO: CMC/BY/22-23/RS/SKS/SV/70	Page 4 of 10	Bidders seal & Signature
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## **ANNEXURE - SCHEDULE OF DEVIATIONS**

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

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

### **Technical Deviations:-**

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

### **Commercial Deviations:-**

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

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

**Seal of the Bidder:**

**Signature:**

**Name:**

## **Technical Bid Submission Check List**

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

**Bids with incomplete/ wrong information are liable for rejection.**

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

## VENDOR CODE OF CONDUCT

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

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

### I. Labour and Human Rights

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

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

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

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

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

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

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

- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

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

## **II. Health and Safety**

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

The health and safety standards are:

- . Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- . Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- . Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- . Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- . Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- . Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- . Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

## **III. Environmental**

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.

APPENDIX I NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>8</b> of <b>10</b>	Bidders seal & Signature
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The environmental standards are:

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

#### **IV. Ethics**

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

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

#### **V. Management System**

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

APPENDIX I NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>9</b> of <b>10</b>	Bidders seal & Signature
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- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- . Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- . Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plans including a periodic assessment of Vendor's performance against those objectives.
- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

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

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

<p>GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/Sks/SV/70</p>	<p>Page <b>1</b> of <b>18</b></p>	<p>Bidders seal &amp; Signature</p>
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## **GENERAL CONDITIONS OF CONTRACT (GCC)-SUPPLY**

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

### **1.0 General Instructions**

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

### **2.0 Definition of Terms**

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 2 of 18	Bidders seal & Signature
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- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
  - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
  - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.
- 3.0 Contract Documents & Priority**
- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.
- 4.0 Scope of Supply -General**
- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.
- 4.03** Quantity variation and additional requirements if any shall be communicated to successful bidder during project execution.
- 4.04** All relevant drawings, data and instruction manuals.
- 5.0 Quality Assurance and Inspection**
- 5.01** Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.

<p>GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70</p>	<p>Page <b>3</b> of <b>18</b></p>	<p>Bidders seal &amp; Signature</p>
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**5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.

**5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

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

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

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

## **6.0 Inspection & Test Charges**

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

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

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

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

## **7.0 Handling and Storage**

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

## **8.0 Packing, Packing List & Marking**

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 4 of 18	Bidders seal & Signature
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8.01 **Packing:** Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing- materials.

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

## 9.0 Prices/Rates/Taxes

### 9.01 Price basis for supply of materials

a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, and any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/sites.

c) Transit insurance will be arranged by Bidder

## 10.0 Taxes & Duties

10.01 Prices for Goods are on Ex- Works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.

10.02 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.

10.03 GSTIN of BSES YAMUNA POWER LTD - 07AABCC8569N1Z0  
CST No of BSES YAMUNA POWER LTD -07740254593  
TIN NO of BSES YAMUNA POWER LTD - 07740254593  
PAN NO of BSES YAMUNA POWER LTD - AABCC8569N

10.04 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month to which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

## 11.0 Invoicing Instructions

11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.

MDCC will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.

11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 5 of 18	Bidders seal & Signature
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Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.

- 11.03 Invoice will be in the name of BSES YAMUNA POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.
- 11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.
- 11.05 Timely provision of invoices / Debit Notes / Credit Notes:
- 11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.
- 11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.  
Documents and devices to be carried by a person-in-charge of a conveyance under.
- 11.06 E Way Bills / transit documents for movement of Goods:  
Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for movement of Goods and the logistic partner / transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration. The Supplier is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier. Also, Supplier is responsible for releasing of goods from Authority whether CGST/SGST. Delay in supply from the contractual date due to seizure of goods shall also attract liquidated damages.

## **12.0 Terms of payment and billing**

- 12.01 For Supply of Equipment's:  
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):
- Signed copy of accepted Rate Contract / Purchase Order (for first payment)
  - LR / RR / BL as applicable
  - Challan as applicable
  - Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
  - 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.
  - Two (02) copies Packing List / Detailed Packing List

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>6</b> of <b>18</b>	Bidders seal & Signature
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- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Insurance Policy / Certificate, if applicable
- k) Warranty / Guarantee Certificate, if applicable
- l) Check list for bill submission.

- 12.02 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail any tax credit due to any short coming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost . In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.
- 12.03 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.
- 12.04 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.
- 12.05 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

### **13.0 Tax Indemnity Clause**

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

<p>GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70</p>	<p>Page 7 of 18</p>	<p>Bidders seal &amp; Signature</p>
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indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.

13.04 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser:

13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

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

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

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

#### **14.0 The Micro, Small and Medium Enterprises (MSME)**

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>8</b> of <b>18</b>	Bidders seal & Signature
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## **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 and firm 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 as specified by BYPL.

## **17.0 Forfeiture**

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

17.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

## **18.0 Release**

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

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

19.01 The bidder to Guarantee the materials / items supplied against any defect or failure, which arises due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 9 of 18	Bidders seal & Signature
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of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid. BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

### **21.0 Effective Date of Commencement of Contract**

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

### **22.0 Time – The Essence Of Contract**

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

### **23.0 The Laws and Jurisdiction of Contract:**

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

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

### **24.0 Events of Default**

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

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>10</b> of <b>18</b>	Bidders seal & Signature
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## 25.0 Consequences of Default.

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

## 26.0 Penalty for Delay

- 26.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the basic (ex-works) price for every week delay of undelivered units or part thereof for individual milestone deliveries.
- 26.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price of total undelivered units.
- 26.03 The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.
- 26.4 If Penalty is levied as per the Order terms & conditions; BYPL will raise Invoice of the penalty amount along with applicable GST rates. Accordingly, after setting off the penalty Invoice amount, net payment shall be made.

## 27.0 Variation in Taxes, Duties & Levies

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/Sks/SV/70	Page <b>11</b> of <b>18</b>	Bidders seal & Signature
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27.4 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

**28.0 Taxes & Duties on raw materials & bought out components**

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

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

**29.0 Force Majeure**

29.01 General

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

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

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

- (i) The following events and circumstances :
  - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
  - b) Explosions or fires
- (ii) War declared by the Government of India.
- (iii) Dangers of navigation, perils of the sea.

Note: Causes like power breakdown/strikes, accidents etc do not fall under Force Majeure.

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

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>12</b> of <b>18</b>	Bidders seal & Signature
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v) Provide prompt notice of the resumption of full performance or obligation to the other party.

29.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

29.06 Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>13</b> of <b>18</b>	Bidders seal & Signature
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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 have been/ to be assigned to the Purchaser all rights, titles and benefits of the Suppliers/Vendor as the case may be.

**35.00 Documentation**

35.01 The Bidder shall procure all equipment from BYPL approved sources as per attached specifications. The Bidders shall submit copies of Material/Type Test Certificates, O&M Manuals, and Approved &

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>14</b> of <b>18</b>	Bidders seal & Signature
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As-built drawings, related to various equipment. The Bidder's shall ensure the strict compliance with the specifications and Field Quality Procedures issued by BYPL.

### **36.0 Transit Insurance**

36.01 Transit Insurance shall be arranged by the Bidder.

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

### **37.0 Limitation of Liability**

**37.01** Except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Supplier:

- (a) In cases of fraud, willful misconduct or illegal or unlawful acts, or
- (b) In cases of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances.

### **38.0 Liability of Suppliers**

38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:

- (a) For any indirect or consequential loss or damage; and
- (b) For any direct loss or damage that exceeds:
  - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
  - (ii) The insurance claim proceeds which the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.

38.2 This limitation of liability shall not affect the supplier's liability, if any, for damage to third party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the supplier in executing the order.

38.3 Notwithstanding anything contained in the Contract, the Supplier shall not be liable for any gross negligence or willful misconduct on the part of the Purchaser or any of its affiliates, any vendor, or any party, other than Supplier and/or, its directors, officers, agents or representatives or its affiliates, or SubSupplier, or the vendor or any third party engaged by it.

38.4 Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Supplier from

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>15</b> of <b>18</b>	Bidders seal & Signature
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any of its liabilities or responsibilities arising in relation to or under the Contract.

### **39.0 Intellectual Property Rights and Royalties**

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

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>16</b> of <b>18</b>	Bidders seal & Signature
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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. Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor. The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.
- 40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.
- 40.03 Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.
- 40.04 We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; <https://www.bsesdelhi.com/web/bypl/about-bses>.

GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY) NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page <b>17</b> of <b>18</b>	Bidders seal & Signature
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## QUANTITY AND DELIVERY REQUIREMENTS

Sl. No.	BYPL SAP Code	Item Description	Specification	Total Qty. (Nos)	Tentative Delivery Schedule	Destination
1	2100267748	Supply of Dry Type Distribution Transformers of rating 400KVA 11/0.415KV	BSES-TS-13-CRDT-R0	1	Delivery for the 1st Lot of 10 nos DT's shall be within 03 Months from the LOI/PO date and completion @10 Nos per month in lots thereafter	BYPL Stores Delhi
2	2100267749	Supply of Dry Type Distribution Transformers of rating 630KVA 11/0.415KV		6		
3	2100267750	Supply of Dry Type Distribution Transformers of rating 1000KVA 11/0.415KV		8		
4	New Item	Supply of Dry Type Distribution Transformers of rating 2000KVA 11/0.415KV		10		

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

Schemes may be executed in a phased manner.

## APPENDIX II

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

This Guarantee made at \_\_\_\_\_ this [\_\_\_\_] day of [\_\_\_\_] 20XX

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

5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
  - (i) vary and/or modify any of the terms and conditions of the Contract;
  - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
  - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

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

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

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

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

**BYPL BANK DETAIL WITH IFSC CODE:**

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

BSEES

**FORMAT OF WARRANTY/GUARANTEE CERTIFICATE**

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

Ref. Purchase Order No. :

Dear Sir,

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

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

Vendors Name & Signature

**UNDERTAKING GST**

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

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

APPENDIX II NIT NO: CMC/BY/22-23/RS/SkS/SV/70	Page 5 of 6	Bidders seal & Signature
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## **SUMMARY OF COMMERCIAL TERMS AND CONDITIONS - SUPPLY**

Sl No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of submission of bid	
2	Price basis	a) <b>"Firm"</b> , FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores/sites. b) Unloading at stores/sites shall be in vendor's scope c) Transit insurance in Bidders scope	
3	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.	
4	Delivery Schedule	Transmittal Approval Documents (GTP/Drawings/QAP/etc) are to be submitted within 15 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 resubmission 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 resubmission. However, repetitive submissions are not desirable. Delivery for the Ist Lot of 10 nos DT's shall be within 03 Month from the LOI/PO date and completion @10 Nos per month in lots thereafter	
5	Defect Liability period	66 months from the date of receipt of each unit at store(s)/site(s), whichever is earlier	
6	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.	
7	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.	



**VOLUME – II**

**PRICE BID FORMAT**

PRICE BID FORMAT NIT NO: CMC/BY/22-23/RS/SKS/SV/70	Page <b>1</b> of <b>2</b>	Bidders seal & Signature
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**ALL PRICES IN INR (₹)**

S. No.	DESCRIPTION OF GOODS	HSN CODE (8 Digit Mandatory)	Uo M	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D = B+C)	TOTAL LANDED VALUE (₹) (E = DXA)
						%	AMT		
1	Supply of Dry Type Distribution Transformers of rating 400KVA 11/0.415KV		Nos	1					
2	Supply of Dry Type Distribution Transformers of rating 630KVA 11/0.415KV		Nos	6					
3	Supply of Dry Type Distribution Transformers of rating 1000KVA 11/0.415KV		Nos	8					
4	Supply of Dry Type Distribution Transformers of rating 2000KVA 11/0.415KV		Nos	10					
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 to be submitted with Part – A

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

Date:

Bidders Name:

Place:

Bidders Address:

Signature: .....

Designation: .....

Printed Name: .....

Common Seal: .....

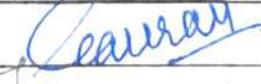
**VOLUME – III**

**TECHNICAL SPECIFICATIONS**

**BSEES**



Technical Specification of  
Dry Type Distribution Transformer  
Specification no – BSES-TS-13-CRDT-R0

Rev:	0	
Date:	04 Apr 2022	
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## Contents

Record of Revision.....	3
1.0 Scope of supply.....	4
2.0 Codes & standards.....	4
3.0 Major Design Criteria & Parameters of the Transformer .....	4
4.0 Construction & Design .....	7
5.0 Fittings and Accessories on Transformer.....	15
6.0 Approved make of components.....	17
7.0 Quality Assurance .....	18
8.0 Progress Reporting .....	19
9.0 Inspection an Testing .....	19
10.0 Packing, Shipping, Handling and Storage.....	23
11.0 Deviations .....	24
12.0 Drawings & Data Submission Matrix .....	24
Annexure A Scope of supply .....	27
Annexure B Service Condition.....	28
Annexure C Guaranteed Technical Particulars (Data by Seller).....	29



BSES-TS-13-CRDT-R0

TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER

Record of Revision

SI No.	Revision No	Item/ Clause no:	Nature of Change	Approved by
1				
2				
3				
4				
5				
6				
7				
8				

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER****1.0 Scope of supply**

For scope of supply, refer annexure – A

**2.0 Codes & standards**

The Dry Type distribution transformers shall be designed, manufactured & tested in accordance with the following IEC & Indian standards

IS 2026- part 11/IEC 60076-11	Dry type Transformer
IS 11171	Dry Type Power Transformer
IS 2026	Power Transformers
IS 1271/IEC60085	Thermal Evaluation & Classification Of Electrical Insulation
IS/ IEC 60137	Bushing for Alternating voltage above 1000V
IS 10028	Code Of Practice For Installation And Maintenance of Transformers
IS 5	Ready Mixed Paint, Air Drying, Red-Oxide Zinc Chrome, Priming
IS 2932	Enamel, Synthetic, Exterior : A)Undercoating B) Finishing
IS 3347	Dimensions For Porcelain Transformer Bushings (For Use In Very Heavily Polluted Atmosphere)
IS 2026 part 12/IEC 60076-12	Loading Guide for dry type Power Transformers
IEC 60076	Power Transformers
IEC 60616	Terminal and Tapping Markings for Power Transformers
IEC 60726	Dry-Type Power Transformers.
IS/IECIEC 60529	Degrees of Protection Provided by Enclosures (IP Code).
Publication no. 317	CBIP Manual – Manual on transformers
	ECBC guideline-Energy conservation building guidelines

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. This Specification
- iii Referenced Standards
- iv Approved Vendor drawings
- v. Other documents

**3.0 Major Design Criteria & Parameters of the Transformer**

3.1	Location of equipment	Generally Outdoor but may be located indoor also with poor ventilation
3.2	Reference design ambient temperature	50 deg C
3.3	Type	Dry, core type, step down
3.4	Type of cooling	AN
3.5	Reference Standard	IS: 2026 part -11, 11171
3.6	No. of phases	3

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

3.7	No. of windings per phase	2
3.8	Rated frequency ( Hz )	50 Hz
3.9	Highest system voltage HV side	12 KV
3.10	Highest system voltage LV side	460 V
3.11	Lightning Impulse withstand voltage	
3.11.1	For nominal system voltage of 11 kV	75 kV peak
3.12	Power Frequency Withstand Voltage	
3.12.1	For nominal system voltage of 11 kV	28 kV rms
3.12.2	For nominal system voltage of 415 V	3 kV rms
3.13	Major Design criteria	
3.13.1	Voltage variation on supply side	+ / - 10 %
3.13.2	Frequency variation on supply side	+/- 5 %
3.13.3	Transient condition	- 20 % or + 10 % combined variation of voltage and frequency
3.13.4	Service Condition	The transformer enclosure is to be designed for outdoor location with service condition as specified, but its full rating shall be available if located indoor in poorly ventilated atmosphere
3.13.5	Insulation level	
3.13.6	Short Circuit withstand level	As per rating & impedance of transformer.
3.13.7	Overload capability	As per IS 2026-12/IEC 60076 Part 12
3.13.8	Noise level	Shall not exceed limits as per NEMA TR-1 with all accessories running measured as per IEC 551 / NEMA standard
3.13.9	Radio Influence Voltage	Maximum 250 microvolt
3.13.10	Harmonic currents	Transformer to be designed for suppression of 3 <sup>rd</sup> , 5 <sup>th</sup> , 7 <sup>th</sup> harmonic voltages and high frequency disturbances.
3.13.11	Partial Discharges	10 Pico C (max)
3.13.12	Parallel operation	Shall be designed to operate in parallel with existing transformer. Details of existing transformers shall be forwarded to the bidder on request.
3.14	Major Parameters	
3.14.1	Rating in KVA	250/400/630/750/1000/1600/2000/2500
3.14.2	Voltage Ratio	11000/415 Volts
3.14.3	Vector Group	Dyn11
3.14.4	Percentage Impedance at <b>130 deg C</b>	
3.14.4.1	250 KVA	5 % with IS tolerance

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

3.14.4.2	400 KVA	5 % with IS tolerance
3.14.4.3	630 KVA	5 % with IS tolerance
3.14.4.4	750 KVA	5 % with IS tolerance
3.14.4.5	1000 KVA	5 % with IS tolerance
3.14.4.6	1600 KVA	6 % with IS tolerance
3.14.4.7	2000 KVA	6 % with IS tolerance
3.14.4.8	2500 KVA	6 % with IS tolerance
3.14.5	No Load Losses, KW	
3.14.5.1	250 KVA	0.7 KW
3.14.5.2	400 KVA	0.9 KW
3.14.5.3	630 KVA	1.2 KW
3.14.5.4	750 KVA	1.4 KW
3.14.5.5	1000 KVA	1.78 KW
3.14.5.6	1600 KVA	3.2 KW
3.14.5.7	2000 KVA	3.56 KW
3.14.5.8	2500 KVA	4.05 KW
3.14.6	Max. full load losses at <b>130 deg. C</b> , kW	
3.14.6.1	250 KVA	2.2 KW
3.14.6.2	400 KVA	3.4 KW
3.14.6.3	630 KVA	5.4 KW
3.14.6.4	750 KVA	6.0 KW
3.14.6.5	1000 KVA	7.5 KW
3.14.6.6	1600 KVA	12 KW
3.14.6.7	2000 KVA	15.25 KW
3.14.6.8	2500 KVA	17.0 KW
3.14.7	Winding Temperature Rise above ambient deg C	<b>90 deg C</b>
3.14.8	Flux Density	1.73 T max at 110% rated voltage
3.14.9	Tapping on HV winding	Off Circuit taps on HV winding , + / - 10% in steps of 2.5% , change of taps by link
3.14.10	Design Clearance phase to phase (between bare conductor of bushings)	
3.14.10.1	For nominal system voltage of 11KV	180 mm min.
3.14.10.2	For nominal system voltage of 415 V	25 mm min.
3.14.11	Design clearance phase to earth	
3.14.11.1	For nominal system voltage of 11KV	120 mm min.
3.14.11.2	For nominal system voltage of 415 V	25 mm min.
3.14.12	System Fault Level , HV side	350 MVA
3.14.13	System Fault Level , LV side	35 MVA
3.15	System Earthing	
3.15.1	HV	Not Required

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

3.15.2	LV	Solidly earthed
3.16	Fire Protection Class	Class F1 shall be required
3.17	Climate Class	C2 shall be required
3.18	Environment Class	E2 shall be required
3.19	IP class requirement	IP 34
3.20	Warranty Period	66 months from date of supply & 60 months from date of commissioning whichever is earlier.

**4.0 Construction & Design**

4.1	Enclosure (Housing)	
4.1.1	Material	CRCA sheet steel
4.1.2	Sheet thickness	
4.1.2.1	Side, doors, covers	2 mm minimum
4.1.2.2	Top & Bottom sheet	3 mm minimum
4.1.2.3	Frames	3 mm minimum
4.1.3	Perforation on bottom sheet	As per manufacturers standard
4.1.4	Finish of perforated bottom sheet if Provided	Hot dipped Galvanized
4.1.5	Fixing of perforated bottom sheet if Provided	By nut bolt arrangement with the frame
4.1.6	Canopy at top	Required minimum 3 mm thick with slope to prevent water retention. Slope of canopy shall be kept away from cable termination side.
4.6.1	Essential provision for canopy	Canopy shall be fixed on load bearing member and shall be removable from inside of the enclosure only. Canopy shall be provided with lifting lugs.
4.1.7	Degree of protection	IP 34, Wire mesh (6 x 6 mm) shall have powder coated water blocking plates behind the wire mesh fixed on structure, plates behind wire mesh on top side of the enclosure shall have pipe routed suitably up to bottom of enclosure to drain the water accumulated in the plate, necessary slope to facilitate draining to be provided in both top and bottom water blocking plate
4.1.8	Design of door	
4.1.8.1	Minimum no of doors on HV/ LV side	Minimum 3 on each of HV / LV side
4.1.8.2	Hinges for doors of a) HV & LV side, b) for CT box c) for Winding temperature scanner box	i) Antitheft design ( to make the door Non-removable type) ii) Minimum three hinges per door from top to bottom, Door suitable to be opened from outside iii) Door shall be earthed by flexible PVC insulated multi stranded copper wire of minimum 2.5 sqmm size.
4.1.8.3	Padlock Facility	Required at each HV /LV side door, CT box and WTI scanner box
4.1.8.4	Fixing of doors with the	By M6 size stainless steel Allen key screws.

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	frame (applicable for CT box and Winding temperature scanner box too)	
4.1.8.5	Accessories	Welded Door handle , Danger plate on HV and LV side doors, caution plate for tap links for HT doors, Door limit switch on both HV and LV side doors to be wired up to WTI box terminal for tripping the transformer in case door is opened with the transformer energized, Phase marking plates on HV and LV doors
4.1.9	Design of covers on side other than HV /LV side	
4.1.9.1	Minimum no of covers on each side	Minimum 3 mm on each side
4.1.9.2	Hinges	None
4.1.9.3	Fixing of covers with the frame	With M6 size stainless steel Allen key screws and locking pin from inside so that the covers can be removed from inside only accessing the allen screw after opening door on HV or LV side only.
4.1.9.4	Accessories	Welded cover handle to be provided for handling while removing the cover minimum two nos per cover Covers shall be earthed by flexible PVC insulated multistranded copper wire of minimum 2.5 sqmm size.
4.2	Core	
4.2.1	Material	High grade , non ageing, low loss, high permeability, grain oriented, cold rolled silicon steel lamination. Core shall be low loss of 1Watt/kg (max)
4.2.2	Grade	Premium grade minimum M3 or better
4.2.3	Lamination Thickness with insulation	0.23 mm (max.)
4.2.4	Construction	The core shall be stack / wound-type annealed steel lamination having low loss and good grain properties, coated with high temperature insulation, bolted together and to the frames firmly to prevent vibration or noise. The core shall be properly stress relieved by annealing under inert atmosphere. The complete design of core must ensure permanency of the core losses with continuous working of the transformers. Vibration dampening pads provided to isolate the core and coil assembly from the base structure. The magnetic flux density is kept below the saturation point giving the better stability of the transformer in the long run.
4.2.5	Maximum Flux Density at 10 % over excitation / over fluxing	1.73 Tesla minimum allowed
4.2.6	Core Design Features	i) All steel sections used for supporting the core

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		shall be thoroughly sand blasted after cutting , drilling, welding ii) Provision of lifting lugs for core coil assembly
4.3	Winding	
4.3.1	Material	Electrolytic Aluminium
4.3.1.1	Type	For HV shall be layer type & LV shall be with foil type.
4.3.2	Maximum current density allowed	1.5 Amp per sqmm (Max.)
4.3.3	Winding insulating material	Conductor insulation shall be class H where overall insulation class must be Class F (min), free from compounds liable to ooze out, shrink or collapse. Uniform insulation shall be applied to the windings and overall winding shall be cast resin.
4.3.4	Tappings	Off Circuit taps on HV winding , + / - 10 % in steps of 2.5 % , change of taps by link
4.3.4.1	Essential provisions for tap link	Shall be shrouded with cover made from insulating material. To prevent deposit of dust. Tap link inspection transparent window shall not be provided on the HV side door
4.3.5	Design Features	i) Stacks of winding to receive adequate shrinkage treatment ii) Connections braced to withstand shock during transport, switching, short circuit, or other transients. iii) Minimum out of balance force in the transformer winding at all voltage ratios. iv) Conductor width on edge exceeding six times its thickness v) The termination bus-bar coming out from winding shall be aluminium vi) Transposed at sufficient intervals. vii) Threaded connection with locking facility. viii) Winding leads rigidly supported , using guide tubes if practicable ix) Provision of taps as indicated in the technical particulars
4.3.6	Essential provision of HV and LV winding leads	Phase marking required near termination on both HV and LV side. Phase colour coding required on insulating sleeves on both HV and LV side. Phase sequence 1U, 1V, 1W from left to right looking inside from the HV side door. Phase sequence 2n, 2u, 2v, 2w from right to left looking inside from LV side door. Adequate HV termination clearance. Provision of check nut in all HV and LV winding lead connection.
4.4	Vibration Isolator	Vibration isolation pads shall be installed between core and coil assembly and enclosure base assembly to prevent the transmission of structure borne vibrations.
4.5	Bushing/Support Insulator/ Terminations	

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

4.5.1	Type of HV and LV Bushings, support insulators	Epoxy Resin Cast
4.5.2	Minimum creepage of bushing & support insulators	31mm/KV
4.5.3	Arcing Horns	Not Required
4.5.4	Termination on HV side	By cable within main enclosure
4.5.4.1	HV side cable size	11KV(E) grade, A2XCEWY 3CX150 sqmm
4.5.4.2	HV side cable entry	At bottom of enclosure through detachable gland plate
4.5.4.3	Gland plate material	Hot dipped Galvanized Steel 3 mm thick
4.5.4.4	Gland	Nickel plated brass double compression weatherproof cable gland
4.5.4.5	Cable Lugs	
4.5.4.6	HV side cable terminating busbar	Aluminium with size of 50X10 mm
4.5.4.7	Support of HT cable with enclosure	By MS flat of minimum size 50X10 mm
4.5.5	Termination on LV side	By cable with main enclosure/ By Bus Duct as per enquiry. In case of bus duct termination, there shall be separate box on LV side. The same box shall be suitable for cable termination & for bus duct arrangement also i.e. bus duct flange on the top & gland plate at the bottom/ as per enquiry.
4.5.5.1	LV side cable size	LV cable size, 650/1100 V grade, A2XY cable single core 630 sqmm unarmoured (appx. cable dia. is 40 mm)
4.5.5.2	LV side cable entry	At bottom of enclosure through detachable gland plate.
4.5.5.3	No. of cables on LV side	
4.5.5.3.1	250 KVA	2 runs per phase + 1 run in Neutral
4.5.5.3.2	400 KVA	2 runs per phase + 2 runs in Neutral
4.5.5.3.3	630 KVA	3 runs per phase + 2 runs in Neutral
4.5.5.3.4	750 KVA	3 runs per phase + 2 runs in Neutral
4.5.5.3.5	1000 KVA	4 runs per phase + 2 runs in Neutral
4.5.5.3.6	1600 KVA	6 runs per phase + 3 runs in Neutral
4.5.5.3.7	2000 KVA	7 runs per phase + 4 runs in Neutral
4.5.5.3.8	2500 KVA	9 runs per phase + 5 runs in Neutral
4.5.5.3	Gland plate material & type	Aluminium of 5 mm thick and gland plate should be single piece with "Knock Out" holes of dia. 45 mm.
4.5.5.4	Gland	Nickel plated brass double compression weatherproof cable gland
4.5.5.5	Cable Lugs	Shall be double hole lug with lug dia. Of 31 mm
4.5.5.6	LV side cable terminating busbar	Aluminium of size as follows
4.5.5.6.1	250 KVA	
	Phase	2 nos 100 x 10 mm
	Neutral	2 nos 100 x 10 mm
4.5.5.6.2	400 KVA	
	Phase	2 nos 100 x 10 mm

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	Neutral	2 nos 100 x 10 mm
4.5.5.6.3	630 KVA	
	Phase	2 nos 100 x 10 mm
	Neutral	2 nos 100 x 10 mm
4.5.5.6.4	750 KVA	
	Phase	2 nos 100 x 10 mm
	Neutral	2 nos 100 x 10 mm
4.5.5.6.5	1000 KVA	
	Phase	2 nos 100 x 10 mm
	Neutral	2 nos 100 x 10 mm
4.5.5.6.6	1600 KVA	
	Phase	2 nos 120 x 12 mm
	Neutral	2 nos 120 x 12 mm
4.5.5.6.7	2000 KVA	
	Phase	2 nos 130 x 12 mm
	Neutral	2 nos 130 x 12 mm
4.5.5.6.8	2500 KVA	
	Phase	2 nos 160 x 12 mm
	Neutral	2 nos 160 x 12 mm
4.5.5.7	Support of LV cable with enclosure	By Aluminium (non magnetic) clamp size 50 x 3 mm fixed on MS bracket of size 50 x 10 mm supported from enclosure wall inside
4.5.5.8	Maximum Overall Dimension Acceptable ( length x width x height),mm x mm x mm	
	250 KVA	1600 x 1650 x 1850
	400 kVA	1700 x 1750 x 1850
	630 kVA	1900 x 1750 x 1850
	1000 kVA	2200 x 2100 x 2400
	1600 kVA	2460 x 2200 x 2600
	2000 KVA	2750 x 2250 x 2600
	2500 KVA	3000 x 2300 x 2650
4.5.5.9	Short Circuit withstand Capacity of the transformer	
4.5.5.9.1	Three phase dead short circuit at secondary terminal with rated voltage maintained on the other side	As per IEC 60076-5
4.5.6	Partial Discharge	Transformer to be free from partial discharge
4.5.7	Tappings	Off Circuit taps on HV winding , + / - 10 % in steps of 2.5 % , change of taps by link
4.5.8	Tap link current rating, Amp	
	250/400 kVA	60 A
	630/ 750 kVA	100 A
	1000/1500/2000 kVA	125 A
	2500 kVA	150 A
4.6	Current Transformer	

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

4.6.1	Mounting	On LV side terminal busbars on all three phases with the help of fibre glass mounting plate
4.6.2	Maintenance requirements	Replacement should be possible without dismantling LV side support insulators
4.6.3	Accuracy Class	0.5
4.6.4	Burden	15 VA
4.6.5	Type	Resin Cast Ring type suitable for outdoor use
4.6.6	CT Ratio	
4.6.6.1	250 KVA	
4.6.6.2	400 KVA	600/5
4.6.6.3	630 KVA	1000/5
4.6.6.4	750 KVA	1200/5
4.6.6.5	1000 KVA	1500/5
4.6.6.6	1600 KVA	2500/5
4.6.6.7	2000 KVA	3000/5
4.6.6.8	2500 KVA	3500/5
4.6.7	CT Terminal Box	
4.6.7.1	Size	650 mm height x 450 mm width x 275 mm depth.
4.6.7.2	Fixing of instruments/meters within box	On slotted channel 40 x 12 mm size, channel fixed on vertical slotted angle 40 x 40 mm size at two ends
4.6.7.3	No of horizontal channels to be provided	Four
4.6.7.4	Fixing of terminals within box	On horizontal slotted channel with the help of C channel available with the terminals
4.6.7.5	Location	Within enclosure frame such that box door comes in line with enclosure surface
4.6.7.6	Box Door design	
4.6.7.7	Terminal strip	Nylon 66 material, minimum 4 sq mm, screw type for control wiring and potential circuit.
4.6.7.8	Cables & Wires	PVC insulated, extruded PVC inner sheathed, armoured, extruded PVC outer sheathed 1100 V grade control cable as per latest edition of IS 1554 part 1 minimum 2.5 sqmm for signals and 4 sqmm for CT with multistrand copper conductor & PVC insulated multistrand flexible copper wires of minimum 2.5 sqmm size, 1100 V grade as per latest edition of relevant IS
4.6.7.9	Cable Glands	Nickel plated brass double compression weatherproof cable gland
4.6.7.10	Lugs on wires	Tinned copper preinsulated Pin, Ring, Fork type as applicable
4.6.7.11	Potential signal in CT box	Tapped from main LV busbars
4.6.7.12	Hinges of CT terminal Box & WTI scanner box	Shall be of Anti theft type & shall not be visible from outside.
4.6.7.13	Essential provision	<ul style="list-style-type: none"> <li>i) Wiring diagram to be fixed on the back of door along with CT spec.</li> <li>ii) Wiring diagram, name plate / danger plate etc shall be made from Aluminium with black engraving &amp; shall be fitted by riveting at</li> </ul>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		appropriate place
4.7	Hardware	
4.7.1	External	Stainless Steel only
4.7.2	Internal	Cadmium plated except special hardware for frame parts and core assembly as per manufacturer's design
4.8	Gasket	Nitrile Cork based gasket across all doors & covers
4.9	Control cable specification (to be used by the vendor)	PVC insulated, extruded PVC inner sheathed, armoured, extruded PVC outer sheathed 1100 V grade control cable as per latest edition of IS 1554 part 1 minimum 2.5 sqmm for signals and 4 sqmm for CT with multistrand copper conductor. Control cables shall be of FRLS only.
4.10	Specification of wires to be used inside CT box , WTI box etc.	PVC insulated multistrand flexible copper wires of minimum 2.5 sqmm size, 1100 V grade as per latest edition of relevant IS
4.11	Terminal Blocks to be used by the vendor	Nylon 66 material, minimum 4 sq mm,screw type for control wiring and potential circuit.
4.11.1	Essential provision for CT terminals	Sliding link type disconnecting terminal block screwdriver operated stud type with facility for CT terminal shorting material of housing melamine/ Nylon66
4.12	Cable glands to be used by the vendor	Nickel plated brass double compression weatherproof cable gland
4.13	Cable lugs to be used by the vendor	
4.13.1	For power cables	Long barrel medium duty Aluminium lug with knurling on inside surface
4.13.2	For control cables	Tinned copper pre insulated Pin, Ring, Fork type as applicable
4.14	Painting of transformer, CT box, WTI box	
4.14.1	Surface preparation	By 7 tank pretreatment process or shot blasting method
4.14.2	Finish on internal surfaces	Powder coated, Epoxy polyester base, grade A, shade – White, Uniform thickness of 80 microns minimum.
4.14.3	Finish on external surface	Powder coated, Epoxy polyester base, grade A, shade – 7032, Uniform thickness of 120 microns minimum with 01 coat of primer & 02 coats of paint.
4.14.4	Finish shade on external surfaces	RAL 7032 Siemens Grey
4.14.5	Painting on welding	All welding to be applied zinc rich paint before final painting
4.15	Labels & Name Plate	All name plate, wiring scheme plate, R&D plate, caution plate, danger plate, phase identification plate, identification plate shall be aluminium with black engraving Sticker of any form is not acceptable.
4.15.1	Fixing of name plate	By riveting only at appropriate location
4.16	Insulating support material	Bakelite shall not be used as a base plate for

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	for base plate for mounting components	mounting any components, insulating material non hygroscopic insulating material like FRP shall be used
4.17	Hazard sticker/plate	As per IS standard
4.18.0	Surge Arrester	Required, Connected on Transformer Primary side on all three phases
4.18.1	Type	Gapless Metal Oxide
4.18.2	Housing	Polymeric preferable, at bottom of HV winding
4.18.3	Surge Arrestor requirement for solidly grounded system	
4.18.4	System Voltage , kV rms	11
4.18.5	Rated Voltage of Arrestor, kV rms	9
4.18.6	Continuous operating voltage, kV rms	6.35
4.18.7	Maximum Continuous operating voltage, kV rms	7.65
4.18.8	Nominal Discharge Current, kA peak	10
4.18.9	Energy Absorption Capability, kJ/kV	Greater than 2.5
4.18.10	Creepage distance	31 mm /kV
4.18.11	Reference std	IS 3070 part 3 and IEC 99-4
4.19.0	Winding Temperature scanner	Required
4.19.1	No. of RTD inputs	Five (Three for windings, one for enclosure & one shall be spare) RTD for enclosure temperature monitoring shall be fixed at enclosure Top from inside to give max. Enclosure temp reading & shall be wired up to temp. Scanner to indicate the reading.
4.19.1.1	Location of winding RTD	At location of winding where maximum temperature is expected.
4.19.2	No of potential free trip contacts	Two
4.19.3	No of potential free Alarm contacts	Two
4.19.4	Auxiliary Supply	240 V AC, 1 phase, 50 Hz. Tapped from LV side busbar through a MCB located inside box.
4.19.5	Communication port	RS 485 port for interfacing with FRTU on Modbus protocol. Battery/Super capacitor for data transmission to SCADA in the event of Auxiliary supply fail
4.19.6	Winding Temperature Scanner terminal Box	Required
4.19.6.1	Size	As per manufacturers standard
4.19.6.2	Fixing of instrument within box	On side wall of enclosure
4.19.6.3	Fixing of terminals within the box	On C channel available with the terminals
4.19.6.4	Location	Within enclosure frame such that Marshalling Box &

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		WTI on same side & free access to all LV side doors.
4.19.6.5	Terminal Strip	Nylon 66 material, minimum 4 sq mm, screw type for control wiring and potential circuit.
4.19.6.6	Cables & Wires	PVC insulated, extruded PVC inner sheathed, armoured, extruded PVC outer sheathed 1100 V grade control cable as per latest edition of IS 1554 part 1 minimum 2.5 sq mm for signals and 4 sq mm for CT with multi strand copper conductor & PVC insulated multi strand flexible copper wires of minimum 2.5 sq mm size, 1100 V grade as per latest edition of relevant IS
4.19.6.7	Cable Glands	Nickel plated brass double compression weatherproof cable gland
4.19.6.8	Lugs on wires	Tinned copper pre insulated Pin, Ring, Fork type as applicable
4.19.6.9	Auxiliary supply in box	Tapped from main LV busbars, taken via MCB for isolation and protection of scanner, MCB to be fixed on DIN rail with clamps on two sides.
4.19.6.10	Essential provision	Wiring diagram to be fixed on the back of door along with brief details of scanner, HV side , LV side door limit switches to be wired up-to Terminal Block, Service socket to be provided with switch, fuse and link.

**5.0 Fittings and Accessories on Transformer**

5.1	Rating & Diagram Plate	Required
5.1.1	Material	Anodized Aluminium 16 SWG
5.1.2	Background	Satin silver
5.1.3	Letters, diagram & border	Black
5.1.4	Process	Etching
5.1.5	Name Plate details	<p>Following details shall be provided on rating and diagram plate as a minimum</p> <ul style="list-style-type: none"> <li>i) Type of transformer i.e cast resin with winding material</li> <li>ii) Standard to which it is manufactured</li> <li>iii) Manufacturer's name;</li> <li>iv) Transformer serial number;</li> <li>v) Month and year of manufacture.</li> <li>vi) Rated frequency in Hz.</li> <li>vii) Rated voltages in kV.</li> <li>viii) Number of phases.</li> <li>ix) Rated power in kVA.</li> <li>x) Type of cooling.</li> <li>xi) Rated currents in A.</li> <li>xii) Vector group symbol.</li> <li>xiii) 1.2/50is wave impulse voltage withstand level in kV.</li> <li>xiv) Power frequency withstand voltage in kV.</li> </ul>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<p>xv) impedance voltage at rated current and frequency in percentage at principal, minimum and maximum tap at highest temperature.</p> <p>xvi) load loss at rated current at highest temperature.</p> <p>xvii) No-load loss at rated voltage and frequency.</p> <p>xviii) auxiliary loss</p> <p>xix) Continuous ambient temperature at which ratings apply in C.</p> <p>xx) winding connection diagram with taps and table of tapping voltage, current and power</p> <p>xxi) Transport weight of transformer</p> <p>xxii) Weight of Core</p> <p>xxiii) Weight of Winding</p> <p>xxiv) Weight of core coil assembly</p> <p>xxv) Weight of enclosure and fittings</p> <p>xxvi) Total weight</p> <p>xxvii) tapping details</p> <p>xxviii) Phase CT details</p> <p>xxix) Class of insulation</p> <p>xxx) IP protection rating of the enclosure</p> <p>xxxi) Name of the purchaser</p> <p>xxxii) PO no. &amp; date</p> <p>xxxiii) Guarantee period</p> <p>xxxiv) Fire, Environment &amp; Climate Class</p>
5.2	Detachable Bi-directional flat Roller Assembly	Required
5.2.1	Roller center to center distance	Minimum 900 mm on the side of HV and LV termination Maximum 800 mm on the other side (perpendicular to HV, LV termination).
5.2.2	Essential provision	Roller dia. 150 mm min, roller to be fixed in such a way so that the lowermost part of the skid is above ground by at least 100 mm when the transformer is installed on roller.
5.3	Earthing pad on enclosure for transformer earthing complete with Stainless Steel nut, bolt, washers, spring washers etc.	Required with identification plate on outside of enclosure.
5.4	Core, frame to tank earthing	Required
5.5	Off circuit tapping links	Required. Shrouds to be provided on tap link
5.6	Tap link position plate	Required inside HV side door
5.7	Danger plate made of Anodized aluminum with white letters on red background on HV and LV side	Required
5.8	Skid with Haulage lugs	Required
5.9	Lifting lugs for complete	Required

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	transformer as well as enclosure	
5.9.1	Essential provision for lifting lugs	Lifting lugs for core coil assembly shall be provided in such a way that the weight shall not come on canopy while lifting. Lifting lugs for canopy/ enclosure shall be provided in such a way that the weight shall not come on canopy while lifting , it shall be born by supporting members.
5.10	Caution plate for tap links	Required
5.11	Ventilation louvers with stainless steel wire mesh and rain water guard	Required as per Manufacturer's design, but it is to be provided minimum required to prevent ingress of excessive dust.
5.12	Surge arrester & its grounding bushings	Required. Shrouds to be provided on surge arrester terminations
5.12.1	Essential provision	Surge arrester shall be erected vertically in such a way that the surge arrester can be removed at site without removing HV cable lug. Surge arrester shall not be used for any kind of support. Surge arrester grounding strip to be routed to the surge arrester grounding bushing near bottom of enclosure with proper support. Surge arrester grounding bushing shall be identified by identification plate on outside of enclosure. Surge arrester grounding bushing shall be supplied with all hardware to readily connect purchaser's ground lead.
5.13	LV additional neutral earthing bushing	Required, separate & outside the enclosure.
5.13.1	Essential provision	Busbar connecting the neutral to additional neutral bushing shall be properly supported and additional neutral bushing shall be identified by identification plate on outside of enclosure. Additional neutral bushing shall be supplied with all hardware to readily connect purchaser's ground lead.
5.14	Extra earthing stud for cable armour earthing	Required
5.15	Winding temperature scanner	Required
5.16	RTD in Winding and near top of enclosure.	Required
5.17	Space heater inside enclosure	Required
5.17.1	Mounting of space heater	By suitable spacers so that heater does not come in contact with panel wall directly.
5.18	Copper earthing link	Across all gasketed joints in the enclosure body.

**6.0 Approved make of components**

6.1	Core	Nippon/JFE/Posco/Thyssen Krupp
6.2	Aluminium	Hindalco, Nalco, Sterlite, Birla
6.3	Steel	Essar/SAIL/Tata
6.4	Winding Temperature	Precimeasure / Pecon

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	Indicator	
6.5	CT	Pragati/ECS/Kappa
6.6	Terminals	Elmex/Connectwell
6.7	Resin	Huntsmen
6.8	Lugs/Glands	Jainson/Dowells/Comet
6.9	Bushing/Support Insulator	Baroda Bushing/CJI/Jaipur Glass

\*Vendor shall take prior approval of BSES before using any other make than approved make.

**7.0 Quality Assurance**

7.1	Quality Assurance program	To be submitted before contract award. Program shall contain following i) The structure of the organization ii) The duties and responsibilities assigned to staff ensuring quality of work. iii) The bidder should have qualified technical & dedicated QA personnel at various stages of manufacture & testing. iv) Factory inspection of bidder may be carried out to ascertain the quality system and process in place at manufacturing facility. The same is applicable to bidders not approved with BSES. v) The system for purchasing, taking delivery and verification of materials vi) The system for ensuring quality of workmanship vii) The system for control of documentation viii) The system for the retention of records ix) The arrangements for the Supplier's internal auditing x) A list of the administration and work procedures required to achieve and verify Contract's quality requirements. These procedures shall be made readily available to the Purchaser for inspection on request
7.2	Quality Plan	To be submitted by the successful bidder for approval. Plan shall contain following as a minimum i) An outline of the proposed work and program sequence ii) The structure of the Supplier's organisation for the contract iii) The duties and responsibilities assigned to staff ensuring quality of work for the contract iv) Inspection Hold and notification points mutually agreed. v) Submission of engineering documents required

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<p>by the specification</p> <p>vi) The inspection of materials and components on receipt</p> <p>vii) Reference to the Supplier's work procedures appropriate to each activity</p> <p>viii) Inspection during fabrication/ construction</p> <p>ix) Final inspection and test</p> <p>x) Successful bidder shall include submittal of Mills invoice, Bill of lading, Mill's test certificate for grade, physical tests, dimension, specific watt loss per kG for the core material to the purchaser for verification in the quality plan suitably</p>
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**8.0 Progress Reporting**

8.1	Outline document	To be submitted for purchaser approval for outline of production, inspection, testing, inspection , packing, dispatch, documentation programme
8.2	Detailed Progress report	<p>To be submitted to Purchaser once a month containing</p> <p>i) Progress on material procurement</p> <p>ii) Progress on fabrication</p> <p>iii) Progress on assembly</p> <p>iv) Progress on internal stage inspection</p> <p>v) Reason for any delay in total programme</p> <p>vi) Details of test failures if any in manufacturing stages</p> <p>vii) Progress on final box up</p> <p>viii) Constraints/Forward path</p>

**9.0 Inspection an Testing**

9.1	Inspection and Testing during manufacture	Only type tested equipment shall be acceptable
9.1.1	Enclosure	<p>i) Check correct dimensions between wheels demonstrate turning of wheels through 90 deg and further dimensional check</p> <p>ii) Check for physical properties of materials for lifting lugs etc. All load bearing welds, including lifting lug welds shall be subjected to required load tests.</p>
9.1.2	Core	
9.1.2.1	Mother Core coil	Verification & inspection of the mother coil at port & putting stamp & seal may be inspected by BSES.
9.1.2.2	Core sample type testing	Reconciliation of mother coil by checking stamp & seal at factory before slitting. One sample of CRGO to be sealed for testing at ERDA/CPRI. Following Tests shall be conducted on the sample per P.O.

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<ul style="list-style-type: none"> <li>i) Specific core loss measurement</li> <li>ii) Magnetic polarization</li> <li>iii) Magnetic permeability</li> <li>iv) Specific core loss measurement after accelerated ageing test</li> <li>v) Surface insulation resistivity</li> <li>vi) Electrical resistivity measurement</li> <li>vii) Stacking factor</li> <li>viii) Ductility(Bend test)</li> <li>ix) Lamination thickness</li> <li>x) Magnetization characteristics (B-H curve)</li> </ul>
9.1.2.3	Core cutting	Bidder should have in house core cutting facility for proper monitoring & control on quality. In case it is done outside cutting shall be done in presence of BSES.
9.1.2.4	Core physical verification	<ul style="list-style-type: none"> <li>i) Check on the quality of varnish if used on the stampings. <ul style="list-style-type: none"> <li>a) Measurement of thickness and hardness of varnish on stampings.</li> <li>b) Solvent resistance test to check that varnish does not react in hot oil.</li> <li>c) Check over all quality of varnish by sampling to ensure uniform hipping colour, no bare spots. No ever burnt varnish layer and no bubbles on varnished surface.</li> </ul> </li> <li>ii) Check on the amount of burns.</li> <li>iii) Bow check on stampings.</li> <li>iv) Check for the overlapping of stampings. Corners of the sheet are to be apart.</li> <li>v) Visual and dimensional check during assembly stage.</li> <li>vi) Check on complete core for measurements of iron-loss and check for any hot spot by exciting the core so as to induce the designed value of flux density in the core.</li> <li>vii) Check for inter laminar insulation between core sectors before and after pressing.</li> <li>viii) Visual and dimensional checks for straightness and roundness of core, thickness of limbs and suitability of clamps.</li> <li>ix) High voltage test (2 KV for one minute) between core and clamps.</li> </ul> <p>Certification of all test results.</p>
9.1.2.5	Documents verification	<p>Following documents to be submitted during the stage inspection</p> <ul style="list-style-type: none"> <li>i) Invoice of supplier</li> <li>ii) Mills test certificates</li> <li>iii) Packing list</li> <li>iv) Bill of lading</li> </ul>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		v) Bill of entry certificates by customs
9.1.3	Insulating Materials	<ul style="list-style-type: none"> <li>i) Sample check for physical properties of materials.</li> <li>ii) Check for dielectric strength.</li> <li>iii) Visual and dimensional checks.</li> <li>iv) Check for the reaction of hot oil on insulating materials.</li> <li>v) Certification of all test results.</li> </ul>
9.1.4	Windings	<ul style="list-style-type: none"> <li>i) Sample check on winding conductor for mechanical properties and electrical conductivity.</li> <li>ii) Visual and dimensional check on conductor for scratches, dept. mark etc.</li> <li>iii) Sample check on insulating paper for PE value, Bursting strength, Electric strength.</li> <li>iv) Check for the bending of the insulating paper on conductor.</li> <li>v) Check and ensure that physical condition of all materials taken for winding is satisfactory and free of dust.</li> <li>vi) Check for absence of short circuit between parallel strands.</li> <li>vii) Check for Brazed joints wherever applicable.</li> <li>viii) Measurement of voltage ratio to be carried out when core/ yoke is completely restocked and all connections are ready.</li> <li>ix) Weight of winding</li> <li>x) Certification of all test results.</li> </ul>
9.1.4	Tests on fitting and Accessories	As per Manufacturer's Standards
9.2	Routine Tests	<p>The sequence of routine testing shall be as follows</p> <ul style="list-style-type: none"> <li>i) Visual and dimension check for completely assembled transformer</li> <li>ii) Measurements of voltage ratio</li> <li>iii) Measurements of winding resistance at principal tap and two extreme taps.</li> <li>iv) Vector Group and polarity test</li> <li>v) Measurements of insulation resistance.</li> <li>vi) Separate sources voltage withstand test.</li> <li>vii) Measurement of iron losses and exciting current at rated frequency and 90%, 100% and 110% rated voltage.</li> <li>viii) Induced voltage withstand test.</li> <li>ix) Load losses measurement.</li> <li>x) Impedance measurement of principal tap (HV and LV) of the transformer.</li> <li>xi) Induced voltage withstand test (to be repeated if type tests are conducted).</li> <li>xii) Measurement of Iron loss (to be repeated if</li> </ul>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<p>type test are conducted).</p> <p>xiii) Measurement of capacitance and Tan Delta for HV and LV bushings</p> <p>xiv) Partial discharge test</p> <p>xv) Ratio of LV CT</p> <p>xvi) Magnetic balance test</p> <p>xvii) Power frequency voltage withstand test on all auxiliary circuits</p> <p>xviii) Temperature rise test #</p> <p>xix) Certification of all test results.</p> <p>Note:</p> <p>a) #Temperature rise test may be necessary to be carried out on one unit/lot. Purchaser's engineer, will at its discretion, select transformer for temp.rise test from any lot offered for inspection at manufacturer's works and witness the same for comparison with CPRI/ERDA lab type test results</p> <p>b) BSES may appoint recognized testing authority like CPRI /ERDA lab with their instruments &amp; engineer's team and measure no load loss, load loss and percentage impedance of the transformer at supplier's works at our own cost. Bidder shall agree and give them full co-operation during their stay &amp; testing at shop floor. The losses &amp; impedance values so obtained will be considered as final.</p>
9.3	Acceptance test at NABL lab	<p>Bidder should have in-house NABL accredited testing facility.</p> <p>In case of unavailability of same, one Transformer of each rating shall be randomly selected and sealed by BSES representative for complete acceptance test as per IS 2026-Part 11 ( including temperature test) at third party NABL Lab. Tests shall be conducted once per Rate contract.</p>
9.4	Type Tests	<p>On one transformer of each rating and type at CPRI/ERDA.</p> <p>i) Impulse withstand test on all three HV limbs of the transformers for chopped wave as per standard</p> <p>ii) Temperature rise test as per IS</p> <p>Note – Purchaser may choose to carry out short circuit, impulse &amp; temperature rise test on one unit from a lot offered for inspection at CPRI/ERDA lab . Cost of such tests shall be borne by the bidder.</p>
9.5	Special Tests	<p>On one transformer of each rating and type</p> <p>i) Dynamic &amp; Thermal (3 sec) Short Circuit Test as per IS 2026 at CPRI/ERDA</p>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<ul style="list-style-type: none"> <li>ii) Measure of zero seq. impedance (Cl. 16.10 IS 2026 Part I).</li> <li>iii) Measurement of acoustic noise level (Cl. 16.12 of IS 2026 Part I).</li> <li>iv) Measurement of harmonic level on no load current.</li> <li>v) Partial discharge test.</li> <li>vi) Enclosure Ingress protection at CPRI/ERDA</li> <li>vii) High voltage withstand test shall be performed on the auxiliary equipment and wiring after complete assembly.</li> </ul> <p>Cost of such tests, if extra, shall be quoted separately by the Bidder.</p>
9.6	Notification to bidders	<p>In case bidder had conducted type &amp; special tests from CPRI/ERDA on BSES design and there is no design change in the transformer less than 10 years from the date of the bid opening, then bidder need not to conduct the type test from CPRI/ERDA lab. The bidder shall submit the under taking that there is no change in design with respect to type tested design.</p> <p>The product offered must be of type tested quality. In case the product offered is never type &amp; special tested the same (as per above clause 9.4.&amp; 9.5), is to be conducted by bidder at his own cost at CPRI/ERDA</p>
9.7	Customer Hold Point	<ul style="list-style-type: none"> <li>i) GTP &amp; Drawings approval</li> <li>ii) Core Inspection(See CI No 9.1.2) Sample to be tested at CPRI/ERDA for each lot.</li> <li>iii) Core &amp; Coil Stage inspection of each lot to be offered for final testing.</li> </ul>

**10.0 Packing, Shipping, Handling and Storage**

10.1	Packing	
10.1.1	Packing protection	Against corrosion, dampness, heavy rains, breakage and vibration
10.1.2	Packing for accessories and spares	Robust wooden non returnable packing case with all the above protection
10.1.3	Packing details	<p>On each packing case details required as follows</p> <ul style="list-style-type: none"> <li>i) Individual serial number;</li> <li>ii) Purchaser's name;</li> <li>iii) PO number (along with SAP item code, if any) &amp; PO date</li> <li>iv) Equipment tag no. (if any)</li> <li>v) Destination</li> <li>vi) Manufacturer/Supplier's name;</li> <li>vii) Address of Manufacturer/supplier/it's agent</li> <li>viii) Description and quantity</li> <li>ix) Month &amp; Year of Manufacturing</li> </ul>

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

		<ul style="list-style-type: none"> <li>x) Country of origin</li> <li>xi) Case measurements</li> <li>xii) Gross and net weights in kilograms</li> <li>xiii) All necessary slinging and stacking instructions.</li> <li>xiv) As built drawings &amp; O&amp;M manual. One copy with each transformer</li> </ul>
10.2	Shipping	<ul style="list-style-type: none"> <li>i) The bidder shall ascertain at an early date and definitely before the commencement of manufacture, any transport limitations such as weights, dimensions, road culverts, overhead lines, free access etc. from the manufacturing plant to the project site; and furnish to the Purchaser confirmation that the proposed packages can be safely transported, as normal or oversize packages, upto the plant site.</li> <li>ii) Any modifications required in the infrastructure and cost thereof in this connection shall be brought to the notice of the Purchaser</li> </ul>
10.3	Handling and Storage	Manufacturer instruction shall be followed. Detail handling & storage instruction sheet / manual needs to be furnished before commencement of supply.

**11.0 Deviations**

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, requirements of the Specification shall be met without exception.

**12.0 Drawings & Data Submission Matrix**

Drawing submission shall be as per the matrix given below. All documents/ drawing shall be provided on A3/A4 sheet in box file with separators for each section. PDF shall also be provided of all documents via USB. Deviation sheet and GTP shall be provided in excel sheet. Language of the documents shall be English only. Deficient/ improper document/ drawing submission may liable for rejection.

S.no	Documents to be submitted	With the bid	After Award	
			For Approval	Prior to dispatch
1	Copy of specification along with company seal & signature on each page.	✓	✓	
2	Guaranteed technical particulars	✓	✓	
3	Outline dimension drawing for each major component, general arrangement drawing showing component layout an general schematic diagrams.	✓	✓	

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

S.no	Documents to be submitted	With the bid	After Award	
			For Approval	Prior to dispatch
4	Type test certificates, where available, and sample routine test reports	✓	✓	
5	Detailed reference list of customers already using equipment offered during the last 5 years with particular emphasis on units of similar design and rating	✓		
6	Details of manufacturers quality assurance standard and programme and ISO 9000 series or equivalent national certification.	✓		
7	Deviations from this specification. Only deviations approved in writing before award of contract shall be accepted.	✓		
8	Recommended spare parts and consumable items for the five years of operation with prices and spare parts catalogue with price list for future requirements.	✓		
9	Transport / shipping dimension and weights, space required for handling parts for maintenance	✓		
10	Quality assurance program.	✓	✓	
11	Programme for production and testing		✓	
12	General description of the equipment and all components, including brochures		✓	
13	Detailed dimension drawing for all components, general arrangement drawing showing detailed component layout		✓	
14	Rating and Diagram Plate		✓	
15	Wiring Diagram of Marshaling box		✓	
16	CT/VT termination box		✓	
17	Foundation details		✓	
18	Core coil Assembly		✓	
19	Wiring diagram Plate for CT Box		✓	
20	Tap Link position plate		✓	
21	Label plate for phase, Neutral, surge arrester & other essential parts		✓	

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

S.no	Documents to be submitted	With the bid	After Award	
			For Approval	Prior to dispatch
22	Surge Arrester Arrangement		✓	
23	HV &LV Cable support		✓	
24	22kV Support insulator		✓	
25	3.3kV support insulator		✓	
26	CT mounting details		✓	
27	Scanner box mounting details		✓	
28	HT termination detail		✓	
29	LT termination details		✓	
30	Enclosure assembly & door arrangement		✓	
31	Louver back plate arrangement		✓	
32	Calculations to substantiate choice of electrical, structural, mechanical component size, ratings		✓	
33	Detailed loading drawing to enable the purchaser to design and construct foundations for the transformer.		✓	
34	Transport /shipping dimension with weights ,wheel base details, untanking height etc.		✓	
35	Terminal arrangements and cable box details		✓	
36	Lists of makes of all fittings and accessories		✓	
37	Statement drawing attention to all exposed points in the equipment at which contact with or in close proximity to other metals and stating clearly what protection is employed to prevent corrosion at each point		✓	
38	Complete casting process		✓	
39	Resin Data sheet		✓	
40	Detailed installation and commissioning instructions			✓
41	Inspection and test reports carried out in manufacturers works			✓
42	Test certificates of all bought out items. and catalogues			✓
43	Operation and maintenance instructions as well as trouble shooting charts.			✓

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER****Annexure A Scope of supply**

<b>Sr. No</b>	<b>Description</b>	<b>Scope of Supply</b>
1.0	Scope	Design, manufacture, assembly, testing at stages of manufacture as per this specification, final testing at manufacturer works on completely assembled transformer before dispatch, packing, transportation, delivery and submission of all documentation for the Distribution transformer with all accessories as below and Cl. 4 & 5 of this specification (Above is typical, It has to be validated on a case to case basis
1.1	Nickel Plated brass double compression glands for HV and LV, LVN cables (in case of termination by cable)	YES
1.2	Long barrel medium duty Aluminium lugs for power cables (in case of termination by cable)	YES
1.3	Nickel Plated brass double compression glands and tinned copper lugs for control cable termination in Marshalling box and CT/VT box for vendor's	YES
1.4	Cables and wires for transformer accessories, CTs etc. and internal wiring of CT	YES
1.5	Touch up paint	YES
1.6	Routine testing as per Cl. Of this specification	YES
1.7	Type testing as per Cl. of this specification	YES
1.8	Special testing as per Cl. of this specification	YES
1.9	Supervision of testing & commissioning of transformer	YES

**Annexure B Service Condition**

1.0	Delhi Atmospheric conditions	
1.2	Average grade atmosphere	Heavily polluted , dry
1.3	Maximum altitude above sea level	1000 M
1.4	Ambient Air temperature	Highest 50 deg C, Average 40 deg C
1.5	Design ambient air temperature	50 deg C
1.6	Relative Humidity	90 % Max
1.7	Seismic Zone	4
1.8	Rainfall	750 mm concentrated in four months

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER****Annexure C Guaranteed Technical Particulars (Data by Seller)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Specified / Required</b>	<b>Offered</b>
1.0	General		
1.2	Make		
1.2	Type	core type , outdoor, step down	
1.3	Full rating available for installation of the same transformer in indoor poorly ventilated condition ( YES/ NO)		
1.4	IP Class		
1.5	Fire Protection Class		
1.6	Environment Class		
2.0	Nominal Continuous Rating, KVA		
2.1	HV Winding	250/400/630/750/1000/1600/2000/2500	
2.2	LV Winding	250/400/630/750/1000/1600/2000/2500	
3.0	Rated Voltage (kV)		
3.1	HV winding	11 KV	
3.2	LV winding	415 Volts	
4.0	Rated current (Amps )		
4.1	HV winding		
4.2	LV winding		
5.0	Connections		
5.1	HV winding	Delta	
5.2	LV winding	Star with additional neutral	
5.3	Vector Group Reference	Dyn11	
6.0	Impedance at principal tap rated current and frequency at 130 deg C		
6.1	Impedance	5/5/5/5/5/6/6/6 %	
6.2	Reactance		
6.3	Resistance		
6.4	Impedance at lowest tap rated current and frequency		
6.5	Impedance at highest tap rated current and frequency, %		
7.0	Resistance of the winding at 130 deg C ,at principal tap, ohm		

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

7.1	a) HV		
7.2	b) LV		
8.0	Zero sequence impedance, ohm		
8.1	a) HV		
8.2	b) LV		
9.0	Guaranteed maximum losses principal tap full load and 130°C without any positive tolerance kW		
9.1	No load losses (max)	As per Spec Cl.	
9.2	Load Losses (max)	As per Spec Cl.	
9.3	Total stray losses @ 130 deg C		
10.0	Temperature rise over reference design ambient		
10.1	Winding by resistance 0 C		
10.2	Maximum hot spot temperature, deg. C		
11.0	Efficiency		
11.1	Efficiency at 130 degC and unity power factor %		
11.1.1	At 110% Load		
11.1.2	At 100% Load		
11.1.3	At 80% Load	Not less than 99.5 %	
11.1.4	At 60% Load		
11.1.5	At 40% Load		
11.1.6	At 20% Load		
11.2	Efficiency at 130 degC and 0.8 power factor lag %		
11.2.1	At 110% Load		
11.2.2	At 100% Load		
11.2.3	At 80% Load	Not Less than 99.5 %	
11.2.4	At 60% Load		
11.2.5	At 40% Load		
11.2.6	At 20% Load		
11.3	Maximum efficiency at 130 deg C, %		
11.4	Load and power factor at which it occurs		
12.0	Regulation , (%)		
12.1	Regulation at full load at		

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	130 deg C		
12.1.1	at unity power factor		
12.1.2	at 0.8 power factor lagging		
12.2	Regulation at 110% load at 130 deg C		
12.2.1	at unity power factor		
12.2.2	at 0.8 power factor lagging		
13.0	Details of enclosure		
13.1	Material		
13.2	Thickness of sides mm		
13.3	Thickness of bottom mm		
13.4	Thickness of cover mm		
14	Core		
14.1	Type:	Core	
14.2	Core material grade	Premium grade minimum M3 or better	
14.3	Thickness of lamination		
14.4	Insulation of lamination	With insulation coating on both sides	
14.5	Design Flux Density at rated condition at principal tap, Tesla	1.6 T	
14.5.1	Maximum flux density at 10 % over excitation /over fluxing, Tesla	1.73 Tesla maximum allowed	
14.6	Equivalent cross section area		
14.7	Guaranteed No Load current At 100% rated voltage , Amps		
14.7.1	HV		
14.7.2	LV		
14.8	Guaranteed No Load current At		
14.8.1	HV		
14.8.2	LV		
15	Type of Winding		
15.1	HV		
15.2	LV		
15.3	Conductor material	Electrolytic Aluminium	

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

15.4	Current density Amps/sqmm	Maximum allowed 1.5 A per sqmm.(max.)	
15.4.1	HV Winding		
15.4.2	LV Winding		
15.5	Gauge/area of cross section of conductor, sqmm		
15.5.1	HV		
15.5.2	LV		
15.6	Tappings provided as per Cl. 3.14.9 (YES / NO)		
15.7	Tap link Current rating , A		
16	Insulating Material		
16.1	HV Turn		
16.2	LV Turn		
16.3	LV Core		
16.4	HV - LV		
17	Insulating material thickness, mm		
17.1	HV Turn		
17.2	LV Turn		
17.3	LV to Core		
17.4	HV to LV		
18	Minimum design clearance, mm		
18.1	HV to earth in Air		
18.2	LV to earth in Air		
18.3	Between HV & LV in Air		
18.4	Top winding and yoke		
18.5	Bottom winding and yoke		
19	Bushing / Support Insulator		
19.1	Make		
19.2	Type		
19.3	Reference Standard		
19.4	Voltage class, kV		
19.4.1	HV side Bushing / Support insulator		
19.4.2	LV side line and neutral bushing / Support insulator		
19.5	Creepage factor for all bushing mm/KV		
19.6	Weight, Kg		
9.6.1	HV bushing / Support		

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

	insulator		
19.6.2	LV line and neutral bushing		
19.7	Free space required for bushing / Support insulator removal, mm		
19.7.1	HV bushing / Support		
19.7.2	LV line and neutral bushing / Support insulator		
20	Terminal connections		
20.1	HV		
20.2	LV		
20.3	Terminal Details		
20.3.1	HV side busbar size		
20.3.2	HV Termination suitable for cable size		
20.3.3	HV Termination height, mm		
20.3.4	HV side gland Plate dimension, mm x mm		
20.3.5	HV side gland Plate		
20.3.6	HV side Gland Plate Thickness, mm		
20.3.7	HV side Phase to clearance inside enclosure , mm		
20.3.8	HV side Phase to earth inside box, mm		
20.3.9	LV side busbar size		
20.3.10	LV Termination suitable for cable size		
20.3.11	LV Termination height, mm		
20.3.12	LV side gland Plate dimension, mm x mm		
20.3.13	LV side gland Plate material		
20.3.14	LV side Gland Plate Thickness, mm		
20.3.15	LV side Phase to phase clearance inside enclosure , mm		
20.3.16	LV side Phase to earth inside box, mm		

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

21	Current Transformer on LV phases		
21.1	Type		
21.2	Make		
21.3	Reference Standard		
21.4	CT Ratio		
21.5	Burden, VA		
21.6	Class of Accuracy		
22	CT terminal box size		
23	WT scanner terminal box size		
24	Alarm and Trip contact ratings of protective devices		
24.1	Rated / making/ breaking currents , Amp @ Voltage for		
24.1.1	Winding temperature		
25	Fittings and Accessories as per Cl. 5.0 provided (YES / NO)		
26	Painting as per clause 4.14 provided (Yes/No)		
27	Over all transformer dimensions		
27.1	Length, mm		
27.2	Width, mm		
27.3	Height, mm		
28	Weight data		
28.1	Core, kG		
28.2	Frame parts, kG		
28.3	Core and frame, kG		
28.4	Total Winding, kG		
28.5	Core , Frame, Winding, kG		
28.6	Enclosure, kG		
28.7	Total Transport weight of the transformer, kG		
28.8	Total weight of the transformer with all accessories		
29	Shipping Data		
29.1	Weight of heaviest package, kG		

**TECHNICAL SPECIFICATION OF DRY TYPE DISTRIBUTION TRANSFORMER**

29.2	Dimensions of the largest package (L x B x H) mm		
30	Surge Arrestor requirement		
30.1	Type		
30.2	System Voltage , kV rms		
30.3	Rated Voltage of Arrestor, kV rms		
30.4	Continuous operating voltage , kV rms		
30.5	Maximum Continuous operating voltage, kV rms		
30.6	Nominal Discharge Current, kA peak		
30.7	Energy Absorption Capability, kJ/kV		
30.8	Creepage factor		
30.9	Reference std		
31	WTI Scanner Details		
31.1	Make		
31.2	Model no.		
31.3	Manual submitted		
31.4	Modbus communication (Yes/No) port available		
32	Tests (As per Cl 9.0 of the spec)		
32.1	All in process tests confirmed (Yes/ No)		
32.2	All Type Tests confirmed (Yes / No)		
32.3	All Routine Tests confirmed (Yes/ No)		
32.4	All Special Tests confirmed (Yes/ No)		
33	Guarantee Period		