



Tender Notification for
RATE CONTRACT FOR SUPPLY OF TRANSFORMER
INSULATING OIL

NIT NO CMC/BY/11-12/RB/SV/10

Due Date for Submission: 31.01.2012, 1400HRS

BSES YAMUNA POWER LTD (BYPL)

SECTION – I: REQUEST FOR QUOTATION**1.00 Event Information**

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites sealed tenders in 2 envelopes for establishing Rate Contract from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly superscribed as – “**RATE CONTRACT FOR SUPPLY OF TRANSFORMER INSULATING OIL**” “**NIT NO CMC/BY/RB/SV/10 DUE ON 31.01.2012, 1400 HRS**”

Sl. No.	Item Description	Technical Specification	Estimated Cost (₹)	Qty. (Approximate)	Delivery at
1	RATE CONTRACT FOR SUPPLY OF TRANSFORMER INSULATING OIL	SP-EB00-01-R1	1.89 Crores	225KL	Delhi STORES

- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of **Rs1000/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi. The tender papers will be issued on all working days upto **24.01.2012, 1700 P.M.** The tender documents & detail terms and conditions can also be downloaded from the website “**www.bsesdelhi.com**”.

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

- 1.03 Offers will be received upto **31.01.2012, 1400 HRS.** at the address given below. Part A of the Bid shall be opened on **31.01.2012, 1500 HRS.** Part B of the Bid will be opened in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the due date.

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd
3rd Floor, A Block
Shaktikiran Building, Karkardooma
Delhi 110032**

- 1.04 BYPL reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents by (±) 30% at the time of placing purchase orders.

- 1.05 Tender will be summarily rejected if:

- (i) **Earnest Money Deposit (EMD)** of value ₹ 3,78,000/- is not deposited in shape of Demand Draft/Pay Order/Banker’s Cheque/BG drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (ii) The offer does not contain “FOR NEW DELHI” prices indicating break-up towards all taxes & duties.
- (iii) Complete Technical details are not enclosed.
- (iv) Tender is received after due date and time.

2.0 Qualification Criteria:-

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

- a. The bidder must be a manufacturer of Transformer Oil having valid type test reports carried out at CPRI/ERDA/any other reputed International Testing Lab not more than 5 years old.
- b. The bidder should have manufacturing capacity of minimum 40-50 KL per month
- c. The bidder should have qualified technical and QA personnel at various stages of manufacture & testing.
- d. The bidder should have supplied at least 100% of tender quantity during last 3 years
Or
01 (Single) Order of 50% of Tender quantity during last 3 financial years
Or
02 (Two) Orders of 30% of Tender quantity each in last 3 Financial years.
- e. Bidder should have Average Annual Sales Turnover of Rs 150.00 Crores or more in last 3 years
- f. The bidder must possess valid BIS License or Equivalent International License.
- g. In case of new bidders (not enlisted in BSES), Factory inspection & evaluation shall be carried out to ascertain bidder's manufacturing capabilities and quality procedures.
- h. An undertaking (self certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.

Notwithstanding anything stated above, BYPL reserves the right to assess the capability and installed capacity of the Bidder for carrying out the supplies.

3.00 Bidding and Award Process

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

3.01 BID SUBMISSION

The bidders are required to submit the bids in 2(two) parts and submitted in 1 original + 1 duplicate to the following address

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd
3rd Floor, A Block
Shaktikiran Building, Karkardooma
Delhi 110032**

PART A :: **TECHNICAL BID** comprising of following

- EMD
- Non-refundable demand draft for Rs 1000/- in case the forms are downloaded from website

- Documentary evidence in support of qualifying criteria i.e, Copies of the following for last 3 years duly certified by C.A. i) Balance sheet ii) Annual profit & loss statement iii) Annual turn over, iv) Capacity.
- Copies of following i) Orders ii) Execution/Performance Certificates, & other documents to support the QC as per Clause 2.0
 - Technical Literature/ GTP/Type test report etc
 - Qualified Manpower available
 - Testing Facilities
 - Original Tender documents duly stamped & signed on each page as token of acceptance, Power of Attorney, Bid Form
 - Acceptance to Commercial T & C viz. Delivery period, Payment terms, PBG, Warranty, Liquidated Damages etc

PART B

:: **FINANCIAL BID** comprising of

- Price strictly in the Format enclosed in SECTION V indicating Break up of basic price, taxes & duties, Freight, unloading charges etc

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Queries, if any	<ul style="list-style-type: none"> ▪ All Queries related to RFQ 	24.01.2012, 1700PM
2	PART A Technical and Commercial Bid	<ul style="list-style-type: none"> ▪ EMD of requisite amount ▪ Non-refundable DD for Rs 1000/- in case tender documents downloaded from website ▪ Documentary evidence in support of qualifying criteria ▪ Technical Literature/ GTP duly filled in/Type test report, ▪ Qualified manpower available ▪ Testing Facilities ▪ Original Tender documents duly stamped & signed on each page as token of acceptance, Power of Attorney, Bid Form ▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms etc 	31.01.2012,1400HRS
3	PART B Financial Bid	<ul style="list-style-type: none"> • Price strictly in the Format enclosed(Section V) indicating Break up regarding basic price, taxes & duties, Freight, etc 	31.01.2012,1400HRS

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 after techno-commercial evaluation and only of the qualified bidders. The date & time of same shall be intimated in due course to the qualified bidders

Notwithstanding anything stated above, the Purchaser reserves the right to assess 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.

BIDS RECEIVED AFTER DUE DATE AND TIME MAY BE LIABLE TO REJECTION

4.00 Award Decision

- 4.01 Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place purchase order/LOI solely depends on 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 The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without citing any reason.
- 4.03 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay 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.
- 4.04 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.
- 4.05 Quantity Variation: The purchaser reserves the rights to vary the quantity by (\pm) 30% of the tender quantity.
- 4.06 Bidders are requested to quote their lowest No-Regret prices since BYPL would not prefer to negotiate the price further.
- 4.07 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.

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 prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor 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 honor these confidentiality provisions will be excluded from participating in future bidding events.

7.0 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address. The same shall not be communicated through email/phone. Any corrigendum/addendum/modifications in the tender documents shall be uploaded on the website

	Technical	Commercial
Contact Person	Mr Devender Sharma Copy to : Mr Rakesh Bansal	Mr Rakesh Bansal
Address	BSES Yamuna Power Ltd , 3 rd floor, B Block, Shaktikiran Building, Karkardooma, Delhi 110032	BSES Yamuna Power Ltd, C&M Deptt. 3 rd Floor, A-Block, Shaktikiran Building, Karkardooma, Delhi 110032

However, in case, any bidder has already submitted his bid, he may submit modified bid in view of the changes/modifications/corrigendum in the tender document within the stipulated due date of submission. The modified bid envelope shall be duly marked as "**MODIFIED/AMENDED BID**" along with a declaration that all old bids as "NULL AND VOID". Other formalities shall remain same.

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

1.00 BSES Yamuna Power Ltd, hereinafter referred to as "The Purchaser" are 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 store(s)/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 own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

- 3.02 Neither 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 anyway 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 Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and 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) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section - II |
| (c) Terms & Conditions of Contract (T&C) | - Section -III |
| (d) Delivery schedule | - Section IV |
| (e) Price Format | - Section V |
| (f) EMD BG Format | - Section VI |
| (g) Bid Form | - Section VII |
| (h) Technical Specifications (TS) | - Section –VIII (08 Pages) |
- 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 will may result in the rejection of the Bid.
- 6.0 **AMENDMENT OF BIDDING DOCUMENTS**
- 6.01 At any time prior to the deadline for submission of Bids, the Purchaser may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in web site www.bsedelhi.com and the same will be binding on them.
- 6.03 In order 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 in

website "www.bsedelhi.com"

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 with the required EMD as mentioned in the Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by authorized signatory.

9.0 **BID FORM**

9.01 The Bidder shall submit one "Original" and one "Copy" of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to as specified in the 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 form :

- (a) Banker's Cheque/Demand Draft/Pay Order drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (b) Bank Guarantee valid for Sixty (60) days after due date of submission drawn in favour of BSES Yamuna Power Ltd

The EMD may be forfeited in 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 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, Transportation to site, unloading at store(s) all in accordance with the requirement of 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 execution of the supply work, breakup of price constituents, should be there.

10.03 Prices quoted by the Bidder shall be **"Variable"** and subject to price adjustment during the performance of the Contract as per the Price Variation (PV) Formulae subject to ceiling of (+) 20%. However, there will be **no ceiling on Minus (-) side.**

10.04 The initial and final date for application of PV will be as per circular of IEEMA on the 1st day of the month prior to month of due date of bid submission and on the 1st day of the month prior to month of date of material offered for inspection. The bidder shall submit supporting IEEMA Circular(s) along with his bid.

10.05 Price Variation Formula for calculating price variation:

$$P_1 = P_0 + 1.2*(TB - TB_0) + 4.8*(D - D_0)$$

Wherein,

P_1 = Ex- works (Basic) price payable in Rs. per L as adjusted in accordance with the price Variation clause as above subject to a ceiling of (+)20%.

P_0 = Original Ex- works (Basic) price incorporated in the PO (Rs per L).

TB = Prices Indices for TOBS as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of date of material offered for inspection.

TB_0 = Prices Indices for TOBS(Transformer Oil Base Stock) as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of due date of bid submission.

D = Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for Steel Drums on 1st working day of the month prior to the month of date of material offered for inspection.

D_0 = Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for Steel Drums on 1st working day of the month prior to the month of due date of bid submission.

10.06 In case the date(s) mentioned in Price Variation Formula are beyond contractual delivery schedule, the date whichever is advantageous to the purchaser will form the basis of Price Variation.



11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid for 60 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 email/post/courier.

13.0 **ALTERNATIVE BIDS**

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

14.0 **FORMAT AND SIGNING OF BID**

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" plus one copy 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 and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.**

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

15.01 Bid submission: One original & one Copy (hard copies) 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 and Copy. The envelopes should be superscribed with —"Tender Notice No. & Due date of opening".

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



16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date of submission.

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

Any Bid received by the 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

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 in 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 in order to verify the documents submitted in support of qualification criteria.

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



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

22.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-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 Bidding Documents shall be evaluated. **The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.**

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

F. AWARD OF CONTRACT

24.0 **CONTACTING THE 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**

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 award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the 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 bidder(s) in the tender provided it is required for timely execution of project. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reason(s) 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(s) whose bid have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder(s) shall be required to furnish a letter of acceptance with in 7 days of issue of the letter of intent/Notification of Award by Purchaser.

29.0 **PERFORMANCE BANK GAURANTEE**

Within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the Contract Price. The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

30.0 **CORRUPT OR FRADULENT 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 behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the



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.

- (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 Contract.

SECTION – III: TERMS AND CONDITIONS

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 shall 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 for 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 & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05** "Letter of Acceptance" shall mean the official notice issued by the Purchaser notifying the Supplier that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Acceptance" issued by the Purchaser shall be binding on the "Supplier" The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.
- 2.06** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

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

4.0 Scope Of Supply -General

- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

4.03 Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

4.04 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

5.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.

5.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.

5.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements 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 Packing, Packing List & Marking

6.01 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.

6.02 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.

7.01 Price basis for supply of materials

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each items. FIRM prices for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of Excise Duty, Sales Tax/VAT, Freight, any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actual.**
- b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi store(s)/site.
- c) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser
- d) Purchaser shall issue Form 'C' wherever applicable and accordingly bidder to consider applicable taxes in the quoted price.

8.0 Terms of payment and billing

- 8.01** For Supply of Equipments:
100% payment shall be made within 45 days from the date of receipt of material at store/site
- 8.02** Bidder to submit the following documents against dispatch of each consignment:
 - i. Consignee copy of LR
 - ii. Supplier detailed invoice showing commodity description, quantity, unit price, total price and basis of delivery.
 - iii. Original certificate issued by BYPL confirming receipt of material at site and acceptance of the same.
 - iv. Dispatch clearance & inspection report issued by the inspection authority
 - v. Packing List.
 - vi. Test Reports
 - vii. Guarantee Certificate.

9.0 Price Validity

- 9.01** All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 60 days from the due date of submission. For awarded suppliers, the prices shall remain valid and firm till contract completion.

10.0 Performance Guarantee

- 10.01** To be submitted within fifteen (15) days from the date of issuance of the Letter of Award/PO, supplier shall establish a performance bond in favor of BYPL in an amount not less than ten percent (10%) of the total price of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of 24 months from the date of Commissioning or 30 months from the date of last dispatch whichever is earlier plus 3 months claim period.

- 10.02** 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.

11.0 Forfeiture

- 11.01** 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.

11.02 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.

12.0 Release

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 10.0) except for the case set forth in Clause 21.0.

13.0 Warranty/Defects Liability Period

13.01 The bidder to guarantee the materials/items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier. If during the defects liability period any materials/items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

14.0 Return, Replacement or Substitution.

BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid.

15.0 Effective Date of Commencement of Contract:

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

16.0 Time – The Essence Of Contract

16.01 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.

17.0 The Laws and Jurisdiction of Contract:

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

17.02 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.

18.0 Events of Default

18.01 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.

19.0 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.

20.0 Penalty for Delay

20.01 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 or part thereof for individual mile stone deliveries.

20.02 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

20.03 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.

21.0 Statutory variation in Taxes and Duties

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. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER .

22.0 Force Majeure

22.01 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.

22.02 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, provided that the ports at Mumbai are declared as a war zone.
- (iii) Dangers of navigation, perils of the sea.

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

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



- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

22.04 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.

22.05 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.

22.06 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.

22.07 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.

22.08 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.

22.09 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."

23.0 Transfer and Sub-Letting

23.01 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.



24.0 Recoveries

24.01 When ever 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.

25.0 Waiver

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

26.0 Indemnification

26.01 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.

SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

Sl. No.	Item Description	Specification	Total Qty.	Required Delivery Schedule	Destination
1	Supply of Transformer Oil	SP-EB00-01-R1	225 KL	Within 01-02 Months from the PO at BYPL Stores	BYPL Delhi Stores

NOTE: a) The delivery shall be as per the requirement and as per the written instructions issued by C&M deptt., BYPL.

b) The quantity shown is indicative only for RC purpose and can vary. PO(s) will be released as per the actual requirement. However, supplier has to deliver the material within the delivery schedule provided.

SECTION – V: PRICE FORMAT

ITEM DESCRIPTION	QTY (A)	UOM	UNIT EX-WORKS RATE /LITRE (c)	<u>UNIT ED with cess as applicable (d)</u>	<u>UNIT CST AGAINST C FORM /VAT as applicable (e)</u>	UNIT FREIGHT (INCLUDING UNLOADING AT STORE) (f)	OTHER CHARGES/ TAXES ETC, IF ANY (g)	UNIT LANDED COST (Sum=c+d+e+f+g) (B) (₹)	TOTAL LANDED COST (₹) (A x B)
Supply of Transformer Oil	2,25,000	L							



SECTION VI

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 its 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 of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we under take to deliver the entire goods 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 an amount of 10% (Ten)percent of the total contract value 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 60 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 there of, 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..... 20

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

SECTION VII

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

KNOW ALL PEOPLE by these presents that WE [name of bank] at [*Branch Name and address*],having our registered office at [*address of the registered office of the bank*](herein after called the "Bank"),are bound unto BSES Yamuna Power Ltd., with it's Corporate Office at 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 Sixty (60) 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

COMMERCIAL TERMS AND CONDITIONS

SI No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	60 days from the due date of submission	
2	Price basis	a) Variable, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. b) Unloading at stores shall be in vendor's scope. c) Transit insurance in BYPL scope.	
3	Payment terms	100% payment within 45 days after receipt of material at store(s)	
4	Delivery schedule	As per Section IV	
5	Defect Liability period	12 months after commissioning or 18 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value of undelivered units	
7	Performance Bank Guarantee	10% of total PO value valid for 24 months after commissioning or 30 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	

CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	TECHNICAL BID	YES/NO
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
7	FINANCIAL BID (IN SEALED ENVELOPE)	YES/NO
8	EMD IN PRESCRIBED FORMAT	YES/NO
9	DEMAND DRAFT OF RS 1000/- DRAWN IN FAVOUR OF IN CASE THE FORMS ARE DOWNLOADED FROM WEBSITE	BSES YAMUNA POWER LTD
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO

**Technical specification for
New insulating oil**

Specification no – SP-EBOO-01-R1

Prepared by	Checked by	Approved by		Rev	Date
MK	RA	KR	DG	R1	7 th Mar '09
<i>CRS</i> 7/3/9	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	R1	07 Mar 09

Revision Record

(Revision shown in italic with symbol ®)

Revision No.	Revision Date	Item / clause no:	Page No.	Nature of Change	Remark	Approved by
R1	07 March 09	6.2.2	6	Included new clause for quantity of oil to be supplied as 209 liters per DRUM	As per feedback from Mumbai Discom	KR / DG
R1	07 March 09	GTP 21.2	8	Included new clause for quantity of oil to be supplied as 209 liters per DRUM	As per feedback from Mumbai Discom	KR / DG

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Technical Specification for New insulating oil

1.0 Scope of supply

Design, Manufacture, Testing at manufacturers works before dispatch, Packing, Delivery of material and submission of documents to purchaser

2.0 Codes & standards

The equipment shall conform to this specification and latest revision of following codes with all amendments –

	Standard no	Title
2.1	IS 335	New insulating oils
2.2	IS 1783	Drums for oils

3.0 Service condition

The insulating oil shall be suitable for following conditions –

3.1	Supply system equipment	3 phase transformers & capacitors
3.2	Supply system voltage & frequency	220kv / 33kv / 11kv / 0.415kv, at 50 Hz
3.3	Location	Outdoor equipment
3.4	Pollution	High corrosive dust
3.5	Humidity	90% maximum
3.6	Ambient temperature	Average 35 ⁰ C, Maximum 45 ⁰ C

4.0 New insulating oil

The insulating oil shall have following features –

4.1	Appearance	Clear, transparent and free from suspended matter or sediments
4.2	Density at 29.5 ⁰ C Max.	0.89 g/cm ³
4.3	Kinematics viscosity Max.	16 cSt at 27 ⁰ C 11 cSt at 40 ⁰ C
4.4	Interfacial tension at 27 ⁰ C, min	0.04 N/m
4.5	Flash point Pensky-Marten (Closed), Min.	140 ⁰ C
4.6	Pour Point, Max	- 15 ⁰ C
4.6	Neutralization value	
	i) Total acidity, Max.	0.03 mg KOH/g
	ii) Inorganic acidity/ Alkalinity	Nil
4.7	Corrosive sulfur	Non-corrosive
4.8	Electric strength breakdown voltage	Average value of six samples
	i) New unfiltered oil. Min.	30 kV (rms) min.
	ii) After filtration Min.	60 kV (rms)
4.9	Dielectric dissipation factor (tan δ)	0.002 at 90 ⁰ C, Max.

		0.0005 at 27 °C, Max
4.10	Specific resistance (resistivity)	
	i) At 90°C, Min	150 X 10 ¹² ohm-cm
	ii) At 27°C, Min	3000 X 10 ¹² ohm-cm
4.11	Oxidation stability	
	i) Neutralization value after oxidation, Max.	0.15 mg KOH/g
	ii) Total sludge, after oxidation, Max.	0.03 % by weight
	iii) Max Tan delta at 70 °C	0.1
4.12	Ageing characteristics after accelerated ageing	(open breaker method with copper catalyst)
	i) Specific resistance (resistivity)	
	a) At 27°C Min.	27 X 10 ¹² ohm-cm
	b) At 90°C Min	2 X 10 ¹² ohm-cm
	ii) Dielectric dissipation factor (tan δ) at 90°C Max	0.1
	iii) Total acidity, Max	0.05 mg KOH/g
	iv) Total sludge, Max	0.05 % by weight
4.13	Presence of oxidation inhibitor	no antioxidant additives
4.14	Water content, Max	40 ppm
4.15	Max PCA (Poly cyclic aromatics) content	3%
4.16	PCB (Poly chlorinated biphenyl) content	Not detectable

5.0 Testing & inspection

The new insulating oil shall meet following features –

The testing of oil for the specified characteristics shall be done in presence of REL representative & test certificate shall be submitted to REL before dispatch		
5.1	Type test as per IS-335	Only type tested insulating oil shall be accepted
5.2	Type Tests reports as per IS-335	To be submitted by vendor
Test reports from NABL accredited laboratory only acceptable		
5.3	Type test report validity	valid for last 5 years
5.4	Inspection test witness by purchaser	One sample selected from lot to be tested at NABL accredited laboratory
		Sample shall be collected and delivered to the laboratory by REL's representative
		No processing or filtration shall be carried out in the laboratory on the sample to be tested
5.5	Acceptance & routine test methods	As per relevant IS on each lot
5.6	Inspection by Purchaser	On 15 days advance notice

6.0 Packing & delivery

The insulating oil packing & delivery shall have following features –

6.1	Packing protection	Against leakage, vibration & corrosion
6.2.1	Supply of oil	In (non-returnable) air tight & sealed clean M.S. drum / HDPE barrels of 210 liters As per IS 1783, alternatively in tankers wherever instructed specifically
6.2.2	Quantity of oil in DRUM ®	209 liters ®
6.3	Marking on drum	a) Manufacturer's name
		b) Oil type & Quantity in liter
		c) PO number
		d) Identification code to track back date and lot of manufacture
6.4	Handling instruction	To be marked on packing drum
6.5	Painting of Oil Drum	Inside coating resistant to insulating oil. Outer side coating with primer and finishing paint, or hot dip galvanized according to IS: 4759: 1984 for protection against atmospheric corrosion.
6.6	Drum Sealing	To avoid ingress of moisture

7.0 Documentation & deviation

7.1	Deviations to specification to be submitted in writing by Vendor. Bidder to submit copy of specification & GTP along with company seal & signature on each page.	
7.2	Technical bid submission to include	
7.2.1		Duly filled GTP
7.2.2		Valid type test report
7.2.3		Sample of oil in sealed glass bottle
7.2.4		Reference list of clients

Annexure A - Guaranteed Technical Particulars

Bidder to submit hard copy duly filled & signed along with techno commercial offer.
Bidder to submit separate GTP for each type of insulating oil –

Sr No	Item description	Specification requirement	Data by Vendor
1	Manufacturer	Name	
1.1		Address	
1.2		Contact person	
1.3		Contact telephone no	
2	Appearance of oil	Clear, transparent and free from suspended matter or sediments	Yes / No
3	Density at 29.5 ⁰ C Max.	0.89 g/cm ³	
4	Kinematics viscosity Max.	16 cSt at 27 ⁰ C 11 cSt at 40 ⁰ C	
5	Interfacial tension at 27 ⁰ C	0.04 N/m min	
6	Flash point Pensky-Marten (Closed), Min.	140 ⁰ C	
7	Pour Point, Max	- 15 ⁰ C	
8	Neutralization value		
	i) Total acidity, Max.	0.03 mg KOH/g	
	ii) Inorganic acidity/ Alkalinity	Nil	
9	Corrosive sulfur	Non-corrosive	
10	Electric strength breakdown voltage	Average value of six samples	
	i) New unfiltered oil. Min.	30 kV (rms) min.	
	ii) After filtration Min.	60 kV (rms)	
11	Dielectric dissipation factor (tan δ).	0.002 at 90 ⁰ C, Max 0.0005 at 27 ⁰ C, Max	
12	Specific resistance	(resistivity)	
	i) At 90 ⁰ C, Min	150 X 10 ¹² ohm-cm	
	ii) At 27 ⁰ C, Min	3000 X 10 ¹² ohm-cm	
13	Oxidation stability		
	i) Neutralization value after oxidation, Max.	0.15 mg KOH/g	
	ii) Total sludge, after oxidation, Max.	0.03 % by weight	
	iii) Max Tan delta	0.1 at 70 ⁰ C	
14	Ageing characteristics after accelerated ageing	(open breaker method with copper catalyst)	
	i) Specific resistance		

Sr No	Item description	Specification requirement	Data by Vendor
	(resistivity)		
	a) At 27°C Min.	27 X 10 ¹² ohm-cm	
	b) At 90°C Min	2 X 10 ¹² ohm-cm	
	ii) Dielectric dissipation factor (tan δ)	0.10 at 90°C Max	
	iii) Total acidity, Max	0.05 mg KOH/g	
	iv) Total sludge, Max	0.05 % by weight	
15	Presence of oxidation inhibitor	no antioxidant additives	
16	Water content, Max	40 ppm	
17	List of clients	To be enclosed	
18	PCA content	3% max	
19	PCB content	Not detectable	
20	Packing & delivery as per specification		YES / NO
21.1	Size of oil drum	210 liter minimum	
21.2	Quantity of oil to be supplied in DRUM ®	209 liters ®	
22	Copy of Type test report	Submitted along with GTP?	YES / NO
23	Deviation sheet	Submitted along with GTP?	YES / NO

Name, Address & contact details of Vendor - _____

Vendor contact person & signature - _____