

Volume - I

Tender Notification for

**RATE CONTRACT FOR SUPPLY OF
BUSBAR CHAMBER**

NIT: CMC/BY/19-20/RB/VKS/31

Date : 24.06.2019

Due Date for Submission of Bids :16.07.2019

BSES YAMUNA POWER LTD (BYPL)

SECTION - I

REQUEST FOR QUOTATION

2019-20

Tender Notification : CMC/BY/19-20/RB/VKS/31

**Event : RATE CONTRACT FOR SUPPLY OF
BUSBAR CHAMBER**

Date : 24.06.2019

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SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

1.01 BYPL invites Sealed tenders for supply of Bus Bar Chamber from reputed manufacturers.

The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as — **“Rate Contract for Supply of Bus Bar Chamber AS PER SPECIFICATION TENDER NOTICE CMC/BY/19-20/RB/VKS/31. DUE FOR SUBMISSION ON DT:24.06.2019.**

S.no	Material Description	Specification	Requirement	Estimated	EMD
	BYPL		Total Qty	Cost	Cost
1	Bus Bar Chamber 1 phase 4 way	Section V	150 Nos	₹ 51.68 Lakhs	₹ 1.04 Lakhs
2	Bus Bar Chamber 3 phase 4 way & 8 way		3933 nos		

Note : Quantity may vary to any extent of +/- 30% of above mentioned total quantity.

1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of **₹ 1180 per set-** drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 24.06.2019 onwards on all working days upto 16.07.2019. The tender documents can also be downloaded from the website **“www.bsedelhi.com”**. However, it is advisable to inform BYPL about your interest in tender.

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 as stated above in a separate envelope with suitable superscription — **“Cost of Bid Documents:Tender Notice Ref:CMC/BY/19-20/RB/VKS/31.** This envelope should accompany the Bid Documents.

1.03 Offers will be received at 2:30 PM **on dt.16.07.2019** as indicated earlier will be opened on the same day at the address given below on **16.07.2019 at 3:00 PM** in the presence of authorized representatives of the bidders.. The schedule of specifications with detail terms & conditions are enclosed. 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 THE DEPARTMENT,
3rd FLOOR, 'A' BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES YAMUNA POWER LTD,
SHAKTI KIRAN BUILDING,
KARKARDOOM, NEW DELHI**

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 at the time of placing purchase orders. Tender will be summarily rejected if:

(i). Earnest Money Deposit (EMD) @ 2% (TWO percent) of the Tender value i.e **₹ 1,04,000 /-** is not deposited in shape of Bank Guarantee executed on favour of BSES YAMUNA POWER LIMITED.

- (ii). The offer does not contain "FOR, NEW DELHI price indicating break-up towards all taxes & duties".
- (iii). Complete Technical details are not enclosed.
- (iv). Sample is not submitted along with the offer.
- (v). Tender is received after due time due to any reason.
- (VI) Submission of EMD is applicable for SSI/MSME

2.0 **Qualification Criteria:-**

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

1. The bidder must be a manufacturer of distribution Bus Bar/Meter Boxes.
2. The bidder must possess valid ISO 9001:2000 certification.
3. The Bidder should have average turnover of ₹ 3 Crore in last three financial years.
4. Purchaser at his own discretion may consider to award trail order of small quantity to those bidders who have proven design and meet our requirement.
5. Bidder should have supplied at least 5000 nos of Bus Bar Boxes in last three years and should have experience of supplying to Electricity Utility / Undertaking/Private Distribution in India/Through Turnkey Contractors. In this support copies of purchase order should be enclosed.
6. Bidders already qualified against previous tenders for similar item need not submit the document in support of qualification criteria, however GTP, Drawings and samples shall be submitted.
7. The manufacturer should have following facility to meet both quality and quantity requirement of supplies.
 - Various CAD/CAM facilities to design the product.
 - Moulding facilities including automatic injection moulding machines or should have exclusive tie up.
 - Test facilities to test distribution bus bars as per IS:14772 & IS:8623-I.
 - Bidder should have valid type test report from CPRI/ERDA/CEPAT/NABL Accredited Lab for the material supplied.

The manufacturer should send the compliance of above mentioned parameters in technical offer and has to give an undertaking about No Objection to verify his manufacturing facility as a part of Tender process.

3.00 **Bidding and Award Process**

3.01 The Bidders are requested to submit the bids in 2(Two) parts and submission in 1 original + 1 duplicate to the following address.

**HEAD OF THE DEPARTMENT,
3rd FLOOR, 'A' BLOCK,
CONTRACTS & MATERIALS DEPARTMENT,
BSES YAMUNA POWER LTD,
SHAKTI KIRAN BUILDING,
KARKARDOOM, NEW DELHI**

PART A : Technical Bid comprising of following

- EMD
- Non-refundable demand draft for ₹ 1180 /- in case the forms are downloaded from website.
- Documentary evidence in support of qualifying criteria i.e. Audited Balance sheet of last 3 years, CA Certificate of turnover for last 3 year, Performance Certificate & other documents to support the QC as per clause 2.0

- Technical literature/GTP/type test report etc.
- Qualified Manpower available
- Testing Facilities
- Original Tender documents duly stamped& signed on each page as token of acceptance.
- Power-of-Attorney for signing the bid.
- Acceptance to Commercial T & C viz Delivery period, Payments terms, PBG, Warranty, Liquidated Damages etc.
- **Two Sample of each Bus Bar Chamber (01 Sample for 1 Phase & for 3 Phase of any way) with routine test report as per bidder offer.**

PART B : Financial Bid comprising of

- Price strictly in the format enclosed in Section V indicating break up of basic price, taxes & duties, freight etc.

3.2 Time schedule

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

S. No.	Steps	Due date
1	Last Date of Sale of Bid Documents	16.07.2019, 2:30 PM
2	Late Date of Queries, If any	16.07.2019, 2:30 PM
3	Last Date of Receipt of Bid Documents	16.07.2019, 2:30 PM
4	Date & Time of Opening of PART A- Technical and Commercial Bid	16.07.2019, 3:00 PM
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BYPL office, the last date of submission will be following working day at the same time.

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) PriceBid.

Both these parts should be furnished in separate sealed covers superscribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and Tender Fees and **Part-II "Financial bid"** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

Bidders are requested to submit the techno-commercial bid in one Original plus one copy in duplicate and soft copy in pendrive except price bid.

The Part – I Eligibility and Technical Bid should not contain any cost information whatsoever.

In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II" Financial Bid" will be returned unopened.

The Part – II Financial: This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified

bidders. Prices strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc.

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

Reverse Auction Clause: Purchaser reserves the right to use the online reverse auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse auction. 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.

4.00 Award Decision

4.01 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 any reason.

4.02 Splitting of tendered quantity in two or more bidders:

BSES reserves the right to split the tender quantity among techno-commercially qualified bidders on account of delivery requirement in tender, quantity under procurement etc.

Splitting of tender quantity amongst more than one bidder shall be governed by below mentioned guidelines:

- a) For the purpose of splitting, the offers of all the bidders whose "Post Reverse Auction prices" are within price consideration zone of 10% above "Post reverse auction L-1 rate" shall be considered eligible.
- b) The tender quantity shall be split in following ratio:
 - (i) In case where no bidder falls within price consideration zone of 10% above post RA L-1 rate or more none of the eligible bidders accept the post RA L-1 rate, 100% quantity shall be ordered on post RA L-1 bidder.
 - (ii) If the quantity is to be split among 2 bidders, it will be done in the ratio of 60:40 on L1 price.
 - (iii) If the quantity is to be split among 3 bidders, it will be done in the ratio of 50:30:20 on L1 price.
 - (iv) Any deviation in regards to above will have deviation approval from management.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BYPL reserves the right to award other suppliers who are found fit.

RATE CONTRACT: The rate contract shall have 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. Purchaser shall release purchase orders as per requirement and stock.

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. Bidders who violate the marketplace rules or engage 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.

6.00 Supplier Confidentiality

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

All NIT/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

All communication as regards this NIT/RFQ shall be made (i) in English, (ii) in writing and (iii) sent by mail, facsimile to

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

Note:- Those who are downloading tender notice from website. It is advisable to inform BYPL Technical, so as they can be contacted in case of any amendment in tender or for prebid conference.

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

TENDER NOTIFICATION FOR

RATE CONTRACT FOR SUPPLY OF BUSBAR CHAMBER

NIT:- CMC/BY/19-20/RB/VKS/31

Dated : 24.06.2019

A. GENERAL

1.00 BSES YAMUNA POWER LIMITED, hereinafter referred to as the Purchaser "are desirous of implementing the various System Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement Busbar Chambers as 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 enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser's stores.

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 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 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).

4.0 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. **Further the Purchaser has a right to get Sample of bus bar tested by any reputed Independent Lab (approved by BYPL) at the cost of bidder.**

B. BIDDING DOCUMENTS

5.0 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:

Volume -I

- Request for Quotation (RFQ) - Section – I
- Instructions to Bidders (ITB) - Section – II
- General conditions of Contract - Section –III
- Quantity and delivery requirement - Section –IV
- Technical Specifications (TS) - Section –V

Volume - II

- Bid Form - Annexure -I
- Bank Gurantee Format - Annexure -II
- Price Schedule - Annexure –III
- Commercial Terms & Conditions – Annexure-IV
- No Deviation Sheet- Annexure- V
- Qualification Criterion- Annexure- VI
- Reverse Auction Event - Annexure –VII
- SELF DECLARATION FORM - Annexure –VIII

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 writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them .

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the 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 Clause 9.0, 10.0, 11.0 and Technical Specification ;

- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) **Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.**

9.0 **BID FORM**

9.01 The Bidder shall complete an "Original" and another one "Copy" of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets.

9.02 **EMD**

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD amounting to 2% of the total bid value (FOR Destination) i.e ₹ **1,04,000/-**. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD shall be denominated in the currency of the bid, and shall be in the following form :

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's EMD will be discharged upon furnishing the performance security. The EMD may be forfeited :

- (a) if the Bidder:
- i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form ; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the Contract, or
 - (ii) to furnish the required performance security.

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, 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.

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

quotation will be treated as non -responsive and rejected.

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 120 days post bid date.

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 by Fax/e-mail.

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 of Clause 22.03 & 22.04 regarding the rejection of Bids, 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 or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

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

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 & EMD". The Financial bid shall be inside another sealed envelope with superscription "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 submission, Tender opening date.**"

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Telex/Telegram /Fax will not be accepted. No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.

15.04 The Bidder, along with the bid documents has to **submit samples along with detailed GTP & Drawings.** The sample should clearly indicate (i) Name of the bidder (ii) Tender No., (iii) Group &

Item Sr.No.etc. The samples shall not be returned back to the bidder.

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 specified not **later than 2:30 PM on 16.07.2019.**

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 9.0, 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

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. 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 rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the 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.

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 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) Supply Schedule

(b) 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 From the time of Bid submission to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

- 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 other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

27.0 THE 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 issue of the letter of intent /Notification of Award by Purchaser.

29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Five percent) of the Contract Price (ex-work value) in accordance with the format provided in Vol –II, Annexure –II of the bidding documents. The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty six months (66) from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

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 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 forward 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 General Conditions of Contract.

SECTION – III
(GENERAL CONDITION OF CONTRACT)
TENDER NOTIFICATION FOR
RATE CONTRACT FOR SUPPLY OF BUSBAR CHAMBER
NIT: CMC/BY/19-20/RB/VKS/31

Dated : 24.06.2019

GENERAL TERMS AND CONDITION

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" and " " 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" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance".

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 supplyg, 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.

3.02 Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these RFQ shall prevail.

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 NIT/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 be dispatched only after issue of MDCC (Material Dispatch Clearance Certificate) document by the Purchaser.
- 5.05** All testing and inspection shall be done with out any extra cost.
- 5.06** Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. 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 bidders representative.
- 5.07** Bidder has to sign quality agreement before supply of the material.

6.0 Packing, Packing List & Marking

- 6.01 Packing:** Supplier shall pack or shall cause to be packed all Commodities in boxes and containers and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL 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 and the extreme outside dimensions (length, width and eight) of each container or box. One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

7.01 Prices basis for supply of materials

Bidder to quote their prices on Landed Cost Basis and separate price for each items. For Supply to BYPL Delhi the price shall be inclusive of packing, forwarding, GST and Freight. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

The above supply prices shall also **include unloading** at site stores.

Transit and storage insurance will be arranged by BYPL, however bidder to furnish required details in advance for arranging the same by BYPL.

While making offer; we request you to indicate in detail the cost break-up of each item i.e. Material Cost / Conversion Cost & Overheads along with Profit margins. This will help us in deciding the offers with shortest possible time & will become price basis for future.

8.0 Variation in taxes, duties & levies:

- 8.01** 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, incase of reduction in GST, the benefits of the same shall be passed on to BUYER.
- 8.02** 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.
- 8.03** Notwithstanding what is 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.

8.04 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

9.0 Taxes & Duties on raw materials & bought out components:

9.01 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.

9.02 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.

10.0 Terms of payment and billing

10.01 For Supply of Equipments:

- 100% payment shall be made within 30 days from the date of receipt of material at store/ site against submission of 10 % performance bank guarantee. (Refer 10.01)

10.02 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 in original issued by the inspection authority
- v. Packing List.
- vi. Test Reports
- vii. Guarantee Certificate.

11.0 Price Validity

11.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion.

12.0 Performance Guarantee

12.01 Supplier shall establish a performance bond in favor of BSES YAMUNA POWER LIMITED in an amount not less than Ten percent (10%) of the total price (ex-work value) of the Contract (the "Performance Bond"). The Performance Bond shall be valid for a period of Sixty months (60) from the date of the commissioning or Sixty six months (66) from the date of receipt of material (last consignment) at site/stores which ever is earlier plus 3 months towards claim period. It shall be in accordance with one of the following terms:

- (a) Depositing pay order /demand draft of the relevant amount directly with BYPL at the address listed above or as otherwise specified by BYPL, either of which shall constitute the Performance Bond hereunder; or
- (b) Bank guarantee from any nationalized bank in favour of BSES YAMUNA POWER LIMITED. The performance Bank guarantee shall be in the format as specified by BYPL.

13.0 Forfeiture

13.01 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 ICICI Bank at Mumbai, or to the relevant company/ correspondent bank referred to above, as the case may be, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.

13.02 Each Performance Bond 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.

14.0 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.

15.0 Defects Liability Period

15.01 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 60 months from the date of commissioning or 66 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.

16.0 Return, Replacement or Substitution.

Purchaser shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. Purchaser 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.

17.0 Effective Date of Commencement of Contract:

17.01 The date of the issue of the Letter of Acceptance shall be treated as the effective date of the commencement of Contract.

18.0 Time – The Essence Of Contract

18.01 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 .

19.0 The Laws and Jurisdiction of Contract:

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

19.02 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 Mumbai in India

20.0 Events of Default

20.01 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.

21.0 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.

22.0 Penalty for Delay

22.01 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 contract price (ex-work value) for every week delay or part thereof for individual mile stone deliveries.

22.02 The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price (ex-work value)

22.03 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.

23.0 Force Majeure

23.01 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.

23.02 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.

23.03 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.

23.04 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.

- 23.05** 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.
- 23.06** 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.
- 23.07** 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.
- 23.08** 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.
- 23.09** 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."
- 24.0 Transfer And Sub-Letting**
- 24.01** 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.
- 25.0 Recoveries**
- 25.01** 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.
- 26.0 Waiver**
- 26.01** Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.
- 27.0 Indemnification**
- 27.01** 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

S.no	Material Description	Specification	Requirement		
			Total Qty	Delivery Schedule	Location
	BYPL				
1	Bus Bar Chamber 1 phase 4 way	Section V	150 nos	1. Submission of GTP/Drawing within 7-10 days from the date of LOI/ Purchase order. 2. Commencement of 500 Nos each per month within 30 days from the date of clearance of GTP/ Drawing from BYPL.	Stores BYPL Delhi
2	Bus Bar Chamber 3 phase 4 way & 8 way		3933 nos		

SECTION – V
TECHNICAL SPECIFICATION (TS)

RATE CONTRACT FOR SUPPLY OF BUSBAR CHAMBER

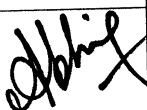
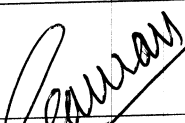
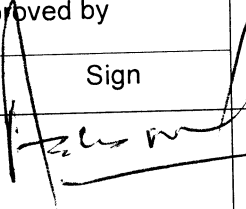
NIT: CMC/BY/19-20/RB/VKS/31

Dated: 24.06.2019

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

Technical Specification
For
1PH & 3PH LT Busbar Chamber

Specification No. – SP-LTBC-55-R2

Prepared by		Reviewed by		Approved by		Rev	Date
Name	Sign	Name	Sign	Name	Sign		
Abhishek Vashistha		Gaurav Sharma		Ashwani Agarwal		R2	19.03.19

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

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TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER**1.0. SCOPE**

This specification covers design, engineering, manufacturing, testing, packing, transportation and supply of tamper proof single phase and Three Phase bus bar chambers:

2.0. STANDARDS & CODES

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

S No.	STANDARD	TITLE OF THE STANDARD
2.1	Latest Edition	Indian Electricity Rules 1956
2.2	Latest Edition	Indian Electricity Act 1910
2.3	IS 14772	General requirements for enclosures for accessories for household and similar fixed electrical Installations
2.4	IS 8623	Specification for Low Voltage Switchgear & Control gear assemblies
2.5	IS 4249	Classification and methods of tests for non ignitable and self extinguishing properties of solid electrical insulating material
2.6	IS 5082	Wrought aluminium & Al alloy plates and sheets for electrical applications
2.7	IS 5133 (2)	Boxes made of insulating material for enclosure of electrical enclosures
2.8	IS 11731	Methods of test for determination of flammability of solid electrical insulating materials when exposed to an igniting source
2.9	IS 12063	Classification of degrees of protection provided by enclosures of electrical equipment
2.10	IS 1401	Protection of persons and equipment by enclosure
2.11	IS 11000	Fire hazard testing
2.12	IS 13411	Glass reinforced polyester dough moulding compounds
2.13	IS 13410	Glass reinforced polyester sheet Moulding compounds (SMC) - Specification

3.0. SERVICE CONDITIONS

Outdoor busbar chambers to be supplied against this specification shall be suitable for satisfactory operation under the following conditions-

3.1	Average grade atmosphere	Heavily polluted, Dry
3.2	Maximum altitude above sea level	1000M
3.3	Relative Humidity	100%
3.4	Ambient air temperature	Highest 50 Deg C Average 40 Deg C

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

		Minimum 0 Deg C
3.5	Operating temperature	0 Deg C - 50 Deg C
3.6	Rainfall	750mm concentrated in four months

4.0. MATERIAL & CONSTRUCTIONAL FEATURES

S No.	Parameters	Technical Requirements	Offered by Vendor
4.1	Chamber Construction	Wall mounted box for outdoor application.	
4.1.1	Cover & Base Material	SMC with grade S ₃ S having Improved chemical, thermal, electrical, mechanical, low shrink and flame retardant properties as per IS 13410	
4.1.2	Window provision in chamber cover	SMC Base cover fitted with non-open able transparent polycarbonate window	
4.2	Ingress Protection class for enclosure	IP-54 as per IS 12063	
4.3	Box Dimensions	Approximate dimensions are given below.	
4.3.1	Single Phase	Length - 220mm Breadth - 270mm Depth - 130mm Cover Thickness - 2mm (minimum) Base Thickness – 3 mm (minimum)	
4.3.2	Three Phase	Length - 375mm Breadth - 270mm Depth - 130mm Cover Thickness - 2mm (minimum) Base Thickness – 3 mm (minimum)	
4.4	Cable Entry	Bottom only	
4.5	Gland Plate	Non detachable type GI gland plate with 2.0mm thickness (minimum) along with required no. of knockouts.	
4.6	Door		
4.6.1	Type	Top opening, non-removable type	
4.6.2	Hinge	2 No's Concealed type	
4.6.3	Locking Facility	1 no. door knob for locking. Knob shall be operated by uniquely shaped tool	
4.6.4	Sealing arrangement	2 No's steel U- Latch suitable for wire seal	
4.7	Bus bar		
4.7.1	Type	Phase & Neutral both insulated	
4.7.2	Material	Aluminium grade 19501 H2/H4 as per IS 5082	

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

4.7.3	Make of Al used	HINDALCO/BALCO/NALCO/VEDANTA	
4.7.4	Material of Insulation	Fire resistant, 1100V, V0 grade	
4.7.5	Bus bar arrangement	Single Phase - Horizontal with R phase bus bar at top & Neutral at bottom Three Phase – R Y & B Bus Bar horizontally in one Line & Neutral busbar at bottom with appropriate elevation for proper cable termination.	
4.7.6	Size of Busbar		
A	Single Phase	20X20mm cross-sectional area of Al bus bar (excluding insulation thickness)	
B	Three Phase	25X25mm cross-sectional area of Al bus bar (excluding insulation thickness)	
4.7.7	Configuration	No. And size of holes for cable terminations are as follows	
A	Single Phase	In both Phase & Neutral Bus Bars Incoming- 1 No's of 8 mm dia Outgoing- 4 No's of 8 mm dia	
B	Three Phase	In each Phase Bus Bars Incoming- 1 No's of 14 mm dia Outgoing - 4 No's of 10 mm dia Neutral Bus Bar Incoming- 1 No's of 14 mm dia Outgoing- 10 No's of 10 mm	
C	Termination alignment	Incoming hole shall be in centre of bus bar for equal current distribution	
4.8	Bus bar supports		
4.8.1	Insulator (if required)	1100V, V0 grade. Mounted using unidirectional headless screw.	
4.8.2	Mounting arrangement	The bus bars shall be mounted on metallic strips. Thickness of strips should be 3mm (minimum). It shall be designed to withstand the weight of the cables terminated on the busbar.	
4.9	I/C Cable size	XLPE armoured cable	
4.9.1	Single Phase Box	25 sqmm	
4.9.2	Three Phase Box	95 sqmm	
4.10	O/G Cable size	XLPE armoured cable	
4.10.1	Single Phase Box	25sqmm & 10sqmm	
4.10.2	Three Phase Box	50sqmm, 25sqmm & 10sqmm	

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

4.11	Conductor tightening arrangement for Insulated busbars	2 no's M8 size hardened MS grub screw with allen key operated hexagonal deep head for each connection.	
4.12	Insulated allen key operating tool	1 no. fully insulated allen operating customized tool shall be supplied with every 10 no's of busbar chambers	
4.13	Gasket	Neoprene gasket of suitable thickness	
4.14	Stopper	Box opening shall be upward. Stopper shall be required to hold the door during operation	
4.15	Wall Mounting Hardware	4 no's M8 wall mounting fasteners shall be provided with each bus bar box	
4.16	Hardware	-	
4.17.1	External Hardware	Hot Dip Galvanized	
4.17.2	Internal Hardware	Cadmium Plated	
4.18	For Consumer Earthing	Earthing bolts of M6 size equal to no. Of outgoing shall be provided for each box	
4.19	Cable Entry Arrangement		
4.19.1	Single Phase	Cable Incoming hole -1 No's suitable for 2Cx25 sq mm cable (25 mm) Cable outgoing hole -4 No's suitable for 2Cx25 sq mm cable (25 mm)	
4.19.2	Three Phase	Cable Incoming hole -1 no's suitable for 4Cx95 sq mm cable (45 mm) Cable Outgoing hole - 4 no's suitable for 4Cx25 sq mm cable (30 mm) & 6 No's suitable for 2Cx25 sq mm cable (25 mm)	
4.19.3	Knockout Punch	Knockout punches shall be provided for all outgoing cable holes in metal gland plate.	
4.20	Total weight of the box with accessories	To be specified for each type of box	
4.21	Danger Plate, BSES Insignia, customer care number & Name Plate	Embossed/Screen Printed	

5.0. MARKING DETAILS

S No.	Required Marking		Offered
5.1	Name Plate	To be screen printed/embossed on front door of busbar chamber. Following details shall be provided on name plate:-	
5.1.1		Purchaser Name & Logo	
5.1.2		Type of Box	
5.1.3		PO No. with Date	
5.1.4		Serial No.	

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

5.1.5		Month & Year of Manufacturing	
5.1.6		Name & Logo of Manufacturer	
5.1.7		Customer care number	
5.2	Danger Plate	Danger Plate in English & Hindi as per IS to be screen printed on the door of box	
5.3	Marking for Earth Stud	Letter 'E' with earth symbol to be screen printed in green colour near earthing stud.	

6.0. INSPECTION & TESTING

S No.	Parameters	Technical Requirements	Offered by Vendor
6.1	Type test	<p>Busbar chamber shall be type tested as per relevant IS/IEC. Type test reports shall not be older than 5 years. Type test conducted either from CPRI/ERDA or NABL accredited lab will be treated as valid.</p> <p>Type test reports shall be submitted along with the technical bid. If valid type test reports are not available with the bidder, then they shall arrange to carry out all the type tests as per relevant IS on randomly selected sample from our lot from CPRI/ERDA without any price implication.</p> <p>First time supplier needs to carry out the type test in event of order without any commercial implication.</p>	
6.1.1	SMC Box Enclosure	Type Test as per IS 13410 with latest amendments	
6.1.2	Type tests on Aluminium		
A	Chemical Composition test	IS 5082	
6.1.3	Type tests on Bus Bar Insulation		
A	High Voltage test		
B	Verification of dielectric properties at 5KV	IS 8623	
6.2	Routine test	Raw material certificates and Routine test certificates in accordance with relevant IS, shall be submitted during the inspection of lot.	

TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER

6.3	Acceptance tests	<p>The sampling & following acceptance tests in accordance with relevant IS shall be conducted during the inspection of lot at manufacturer's works:-</p> <ul style="list-style-type: none"> i) Visual Inspection of whole lot. ii) Dimensional Verification. iii) HV & IR test iv) Ingress Protection IP-54 v) Temperature rise test at rated current. 	
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7.0. SHIPPING, HANDLING & SITE SUPPORT

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

8.0. DEVIATIONS

8.1	Deviation	<p>Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause/GTP/Drawing and a description of the alternative offer. In absence of such a statement, it will be assumed that the bidder complies fully with this specification.</p>
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TECHNICAL SPECIFICATION FOR 1PH & 3PH LT BUSBAR CHAMBER**9.0. DOCUMENT SUBMISSION**

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

9.1	Completely filled GTP as per clause 4.0, 5.0 & 6.0 of this specification
9.2	Detailed reference list of customers using the offered product during the last 3 years with similar design and rating
9.3	GA / cross sectional drawing of busbar box showing all the views / sections / parts
9.4	Manufacturer's quality assurance plan and certification for quality standards
9.5	List of deviations shall be stated in writing with the tender by reference to the Specification clause / GTP/ Drawing. In absence of such a statement, requirements of the Specification shall be assumed to be met without exception by the vendor.

FORMATS

TENDER NOTIFICATION FOR

RATE CONTRACT FOR SUPPLY OF BUSBAR CHAMBER

NIT: CMC/BY/19-20/RB/VKS/31

DATED : 24.06.2019

Annexure -I

BID FORM

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

1. We understand that BYPL is desirous of carrying out In its license distribution network area in Delhi.
2. Having examined the Bidding Documents for the above named works, we the Undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for a period of 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. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest, or any bid you may receive.
8. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

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

BID SUBMISSION FORM (Annexure-1)

Offer No.:

Date:

To,

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

Dear Sir,

In response to your Tender No. CMC/BY/19-20/RB/VKS/31 for Supply of Bus Bar Chamber for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.

1. Bidder Name :
2. Website Address :
3. Email Address :
4. Address for Communication :
.....
.....

5. Telephone Number :
6. Fax/Telefax Number :
7. Authorized Person - Name :.....
 - a. Designation:.....
 - b. Mobile No. :
 - c. Email-ID :

8. Alternate Person - Name :.....
(For E_Bidding)
 - a. Designation:.....
 - b. Mobile No. :
 - c. Email-ID :

9. PAN Number :
10. TIN Number :
11. Service Tax Regn. No. :
12. ECC Number :

13. Particulars of EMD

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

14. Particulars of Tender Fee

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

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

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

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

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

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

- i)
- ii)
- iii)

DECLARATION

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

Place:
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

Annexure -II

FORMAT FOR BID SECURITY BANK GUARANTEE

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

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

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

Sealed with the Common Seal of the said Bank this_____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

Annexure –III**PRICE FORMAT****Tender No: CMC/BY/19-20/RB/VKS/31****Dated: 10.02.2017**

S.NO	ITEM DESCRIPTION	QUANTITY	QTY OFFERED BY THE BIDDER	UOM	EX-WORKS PRICE/PC	FRIGHT	GST %	GST AMOUNT	UNIT LANDED RATE /PC	TOTAL LANDED COST IN (INR)
1	Bus Bar Chamber 1 phase 4 way	150		Nos						
2	Bus Bar Chamber 3 phase 4 way and 8 Way	3933		Nos						

Name :

Tel/Mobile No:.....

Email ID:.....

Date:
with Seal

Signature

Place :.....

Note:

- A. Rate contract to be valid for 01 year from the placement of contract.
- B. The delivery shall be as per the requirement and as per the written instruction issued by C&M dept, BYPL.
- C. 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.
- D. BYPL reserves the right to split the quantity to any extent.
- E. While making offer; we request you to indicate in detail the cost break-up of each item i.e. Material Cost / Conversion Cost & Overheads along with Profit margins. This will help us in deciding the offers with shortest possible time & will become price basis for future.

Annexure-IV

COMMERCIAL TERMS AND CONDITIONS

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	120 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores. b) Unloading at stores shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	100% payment shall be made within 30 days from the date of receipt of material at store/ site against submission of 10 % performance bank guarantee	
4	Delivery schedule	As per our requirement (Section –IV)	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value (ex-work value) of undelivered units	
7	Performance Bank Guarantee	10% of total PO value (ex-work value) valid for 60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier plus 3 months towards claim period	
8	Reverse Auction	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions 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.	

Annexure-V

NIT NO & DATE : DT:

NO DEVIATION SHEET

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

QUALIFICATION CRITERIA

Annexure - VI

Sno	Qualification Criteria	Description by bidder with qualifying the fulfilment	Documentary Evidence attached page no. detail
1	The bidder must be a manufacturer of distribution Bus Bar/Meter Boxes.		
2	The bidder must possess valid ISO 9001:2000 certification for distribution bus bar.		
3	The Bidder should have average turnover of Rs. 3 Crore in last three financial years.		
4	Purchaser at his own discretion may consider awarding trail order of small quantity to those bidders who have proven design and meet our requirement.		
5	Bidder should have supplied at least 5000 nos of Bus Bar Chambers in last three years and should have experience of supplying to Electricity Utility / Undertaking/Private Distribution in India. In this support copies of purchase order should be enclosed.		
6	Bidders already qualified against previous tenders for similar item need not submit the document in support of qualification criteria, however GTP, Drawings and samples shall be submitted.		
7	The manufacturer should have following facility to meet both quality and quantity requirement of supplies. <ul style="list-style-type: none"> • Various CAD/CAM facilities to design the product. • Moulding facilities including automatic injection moulding machines or should have exclusive tie up. • Test facilities to test distribution bus bars as per IS:14772 & IS:8623-I. • Bidder should have valid type test report from CPRI/ERDA/CEPAT for the material supplied. 		

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

Annexure -VII

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions 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 supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
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 glitch, 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 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 bidding 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 at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.
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-data 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

ANNEXURE -VIII

SELF-DECLARATION FORM

Tender No: CMC/BY/19-20/RB/VKS/31

Dated: 24.06.2019

Sir,

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

Yours faithfully

Place:

Date:

Signature of the bidder with seal

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

CHECK LIST

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