

Volume - I

Tender Notification for

**SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER SWITCH
BOX IN BYPL**

NIT: CMC/BY/19-20/RB/VKS/025

Date: 23.05.2019

Due Date for Submission of Bid: 13.06.2019

BSES YAMUNA POWER LTD (BYPL)

SECTION - I

REQUEST FOR QUOTATION 2019-20

Tender Notification: CMC/BY/19-20/RB/VKS/025

**EVENT: SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER
SWITCH BOX IN BYPL**

Date: 23.05.2019

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SECTION – I: REQUEST FOR QUOTATION**1.0 Event Information**

1.1 BYPL invites Sealed tenders for supply of 1 Ph Street light Controller Switch Box 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 — **“BID FOR SINGLE PH STREET LIGHT CONTROLLER SWITCH BOX IN BYPL TENDER NOTICE CMC/BY/19-20/RB/VKS/025 DUE FOR SUBMISSION ON DT:13.06.2019.**

Sl. No.	Item Description	Specification	Requirement Total Qty.	EMD Cost	Estimated Cost
1	Supply of Single phase Street light Controller Switch Box in BYPL	SECTION V	100 Nos	₹ 0.86 Laces	₹ 43:00 Laces
2	Supply of Three phase Street light Controller Switch Box in BYPL		300 Nos		

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

- 1.2** The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft/Pay Order of ₹ 1180/- drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi. The sale of tender documents will be issued from 23.05.2019 onwards on all working days upto 13.06.2019. The tender documents can also be downloaded from the website **“www.bsesdelhi.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/025. This envelope should accompany the Bid Documents.

- 1.3** Offers will be received at 02:30 PM **on dated 13.06.2019** as indicated earlier will be opened on the same day at the address given below on **13.06.2019 at 03:00 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**

- 1.4** 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) of value ₹ 86,000 /- is not deposited in shape of Bank Guarantee in favour of BSES YAMUNA POWER LTD, payable at Delhi or Bank Guarantee executed on favour of BSES YAMUNA POWER LTD.
 - (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.

2.0 Qualification Criteria:-

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding
NIT: CMC/BY/19-20/RB/VKS/025

SEAL & SIGNATURE OF THE BIDDER

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.
2. The bidder shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their Principals abroad with whom they may be having collaboration such accreditation should be at least of one year preferably last year as on date of tender. Authority letter from manufacturer shall be attached along with bid.
3. Relevant documents (Joint Venture) in support of the above must be furnished along with undertaking of the manufacturers. If these documents are not furnished along with the tenders the offer will be rejected summarily.
4. The bidder must possess valid ISO 9001:2008 certification and valid BIS License.
5. Firms who are debarred/ blacklisted in other utilities in India will not be considered.
6. The Bidder should have group turnover of Rs. 1.00 Cr in any one of the last three financial years. Bidder should submit report on financial standing such as profit and loss statement, balance sheets for the last three years, bankers certificates etc.
7. Purchaser at his own discretion may consider awarding trial order of small quantity to those bidders who have proven design and meet our requirement.
8. In case of new bidders (not enlisted in BSES), Factory inspection & evaluation may be carried out to ascertain bidder's manufacturing capabilities and quality procedures.

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.

3.0 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, and Liquidated Damages etc.
- Sample (01) of Single Phase & Three phase Street light Controller switch box with optical cord should be submitted in BYPL Meter Testing Lab 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, GST, freight etc.

3.2 Time schedule

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

S. No.	Steps	Activity description	Due date
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S. No.	Steps	Activity description	Due date
1	Technical Queries	<ul style="list-style-type: none"> All Queries related to RFQ 	On or before Pre-bid meeting
2	Technical Offer	<ul style="list-style-type: none"> It include clause by clause commentary, GTP, Type test report from NABL Lab(Not more than 2 year old), BIS report, Quality assurance plan, Deviation from the specs, component deviation, undertaking of software protocol, List of Plant and machinery, list of anti theft testing equipment available at work. Receipt of tender sample submission. Compliance of Qualification criteria (cl. 2.0) and Documentary evidence in support of qualifying criterion as per format attached in Annexure V. Acceptance of delivery, commercial terms and conditions. Deviation from the General Conditions of the contract/commercial terms and conditions. Original Tender documents duly stamped and signed on each page as token of acceptance. 	13.06.2019, 02:30 PM
3	Commercial Officer	<ul style="list-style-type: none"> Prices for subject item. No separate price for additional feature. Break up regarding basic price and taxes as per format enclosed vide Annexure III. Delivery commitment 	13.06.2019, 02:30 PM
4	Samples (1nos.)	<ul style="list-style-type: none"> Sample with street light controller routine report as per bidder offer. Samples will be submitted at BYPL Laboratory, at Savita vihar New Delhi on or before the due date 	13.06.2019, 02:30 PM
5	Performance guarantee quality system report	<ul style="list-style-type: none"> As per RFQ 	Only for successful bidders.
6	Opening of technical bid	<ul style="list-style-type: none"> As per RFQ 	13.06.2019, 03:00 PM

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) Price Bid.

Both these parts should be furnished in separate sealed covers super scribing 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 and soft copy and one copy in duplicate.

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.

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.

6.00 Supplier Confidentiality

All information contained in this 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 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 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 pre-bid conference.

SECTION – II
INSTRUCTION TO BIDDERS (ITB)

**SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER SWITCH
BOX IN BYPL**

NIT: CMC/BY/19-20/RB/VKS/025

Dated: 23.05.2019

A. GENERAL

- 1.0** BYPL hereinafter referred to as the Purchaser. The Purchaser has now floated this tender for Supply of single & three Phase Street light Controller Switch Box in BYPL notified earlier in this bid document.

2.0 SCOPE OF WORK

The scope shall include Design, Manufacture, Testing of Street light Controller at works conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight up to Purchaser's stores.

3.0 DISCLAIMER

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

B. BIDDING DOCUMENTS

5.0 BIDDING DOCUMENTS

- 5.1 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

- | | |
|--|-----------------|
| A. Request for Quotation (RFQ) | - Section – I |
| B. Instructions to Bidders (ITB) | - Section – II |
| C. General conditions of Contract (GCC) | - Section – III |
| D. Quantity and delivery requirement (QDR) | - Section – IV |
| E. Technical Specifications (TS) | - Section –V |

Volume - II

- | | |
|---|-----------------|
| A. Bid Form | - Annexure -I |
| B. Bidder Details Form | - Annexure –II |
| C. Reverse Auction Event | - Annexure –III |
| D. Format For Bid Security Bank Guarantee | - Annexure –IV |
| E. Price Format | - Annexure -V |
| F. Commercial terms and Conditions | - Annexure-VI |

- | | |
|---------------------------|-----------------|
| G. No Deviation Sheet | - Annexure-VII |
| H. Qualification criteria | - Annexure-VIII |
| I. Self declaration form | - Annexure-IX |

- 5.2 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

- 6.1 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.
- 6.2 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.
- 6.3 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

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

9.2 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. ₹ 86,000/- .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

- (b) Bank Guarantee in favour of BSES YAMUNA POWER LTD, payable at Delhi.

Unsuccessful bidders' EMD will be discharged or returned as promptly as possible as 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 Contractor

(ii) To furnish the required performance security.

10.0 **BID PRICES**

- 10.1 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.

- 10.2 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.

- 12.2 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**

- 14.1 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.

- 14.2 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.

- 14.3 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

- 15.1 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.
- 15.2 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.**
- 15.3 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.
- 15.4 The Bidder, along with the bid documents has to **submit one sample along with Drawings.** The sample should clearly indicate (i) Name of the bidder (ii) Tender No.,(iii) Group & Item Sr. No. etc. Sample will be submitted at BYPL Laboratory, at Savita Vihar New Delhi on or before the due date of tender submission. **Bidders are required to submit the receipt of sample submission along with the technical bid.** The samples shall not be returned back to the bidder. Sample submission is not applicable for existing vendor and for vendor who has supplied Street light Controller in the past 6 months (unless supplier wants to change it)

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.1 The original Bid, together with the required copies, must be received by the Purchaser at the address specified not **later than 02:30 PM on 13.06.2019.**
- 16.2 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

22.1 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.

22.2 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.

22.3 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.

22.4 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

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

23.2 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.

23.3 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.

23.4 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

- 24.1 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.
- 24.2 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 toward 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.

26.1 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 5% (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

- 30.1 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.
- 30.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION – III
(GENERAL CONDITION OF CONTRACT)

**SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER SWITCH
BOX IN BYPL**

NIT: CMC/BY/19-20/RB/VKS/025

Dated: 23.05.2019

GENERAL TERMS AND CONDITION

1.0 General Instructions

- 1.1** All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2** 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.
- 1.3** 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.
- 1.4** 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.
- 1.5** 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

- 2.1** "Purchaser" shall mean BYPL, on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.2** "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.
- 2.3** "Supply" and "shall mean the Scope of Contract as described.
- 2.4** "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, and Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.5** "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.
- 2.6** "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.7** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.8** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.9** "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 supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.1 Contract Documents & Priority

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

3.2 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

4.1 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.

4.2 Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.

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

4.4 All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

5.1 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.

5.2 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.

5.3 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.

5.4 On completion of manufacturing the items can be dispatched only after issue of MDCC document by the Purchaser.

- 5.5 All testing and inspection shall be done without any extra cost.
- 5.6 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 bidder's representative.
- 5.07 Bidder has to sign quality agreement before supply of the material.

6.0 Packing, Packing List & Marking

- 6.1 **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.
- 6.2 **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 height) 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.

7.1 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 actual.

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.

8.0 Variation in taxes, duties & levies:

- 8.1 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 8.2 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 8.3 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.

- 8.4** 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:**
- 9.1** 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.
- 9.2** 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**
- 10.1** 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 5 % performance bank guarantee. (Refer 10.01)
- 10.2** 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.
 - viii. Insurance policy to be obtained by supplier
- 11.1 Price Validity**
- 11.2** 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**
- 12.1** Supplier shall establish a performance bond in favor of BYPL in an amount not less than Five percent (5%) 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 whichever 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 LTD. The performance Bank guarantee shall be in the format as specified by BYPL.
- 13.0 Forfeiture**
- 13.1** 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.

- 13.2** 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

- 15.1** 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:

- 17.1** 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

- 18.1** 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 no later than the aforesaid Schedule and date of completion of supply.

19.0 The Laws and Jurisdiction of Contract:

- 19.1** The laws applicable to this Contract shall be the Laws in force in India.
- 19.2** 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

- 20.1** 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

- 22.1** 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.
- 22.2** 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)
- 22.3** 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

23.1 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.

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

(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.

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

i) Immediately notify the other party in writing of the force majeure events within 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.

23.4 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.

23.5 Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this 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.

- 23.6** 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.
- 23.7** 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.
- 23.8** 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.
- 23.9** 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 an event of Force Majeure."
- 24.0 Transfer And Sub-Letting**
- 24.1** 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**
- 25.1** Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.
- 26.0 Waiver**
- 26.1** 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**
- 27.1** 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. N.	Item Description	Specification	Requirement		Location
			Total Qty.	Delivery Schedule	
1	Supply of Single phase Street light Controller Switch Box in BYPL	Section V	100 Nos	Within 2 Months from the Date of Ordering/LOI	Delhi BYPL Stores
2	Supply of Three phase Street light Controller Switch Box in BYPL		300 Nos		

SECTION – V
(TECHNICAL SPECIFICATIONS)

**SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER
SWITCH BOX IN BYPL**


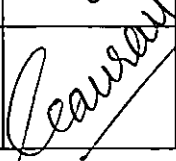
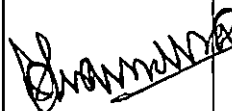
NIT: CMC/BY/19-20/RB/VKS/025

Dated: 23.05.2019

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	
8	Samples as per technical specification.	Required	
Note: Submission of Technical bid check list along with all items mentioned in the check list is mandatory. Order of documents shall be strictly as per the technical bid check list. Bids with incomplete/ wrong information are liable for rejection.			

**Technical Specification
For
Programmable Street Light Controller (PSLC)**

Specification No. – SP-PSLC-56-R0

Prepared by		Reviewed by		Approved by		Rev	Date
Name	Sign	Name	Sign	Name	Sign		
Rishabh Lohiya		Gaurav Sharma		Devender Sharma		R0	12.06.15

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Record of Revision

Clause No.	Change in Specification	Approved by	Rev

Technical Specification for Microprocessor based Programmable Street Light Controller**1.0 SCOPE OF SUPPLY**

- 1.1. This specification covers design, engineering, documentation, manufacture, assembly, inspection at manufacturer's works, packing, delivery, erection, testing at site & commissioning of microprocessor based Programmable Street light Controller (PSLC).
- 1.2. Programmable Street light Controller (PSLC) shall be complete with all components and accessories, which are necessary or usual for their efficient performance and trouble free operation under the various operating and atmospheric conditions.
- 1.3. Such parts that may have not been specifically included, but otherwise form part of the Microprocessor based Programmable Street light switch as per standard trade and/or professional practice and/or are necessary for its proper operation, will be deemed to be also included in this specification. The successful bidder shall not be eligible for any extra charges for such accessories etc. notwithstanding the fact that at the time of an initial offer bidder had segregated such items and quoted for them separately.

2.0 STANDARDS & CODES

Materials, equipment and method used in the manufacturing of meter 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 5	Colour of ready mix paints
2.4	IS 101	Methods of Sampling and Test for paints, varnishes & related products
2.5	IS 277	Specification for galvanized steel sheets (plain or corrugated)
2.6	IS 1401	Protection of Persons and Equipment by Enclosure
2.7	IS 8623-1	Specification for Low Voltage Switchgear & Control gear assemblies
2.8	IS 8828	Electrical accessories, Circuit breaker for over current protection
2.9	IS 10118	Code of practice for selection, installation and maintenance of switchgear and control gear
2.10	IS 12063	Classification of degrees of protection provided by enclosures of electrical equipment
2.11	IS 13779	AC Static Watt-hour Meters, Class 1 and 2 - Specification
2.12	IS 13947	General requirement for switchgear and control gear for voltages not exceeding 1000V AC and 1200V DC
2.13	IS 14772	Enclosures for Electrical Installations
2.14	CBIP325	Static Energy Meter – Specifications and Testing
2.15	IEC 60050	International Electro Technical Vocabulary
2.16	IEC 60736	Testing Equipment for Electrical Energy Meters

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2.17	IEC 61000	Electromagnetic Compatibility
2.18	IEC 62052	Electricity Metering Equipment General Requirement, Tests & Test Conditions
2.19	IEC 62053	Electricity Metering Equipment Particular Requirements
2.20	IEC 62058	Electricity Metering Equipment - Acceptance Testing

3.0 SERVICE 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 Minimum 0 Deg C
3.5	Operating temperature	0 Deg C - 60 Deg C
3.6	Rainfall	750mm concentrated in four months

4.0 DISTRIBUTION SYSTEM DATA

4.1	Supply	3 Phase, 4 wire
4.2	Voltage	415 V \pm 10%
4.3	Frequency	50 Hz \pm 5%
4.4	System Neutral	Solidly Earthed

5.0 CONSTRUCTIONAL REQUIREMENTS

S No.	Parameters	Technical Requirements
5.1	Enclosure	PSLC unit along with all protective and auxiliary equipment shall be mounted in an enclosure.
5.1.1	Dimensions	Shall be adequate for easy operation and maintenance of the PSLC.
5.1.2	Material	Enclosure shall be fabricated from Pre-galvanized sheet metal with minimum thickness of 2.5mm or FRP.
5.1.3	Fabrication	In case of metal enclosure fabrication should be done through riveting, welding not permissible.
5.1.4	Ingress Protection	Enclosure shall comply with IP-54 Protection class. IP Protection should be achieved while maintaining the temperature rise of PSLC within the design limits.
5.1.5	Finishing	Natural finish for pre-galvanized sheet and Siemens Grey for FRP.
5.1.6	Doors	The door hinges shall not be exposed outside and all hinges shall be of heavy duty and shall be non-removable type.

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5.1.7	Gaskets	Neoprene gaskets shall be provided such that there is no gap in the door arrangement.
5.1.8	Canopy	The canopy shall be sloped on to the front side and canopy shall be extended at least 25mm. on all three sides. Angle of canopy shall be between 8 to 10 Degrees. Canopy shall be continuously welded.
5.1.9	Cable termination configuration for Single Phase PSLC	<ul style="list-style-type: none">a. Incomer – 1 nos. suitable for termination of 1.1kV grade 2C x 25Sqmm armoured cable.b. Outgoing - 1 no. suitable for termination of 1.1kV grade 2C x 25sqmm armoured cable.
5.1.10	Cable termination configuration for Three Phase PSLC	<ul style="list-style-type: none">a. Incomer – 1 nos. suitable for termination of 1.1kV grade 4C x 25Sqmm armoured cable.b. 1 Phase Outgoing - 3 nos. suitable for termination of 1.1kV grade 2C x 25sqmm armoured cable.
5.1.11	Cable entry	Bottom
5.1.12	Cable clamping	Knockout suitable for Double compression glands of appropriate size to be provided for both incoming and outgoing connections. Supply of cable gland shall not be in scope of bidder.
5.1.13	Terminal Blocks	<ul style="list-style-type: none">a. Stud type nut driver operated terminals suitable for 35sqmm stranded cable shall be provided for all incomer and outgoing cable terminations. All terminal blocks shall be DIN Rail mounted.b. Phase barriers shall be provided.
5.1.14	Gland plate	The gland plate shall be 3mm thick. Gland plate shall be of non - removable type from outside. All bolts shall be from inside. Knockouts shall be provided on the gland plate for Incoming & Outgoing cables
5.1.15	Internal wiring	<p>All internal wiring connections shall be done with 1.1kV grade, 25 sqmm. copper flexible FRLS wire duly supported and tied with heavy duty tie wraps. Wiring should be provided as per scheme requirement. Major wiring includes</p> <ul style="list-style-type: none">a. Incomer terminals to MCCB and MCCB to PSLC.b. PSLC to outgoing terminals. Two single phase outgoing to be wired to each phase.c. Shorting links of appropriate rating should be used for shorting of terminals as per scheme requirement.
5.1.16	Control wiring	To be provided as per requirement.
5.1.17	Temperature Rise	Temperature rise inside enclosure should not exceed the operating range of PSLC and other auxiliary equipment.
5.1.18	Earthing	2 Nos. M8 earthing terminals shall be provided with suitable marking on both sides.
5.1.19	SLD	It should be screen printed at inner side of the front door.
5.1.20	Padlocking Arrangement	Shall be provided on the main door. 02 Nos allen bolts shall also be provided for closing the door in unlocked state.

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5.1.21	Installation Arrangement	<ul style="list-style-type: none">a. 02 Nos clamps shall be provided for each enclosure for mounting on Steel Tubular Pole / PCC Pole. Slots of appropriate size should be provided on clamps and rear side of enclosure to enable mounting on poles of different sizes. Dimension of Clamps shall be calculated as per the existing design of pole and mounting height.b. All mounting Nuts / bolts shall be hot dip galvanized. Bolts for mounting clamps shall be M16x65mm. All flat and spring washers shall be electroplated.c. Appropriate arrangement should be provided on the rear of enclosure for clamping.
5.2	PSLC	Microprocessor based
5.2.1	Body	Opaque, UV stabilized polycarbonate of grade LEXAN 142A/ 943AA or Equivalent with V0 inflammability level
5.2.2	Mounting	Surface / Flush mounted
5.2.3	Terminal Block	<ul style="list-style-type: none">a. Material - Flame retardant glass filled polycarbonate of grade 500 R or equivalent.b. Terminal block shall be capable of passing the tests as per ISO-75 for a temperature of 135C and pressure of 1.8MPa. The terminals shall be designed so as to ensure adequate and durable contact such that there is no risk of loosening or undue heating.
5.2.4	Terminals	<ul style="list-style-type: none">a. Material of terminals, screws and washers should be brass or tinned copper. Two screws of appropriate size should be provided per terminal.b. Terminals shall be tested for continuous current of 150 % I_{max}.c. Terminals shall be clearly marked for phase / neutral / incoming / outgoing.
5.2.5	Auxiliary Supply	The auxiliary supply to the PSLC Unit shall be derived from the existing Power Supply (either Single Phase 240 V AC / 3- Phase 415 V AC). Phase Selector Switch facility shall be available for providing Power Supply to the PSLC Unit from any one phase in the event of supply failure on the existing phase. Operating power consumption of PSLC unit shall not be more than 5Watts.
5.2.6	Surge Protection	One MOV (Metal oxide varistor) shall be provided for each phase for protection against voltage surges.
5.2.7	Disconnection Relays/Switches	PSLC shall have 3 nos internal disconnection relay/switch (one per phase) programmable to switch the street light as per setting. Relay rating should be as follows <ul style="list-style-type: none">a. Rated Switching Voltage - 400VACb. Rated switching current - 100Ac. Rated switching power – 25kVAd. Mechanical endurance – 10000 operationse. Other parameters shall be in accordance with relevant IEC.

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5.2.8	Metering module	For recording energy consumption
5.2.9	RTC	The PSLC should have inbuilt real time clock with battery backup sufficient for minimum two years life. It shall display the time on LCD display and should maintain the timing accuracy of +/- 1Sec over the entire range of environmental operating condition.
5.2.10	Memory	Non volatile memory independent of battery backup to store complete meter data. Data should be retained in the memory up to 10 year without any auxiliary power.
5.2.11	Battery	Lithium ion battery with guaranteed shelf life of 10 years and capacity life of 15 years.
5.2.12	Communication Ports	For local and remote communication
5.2.13	Self Diagnostic	Self diagnostic feature should be provided for the following <ul style="list-style-type: none"> a. RTC b. Battery c. Non volatile memory d. Display e. Switch failure
5.3	MCCB/MCB	MCCB for three phase controller and MCB for single phase controller.

6.0 PROGRAMMING AND CONTROL FEATURES OF PSLC

S No.	Parameters	Technical Requirements
6.1	Factory Setting	Programmed for switching of street lights in accordance with astronomical calendar for Delhi.
6.2	Setting Change Option	Programmable at site if required.
6.3	Local Setting	Setting should be possible through keypad provided on PSLC
6.4	Hand Held Unit Setting (HHU)	It should be possible to program the PSLC through a pre-programmed HHU. HHU along with the software shall be supplied by the bidder. At least 1 No. Hand Held Terminal Unit shall be supplied for each lot of 50 Nos. Programmable Control Unit
6.5	Automatic Control	As per settings of the PSLC
6.6	Remote Control	Through communication port provided on PSLC
6.7	Manual Control	Should be possible through keypad provided on PSLC. Manual override facility should be provided over automatic control.
6.8	Event Based Control	Switching of load should be possible in event of abnormal system conditions like overvoltage/undervoltage/overload/overcurrent etc. Refer event monitoring (section-8) for details.
6.9	Security	Password protection should be provided for settings change.

Technical Specification for Microprocessor based Programmable Street Light Controller**7.0 METERING FEATURES OF PSLC**

7.1	Type	1 Phase 2 wire / 3 phase 4 wire static energy meter
7.2	Class	1.0 as per IS13779 (accuracy class for reactive energy should be same as that for active energy)
7.3	Connection	Direct / whole current
7.4	Rated Voltage	240V (P-N), 415V (P-P) with variation of +30% & -40%. However meter should withstand the maximum system voltage across terminals.
7.5	Rated basic current	
7.5.1	Single Phase Unit	10A
7.5.2	Three Phase Unit	20A
7.6	Rated maximum Current	
7.6.1	Single Phase Unit	60A
7.6.2	Three Phase Unit	80A
7.7	Rated Frequency	50HZ +/- 5%
7.8	Power factor range	Zero Lag – unity – Zero lead
7.9	Output Device	Meter should have flashing LED visible from the front to represent energy recording. LED shall be configurable for KWh, KVAh and KVArh. Resolution shall be such that satisfactory accuracy test can be conducted at the lowest load in less than 5 minutes and starting current test in less than 10 minutes.
7.10	Billing data	<ul style="list-style-type: none"> a. Meter serial number b. Date and time c. Cumulative forwarded active energy d. Cumulative forwarded reactive energy (lag) e. Cumulative forwarded apparent energy f. Cumulative TOD energy values g. Cumulative Maximum Demand in kW and kVA with date and time h. Last event occurrence and restoration details i. History for last 12 months i.e kWh, KVArh, KVAh, MD (in kW and kVA with date and time), TOD energy readings. j. Monthly power on/off data for last 12 months <p>Above data (except instantaneous values) should be stored in meter memory.</p>
7.11	Tariff basis	Lag only
7.12	MD Registration	Meter should store and display maximum demand in kW/kVA with date and time. Demand integration period should be 30 minutes. It is preferred that MD is computed using separate counter rather than by difference of initial and final energy counter.
7.13	Auto Reset of MD	Default auto reset date should be 00:00Hrs 1 st day of month. Date and Time of MD reset should be programmable through CMRI.

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7.14	Load survey	Load profile of phase wise voltage, phase wise current, forwarded active power, forwarded reactive power (lag) and forwarded apparent power for 60 days. Integration period shall be 30 minutes.																																			
7.15	TOD metering	<p>Meter shall be capable of doing TOD metering for kWh, kVAh and kVArh alongwith MD in kW and kVAh with 6 time zones and three seasons (programmable at site through CMRI). Following are the default time zones.</p> <table><tr><th>Tariff</th><th>Timing</th><th>1st april-30th Sep</th><th>1st Oct-31st Dec</th><th>1st jan-31st mar</th></tr><tr><td>1</td><td>00:00 - 06:00</td><td>Tnp</td><td>Tnp</td><td>Tnp</td></tr><tr><td>2</td><td>06:00 - 09:00</td><td>Tn</td><td>Tn</td><td>Tn</td></tr><tr><td>3</td><td>09:00 - 15:00</td><td>Tn</td><td>Tn</td><td>Tn</td></tr><tr><td>4</td><td>15:00 - 17:00</td><td>Tp</td><td>Tn</td><td>Tn</td></tr><tr><td>5</td><td>17:00 - 23:00</td><td>Tp</td><td>Tp</td><td>Tp</td></tr><tr><td>6</td><td>23:00 - 24:00</td><td>Tp</td><td>Tnp</td><td>Tnp</td></tr></table> <p>Tnp – Tariff for non - peak Tn – Tariff for normal Tp – Tariff for peak Above TOD plan is to be implemented at the time of supply.</p>	Tariff	Timing	1 st april-30 th Sep	1 st Oct-31 st Dec	1 st jan-31 st mar	1	00:00 - 06:00	Tnp	Tnp	Tnp	2	06:00 - 09:00	Tn	Tn	Tn	3	09:00 - 15:00	Tn	Tn	Tn	4	15:00 - 17:00	Tp	Tn	Tn	5	17:00 - 23:00	Tp	Tp	Tp	6	23:00 - 24:00	Tp	Tnp	Tnp
Tariff	Timing	1 st april-30 th Sep	1 st Oct-31 st Dec	1 st jan-31 st mar																																	
1	00:00 - 06:00	Tnp	Tnp	Tnp																																	
2	06:00 - 09:00	Tn	Tn	Tn																																	
3	09:00 - 15:00	Tn	Tn	Tn																																	
4	15:00 - 17:00	Tp	Tn	Tn																																	
5	17:00 - 23:00	Tp	Tp	Tp																																	
6	23:00 - 24:00	Tp	Tnp	Tnp																																	
7.16	Security	For metering module, only RTC and TOD zone timing should be programmable in field. Every transaction for RTC and TOD change shall be logged in non volatile memory with date and time stamp.																																			

8.0 EVENT MONITORING FEATURES OF PSLC

8.1	Top Cover Open	Meter shall have top cover open detection and same shall be logged. Detection and logging mechanism shall work even when the meter is de-energized. Top cover open event should not get reset.
8.2	External Magnetic interference	Meter should either be immune or should log the events of interference by external magnetic field as per relevant IS13779/ CBIP 304 with latest amendments.
8.3	Phase sequence reversal	PSLC should work accurately irrespective of the phase sequence of the supply. Event should also be logged.
8.4	Detection of missing potential	Absence of potential on any phase should be logged. Restoration of normal supply shall also be recorded. The threshold value of voltage should be programmable at factory end
8.5	Low Voltage	Meter should log low voltage event if average voltage is below 75% of Vref.
8.6	High Voltage	Meter should log high voltage event if average voltage is above 115% of Vref.

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8.7	Voltage Imbalance	Meter should log voltage imbalance event when the difference between minimum and maximum phase voltage is more than 10% of Vref.
8.8	Abnormal/Invalid Voltage	Meter should log invalid voltage if phase angle between voltages deviates from the standard values by more than +/-10 degrees i.e. 120 +/- 10 degrees.
8.9	Overcurrent/Overload.	If the current in any phase exceeds beyond 20% of pre-set current, meter should log the event.
8.10	Power On/Off	PSLC shall detect power OFF (minimum power off period 5 mins) if all phase voltages are absent. This event shall be recorded at the time of each power OFF. At the same time power ON event shall be recorded.
8.11	Event Logging	Last 200 nos. events shall be recorded in PSLC memory on FIFO basis excluding top cover open. Last 20 events of top cover open tamper should be recorded in the memory including the first occurrence.
8.11.1	Parameter Snapshot	Snapshot of Date, time, voltage, Phase current, neutral current, power factor, active power, apparent power, cumulative kWh, cumulative KVAH etc should be recorded for each tamper event
8.11.2	Indication	For each event, appropriate Indication/Icon should appear on the display either continuously or in auto display mode. Icons appearing continuously are preferable.
8.12	Event Logics	Logic sheet for event detection and logging should be submitted for purchaser's approval. Following details should be provided for each tamper in tabular form <ol style="list-style-type: none">Detailed logicThreshold valuesPersistence timeRestoration time

9.0 DISPLAY FEATURES OF PSLC

9.1	Type	STN Liquid crystal, Pin type with backlight
9.2	Viewing angle	Minimum 160 degrees
9.3	UV Protection	The display modules should be well protected from the external UV radiations
9.4	Size	Minimum 10X5mm
9.5	Digits	8 digits
9.6	Language	English
9.7	Display Parameters	Parameters to be displayed are given below
9.7.1	Programming mode	Access to all street light control settings
9.7.2	Auto scroll mode	<ol style="list-style-type: none">LCD testDateTimeCumulative Active Energy (forwarded)Cumulative Apparent Energy (forwarded)Cumulative Reactive Energy LagActive Maximum demand with date and time

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		<ul style="list-style-type: none"> h. Apparent Maximum demand with date and time i. Instantaneous average power factor with sign for lag/lead j. R phase voltage (P-N) k. Y phase voltage (P-N) l. B phase voltage (P-N) m. R phase current n. Y phase current o. B phase current p. Neutral Current q. Cumulative tamper count r. Event status <p>Scroll time should be 10 Sec</p>
9.7.3	Manual Display mode (push button mode)	<p>Following parameters should be displayed in addition to parameters displayed in Auto display mode -</p> <ul style="list-style-type: none"> a. Cumulative power on hours b. Cumulative power off hours c. Number of power failures d. Instantaneous phase wise power factor with sign for lag/lead e. Frequency f. Instantaneous Active load g. Instantaneous Reactive load h. Instantaneous Apparent load i. Cumulative Billing counts j. Cumulative programming count k. Billing date l. Last month billing Active energy reading m. Last month billing Reactive energy reading-Lag n. Last month billing apparent energy reading o. Last month billing Maximum Demand in Active with date and time p. Last month billing Maximum Demand in Apparent with date and time q. High resolution active forwarded energy r. High resolution reactive lag forwarded energy s. High resolution reactive lead forwarded energy t. High resolution apparent forwarded energy u. Last occurred and restored event with date and time <p>The meter display should return to Default Display mode (mentioned above) if the 'push button' is not operated for more than 10 seconds. Scroll lock facility should be provided by pressing scroll push button for long duration (10-15 sec). Lock should be released by repeat action</p>
9.7.4	Event indications	As per clause 8.11 of this specification
9.7.5	Self Diagnostic Indications	Appropriate indication for each self diagnostic feature should be displayed continuously irrespective of display mode.

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9.7.6	Connection check	Appropriate indication to be displayed continuously in case of connection error.
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10.0 SOFTWARE AND COMMUNICATION FEATURES OF PSLC

10.1	Base computer software	Licensed Software with the following features should be supplied for free
10.1.1	Operating System	Compatible for Windows XP, Vista, 7 and 8.
10.1.2	Security	System shall be password protected where user can login only if login ID is provided by administrator. BCS shall have rights management system so that access rights can be provided as per requirement to maintain security.
10.1.3	Data access	BCS shall be capable of accessing complete data stored in memory locally through PC and remotely through modem (RF/ GSM/ GPRS/ PSTN etc.) for connectivity to AMR. BCS shall also be capable of reading CMRI data. BCS should have polling feature with option of selecting parameters to be downloaded i.e billing data, event/tamper logging data etc.
10.1.4	Database	BCS shall maintain master database according to desired area, location, and region etc.
10.1.5	Reporting	<ul style="list-style-type: none">a. BCS shall have option of user defined report generation in format of Excel, Word and CSV etc.b. All the data available in the memory shall be convertible to user defined ASCII file format.c. BCS shall have capability to export data in ASCII format at desired location so that the same could be integrated with billing data for processing.
10.2	CMRI Software	Manufacturer has to provide software capable of downloading data through CMRI.
10.2.1	Data access	CMRI software should be capable of downloading complete data stored in the memory. Software should have option for selection of parameters to be downloaded from memory i.e billing data, event/tamper logging data etc. Monthly billing data should be downloadable using CMRI within 1 minute.
10.2.2	Suitability	CMRI software shall work both on SANDS & Analogic make CMRI.
10.3	Integration	In the event of order, bidder shall work with BSES IT team to integrate CMRI software with BSES billing system i.e downloading, uploading data on computer etc. Meter reading protocols shall be shared with BSES.
10.4	Training	Manufacturer shall impart training to BSES personnel for usage of software
10.5	Communication Ports	Communication ports required in meter are as follows
10.5.1	Optical Port	PSLC shall have one optical port. It should be compatible for data transfer over RS 232 standard

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10.5.2	RJ11 Port	One RJ11 (6P4C) port should be provided. Please refer Annexure - B for pin configuration. Port should be compatible for communication on RS232 standard and should have cover with provision of sealing.
10.5.3	Port protection	All ports shall be galvanically isolated from the power circuit.
10.5.4	Operation	Both ports should work independently. Failure of one port (including display) should not affect the working of other port.
10.6	Communication protocol	DLMS/ Proprietary protocol. Integration with BSES system will be supplier's responsibility.
10.7	Data transfer rate	BCS and communication ports should support data transfer rate of 9600 bps (minimum).
10.8	Data downloading cable	<ul style="list-style-type: none">a. Meter reading cable of 1m length with optical sensor at one end and D type female 9 pin connector on other end should be provided with each PSLC.b. Optical port on PSLC and optical sensor should have mechanical arrangement so that the sensor is securely placed on the optical port for hassle free communication.c. D type female connector should be suitably mounted on the enclosure for data downloading/uploading.

11.0 MCCB

11.1	No of poles	3
11.2	Rated Current (A)	100
11.3	Rated Voltage(V)	415
11.4	Rated Insulation Level (V)	1000
11.5	Rated Impulse Level (kV)	8 (for main circuit)
11.6	Category of utilization	A
11.7	Pollution degree as per IS	2 – non conductive pollution
11.8	Indications	MCCBs shall be provided with mechanical position indicator with shrouded terminals. MCCB's shall have ON/OFF/trip positions. In event of tripping, MCCB shall have the facility to be put 'ON' only after 'RESET'.
11.9	MCCB auxiliary contacts	2 N/O + 2 N/C minimum
11.10	Terminals	Suitable for connection with aluminium busbars with phase barriers & shrouds

Technical Specification for Microprocessor based Programmable Street Light Controller**12.0 NAMEPLATE AND MARKING**

12.1	Enclosure Nameplate	To be screen printed in black colour on front door of box. Following details shall be provided on name plate
12.1.1	Purchaser Name & Logo	
12.1.2	PO No. with Date	
12.1.3	Item Code	
12.1.4	Serial No.	
12.1.5	Month & Year of Manufacturing	
12.1.6	Name of Manufacturer	
12.2	PSLC Nameplate	Following details shall be provided on name plate
12.2.1	Serial number shall be of 8 digits. Serial number shall be printed in black colour. Embossing is not acceptable. (Should also be stored in meter memory and should be downloadable). Size of the digit shall be minimum 5X3mm	
12.2.2	Bar code shall be printed along with serial number	
12.2.3	BIS registration mark (ISI mark)	
12.2.4	'BSES' logo should be printed above LCD display.	
12.2.5	BSES PO No. & date	
12.2.6	Manufacturers name and country of origin	
12.2.7	Model type / number of meter	
12.2.8	Month and Year of manufacturing (Should also be stored in meter memory and should be downloadable)	
12.2.9	Reference voltage and current rating	
12.2.10	The number of phases and the number of wires for which the meter is suitable. Graphical symbol as per IS 12032 can be used.	
12.2.11	Meter constant	
12.2.12	Class index of meter	
12.2.13	Reference frequency	
12.2.14	Warranty period	
12.2.15	Connections, diagrams and terminals shall be marked / provided in accordance with Indian Standard.	
12.3	Danger Plate	Danger Plate in English & Hindi as per IS to be screen printed in red colour on the door of box
12.4	Marking for Earth Stud	Letter 'E' with earth symbol to be screen printed in green colour near earthing stud.

13.0 APPROVED MAKES OF COMPONENTS

13.1	Measurement computing chips	or	Analog Devices, Cyrus Logic, Atmel, Phillips, Texas Instruments, SAMES, NEC
13.2	Memory chips		USA: Atmel, National Semiconductors, Texas Instruments, Phillips, ST, Microchip Japan: Hitachi or Oki
13.3	Display modules		Japan: Hitachi, Sony Holland / Korea: Phillips Truly Semiconductor Tianma/Hijing Electronics

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13.4	Communication modules	USA: National Semiconductors, HP, Optonica,ST, Holland / Korea: Phillips Japan: Hitachi Germany: Siemens
13.5	Optical port	USA: National Semiconductors ,HP Holland / Korea: Phillips Japan: Hitachi, Truly Semiconductor, Agilent, OSRAM, Everlight
13.6	Power supply unit	SMPS Type, reputed make
13.7	Active & passive components	USA: National Semiconductors, Atmel, Phillips, Texas Instruments, ST, Onsemi, Japan: Hitachi, Oki, AVX or Ricoh, Samsung, Everlight, Agilent
13.8	Battery	Varta, Texcell, SAFT
13.9	RTC	USA: Philips, Dallas Atmel, Motorola, Microchip , NEC or Oki
13.10	Disconnection Relay/Switch	Gruner or equivalent subject to approval of BSES.
13.11	MCCB/MCB	L&T/GE/ABB/Schneider/Siemens
13.12	Terminals	Connectwell/Elmex/Phoenix
13.13	Note	<ul style="list-style-type: none"> a. Manufacturer shall intimate deviation if any from make of components. Any deviation is subject to approval of BSES based on supporting documents and performance feedback of the components. b. Manufacturer should have complete tracking of material used in meter. BSES reserve the right to carry out audit of inventory/ manufacturing process at manufacturer's works and sub vendor's work.

14.0 INSPECTION & TESTING

14.1	Quality Assurance Plan (QAP)	To be submitted for Purchaser's approval.
14.1.1	Inspection Hold-Points	To be mutually identified, agreed and approved in QAP.
14.1.2	Sampling Method	Sampling Method for quality checks shall be as per relevant IS/ IEC/ CBIP guidelines and Purchaser's prior approval shall be taken for the same.
14.2	Type Tests	<ul style="list-style-type: none"> a. Offered product and all its accessories shall be of type tested quality as per relevant IS/IEC/CBIP. Type test conducted at CPRI/ ERDA/ ERTL labs will be treated as valid. b. The test report should not be more than 5 years old. In case any modification affecting only part of meter is made after type test, only specific type tests on the affected parts shall be repeated. c. Type test certificate should be submitted along with offer for scrutiny.
14.3	Routine tests	All test marked "R" as per relevant IS/IEC/CBIP
14.4	Acceptance Tests	Following tests will be performed on samples selected for

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		<p>acceptance testing</p> <ol style="list-style-type: none"> All tests marked "A" as per relevant IS/IEC/CBIP Dimensional and drawing verification. Display parameters/ sequence. All functional tests related to street light control. Data Downloading from CMRI and PC. Event detection/logging features as per approved documents. Burn in chamber test. Component verification.
14.5	Inspection	<ol style="list-style-type: none"> Purchaser reserves the right to inspect /witness all tests at Seller's works at any time, prior to dispatch, to verify compliance with the specification/ standards. Manufacturer should have all the facilities/ equipments to conduct all the acceptance tests during inspection. All the testing equipment should be calibrated. In-process and / or final inspection call intimation shall be given at least 15 days in advance to the purchaser.

15.0 SHIPPING, HANDLING & SITE SUPPORT

15.1	Packing Protection	The Programmable Street light timer switch box shall be properly packed before dispatching to avoid damage, corrosion and breakage during transport, storage and handling.
15.2	Packing for accessories and spares	Robust non returnable packing case with all the above mentioned protection, identification label & copy of installation, operation and maintenance manual.
15.3	Packing Identification Label	On each packing case, following details are required:
15.3.1	Individual serial number	
15.3.2	Purchaser's name	
15.3.3	PO number (along with SAP item code, if any) & date	
15.3.4	Equipment Tag no. (if any)	
15.3.5	Destination	
15.3.6	Manufacturer / Supplier's name	
15.3.7	Address of Manufacturer / Supplier / it's agent	
15.3.8	Month & year of Manufacturing	
15.3.9	Case measurements	
15.3.10	Gross and net weights in kilograms	
15.3.11	All necessary slinging and stacking instructions	
15.4	Shipping	The seller shall be responsible for all transit damage due to improper packing.
15.5	Handling and Storage	Manufacturer instruction shall be followed.
15.6	Detail handling & storage instruction sheet / manual to be furnished before commencement of supply.	

Technical Specification for Microprocessor based Programmable Street Light Controller**16.0 DEVIATION**

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

17.1	The seller has to submit following along with bid
17.1.1	GTP (duly filled-in) (as per Annexure — A)
17.1.2	Deviation sheet, if any.
17.1.3	GA / cross sectional drawing of showing all the dimensions
17.1.4	One sample along with software and accessories.
17.1.5	Event logic sheet.
17.1.6	Detailed reference list of customers using the offered product during the last 5 years with similar design and rating
17.1.7	Manufacturer's quality assurance plan and certification for quality standards
17.1.8	Type test reports for the same type, size & rating of offered design
17.1.9	Complete product catalogue and Manual.
17.1.10	Details of recommended accessories / software or any other hardware for five years of operation.
17.2	Seller has to submit following drawings for buyer's Approval/ Reference after award of contract -
17.2.1	Program for production and testing
17.2.3	One sample along with software and accessories for Lab testing
17.2.4	Guaranteed Technical Particulars
17.2.5	GA / cross sectional drawing of Meter showing all the dimensions
17.2.6	Event logic sheet.
17.2.7	Makes of components
17.2.8	Terminal arrangement with dimensions
17.2.9	Detailed installation and commissioning instructions
17.2.10	Quality assurance plan
17.3	Submittals required prior to dispatch
17.3.1	Inspection and test reports, carried out in manufacturer's works
17.3.2	Test certificates of all bought out items
17.3.3	Operation and maintenance Instruction as well as trouble shooting charts/ manuals
17.3.4	Drawing and document sizes Standard size paper A4
17.3.5	Duly signed & stamped copies of the drawings / documentation
17.3.6	Consolidated report including routine test, seal record and initial reading record as per BSES format.

18.0 TRAINING

18.1	Training	Both classroom and site training shall be in bidder's scope
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Technical Specification for Microprocessor based Programmable Street Light Controller

18.2	Classroom Training	It should include theoretical aspects of programming, operation, maintenance and troubleshooting of PSLC unit and its accessories.
18.3	Site Training	It should include hands on training for programming, operation, maintenance and troubleshooting of PSLC and its accessories

ANNEXURE – A: GUARANTEED TECHNICAL PARTICULARS

Bidder shall furnish the GTP format with all details against each clause of this specification.

Bidder shall not change the format of GTP or clause description.

Bidder to submit duly filled GTP in hard copy format with company seal.

Clause. No.	Clause Description	Manufacturer's reply
1		
2		
3		
4		
5		
6		

Bidder / Vendor seal / signature

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

Volume - II

FORMATS

TENDER NOTIFICATION FOR

**SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER
SWITCH BOX IN BYPL**

NIT: CMC/BY/19-20/RB/VKS/025

Dated: 23.05.2019

Due Date for Submission of Bid: 13.06.2019

Annexure -I

BID FORM

SUPPLY OF SINGLE & THREE PHASE STREET LIGHT CONTROLLER SWITCH BOX IN BYPL

To
Head of the Department
Contracts & Materials
BSES Yamuna Power Ltd
BSES Building, 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)

Annexure-II

BIDDER DETAILS FORM

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/025 on dated 23.05.2019 for Supply of Single & Three Phase Street light Controller Switch Box in BYPL 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. Authorized Person for E-bidding - Name :

a. Designation:.....

- b. Mobile No. :
- c. Email-ID :
- d. Vendor Code (if existing):.....

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 (BG) :
- c. 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.
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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:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

Annexure -III**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

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 Power Ltd., with it’s Corporate Office at BSES Shakti Kiran 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

PRICE FORMAT

Tender No: CMC/BY/19-20/RB/VKS/025

Dated: 23.05.2019

S.N	Item Description	Req. QTY	QTY Offered by the Bidder	UO M	EX- Works Price/PC	Freight	Total Ex-works Price/pc	GST %	GST Amt	Unit Landed Cost/PC	Total Landed Cost
		A			B	C	D=B+C	E	F=D*E	G=F+D	G*A
1	Supply of Single phase Street light Controller Switch Box in BYPL	100		Nos							
2	Supply of Three phase Street light Controller Switch Box in BYPL	300		Nos							

Name :.....

Tel/Mobile No:.....

Email ID:.....

Date:

Signature with Seal

Place :.....

Note:

1. Prices shall be Firm
2. The prices received without break up of ex-works, Freight, GST are liable for rejection
3. Pls indicate the exact percentage of taxes in figures and words
4. If there is a discrepancy between the unit price and the total price THE UNIT PRICE shall prevail

Annexure-VI

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	
4	Delivery schedule	Within 2 Month from the Date of Ordering/LOI	
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	5% 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	E-Auction (E-Bidding)	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-VII

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 – VIII

S. no	Qualification Criteria	Description by bidder with qualifying the fulfillment	Documentary Evidence attached page no. detail
1	The bidder must be a manufacturer		
2	The bidder shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their Principals abroad with whom they may be having collaboration such accreditation should be at least of one year preferably last year as on date of tender. Authority letter from manufacturer shall be attached along with bid.		
3	Relevant documents (Joint Venture) in support of the above must be furnished along with undertaking of the manufacturers. If these documents are not furnished along with the tenders the offer will be rejected summarily.		
4	The bidder must possess valid ISO 9001:2008 certification and valid BIS License.		
5	Firms who are debarred/ blacklisted in other utilities in India will not be considered.		
6	The Bidder should have group turnover of ₹ 1.00 Cr in any one of the last three financial years. Bidder should submit report on financial standing such as profit and loss statement, balance sheets for the last three years, bankers certificates etc.		
7	Purchaser at his own discretion may consider awarding trial order of small quantity to those bidders who have proven design and meet our requirement.		
8	In case of new bidders (not enlisted in BSES), Factory inspection & evaluation may be carried out to ascertain bidder's manufacturing capabilities and quality procedures.		

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 -IX

SELF DECLARATION FORM

Tender No: CMC/BY/19-20/RB/VKS/025

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debarring 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 ₹ 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	Yes/No
10	POWER OF ATTORNEY/ AUTHORISATION LETTER FOR SIGNING THE BID	Yes/No