

**NOTICE INVITING TENDER (NIT)
FOR
SUPPLY, ERECTION, TESTING, & COMMISSIONING OF
NITROGEN INJECTION FIRE PROTECTION SYSTEM
(NIFPS) AT VARIOUS GRIDS.**

**NIT NO: CMC/BY/25-26/RS/SkS/MD/8
(Rfx no: 2200000131)**

Due Date for Submission: 11.08.2025, 15:00 HRS

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

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used for any purpose other than, for which it is stipulated.***

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VOLUME – I: INFORMATION TO BIDDER (ITB)

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as **"BYPL"**) invites **Open Tender** in the E-tender bidding process from interested bidders as detailed below:

S N	Items	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)
1	SUPPLY, ERECTION, TESTING, & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS) AT VARIOUS GRIDS	1,180	0.94 Crore	1.88 Lakh

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

- 1.02 The tender document is available for downloading from our website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD --> Tender --> Open Tenders** or through our E-Tendering portal link (<https://srmpdportal.bsesdelhi.com/irj/portal>).
- 1.03 **Tender Fee:** The bidder has to compulsorily submit the non-refundable tender fee of ₹1,180/- as demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS covering the cost of bid documents. Any such bid submitted without this Fee shall be rejected.
- 1.04 **Earnest Money Deposit (EMD)** of ₹1,88,000/- (One Lakh Eighty-Eight Thousand only) valid for 120 days from the due date of bid submission in the form of BG/FD/online transfer of the requisite amount through IMPS/NEFT/RTGS. Any such bid submitted without EMD shall be rejected.
- 1.05 **TIME SCHEDULE**

S No	Event	Due date & time
1	Date of availability of tender documents from BYPL Website & SRM	11.08.2025, 14:00HRS
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via following link: https://events.teams.microsoft.com/event/8be4bde1-f788-486f-ad61-0a78fda7200a@fa1a577f-3ac1-41e0-90d9-1b19c394aaf8 After registering, you will receive a confirmation email containing information about joining the meeting.	30.07.2025, 11:30HRS
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	30.07.2025, 18:00HRS
4	Last Date of replies to all the pre-bid queries as received	04.08.2025, 18:00HRS
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	11.08.2025, 15:00HRS
6	Date & Time of Opening of PART A – EMD and Technical Bid	11.08.2025, 16:00HRS

S No	Event	Due date & time
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail

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

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

Part A – Techno-Commercial Bid

Part B – Price Bid

Bids will be submitted online and received up to **11.08.2025, 15:00 Hr.** at the address given below.

Part A of the Bid shall be opened online on **11.08.2025, 16:00 Hr.**

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

1.07 BSES Yamuna Power Ltd reserves the right to accept/reject any or all tenders without assigning any reason thereof in the event of the following:

- Tender is received after due date and time
- Tender fee of requisite value is not submitted.
- Earnest Money Deposit (EMD) of requisite value & validity is not submitted in the form of Bank Guarantee drawn in favor of BSES Yamuna Power Ltd, payable at Delhi or through Online transfer through NEFT/RTGS.
- Price Bid as per the Price Schedule is not submitted.
- Incomplete Bids.
- Necessary documents against compliance to Qualification Requirements mentioned in Section 1 Clause 2.0 of this Tender Document.
- Complete documents/details are not enclosed as per the Bid Index for Part-A (Technical Bid) at APPENDIX I ANNEXURE – 1.01.
- Filled in Schedule of Deviations as per Annexure is not submitted.

2.00 QUALIFICATION CRITERIA

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

2.01 Technical Criteria:

SN	Criteria	Documents to be submitted by the bidder
1	The bidder should have own manufacturing facility in India for NIFPS.	Factory incorporation certificate / Self Undertaking. Details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished.
2	The bidder should have manufacturing capacity of minimum 50 nos. NIFPS per month.	Self Undertaking/Capacity Certificate

3	The bidder should have servicing , repairing, testing & refurbishment facility in INDIA with necessary spares and testing equipment for providing prompt after sales service for NIFPS of power transformers.	Relevant Details/certificates/Self Undertaking (Details of the set-up available shall be brought out in the offer. The bidder shall also submit self undertaking along with the bid confirming the infrastructure details submitted)
4	The bidder should have supplied minimum 100 nos of NIFPS in last 7 years from the date of bid opening to any Utilities/SEB's/PSU's/Govt Organization/reputed company wherein the end user shall be Utility/SEB's/PSU's.	a. Purchase order/Work Order copies b. Work completion certificates copy /Invoice copies
5	Performance certificate for minimum 1 year satisfactory performance of NIFPS project executed during the last 7 years from the date of bid opening from at least two utilities/ SEB/ PSUs / Govt. organization. In case of bidder has previous association with BYPL/BRPL for similar product and service, the performance feedback from BYPL/BRPL shall only be considered irrespective of performance certificates issued by any third party organization.	Performance certificate
6	The Bidder must possess valid ISO 9001:2015 certification	Valid copy of certificate

2.02 **Commercial Criteria:**

SN	Criteria	Documents to be submitted by the bidder
1	Bidder should have Average Annual Sales Turnover of Rs 15 Crores or more during last three (3) Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24).	Balance Sheet/Duly certified CA certificate with UDIN no to be submitted
2	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies as on date of bid opening.	Self Undertaking
3	An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on date of bid opening.	Self Undertaking
4	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copies of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/Self Undertaking

5	The bidder should possess valid Electrical Contractor License issued by competent statutory agency to undertake work in NCT Delhi. In case bidder is not having this license, suitable sub-contractor having the valid license shall be engaged for works at site wherein copy of valid license shall be submitted to BYPL before the start of the work OR Bidder to give undertaking that it will be obtained by them before the start of the work at site.	a. Electrical Contractor License Copy b. Self undertaking if Electrical Contractor License is not available
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Notwithstanding anything stated above, BYPL reserves the right to assess the bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

3.00 BIDDING AND AWARD PROCESS

Bidders are requested to submit their offer strictly in line with this tender document. Normally, the deviations to tender terms are not admissible and the bids with deviations are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still, in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the "Annexure - Schedule of Deviations" and the same shall be submitted as a part of the Technical Bid.

3.01 BID SUBMISSION

BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:

BSES will carry out E-Procurement through its e-procurement portal (<https://srmpdrportal.bsedelhi.com/irj/portal>).

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com,
2. Mr Mahesh Dariyal, E-mail: Mahesh.dariyal@reliancegroupindia.com, with your details as per

below:

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

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

Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-procurement site. Please refer to the user manual available at <https://srmpportal.bsedelhi.com/irj/portal> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

However, documents that necessarily have to be submitted in originals like Tender Fee (in the form of DD) or EMD (in the form of BG/FD/DD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission.

Please mention our NIT Number: - on the Tender and drop the same in our Tender Box placed at **BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032**

The bids and the outer envelope shall be addressed to the following:

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

Kindly Note:

- The bidder has to ensure that the tender is dropped in the correct box designated for tender submission only.
- BYPL shall not be responsible for any wrong placement of tender documents by the bidder.

This is a two-part bid process. Bidders are to submit the bids online in 2(Two) parts **PART-A TECHNO-COMMERCIAL BID** and **Part-B FINANCIAL BID** and shall be submitted before the due date & time specified.

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

S. N	Descriptions	Type of Documents/Format
A1	Bid details	
1	Bid Index for Part-A (Technical Bid)	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	Cover Letter, if any	Scheduled Format
3	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	Tender Fee	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs1,180/-, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	EMD	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04

S. N	Descriptions	Type of Documents/Format
6	Power-of-Attorney/ Authorization Letter	In the standard stamp paper/letter
A2	Technical bid	
7	Communication Details of the Bidder	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	Manufacturer Authorization Form (as applicable)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	Technical Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	Schedule of Deviations – Technical	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification	Bidder shall submit duly filled GTP with all Technical Documents
12	Technical Drawings as per specification	Bidder shall submit all Drawings as per the specification
13	Type Test Reports	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12
14	Sample Submission details (if applicable as per specification)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13
15	Product Catalogue (If applicable)	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	Manufacturer's Quality Assurance Plan	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	Other drawings/ documents mentioned in technical specification	Bidders shall submit a copy of documents in their technical bids in support of technical specifications
18	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
A3	Commercial Bid	
19	Company Profile, Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	Commercial Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	Undertakings	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	Schedule of Deviations- Commercial	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16

S. N	Descriptions	Type of Documents/Format
23	Acceptance Form for Participation in Reverse Auction Event	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	Commercial Terms and Conditions	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05
25	Un price Bid duly signed	Item wise marked as "Quoted" & Duly Signed Un price Bid as per enclosed format at VOLUME – II - PRICE BID FORMAT
26	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B:: FINANCIAL BID comprising of

- Price strictly in the Format enclosed at VOLUME – II - PRICE BID FORMAT indicating Break up of basic price, taxes & duties, etc.
- The Bidder has to submit the item-wise price bifurcation in the bid. An unpriced copy must be attached with the Part A (Techno-Commercial Bid).

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

REVERSE AUCTION CLAUSE:: Purchaser reserves the right to use the reverse auction as an optional tool through SAP-SRM as an integral part of the entire tendering process. All techno-commercially qualified bidders shall participate in the reverse auction. Reverse Auction will be carried out on individual item-wise rates or Package-wise. Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

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

4.00 AWARD DECISION

4.01 Purchaser intends to award the business on the lowest bid basis, so suppliers are encouraged to submit the bid competitively. The decision to place a Rate Contract/Purchase Order/LOI solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.

4.02 In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequently DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

4.03 In case any bidder is found unsatisfactory during the Project execution, the award will be cancelled and BYPL reserves the right to award other bidders who are found fit.

4.04 Rate shall remain FIRM till the validity of the Contract.

4.05 Quantity Variation: The purchaser reserves the right to vary the quantity by (\pm) 30% of the tender quantity during the execution of the contract.

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

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

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

5.00 MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace.
- Breach of the terms of the published in Request for Quotation/NIT.

6.00 SUPPLIER CONFIDENTIALITY

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

All RFQ documents remain the property of BYPL and all suppliers are required to return these documents to BYPL upon request.

Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

7.00 CONTACT INFORMATION

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by e-mail/post/courier to following addresses. The same shall not be communicated through phone

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 3 rd Floor, B-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Jeena Borana GM (CES)	Jeena.borana@reliancegroupindia.com
	Srinivas Gopu GM (CES)	srinivas.gopu@reliancegroupindia.com
	Gaurav Sharma Addl. VP (HOD-CES)	gaurav.a.sharma@reliancegroupindia.com
Commercial		
C&M Dept. 3 rd Floor, A-Block, BSES Yamuna	Mahesh Dariyal Manager (C&M)	mahesh.dariyal@reliancegroupindia.com

Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Santosh Singh Addl. VP (Head- Procurement)	Santosh.kum.singh@reliancegroupindia.com
	Robin Sebastian VP (HOD-C&M)	robin.sebastian@reliancegroupindia.com

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

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

2.00 SCOPE OF WORK

The scope of work under this contract shall include Survey, Designing, manufacturing, inspection & testing, dispatches, loading, unloading, storage at site, dismantling of existing equipment, installation, testing of the installation, commissioning, handing over to the purchaser (Refer VOLUME – III TECHNICAL SPECIFICATION).

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise a rising in any way from the selection process for the Supply.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4.0 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents.

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in web site www.bsesdelhi.com and the same will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum in website www.bsesdelhi.com

6.04 Purchaser shall reserve the rights to following:

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

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

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.
- (b) PART A – Techno-Commercial Bid and
- (c) PART B - Financial Bid

9.0 BID FORM

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

9.02 EMD

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

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

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

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

The EMD may be forfeited in case of:

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

10.0 BID PRICES

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

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

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

11.0 BID CURRENCIES

11.01 Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier

13.0 ALTERNATIVE BIDS

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/25-26/RS/SKS/MD/8 (RFx no: 2200000131)	Page 12 of 17	Bidders seal & signature
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- 13.01 Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

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

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

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

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.
- 15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD /FD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission. The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — "Technical Bid & EMD". All the envelopes should bear the Name and Address of the Bidder and mark for the Original. The envelopes should be superscribed with — "Tender No. & Due date of opening".
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained by the Purchaser.

16.0 **DEADLINE FOR SUBMISSION OF BIDS**

- 16.01 The Bid must be received by the Purchaser on or before the due date & time of submission.

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

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission except due to any corrigendum/addendum/modifications in the tender documents uploaded in website.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Purchaser may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each

<p>INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/25-26/RS/SKS/MD/8 (RFx no: 2200000131)</p>	<p>Page 14 of 17</p>	<p>Bidders seal & signature</p>
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Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

- (a) Delivery Schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

- 24.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.
- 24.02 Any effort by a Bidder to influence the Purchaser and/or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids

at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

26.0 AWARD OF CONTRACT

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

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GUARANTEE (PBG)

To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 60 months from the date of last receipts at site/stores plus 3 months claim period.

30.0 CORRUPT OR FRAUDULENT PRACTICES

30.01 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

31.0 STATUTORY GUIDELINES & REGULATIONS

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

32.0 SAFETY

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

33.0 PRIORITY OF CONTRACT DOCUMENTS

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

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

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

APPENDIX I

ANNEXURE – 1.01

BID INDEX FOR PART-A (TECHNICAL BID)

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

NIT & RFX No.:

Bidder's Name:

Bidder's Bid Reference No. & Date:

S. N	Particulars	Bid Pdf Page No.	
		From	To
A1	Bid details		
1	Bid Index for Part-A (Technical Bid) as per APPENDIX I ANNEXURE - 1.01	1	
2	Cover Letter, if any		
3	Bid Form (Unpriced) Duly Signed as per APPENDIX I ANNEXURE - 1.02		
4	Tender Fee Details as per APPENDIX I ANNEXURE - 1.03		
5	EMD Details as per APPENDIX I ANNEXURE - 1.04 & 1.05		
6	Power-of-Attorney/Authorization Letter		
A2	Technical bid		
7	Communication Details of the Bidder as per APPENDIX I ANNEXURE - 1.06		
8	Manufacturer Authorization Form (as applicable) as per APPENDIX I ANNEXURE - 1.07		
9	Technical Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.08, 1.09, 1.10		
10	Schedule of Technical Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.11		
11	Guaranteed Technical particulars (GTP) as per specification		
12	All Drawings as per specification.		
13	Type Test Reports (Sequence of Tests shall be strictly in accordance with relevant IS/IEC) as per APPENDIX I ANNEXURE - 1.12		
14	Sample Submission Details (If applicable as per Specification) as per APPENDIX I ANNEXURE - 1.13		
15	Product Catalogue (If applicable)		
16	Manufacturer's Quality Assurance Plan (as applicable)		
17	Other drawings/ documents mentioned in technical specification		
18	Testing Facilities		
A3	Commercial Bid		
19	Company Profile, Organization Chart & Manpower Details.		
20	Commercial Qualifying Criteria Compliance Index & Documents as per APPENDIX I ANNEXURE - 1.14		
21	Undertakings as per APPENDIX I ANNEXURE - 1.15		
22	Schedule of Commercial Deviations (along with soft editable Excel copy) as per APPENDIX I ANNEXURE - 1.16		
23	Acceptance form for participation in reverse auction event as per APPENDIX I ANNEXURE - 1.17		
24	Acceptance of Commercial Terms and Conditions as per APPENDIX II ANNEXURE - 2.05		
25	Un Price Bid Duly Signed (Volume - II Price Bid Format)		
26	NIT Document complete Signed & Stamped		

BID FORM

To

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

Sir,

1. We understand that BYPL is desirous of procuring.....
for it's licensed distribution network area in Delhi
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned elsewhere in the bid document, from the date of award of purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
5. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

TENDER FEE DETAILS

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

EMD DETAILS

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

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

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

The conditions of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

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COMMUNICATION DETAILS OF THE BIDDER

SN	Designation	Name	Mobile No.	E-mail id
1	CEO / MD			
2	Sales / Marketing Head			
3	Sales Representative/ Key Account Manager (KAM)			
4	Technical Head			
5	Manufacturer Plant /Operations Head			
6	Post Order Execution In Charge			
7	Authorized contact person (Primary responsibility for the bid)			
8	Authorized contact person (Secondary responsibility for the bid)			

MANUFACTURER AUTHORIZATION FORM
(To be submitted on OEM's Letter Head)

Date:
Tender No.:

To

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

Sir,

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

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

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

Yours Sincerely,
For

Authorized Signatory

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

LIST OF PURCHASE ORDERS EXECUTED & DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS										
SN	Item Detail	PO No	PO Date	PO Qty	Executed Qty	Execution Year	Customer Name	End User (shall be Utility/SEB's/PSU's) name and details	PO copy, MDCC/Delivery completion certificates/Invoice Copies enclosed on Bid Page no.	
									From	To
Total										

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

LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT												
S N	Item Detail	PO No	PO Date	Supplied/ Commissioni ng		Perform ance Certific ate Issue Date	Performance Certificate Issued By End User (Utility/SEB/ Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
				Qty.	Date			Name	Email	Mobile	From	To
	Total											

Note –

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

SCHEDULE OF DEVIATIONS - TECHNICAL

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

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

SL NO	NIT PDF page no	NIT Clause no	NIT Clause descriptions	Details of Clarification/deviation with justifications

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

Seal of the Bidder:

Signature:

Name:

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

ANNEXURE – 1.13

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

QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA				
SN	Qualifying Criteria Description as per section 1 clause 2.00	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

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

Sir,

We M/s [name of bidder], do hereby undertake that

- [name of bidder] has "No Litigation" pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- [name of bidder] has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- [name of bidder] shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.

Yours Sincerely,

For

Authorized Signatory

SCHEDULE OF DEVIATIONS - COMMERCIAL

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

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

SL NO	NIT PDF page no	NIT Clause no	NIT Clause descriptions	Details of Clarification/deviation with justifications

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

Seal of the Bidder:

Signature:

Name:

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the bidder.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation, bid details, and etc.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line 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 reverse auction event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR Landed Cost basis at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

Signature & seal of the Bidder

APPENDIX I NIT NO: CMC/BY/25-26/RS/SKS/MD/8 (RFx no: 2200000131)	Page 17 of 21	Bidders seal & signature
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VENDOR CODE OF CONDUCT

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

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

I. Labour and Human Rights

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

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

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

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

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

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

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

- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed

maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

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

II. Health and Safety

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

The health and safety standards are:

. Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

. Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

. Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

. Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

. Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

. Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent with hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

. Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

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

IV. Ethics

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

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

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws,

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regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- . Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- . Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plans including a periodic assessment of Vendor's performance against those objectives.
- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

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

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT
(GCC)

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GENERAL TERMS & CONDITIONS -SUPPLY

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

1.0 General Instructions

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

2.0 Definition of Terms

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

- 2.07** "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Specification.
- 2.08** "Offer Sheet" shall mean Bidder's firm offer submitted to BYPL in accordance with the specification.
- 2.09** "Contract" shall mean the "Letter of Acceptance/Purchase Order" issued by the Purchaser.
- 2.10** "Contract Price" shall mean the price referred to in the "Letter of Acceptance/Purchase Order".
- 2.11** "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** "Acceptance" shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

3.0 Contract Documents & Priority

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

4.0 Scope of Supply -General

- 4.01** The "Scope of Supply" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Volume-II of this RFQ.
- 4.03** Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.
- 4.04** All relevant drawings, data and instruction manuals.

5.0 Quality Assurance and Inspection

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

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

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

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

5.05 All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

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

6.0 INSPECTION & TEST CHARGES:

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

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

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

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

7.0 HANDLING AND STORAGE:

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

8.0 Packing, Packing List & Marking

8.01 Packing: Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably

suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably bio-degradable material.

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

9.0 Prices/Rates/Taxes

9.01 Price basis for supply of materials

- a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**
b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/site.
c) Transit insurance will be arranged by bidder.

10.0 TAXES & DUTIES:

- 10.01 Prices for Goods are on Ex- Works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.
- 10.02 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.
- 10.03 GSTIN of BSES YAMUNA POWER LTD - 07AABCC8569N1Z0
CST No of BSES YAMUNA POWER LTD -07740254593
TIN NO of BSES YAMUNA POWER LTD - 07740254593
PAN NO of BSES YAMUNA POWER LTD - AABCC8569N
- 10.04 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month of which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

11.0 INVOICING INSTRUCTIONS:

- 11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.
Material despatch clearance certificate (MDCC) will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.
- 11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.

- 11.03 Invoice in the name of BSES YAMUNA Power Limited & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.
- 11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.
- 11.05 Timely provision of invoices / Debit Notes / Credit Notes:
- 11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.
- 11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.
Documents and devices to be carried by a person-in-charge of a conveyance under.
- 11.05.3 Any Vendors / Contractors / Service providers 'shall' mention the following minimum requirements in 'invoice' while furnishing Invoices with us:
1. Invoice / Credit Note Number and Date.
 2. Address of supplier/service provider and GSTN.
 3. Customer Name and Address as per GST Registration Certificate and GST registration Number.
 4. 'Shipped to' and 'Billed to' addresses.
 5. Place of Supply.
 6. Description of Goods/Service along with unit of measurements.
 7. HSN / SAC Code.
 8. Taxable value (Gross & deduct Discount separately if allowed)
 9. Rate and amount of Tax separately for CGST, SGST and IGST as applicable.
 10. Signature of Supplier. (For e-invoices physical signature is not required)
 11. Whether Reverse Charge is applicable or not.
- 11.06 E Way Bills/transit documents for movement of Goods:
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the movement of Goods and the logistic partner/transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any misdeclaration. The Supplier is responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

12.0 Terms of payment and billing

- 12.01 For Supply of Equipment/item:

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A. 90% of basic value with 100% taxes and duties shall be payable against R/A bills for supply of equipment and materials within 45 days against receipt & acceptance of material at site and submission of following documents duly certified by BYPL Project-in-charge:-

- a) Signed copy of accepted Purchase Order (for first payment)
- b) LR / RR / BL as applicable
- c) Challan as applicable
- d) Two (02) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.
- e) Two (02) copies of Supplier's transporter invoice duly certified by BYPL Stores/site & Original certificate issued by BYPL confirming receipt of the subject material at Stores/Site and acceptance of the same as per the provisions of the contract.
- f) Two (02) copies Packing List / Detailed Packing List
- g) Approved Test certificates / Quality certificates, if applicable
- h) Certificate of Origin, if applicable
- i) Material Dispatch Clearance Certificate (MDCC)
- j) Insurance Policy / Certificate, if applicable
- k) Warranty / Guarantee Certificate, if applicable
- l) Check list for bill submission.

B. Balance 10% of supply value shall be paid within 45 days on completion of successful acceptance testing, commissioning and handing over of complete systems duly certified by BYPL Engineer-in-Charge.

In case of receipt of material at store & not erected, tested & commissioned within six (06) month from the date of receipt of material at store, Balance 10% of basic value retained shall be released.

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

13.0 TAX INDEMNITY CLAUSE:

- 13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it

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will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

- 13.02 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.
- 13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.
- 13.04 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser :
- 13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.
- 13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.
- 13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

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

14.0 The Micro, Small and Medium Enterprises (MSME):

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

15.0 Price Validity

15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days from the due date of submission & subsequent corrigendum/amendment/extension of due date of submission. For awarded suppliers/contractors, the prices shall remain valid and firm till contract completion.

16.0 Performance Guarantee

16.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 60 months from the date of last receipts at site/stores plus 3 months claim period.

16.02 Bank guarantee shall be drawn in favour of "BSES YAMUNA Power Ltd" as applicable. The performance Bank guarantee shall be in the format as specified by BYPL.

17.0 Forfeiture

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

18.0 Release

18.01 All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 16.0) except for the case set forth in Clause 24.0.

19.0 Defects Liability Period/Guarantee/Warranty

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

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liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier.

- 19.02 If during the Defects Liability Period any GOODS are found to be defective, they shall be promptly replaced or rectified by BIDDER at its own cost (including the cost of dismantling and (reinstallation) on the instructions of BUYER and if removed from SITE for such purpose, shall be removed and re-delivered to SITE by BIDDER at its own cost.

20.0 Return, Replacement or Substitution.

- 20.01 BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may 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. BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective Date of Commencement of Contract:

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

22.0 Time – The Essence Of Contract

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

23.0 The Laws and Jurisdiction of Contract:

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

24.0 Events of Default

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

(a) Supplier fails or refuses to pay any amounts due under the Contract;

(b) Supplier fails or refuses to deliver Commodities conforming to this RFQ/specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof

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

25.0 Consequences of Default.

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

26.0 Penalty for Delay

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

27.0 VARIATION IN TAXES, DUTIES & LEVIES

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

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fresh notification(s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.

27.3 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall applied 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.

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

28.0 TAXES & DUTIES ON RAW MATERIALS & BOUGHT OUT COMPONENTS:

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

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

29.0 Force Majeure

29.01 General

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

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

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

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

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

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event

- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

29.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

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

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

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

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

30.0 Transfer And Sub-Letting

30.01 The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

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31.0 Recoveries

- 31.01 Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.

32.0 Waiver

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

33.0 Indemnification

- 33.01 Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

34.0 Problem Troubleshooting & Restoration In Warranty Period For A Particular Equipment:

- 34.01 a) Service Engineer Availability to Attend, Identify & Restore Defects (Minor) Of Equipments under Guarantee Period within 48 Working Hours (Exclusion of Material Support Cases)
b) Spare Material Delivery For Restoration Of Grid Equipment (Major Defect) Under Guarantee Period Within Two Weeks. Seller must keep Requisite Inventory of Critical Switchgear Spares & Other Equipment's Covered in Guarantee Period to Restore Equipment within Two Weeks.
c) In Case Of Complete Replacement of Equipment, Complete Equipment to Be Replaced Within a Period Of 4 Weeks.

35.00 DOCUMENTATION

- 35.01 The Bidder shall procure all equipment from BYPL approved sources as per attached specifications. The Bidder's shall submit 5 copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment. The Bidder's shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by BYPL Engineer in-charge.

36.0 Transit Insurance

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

37.0 Limitation of Liability

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

Except that this Clause shall not limit the liability of the Supplier:

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

38.0 Liability of Contractors

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

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

38.02 This limitation of liability shall not affect the Contractor's liability, if any, for damage to any third party, caused by the Contractor or any Person or firm acting on behalf of the Contractor in executing the Works.

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

38.04 Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Contractor from any of its liabilities or responsibilities arising in relation to or under the Contract.

39.0 Intellectual Property Rights and Royalties

39.01 The Contractor shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "Intellectual Property Rights") in respect of the Works, Contractor's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Contractor, the Contractor shall rectify, modify or replace, at its own cost, the Works, Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Contractor

shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.

- 39.02 The Contractor shall be promptly notified of any claim made against the Purchaser. The Contractor shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Contractor.
- 39.03 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know how, charts, information, etc., provided to the Contractor by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Contractor shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 39.04 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Contractor and/ or its third party licensors ("Contractor's IPR") shall continue to vest with the Contractor and/ or its third party licensors and the Contractor shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty free, non-exclusive license (along with the right to sub-license) to use and reproduce such Contractor's IPR for the use, operation, maintenance and repair of the Works.
- 39.05 If any patent, trademark, trade name, registered design or software is developed by the Contractor or its Subcontractor specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Contractor (or its Subcontractors) for any purpose other than with the prior written consent of the Purchaser.
- 39.06 If the Contractor uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Contractor shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.07 If any software is used by the Contractor for the execution of the Works over which the Contractor or a third party holds pre-existing title or other rights, the Contractor shall obtain for the Purchaser, a worldwide, royalty free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Acceptance:

- 40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.
- Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

- 40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.
- 40.03 Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties
- 40.04 We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values;
<https://www.bsesdelhi.com/web/bypl/about-bses>

GENERAL TERMS & CONDITIONS - ERRECTION, TESTING, & COMISSIONING

1. DEFINITIONS and INTERPRETATION:

The following terms shall have the following meanings:

- 1.1 "Company": means BSES Yamuna Power Ltd, a company incorporated under the Companies Act 1956 and having its office at BSES Yamuna Power Limited having its office at Shaktikiran Building, Karkardooma, Delhi -110032, which expression shall include its authorized representatives, agents, successors and assigns.
- 1.2 "Contractor": shall mean the successful Tenderer / vendor to whom the contract has been awarded
- 1.3 "Rate": The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the work order and are not subject to escalation for any reason whatsoever.
- 1.4 CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by you and description of work as detailed in Annexure-I enclosed herewith and all such particulars mentioned directly/referred to or implied as such in the contract.
- 1.5 SITE: The terms "Site" shall mean the working location in BYPL area. Under this tender, working location shall be as mentioned elsewhere.
- 1.6 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

- 2.1 The contractor is deemed to have visited the site of the work and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3. LANGUAGE AND MEASUREMENT:

- 3.1 The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.
- 3.2 Metric System shall be followed for all dimension, units etc.

4. SCOPE OF WORK:

- 4.1 The scope of work under this contract shall include the Survey, Designing, manufacturing, inspection & testing, dispatches, loading, unloading, storage at site, erection & installation,

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testing of the installation, commissioning, handing over to the purchaser (Refer VOLUME – III SCOPE OF WORK & TECHNICAL SPECIFICATION).

- 4.2 A Separate order will be placed for supply & ETC which inter-alia includes the Scope of Work as mentioned/required for satisfactory operation of the Scheme shall be in Bidder's scope. Bidder(s) must provide goods and services that conform to these specifications for the entire term of the agreement.
- 4.3 All the labour, cranes, tool and tackles, and technical supervision etc. are including in your scope of work. Adequate number of engineers, supervisors and labours shall be posted at site and the list of the same along with certificate of Qualification of technical staff should be submitted by the Contractor to the Engineer In Charge for checking the adequacy immediately (within seven days) after award of contract.
- 4.4 All loading/unloading, of materials at work-site shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in your scope.
- 4.5 The scope shall also include installation, transportation, loading & unloading of free-issued materials if any and transportation of scrap (generated at Site), balance free-issued material, dismantled material from site to BYPL store including loading & unloading and no additional charges shall be paid against these activities.
- 4.6 After completion of E/T/C work, contractor has to obtain Electrical Inspector/BYPL's clearance certificate of the electrical installation.

5. **RATES:**

- 5.1 The rates finalized for this order shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.
- 5.2 The cost of insurance during loading/unloading of materials/ equipments during its storage and handling/erection at site for installation is included in the contractor's scope and value is included in the unit rates finalized.

6. **TAXES AND DUTIES:**

- 6.1 Prices are inclusive of all taxes and duties including labour cess and GST as applicable. However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). The total order value shall remain **FIRM** and shall only be adjusted on account of any variations in Statutory Taxes, duties and Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period.

7. **BILL SUBMISSION PROCEDURE:**

- 7.1 All bills shall be submitted to the Engineer In charge for certification. Bills shall be complete in all respect including ESI / HR compliance, Quality compliance, HSE compliance, Store compliance, Finance compliance etc. An established procedure is followed at site. Incomplete bills / invoices will not be considered for processing payments.

8. **TERMS OF PAYMENT:**

- 8.1. 100% of ETC payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work

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completion certificate at our office. The work completion certificate shall be issued by Engineer-In-Charge by certifying that the work has been completed to full satisfaction.

- 8.2 Company shall make payments of the bills by electronic transfer directly to Contractor's designated bank account.

9. WORK COMPLETION PERIOD:

- 9.1 Within 30 days from the date of issue or order / intimation of site.

10. CLEANLINESS & PRECAUTIONS INSTRUCTIONS:

- 10.1 All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, Bidder shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, Purchaser shall get the same done at Bidder's risk and costs.
- 10.2 While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc. Bidder shall adhere to below mentioned guidelines.
- i. No construction material/ debris shall be stored on metalled road.
 - ii. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
 - iii. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
 - iv. Bidder shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
 - v. Over loading of vehicles shall be strictly prohibited
 - vi. The construction material at site shall be stored under wet and covered condition.
 - vii. The dumping sites for temporarily storing the excavated earth shall be properly leveled, watered and rehabilitated by plantation to avoid flying of dust.
 - viii. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
 - ix. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
 - x. Wet jet in grinding and stone cutting is being permitted at site.
 - xi. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
 - xii. Bidder shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under contract.
 - xiii. Bidder shall comply the provisions of The Delhi Preservation of Trees Act 1994.
- 10.3 Bidder shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Bidder shall be liable for the penalties / other action by the authorities, Bidder shall indemnify BYPL/its employees/officers/directors from all liabilities on this account.
- 10.4 Guidelines regarding inspection & maintenance of PITS/DUGS while doing work at site in BYPL Area. The contractor shall ensure strict compliance of the following directions:
- i. The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
 - ii. Schedule and protocols of inspections and maintenance shall be drawn up and notified to BYPL.

- iii. These sites shall be cordoned off to render them inaccessible to the public.
- iv. The existence of these sites shall be clearly & visibly marked by the display of signboards/ signages.
- v. If they are required to be covered, it shall be ensured that the covers are in place.
- vi. If required, as per law, prior permission from authorities shall be secured before the commencement of work.
- vii. Bidder shall follow all law of the land and prevailing borders issued by various Govt departments like Dept of Power / DERC /NGT/ Dept of forest /Dept of environment/DPCB/Court Orders etc.

11. COMMISSIONING & ACCEPTANCE TEST:

- 11.1 After completion of the work, the Contractor shall conduct trial run/ operation in the presence of Engineer In charge. During such trial run the system shall be operated under the supervision of the Contractor. If any rectification/modification required during this period the Contractor shall do all necessary measures.
- 11.2 On satisfactory completion of above, the system shall be deemed to have energized and placed in commercial operation. The Engineer In Charge will issue an acceptance certificate.

12. WORK COMPLETION CERTIFICATION, HANDING OVER:

- 12.1 The work carried out by the Contractor under this order has to be certified by Engineer In-charge for satisfactory completion of work allotted to the contractor with respect to specifications / Field Quality Procedures as per applicable standards. In case of modification/correction to be carried out, contractor shall carry out the said modifications/correction without additional cost. The Contractor shall remain in close contact with Engineer In-Charge at site to report the general findings of the fieldwork during the initial as well as later stage of the work at site.

13. PENALTY AND LIQUIDATED DAMAGES:

- 13.1 Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness.
- 13.2 Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages.
- 13.3 If the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1% of the basic order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of basic order value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.
- 13.4 Engineer In charge should specifically mention the amount of LD levied on the bill of contractor.

14. SAFETY CODE:

- 14.1 The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.
- 14.2 The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

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- 14.3 The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 14.4 The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 14.5 In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

15. STATUTORY OBLIGATIONS:

- 15.1 The Contractor shall take all steps as may be necessary to comply with various Acts, Rules, including but not limited to The Child Labour (Prohibition & Regulation) Act, 1986, The Contract Labour (Regulation & Abolition) Act, 1970. The Employees Pension scheme, The Employees Provident Funds and miscellaneous provisions Act, 1952, The Employees state Insurance Act, 1948, The Equal Remuneration Act, The Industrial Dispute Act, 1947, The Maternity Benefit Act, 1961, The Minimum Wages Act, 1948, The payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Payment of wages Act, 1936, The Shops & Establishment Act, The Workmen's Compensation Act, 1923, Building and Other Construction Workers (Employment and Regulations) Act 1996, Building and Other Construction Workers (Cess) Act 1996, The Employers Liability Act, 1938, Indian Electricity Act, 2003 and Indian Electricity Rules, VAT and Service tax etc., and all other applicable laws as amended and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour. Broadly, the compliance shall be as detailed below, but not limited to:

- a) An Electrical license.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) Sales Tax registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970.
- i) Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules, 2002(B.O.C.W.)

(Bidder responsible for execution of the job should obtain a copy of Labour License before start of the work by the contractor.)

- 15.2 The Contractor must follow:

- a) Third party Insurance Policy before start of work.
- b) To follow Minimum Wages Act prevailing in the state.
- c) The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
- d) To maintain Wage- cum - Attendance Register.

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- e) To maintain First Aid Box at Site.
- f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- g) Workman Compensation Policy. {If applicable}.
- h) Labour license before start of work. {If applicable}.

15.3 Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

16. WORKMAN COMPENSATION:

16.1 The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the Contractor, the Contractor shall certify for the same.

16.2 The contractor shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the contractor/sub-contractor/sub-agent in carrying out the job involved under this work order and against costs and expenses, if any, incurred by the company in connection therewith and without prejudice to make any recovery.

16.3 The company shall be entitled to deduct from any money due to or to become due to the Contractor, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provisions of this clause.

17. STAFF AND WORKMAN:

(I) It shall be responsibility of contractor:

- (a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the company. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.
- (b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers, namely.

- (a) Register of workmen.
- (b) Register of muster roll.
- (c) Register of overtime.
- (d) Register of wages.
- (e) Any other register as per latest amendment Labour Act.

(III) To disburse monthly wages to your workers/ supervisors in time and in the presence of Company representatives or as directed by the Labour authorities.

- (IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.
- (V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- Compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.
- (VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.
- (VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the our Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

18. THIRD PARTY INSURANCE:

- 18.1 Before commencing the execution of the work the Bidder shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at Bidder's own cost.

19 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

- 19.1 Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:
- Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
 - Comply with the procedures provided in the interests of Environment, Health and Safety.
 - Ensure that all of their employees designated to work are properly trained and competent.
 - Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions.
 - Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work.
 - Provide details of any hazardous substances to be brought onsite.
 - Ensure that a responsible person accompanies any of their visitors to site.

All contractor's staff are accountable for the following:

- Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed.
- Keep tools in good condition.
- Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
- Develop a concern for safety for themselves and for others.
- Prohibit horseplay.

6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

20. TEST CERTIFICATE & QUALITY ASSURANCE:

- 20.1 The Contractor shall procure all equipment from genuine sources as approved by the Company and as per Company specifications. The Contractor shall submit all the test certificates and joint inspection reports related to major equipment wherever applicable. The contractor shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by company / Engineer in-charge.

21. SUB-CONTRACTING / SUBLETTING:

- 21.1 CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.
- 21.2 In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall, if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.
- 21.2 Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

22. INDEMNITY:

- 22.1 Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:
- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
 - b) Any act or omission of contractor or its employees or agents.
 - c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.
- 22.2 Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including he employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.
- 23. EVENTS OF DEFAULTS:**
- 23.1 COMPANY may, without prejudice to any of its other rights or remedies under the Work Order or in law, terminate the whole or any part of this Work Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the works with due diligence or commits a breach of any of the provisions of this work order including but not limited to any of the following cases.
- a) Failing to complete execution of work within the terms specified in this work order.

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- b) Failing to complete works in accordance with the approved schedule of works.
- c) Failing to meet requirements of specifications, drawings, and designs as approved by COMPANY.
- d) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the works.
- e) Failing to comply with any of the terms or conditions of this work order.

23.2 In the event COMPANY terminates this work order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right COMPANY may have under this work order or in law including without limitation the right to penalize for delay under clause 15.0 of this work order, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Work.

24. RISK & COST:

24.1 If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall get cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

25. ARBITRATION:

25.1 To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this LOA. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as presiding arbitrator before entering upon the reference in the event of a difference between the two arbitrators and the award of the said presiding arbitrator in such a contingency shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be in the city of New Delhi only.

26. FORCE MAJEURE:

26.1 General:

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

(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

(ii) 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 parties ability to perform its obligations under this Contract and to mitigate the consequences thereof. 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; and

(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

26.2 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: The following events and circumstances:

(i) 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, and

(ii) Explosions or fires

(iii) Declaration of the Site as war zone

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

26.3 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 2 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.

26.4 Mitigation of events of force majeure:

The Contractor 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 applying other ways in which to perform 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 Company 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.

26.5 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 Contract. 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.

26.6 Terminations for certain events of force majeure:

26.7 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 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

27. SECRECY CLAUSE:

27.1 The technical information, drawing and other related documents forming part of work order and the information obtained during the course of investigation under this work order shall be the Company's executive property and shall not be used for any other purpose except for the execution of the work order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/ or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this work order. This technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Bidder during the executions of this work order, if any, immediately after they have been used for agreed purpose.

27.2 In the event of any breach of this provision, the Bidder shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

28. TERMINATION:

28.1 During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor.

29. QUALITY:

29.1 Contractor shall ensure that strict quality is maintained and execution of works under this Work Order and Works are executed in conformity with the Specification.

29.2 All tools, tackles, instruments and other equipments used in the execution of the Works shall be duly calibrated as required and Contractor shall maintain proper records of such tools, tackles, instruments and / or equipment.

30. INSURANCE POLICY FOR LIFE COVER:

30.1 Before commencing the execution of the work the CONTRACTOR shall take Life insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY.

30.2 The policy shall have coverage of Rs 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be in contractor scope. The policy document shall be submitted before commencement of the work by the contractor.

31. MEASURES RELATED TO THE TREE PRUNING, EXCAVATION NEAR TREE AND CONSTRUCTION & DEMOLITION:

- 31.1 Notwithstanding anything stated in the tender document, work contract or any other communication issued related to the performance of the work order awarded, it is clarified that the vendor and its associate/employees/worker, during the performance of work under this tender, shall ensure full compliance of the provisions of all environment laws/rules/directions by any authority including judicial authority/ regulation related to excavation near tree and construction & demolition activity, and shall mandatorily comply the following instructions:

A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:

- 1) No excavation work shall be done within two (2) meters of the Tree Trunk.
- 2) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.
- 3) For any excavation to be carried out beyond the **prescribed distance of 2 meters but within 3 meter** from the tree trunk, **manual methods (by use of hand)** or by using trenchless techniques shall be preferred over use of a mechanical excavation.
- 4) No roots shall be cut during the excavation work.
- 5) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
- 6) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
- 7) No concrete or construction or repairing work shall be done at least within two (2) meter radius of the trunk of trees.
- 8) All the electric wires and high tension cables and other apparatus relating to supply of electricity shall permanently be removed from the trees branches.

Records to be maintained by the supervisor to demonstrate adherence to the guidelines for excavation in Proximity to the Trees:

- 1) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
 - 2) While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.
- If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:

- 1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- 2) Installation of Anti Smog Gun(s) (for >20,000 m2 built up area).
- 3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- 4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.

- 5) All vehicles carrying construction material and construction debris should be fully covered and protected.
- 6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- 7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
- 8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
- 9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
- 10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m² built up area).
- 11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- 12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- 13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
- 15) Ensure the compliance of all dust control measure.

It is clarified that BYPL has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the vendor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BYPL shall be free to take all actions against vendor for such breach of contract including the termination of the said contract. Additionally, the vendor shall also be liable to indemnify BYPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.

The vendor shall also be under a mandate to provide an Undertaking to BYPL, which includes that the excavation, tree pruning, construction and demolition work, if performed by such vendor, the same shall be in strict adherence of all environment laws/rules/directions by any authority including judicial authority/ regulation and all the measures provided in work order/tender under the head/title "**Measures related to the Tree Pruning, excavation near tree and construction & demolition**".

32. **ACCEPTANCE:**

- 32.1 Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Bidder's and Company's contractual obligation are strictly limited to the terms set out in the work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties.
- 32.2 However, during the course of the execution of the work order, if at any time the Company's representative observe and form an opinion that the work under the work order is not being

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performed in accordance with the terms of this work order, the company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Bidder.

32.3 We request you to please sign the duplicate copy of this work order as a token of your acceptance and return to us.

QUANTITY AND DELIVERY REQUIREMENTS

SN	Description	Specification	Total Qty.	Tentative project completion schedule	Destination
1	SUPPLY, ERECTION, TESTING, & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS) AT VARIOUS GRIDS	SP-NIFP-36-R0	5 Nos	Project to be completed within 03 Months from the LOI/PO/WO date (including Supply & ETC).	Various BYPL grids.

APPENDIX II

ANNEXURE – 2.01

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

This Guarantee made at _____ this [____] day of [____] 20XX

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

APPENDIX II NIT NO: CMC/BY/25-26/RS/SKS/MD/8 (RFx no: 2200000131)	Page 1 of 6	Bidders seal & signature
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raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganisation, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (*insert an amount equal to ten percent (10%) of the Contract Value*) and this Guarantee shall be valid and enforceable and expire on _____ (*pl. specify date*) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
15. Owner may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

BYPL BANK DETAIL WITH IFSC CODE:

1. Name of the Bank: State Bank of India
2. Branch Name & Full Address: Industrial Finance branch New Delhi, 14-15 Floor,
Jawahar vyapar bhawan1, Tolstoy Marg, New Delhi 110001
3. Branch Code: 09601
4. Bank Account No: 10277791808
5. IFSC Code: SBIN0009601

BSES

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

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

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES YAMUNA POWER LTD vide invoice no.....

DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

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

Vendors Name & Signature

UNDERTAKING GST

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

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

COMMERCIAL TERMS AND CONDITIONS SUMMARY

S N	PARTICULARS	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	120 days from the date of submission of bid	
2	Price basis	"Firm" , FOR Delhi store basis. Prices shall be inclusive of all taxes & duties, freight upto Delhi stores.	
3	Unloading	Unloading at stores shall be in vendor's scope	
4	Transit insurance	Transit insurance in Bidders scope	
5	Payment terms	<p>Supply:- Part 1) 90% of basic value with 100% taxes and duties shall be payable against R/A bills for supply of equipment and materials within 45 days against receipt & acceptance of material at site and submission of documents duly certified by BYPL Project-in-charge. Part 2) Balance 10% of basic value (supply) shall be paid within 45 days on completion of successful acceptance testing, commissioning and handing over of complete systems duly certified by BYPL Engineer-in-Charge Services:- 100% payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work completion certificate at our office.</p>	
6	Project Schedule	Delivery shall be completed within 03 Months from the LOI/PO date or completion as per the schedule provided by BYPL. ITC shall be completed within 30 days from the date of issue or order / intimation of site.	
7	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
8	Penalty for delay	<p>Supply:- 1% per week of delay of the basic value (ex-works value) of undelivered units or part thereof subject to maximum of 10% of total basic value (ex-works value) of undelivered units. Services:- 1% of the Total order value (without GST) for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of Total order value (without GST).</p>	
9	Performance Bank Guarantee	10% of the PO value (including GST) valid for a period of 60 months from the date of last receipts at site/stores plus 3 months claim period.	

VOLUME – II

PRICE BID FORMAT

PRICE BID FORMAT NIT NO: CMC/BY/25-26/RS/SKS/MD/8 (RFx no: 2200000131)	Page 1 of 3	Bidders seal & signature
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GRAND SUMMARY**ALL PRICES IN INR (Rs)**

Item Name/Work	Total Supply Price Landed (A)	Total ETC price Landed (B)	Total Cost (C=A+B)
SUPPLY, ERECTION, TESTING, & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS) AT VARIOUS GRIDS.			

NOTE: Cost of all tests as per technical specification is to be included. No separate/extra charges will be paid.

The Un-priced bid should be marked as **"Quoted"** and to be submitted with Part – A

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

Date:

Bidders Name:

Place:

Bidders Address:

Signature: Designation:

Printed Name: Common Seal:

PRICE FORMAT – SUPPLY

ALL PRICES IN INR (Rs)

S No.	DESCRIPTION OF GOODS	UOM	QTY	UNIT BASIC PRICE INCL FREIGHT(Rs)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (Rs)		UNIT LANDED COST(Rs)	TOTAL LANDED COST (Rs)
			(A)	(B)	(C)	(D = B+C)	(E = DXA)	
1	Supply of Nitrogen Injection Fire Protection System (NIFPS). (Refer Volume – III Scope of work & Technical specification).	Nos	5					
GRAND TOTAL LANDED COST								
In words								

PRICE FORMAT – E/T/C

ALL PRICES IN INR (Rs)

S No.	DESCRIPTION OF SERVICE (ETC)	UOM	QTY	UNIT BASIC PRICE (Rs)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (Rs)		UNIT LANDED COST(Rs)	TOTAL LANDED COST (Rs)
			(A)	(B)	(C)	(D = B+C)	(E = DXA)	
1	Erection, testing, & commissioning of Nitrogen Injection Fire Protection System (NIFPS) including civil work (Refer Volume – III Scope of work & Technical specification).	Nos	5					
2	Transportation of NIFPS from stores to site may also be furnished in case the site is not ready (i.e. Loading, Transportation & Unloading)	Trip	5					
GRAND TOTAL LANDED COST								
In words								

VOLUME – III

**SCOPE OF WORK &
TECHNICAL SPECIFICATION**

SCOPE OF SUPPLY

SN	Description
1	Supply, Erection, Testing and commissioning of Equipments related to NIFP System including civil work as mentioned in the scope work
2	Complete civil work which will be required for Installation of NIFPS oil pit for the storage of oil coming out from the transformer. NIFPS pit storage capacity should be 2KL (Min) of oil
3	Plinth foundation for Fire extinguishing cubicle (FEC)
4	Fire wall for fire extinguishing cubicle (FEC) to be provided. Firewall (minimum 2 hrs fire withstand capacity) will be provided around FEC with the height of 600 mm from the top of FEC to protect it from fire of the transformer.
5	Fire wall cutout hole and sealing of fire wall if required for drain pipe and nitrogen pipes crossing are also in the scope of bidder.
6	Supporting of oil drain pipe and nitrogen injection pipes
7	NIFPS pipes earthing, bonding at joints for earthing continuity. Earthing of each equipment with 2 no's of GI earth flat 50X6 mm and connect to the nearest earth riser.
8	SCADA integration of NIFPS system (Including required communication cables like Mobus/Hard wiring/RJ cable from the NIFPS control box upto RTU panels is in the scope of bidder)
9	Marking/ Painting of Transformer Number on NIFPS Skid & Control Panel.

SCOPE DEMARCATION

SN	Head	BYPL	Bidder	Remarks
1	Permit to work request to BYPL authority	x	✓	Permit Should be applied to Engineer Incharge prior to work through proper procedure
2	Permit to work issuance from BYPL authority	x	✓	
3	Permit issuing agency for Works inside BYPL Premises	✓	x	Permit Should be applied to Engineer In charge prior to start of work. Only one Transformer Shutdown will be given at a time at one Grid, by BYPL, during Non-Peak Hours only. All necessary preparation works to be made, in order to minimize the Shutdown Time
4	Testing Equipments	x	✓	
5	Construction Power and Construction Water	x	✓	Although existing BYPL Power and water may be used if available on chargeable basis
6	Safety and Security of Manpower (Labour, Engineers, Supervisors etc)	x	✓	Safety should be ensured as per standards
7	Various Tools and Tackles related to Job	x	✓	
8	Loading, Unloading and Transportation of Material	x	✓	It includes transportation of dismantled equipment to BYPL store in stacked manner.
9	Cleanliness around work premises, Cleaning of Scrap/ Debris, etc.	x	✓	

10	Drawing/Document Submission	x	✓	
11	Drawing/Document Approval	✓	x	
12	Security and Safety of material until handover	x	✓	
13	Various Machines e.g. Crane, Hydra, JCB etc to complete the Job	x	✓	
14	Maintenance of Equipments Until Handover to Engineer Incharge and EHV O&M	x	✓	
15	Electrical Inspector Clearance	x	✓	Only statutory fees will be borne by BYPL if applicable
16	Temporary office near work premises	x	✓	
17	Yard aesthetics at work place should be maintained at the time and after the completion of Work	x	✓	Disposal of Scrap/Debris etc from site and complete cleaning of working area till handover
18	Power Supply (AC& DC) required for NIFPS, to be taken from the existing Panels.	x	✓	Power source Point will be shown by BYPL.
19	Any damages to the Existing Equipment, etc , shall be repaired/ replaced	x	✓	
20	As-Built Drawings (both Soft & Hard copies) shall be submitted by vendor.	x	✓	
21	Clearance certificate	x	✓	Clearance Certificate shall be taken from BYPL Departments (Quality, Safety, Protection, O&M, SCADA, EHV, Civil, etc) before Final Charging of the Systems. Any Site Observations/ Punch points, observed during execution, shall be attended.
22	Various compliances pertaining to Job	x	✓	Latest IE rules, CEA Regulations

**Technical Specification
For
Nitrogen Injection Fire Protection System**

Specification No. SP-NIFP-36-R0

PREPARED BY	REVIEWED BY	APPROVED BY	REV	0
Minita Kumari	Gaurav sharma	Devender Sharma	DATE	07/02/2014
<i>Minita</i> 07/02/14	<i>Gaurav</i>	<i>Devender</i>	PAGE	Page 1 of 12

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Record of Revision

Clause No.	Change in Specification	Approved by	Rev

1.0.0 SCOPE OF SUPPLY AND WORK

1.1.0 Design, manufacture, testing of the assembled system at manufacturer's works before dispatch, packing and supply at site, erection and commissioning of the Nitrogen Injection Fire Protection system

1.2.0 Any modifications if required for installation of Nitrogen Injection Fire Protection system on existing power transformer of various rating ranging from 10MVA to 25MVA shall be in scope of bidder. All material, tools, tackles, hardware, testing equipments and manpower required for the modification shall be in scope of bidder except for any type of civil work like fire wall, soak pit etc. Bidder if feels shall conduct physical survey of the power transformer to check feasibility and quantum of work involved.

2.0.0 INTRODUCTION

Nitrogen Injection Fire Protection System (NIFPS) shall use nitrogen as fire quenching medium. The protective system shall prevent transformer/Reactor oil tank explosion and possible fire in case of internal faults. In the event of fire by external causes such as bushing fire, OLTC fires, fire from surrounding equipment etc, it shall act as a fast and effective fire fighter without any manual intervention. It shall accomplish its role as fire preventer and extinguisher without employing water and / or carbon dioxide. Fire shall be extinguished within 3 minutes (Maximum) of system activation and within 30 seconds (maximum) of commencement of nitrogen injection.

3.0.0 APPLICABLE CODES AND STANDARDS

The design and installation of the complete fire protection system shall comply with the latest applicable Indian standards

- a) IS 10028 (Part II)** : Code of practice for selection, installation, and maintenance of transformer
- b) Tariff Advisory Committee** : Regulations for the electrical equipment of buildings
- c) National fire Codes 1993 of National Fire Protection Association (NFPA) USA**
- d) Central Electricity Authority, The Gazette of India, Extraordinary 2010** : Safety provisions for electrical installations and apparatus of voltage exceeding 650V

4.0.0 ACTIVATION OF THE FIRE PROTECTIVE SYSTEM

Mal-functioning of fire prevention/ extinguishing system could lead to interruption in power supply. The supplier shall ensure that the probability of chances of malfunctioning of the fire protective system is practically zero. To achieve this objective, the supplier shall plan out his scheme of activating signals which should not be too complicated to make the fire protective system inoperative in case of actual need and should not be dependent on auxiliary power source. The system shall be provided with automatic control for fire prevention and fire extinction without any manual intervention. Besides automatic control, remote electrical push button control at Control box and local manual control in the fire extinguishing cubicle shall also be provided. The following electrical-signals shall be required for activating the fire protective system under prevention mode / fire extinguishing mode.

4.1.0 Auto Mode

4.1.1 For prevention of fire :

Differential relay operation + Buchholz relay paralleled with pressure relief valve or

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM

RPRR (Rapid Pressure Rise Relay) + Tripping of all or one circuit breakers (on HV & LV/IV side) associated with transformer / reactor is the pre-requisite for activation of system. The system shall have sufficient Input modules.

4.1.2 For extinguishing fire :

Fire detector + Buchholz relay paralleled with pressure relief valve (PRV) or sudden pressure relay (SPR) + tripping of all circuit breakers (on HV & LV/IV side) associated with transformer / reactor is the pre-requisite for activation of system.

4.2.0 Manual Mode (Local / Remote electrical)

Tripping of all circuit breakers (on HV & LV/IV side) associated with transformer/reactor is the pre-requisite for activation of system.

4.3.0 Manual Mode (Mechanical)

Tripping of all circuit breakers (on HV & LV/IV side) associated with transformer / reactor is the pre-requisite for activation of system.

The system shall be designed to be operated manually in case of failure of power supply to fire protection system.

5.0.0 GENERAL DESCRIPTION

Nitrogen injection fire protection system should be a dedicated system for each oil filled transformer / reactor. It should have a Fire Extinguishing Cubicle (FEC) placed on a plinth at 5-7m away (as per statutory requirement) from transformer / reactor or placed next to the fire wall if fire wall exists. The FEC shall be connected to the top of transformer / reactor oil tank for depressurization of tank and to the oil pit as per Indian standard and CBIP from its bottom through oil pipes. The fire extinguishing cubicle should house a pressurized nitrogen cylinder(s) which is connected to the oil tank of transformer/reactor oil tank at bottom. The Transformer Conservator Isolation Valve (TCIV) is fitted between the conservator tank and Buchholz relay.

Cable connections are to be provided from signal box to the control box in the control room, control box to fire extinguishing cubicle, TCIV to signal box and any other wiring to ensure proper functioning of the fire protection system. Fire detectors placed on the top of transformer/reactor tank are to be connected in parallel to the signal box by Fire survival cables. Control box is also to be connected to relay panel in control room for receiving system activation signals. All panel or control equipments shall be fire proof so as to ensure that they do not fail themselves in event of fire.

6.0.0 OPERATION

On receipt of all activating signals, the system shall drain pre-determined volume of hot oil from the top of tank (i.e top oil layer), through outlet valve, to reduce tank pressure by removing top oil and simultaneously injecting nitrogen gas at high pressure for stirring the oil at pre-fixed rate and thus bringing the temperature of top oil layer down. Transformer conservator isolation valve blocks the flow of oil from conservator tank in case of tank rupture / explosion or bushing bursting. Nitrogen occupies the space created by oil drained out and acts as an insulating layer over oil in the tank and thus preventing aggravation of fire.

7.0.0 SYSTEM COMPONENTS

Nitrogen injection fire protection system shall broadly consist of the following

components. However, all other components which are necessary for fast reliable and effective working of the fire protective system shall be deemed to be included in the scope of supply.

7.1.0 Fire Extinguishing Cubicle (FEC)

The FEC shall be made of CRCA sheet of 3 mm (minimum) thick complete with the base frame, painted inside and outside with post office red colour (shade 538 of IS-5). It shall have hinged split doors fitted with high quality tamper proof lock. The degree of protection shall be IP55. The following items shall be provided in the FEC.

- a. Nitrogen gas cylinder with regulator and falling pressure electrical contact manometer
- b. Oil drain pipe with mechanical quick drain valve.
- c. Control equipment for draining of oil of pre-determined volume and injecting regulated volume of nitrogen gas
- d. Pressure monitoring switch for back-up protection for nitrogen release
- e. Limit switches for monitoring of the system
- f. Butterfly valve with flanges on the top of panel for connecting oil drain pipe and nitrogen injection pipes for transformer/reactors
- g. Panel lighting (CFL Type)
- h. Oil drain pipe extension of suitable sizes for connecting pipes to oil pit.

7.2.0 Control box

Control box is to be placed in the control room for monitoring system operation, automatic control and remote operation. Control supply will be 50/220VDC (15% tolerance) based on site requirement. The following alarms, indications, switches, push buttons, audio signal etc. shall be provided.

- a. System on
- b. TCIV open
- c. Oil drain valve closed
- d. Gas inlet valve closed
- e. TCIV closed*
- f. Fire detector trip *
- g. Buchholz relay trip
- h. Oil drain valve open*
- i. Extinction in progress *
- j. Cylinder pressure low *
- k. Differential relay trip
- l. PRV / SPR trip
- m. Master relay of Transformer/reactor trip
- n. System out of service *
- o. Fault in cable connecting fault fire detector
- p. Fault in cable connecting differential relay
- q. Fault in cable connecting Buchholz relay
- r. Fault in cable connecting PRV / SPR
- s. Fault in cable connecting transformer /reactor trip
- t. Fault in cable connecting TCIV
- u. Auto/ Manual / Off

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM

- v. Extinction release on / off
- w. Lamp test
- x. Visual/ Audio alarm*
- y. Visual/ Audio alarm for DC supply fail *

Suitable provision shall be made in the control box, for monitoring of the system from remote substation using the substation automation system.

7.3.0 Transformer Conservator Isolation Valve

Transformer conservator isolation valve (TCIV) to be fitted in the conservator pipe line, between conservator and buchholz relay which shall operate for isolating the conservator during abnormal flow of oil due to rupture / explosion of tank or bursting of bushing. The valve shall not isolate conservator during normal flow of oil during filtration or filling or refilling, locking plates to be provided with handle for pad locking. It shall have proximity switch for remote alarm and indication glass window for visual inspection for physical checking of the status of valve.

The TCIV should be of the best quality as malfunctioning of TCIV could lead to serious consequence. The closing of TCIV means stoppage of breathing of transformer/reactor. Fire survival cable connecting TCIV shall be terminated in transformer marshalling box.

7.4.0 Fire detectors

The system shall be complete with adequate number of fire detectors (quartz bulb) fitted on the top cover of the transformer / reactor oil tank. The system generates signal after sensing higher temperature. The placing of fire detectors and numbers shall be designed and finalized by bidder as per requirement.

7.5.0 Signal box

It shall be mounted away from transformer / reactor main tank, preferably near the transformer marshalling box, for terminating cable connections from TCIV & fire detectors and for further connection to the control box. The degree of protection shall be IP55.

7.6.0 Cables

Fire survival cables (capable to withstand 750° C.) of 4 core x 1.5 sq. mm size for connection of fire detectors in parallel shall be used. The fire survival cable shall conform to BS 7629-1, BS 8434-1, BS 7629-1 and BS 5839-1, BS EN 50267-2-1 or relevant Indian standards.

Fire Retardant Low Smoke (FRLS) cable of 12 core x 1.5 sq. mm size shall be used for connection of signal box / marshalling box near transformer/reactor and FEC mounted near transformer/reactor with control box mounted in control room.

Fire Retardant Low Smoke (FRLS) cable of 4 core x 1.5 sq. mm size shall be used for connection between control box to DC and AC supply source, fire extinguishing cubicle to AC supply source, signal box/ marshalling box to transformer conservator isolation valve connection on transformer/reactor.

7.7.0 Pipes

Heavy duty pipe connecting the transformer/reactor tank for oil drain, and for nitrogen injection shall be provided. Pipes connecting oil tank laid underground, shall be preferably be used for interconnection. Pipes, complete with connections, flanges, bends and tees etc. shall be supplied along with the system.

7.8.0 Other items

- 7.8.1 Oil drain and nitrogen injection openings with gate valves on transformer / reactor tank at suitable locations.
- 7.8.2 Flanges with dummy piece in conservator pipe between Buchholz relay and conservator Tank for fixing TCIV.
- 7.8.3 Fire detector brackets on transformer / reactor tank top cover.
- 7.8.4 Spare potential free contacts for activating the system i.e. in differential relay, Buchholz relay, Pressure Relief Device / RPRR, Circuit Breaker of transformer/reactor
- 7.8.5 Pipe connections between transformer / reactor and FEC and between FEC and oil pit required for collecting top oil.
- 7.8.6 Cabling for fire detectors mounted on transformer /reactor top cover
- 7.8.7 Inter cabling between signal box, control box and Fire Extinguishing Cubicle (FEC).

All external cables from / to the system i.e. signal box to control box and control box to FEC shall be provided by the purchaser. All internal cables within the system i.e. between detectors / signal box / marshalling box / FEC / TCIV shall be in the scope of NIFPS supplier.

- 7.8.8 Butterfly valves /Gate valves on oil drain pipe and nitrogen injection pipe which should be able to withstand full vacuum.
- 7.8.9 Supports, signal box etc. which are to be painted with enamelled paint.

The doors, removable covers and panels shall be gasketed all round with neoprene gaskets.

8.0.0 MANDATORY SPARES

Cylinder filled with Nitrogen of required capacity per substation	1 No.
Fire Detectors per transformer	3 No's.
Regulator assembly per sub-station	1 No.

9.0.0 TESTS

Reports of all type test conducted as per relevant IS/IEC standards in respect of various bought out items including test reports for degree of protection for FEC / control box / signal box shall be submitted by the supplier.

The supplier shall demonstrate the functional test associated with the following:

- Fire Extinguishing Cubicle, Control Box.
- Fire Detector.
- Transformer Conservator Isolation Valve

The performance test of the complete system shall be carried out after erection of the system with transformer at site.

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM**10.0.0 DOCUMENTS TO BE SUBMITTED****10.1.0 To be submitted along with offer**

- 10.1.1 General outline of the system.
- 10.1.2 Detailed write-up on operation of the offered protection system including maintenance and testing aspects / schedules.
- 10.1.3 Technical Data particulars (GTP), the format of which is attached in Annexure A of the specification
- 10.1.4 Data regarding previous supplies, date of commissioning, performance feedback etc.
- 10.1.5 Document related to Type test / proof of design as required by statutory body / electrical inspector

10.2.0 To be submitted after award of contract:

Detailed dimensional layout drawing of the system with complete bill of materials, clearances from ground and other live points, details of detectors, equipment layout drawings, detailed drawings pertaining to signal box, control box, FEC equipment, wiring and schemes, 4 sets of testing, commissioning, Operation and Maintenance manual along with soft copies (in CDs) shall be submitted by the supplier.

11.0.0 PACKING, SHIPPING, HANDLING & SITE SUPPORT

11.1.0	Packing Protection	The packing shall be fit to withstand rough handling during transit and storage at destination. The test set should be properly protected against corrosion, dampness & damage.
11.2.0	Packing for accessories and spares	Robust non-returnable packing case with all the above protection & identification Label. The bidder should get the packing list approved before dispatching the material.
11.3.0	Packing Identification Label	On each packing case, following details are required:
11.3.1	Individual serial number	
11.3.2	Purchaser's name	
11.3.3	PO number (along with SAP item code, if any) & date	
11.3.4	Equipment Tag no. (if any)	
11.3.5	Destination	
11.3.6	Manufacturer / Supplier's name	
11.3.7	Address of Manufacturer / Supplier / it's agent	
11.3.8	Description	
11.3.9	Country of origin	
11.3.10	Month & year of Manufacturing	
11.3.11	Case measurements	
11.3.12	Gross and net weight	
11.3.13	All necessary slinging and stacking instructions	
11.4.0	Shipping	The seller shall be responsible for all transit damage due to improper packing.
11.5.0	Handling and Storage	Manufacturer instruction shall be followed.

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM**11.6.0**

Detail handling & storage instruction sheet / manual to be furnished before commencement of supply.

12.0.0 DEVIATIONS

List of deviations shall be stated in writing with the tender by reference to the Specification clause / GTP/ Drawing. In absence of such a statement, requirements of the Specification shall be assumed to be met without exception by the bidder.

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM**ANNEXURE A : GENERAL TECHNICAL PARTICULARS (GTP)**

S No.	Description	Unit	Data by Purchaser	Data By Supplier
1.0	Name of Manufacturer and country of origin			
2.0	Reference standard			
3.0	Details of System equipments(Model name)			
4.0	Power Supply for control		220 / 50 V DC, variation -15 %, +15 %	
5.0	Power supply for service/lighting		230 AV AC variation +/- 10 %	
6.0	Fire Extinguishing cubicle(FEC)			
6.1	Dimension (LXBXH)mm	mmXmmXmm		
6.2	Weight	Kg		
6.3	Capacity of nitrogen cylinder	m ³		
6.4	Number of cylinders	nos.		
6.5	Pressure of nitrogen filling	Kg/cm ²		
6.6	Minimum distance of FEC from the transformer	m		
6.7	Method of mounting			
6.8	Whether the following items are provided in FEC. If so, furnish make, type and other details			
6.8.1	Contact Manometer			
6.8.2	Pressure Regulator			
6.8.3	Oil release unit			
6.8.4	Gas release unit			
6.8.5	Oil drain assembly			
6.8.6	Pressure switch : Back up for nitrogen release			
6.8.7	Limit switch: No. of contacts and spare contacts (NO & NC)			
6.9	Oil drain valve(above FEC)			
6.9.1	Make			
6.9.2	Type			
6.9.3	Size			
6.9.4	Type of metal			
6.10	Nitrogen injection valve (abve FEC)			
6.10.1	Make			
6.10.2	Type			
6.10.3	Size			

TECHNICAL SPECIFICATION FOR NITROGEN INJECTION FIRE PROTECTION SYSTEM

6.11	Oil drain pipe			
6.11.1	Size			
6.11.2	Length			
6.11.3	Number of openings in the transformer tank			
6.11.4	Material			
7.0	Control Box			
7.1	Dimension (LXBXH)	mm		
7.2	Weight	Kg		
7.3	Type & thickness of sheet steel			
7.4	Details of components provided in the control box			
7.5	Control voltage	V		
7.6	Method of mounting			
7.7	Whether audio and visual alarms provided?	Y/N		
8.0	Transformer Conservator isolation valve (TCIV)			
8.1	Make			
8.2	Type			
8.3	Location of installation			
8.4	Whether suitable for pipe of size 80mm dia (Yes/No)	Y/N		
8.5	Provision for glass window for inspection (Yes/No)	Y/N		
8.6	No. of contacts & spare contacts (NO & NC)	nos.		
8.7	Padlocking provision for service position (Yes/No)	Y/N		
8.8	Padlocking provision for filtration/filling/refilling position (Yes/No)	Y/N		
9.0	Fire Detectors			
9.1	Make			
9.2	Type			
9.3	Quantity required	nos.		
9.4	Method of fixing			
9.5	Effective heat sensing area	m ²		
9.6	Temperature recommended for effective heat sensing	°C		
9.7	Number of contacts NO/NC	nos.		
9.8	Necessity and condition of refilling			
10.0	Whether approved by tariff advisory Committee of India (Yes/No)	Y/N		