



Tender Notification for

AWARD OF WORK FOR REPAIRING AND SERVICING OF DAMAGED/FAILED OIL FILLED DISTRIBUTION TRANSFORMERS OF VARIOUS RATINGS AT BYPL'S WORKSHOP

NIT NO CMC/BY/22-23/RS/SvS/AS/12 Dt. 13.05.2022

Due Date for Submission of Tender: 02.06.2022, 1500HRS

Date and Time of opening: 03.06.2022, 1530HRS

Pre bid date: 23/05/2022 at 1400HRS

BSES YAMUNA POWER LIMITED

**Shakti Kiran Building, Karkardooma, New Delhi - 110032
Corporate Identification Number: U40109DL2001PLC111525
Telephone Number: +91 (011) 4124 7111/4124 7191**

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1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “AWARD OF WORK FOR REPAIRING AND SERVICING OF DAMAGED/FAILED OIL FILLED DISTRIBUTION TRANSFORMERS OF VARIOUS RATINGS AT BYPL’S WORKSHOP”.

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscripted as-

“AWARD OF WORK FOR REPAIRING AND SERVICING OF DAMAGED/FAILED OIL FILLED DISTRIBUTION TRANSFORMERS OF VARIOUS RATINGS AT BYPL’S WORKSHOP”.

BYPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.01).

Estimated cost of work	: Rs 3.5 Cr/-
Earnest money Deposit	: Rs 7 lakh /-
Cost of Tender form (Non- Refundable)	: Rs.1180/-
Duration of the Work	: 2 Year (from date of issue of order)
Tender documents on sale	: 13/05/2022 (working days)
Date & time of Submission of Tende	: 02/06/2022 till 1500 HRS
Date & time of opening of Tender (Opening of technical bid)	: 1530HRS on 03/06/2022

The tender document can be obtained from address given below against submission of non-refundable demand draft of Rs 1180 (including GST) drawn in favour of BSES Yamuna Power Ltd, payable at Delhi:

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Limited
III Floor, “A” Block, Shakti Kiran Building
KarkarDooma, New Delhi-110032

The tender papers will be issued on all working days up to the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website

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

1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.

1.2.3 Tender document consists of the following:

- Request for Quotation
- Instructions to Bidder
- General Terms & Conditions
- Estimated Tender Cost
- Tentative Pattern of Energy Meter Installation
- Price Format
- Bid Form
- Performa of Contract Performance Bank Guarantee
- Format for EMD Bank Guarantee
- Check List
- Vendor's Credentials

1.2.4 The Contract shall be governed by the documents listed in Para 1.2.3 above.

1.2.5 BSES Yamuna Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing Contract / Work orders. Tender will be summarily rejected if:

- If **Earnest Money Deposit (EMD)** of requisite amount as per clause 8.02 of section II, is not deposited in shape of Bank Draft/Pay Order/FDR/BG drawn in favor of **BSES Yamuna Power Ltd**, payable at Delhi.
- Tender document is downloaded from website and tender fee is not submitted.
- If Tender is received after due date and time.

1.2.6 It is compulsory for the bidder to quote for each part of Price Format.

1.2.7 Please note that abnormally higher or abnormally lower price bids from BYPL estimated cost may not be considered. BYPL decision in this regard shall be final & binding.

1.3 Qualifying Criteria: -

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

- (i) The bidder is an established manufacturer/repairer and must have supplied or repaired at-least 250 nos. per year Distribution transformers of assorted ratings up from 25 KVA Single Phase/three phase to 990 KVA transformers. in last 5 financial years for SEBs/ Govt. Department/ Reputed Public or Private Sector / Discoms. Bidders must have experience in operating testing facility for the DTs up to 990KVA. The Bidder shall attach the detail of transformers. Supplied/ repaired along with performance certificates.
- (ii) The bidder should enclose performance certificates in support of relevant experience.
- (iii) Bidder must provide proof of having average annual turnover of Rs.2 Cr. or above during the last three financial years (FY 19-20, 20-21 & 21-22).
- (iv) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs or more from any nationalized/ scheduled commercial bank. (Not older than 1st April 2022)
- (v) Bidder should have valid Registration No. of GST.
- (vi) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- (vii) Bidder should have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in Delhi region.
- (viii) Entities that have been debarred / blacklisted by any private/central/state government institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead. Vendors / Agencies who have been debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Note:

- a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.
- b) No joint ventures/ consortiums are allowed.

- c) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 19-20, FY 20-21& FY 21-22) audited financial statement.
 - ii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2022, herein collectively called as “Statutory dues” and there is no liability over the bidder relating to deposition of such statutory dues.
 - iii. Detail of Banker & Cash Credit limit
 - iv. Details of constitution of the company (Proprietary/ Partnership /Limited/ Pvt. Ltd. Along with details)
 - v. Memorandum & Articles of Association of the Company
 - vi. Organization Chart of the company
 - vii. Experience details with credentials
 - viii. No. of Employees detail
 - ix. Premises Detail and addresses across India
 - x. Work order copies along with performance certificates in support of relevant experience
 - xi. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
 - xii. -
 - xiii. List of pending litigation with government/other institution on account of executing any order.
 - xiv. Copy of ESI/PF Registration certificate
 - xv. Copy of PAN/GST no.
 - xvi. Copy of GST Return of last Financial Year.
 - xvii. Copy of valid Electrical License
 - xviii. -
 - xix. Bidder’s details as per format attached(Annexure-III)
- d) The bidder should enclose performance certificates in support of relevant experience. Experience credential as a subcontract / consortium will not be considered.
- e) For Existing vendors/ registered vendors of BYPL, evaluation will also include the past performance in the contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors.
- f) BYPL may ask for any other document as may be required to substantiate/ justify the submissions made by bidders.

1.4 Bidding and Award Process: -

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

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(two) parts and submit in original + one copy to the following address

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Limited
III Floor, "A" Block, Shakti Kiran Building
Karkardooma, New Delhi-110032

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of Qualifying Criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications

The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal

PART B: FINANCIAL BID comprising of Prices strictly in the Format enclosed in SECTION V

TIME SCHEDULE

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

S.No.	Steps	Comprising of	Due Date
1	Pre-Bid Meeting	All Queries (Technical) related to RFQ	23/05/2022 at 14.00HRS on Zoom **

2	PART A (Technical and Commercial Bid)	EMD of requisite amount, non-refundable demand draft for Rs. 1180/-(including GST) in case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc	02/06/2022 up to 15:00 HRS
3	PART B (Financial Bid)	Price strictly in the Format enclosed (Section V)	Successful bidders will be intimated through website

****Join Zoom Meeting -<https://zoom.us/j/8672899211>, Meeting ID: 867 289 9211, Password: 654321**

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. **DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with –“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

Part - A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation and only of the qualified bidders.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Company reserves the right to evaluate the bids through R.A. In case reverse auction conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as SECTION-XI in this tender document. Training/details shall be provided to bidders before participation in auction.

Notwithstanding anything stated above, the Company reserves the right to assess bidders’ capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

1.4.2 Award Decision

- a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

1.4.3 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 market place rules or engage in behavior that disrupts the fair execution of the market place 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 market place.
- Breach of the terms of the published in Request for Quotation/NIT.

1.4.4 Confidentiality

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

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

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



1.5 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

Address	Name/ Designation	E-mail Address
Technical		
Head Workshop, BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi, 110032	Mr Pradeep Lohani (Head - Workshop)	<u>Pradeep. Lohani@relianceada.com</u> 9350261834
Commercial		
C&M Dept. 3rd Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi-110032	Mr. Abhinav Sharma GM - (C&M)	<u>abhinav.k.sharma@relianceada.com</u> 011-4124 9315
	Mr. Santosh Srivastava Head - (Contracts)	<u>santosh.v.srivastava@relianceada.com</u> 011-4124 9850
	Mr. Robin Sebastian Head - (C&M)	<u>robin.sebastian@relianceada.com</u> 011-4124 9230

1.0 GENERAL

BSES Yamuna Power Ltd, hereinafter referred to as “The Company are desirous of awarding work for repairing and servicing of damaged/failed oil filled distribution transformers of various ratings up to 990 KVA at BYPL’s workshop”.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4 The Company 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 Company, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company’s decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.6 The company reserves the right to split the order among various successful tenderers in any manner he chooses without assigning any reason whatsoever

2.0 SCOPE OF WORK

The complete scope of work has been defined in relevant section of this tender document.

3.0 DISCLAIMER

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

3.2 Neither Company 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 Company or its employees, or otherwise arising in any way from the selection process for the work.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy

itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

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

4.0 COST OF BIDDING

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

5.0 BIDDING DOCUMENTS

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

Request for Quotation (RFQ)	- Section - I
Instructions to Bidders (ITB)	- Section - II
Commercial Terms & Conditions	- Section -III
Complete Scope of work	- Section -IV
Bill of quantity /Price Format	- Section -V

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

AMENDMENT OF BIDDING DOCUMENTS

5.01 At any time prior to the deadline for submission of Bids, the Company 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.

5.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

C PREPARATION OF BIDS

6.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, 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.

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

8.0 BID FORM

8.01 The Bidder shall submit Original ‘Bid Form’ and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

8.02 EMD

Pursuant to Clause 7.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder ‘s conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favor of BSES Yamuna Power Ltd, payable at Delhi.
- (b) BG from a nationalized/ scheduled bank in favor of BSES Yamuna Power Limited valid for 3(three) months after last date of receipt of tenders (with variation of 7 days)

The EMD shall be valid for 3 months from the last date of receipt of tenders. If, however the tender is not finalized within 3 months, the bidders shall be required to suitably extend the EMD

Earnest money given the bidders shall be returned within a week of award of contract to the successful bidder. The amount of EMD by the successful bidder shall be adjustable in the security bank guarantee if so desired by the bidder.

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

Or

(b) In the case of a successful Bidder, if the Bidder does not

- (i) Accept the Purchase Order, or
- (ii) Furnish the required performance security BG.

9.0 BID PRICES

9.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

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/PVC will be treated as non-responsive and rejected.**

10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

11.0 PERIOD OF VALIDITY OF BIDS

11.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.

11.02 Notwithstanding Clause 11.01 above, the Company 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 Fax/post/courier

12.0 ALTERNATIVE BIDS

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

13.0 FORMAT AND SIGNING OF BID

13.01 The original Bid Form and accompanying documents (as specified in Clause 7.0), clearly marked “Original Bid”, must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.

13.02 The original 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.



13.03 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.

13.04 Bid shall be signed with stamp by the bidder on all the pages.

D. SUBMISSION OF BIDS

14.0 SEALING AND MARKING OF BIDS

14.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.

14.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with – Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed – “Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed with – “Tender Notice No. & Due date of opening “.

14.03 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 Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

15.0 DEADLINE FOR SUBMISSION OF BIDS

15.01 The original Bid must be timely received by the Company at the address specified in Section-I

15.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 5.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

16.0 ONE BID PER BIDDER

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

17.0 LATE BIDS

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 14.0, will be declared "Late" and rejected and returned unopened to the Bidder.

18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

19.0 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 Company's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

20.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company 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.

21.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

21.01 Company 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.

21.02 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.

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

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

22.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

22.03 The Company'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) Work completion 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. No deviation to the bid terms and conditions shall be acceptable.

22.04 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

23.0 CONTACTING THE COMPANY

23.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

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

24.0 THE COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Company 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 Company's action.

25.0 AWARD OF CONTRACT

The Company 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. Company reserves the right to award order to more than one bidders in the tender.

26.0 THE COMPANY 'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities to any extent without any change in rates and terms and conditions during the validity of the contract.

27.0 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. The successful Bidder(s) shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

28.0 CORRUPT OR FRADULENT PRACTICES

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

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

"**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

"**Fraudulent practice**" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, 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 Company 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.

29.2 28.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III: TERMS AND CONDITIONS

DEFINITIONS and INTERPRETATION:



The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

- 1.1. **Company:** The terms "Company" shall mean BSES Yamuna Power Ltd. having its office at Shakti Kiran Building, Karkardooma, New Delhi-110032, Corporate Identification Number: U40109DL2001PLC111525, Telephone Number: +91 11 3999 7111, Fax Number: +91 11 3999 9765, Website: www.bsedelhi.com and shall include its authorized representatives, agents, successors and assigns.
- 1.2. **CONTRACTOR:** shall mean the successful bidder and shall include its authorized representative, agents, successors, and assigns.
- 1.3. **CONTRACT SPECIFICATION:** The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.
- 1.4. **SITE:** The terms "Site" shall mean the working location in BYPL area.
- 1.5. **ENGINEER IN CHARGE:** "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be Head workshop (BYPL) or any of his nominated representatives.
- 1.6. **Good Industry Practice:** means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
- 1.7. **Effective Date:** means the date when Contractor through its authorized representative places its signature on the duplicate copy of LOI/order.
- 1.8. **Rate:** The unit rates for the work to be carried out at site shall be as per annexure and payable by the Company to the Contractor for the due, complete and proper performance of the jobs covered under this Order.
- 2.0 **EXAMINATION OF SITE AND LOCAL CONDITIONS:**
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.
- 3.0 **LANGUAGE AND MEASUREMENT:**
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.

Metric System shall be followed for all dimension, units etc.

3. SCOPE OF WORK:

The scope of work to be carried out by the contractor shall be repairing/servicing of Distribution Transformers, up to 990 KVA as detailed in enclosed Section-IV at BYPL's workshop.

All the manpower, tool and tackles are included in your scope of work. The contractor's scope shall also include handling of waste material generated during the process of trf. Repairing/Servicing. This shall include transportation of the waste material from workshop and disposal of the waste material i.e. incineration through an agency having authorized licensee from pollution control board.

4. VALUE OF THE ORDER:

The item wise rates for above Scope of work shall be as finalized through Tender.

The above rates shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to escalation for any reason whatsoever except increase in minimum wages as per formula mentioned:

If the minimum wages in FY 22-23 are increased beyond 7% the service provider will be proportionately compensated for the increased cost. Amount of compensation (each item rate) = 90% of each item rate * (% of increase in minimum wages in FY (22-23)- 7%)

All the rates applicable for work shall be as per agreed rate schedule. The quantity of work shall be as signed off by our Engineer in charge.

All the repaired transformers shall be shifted/ handed over to our workshop in a condition ready to energize.

Cost of new Copper & Old windings.

All windings shall be manufactured from new copper conductor and new insulating materials. The size & type of new copper conductor should be as per original windings. The dimensions (ID, OD, Height, number of turns etc.) of the new copper windings should be as per original windings.

A sketch indicating details of outer and inner diameter, size and type of conductor, type of windings, thickness & size of core laminations with limbs and window dimensions shall be made by the repairer during JVR. A copy of the same should be sent along with JVR.

All old windings along with other insulating material shall be cut into small pieces and destroyed in presence of Engineer in charged at the time of JVR.

Repairer has to take the photographs of above destroyed scrap windings & should be handed over to the engineer in charge.

Calculation of old & new copper should be as per given Sample formula/calculation only

Sample Copper Coil Rate Calculation		
S.no.	Item	Description
1	Date of Lifting	01.12.2021
2	LOT NO.	XXX
3	Date Considered for LME (London Metal Exchange) Cu rates (CSP, in US\$/Ton)	One Working day before Lifting date (i.e. if Lifting is done on Wednesday than Monday is considered for LME rate, 29.11.2021)
4	Date Considered for US\$ rate (in Rs /US\$)	One Working day before Lifting date (i.e. if Lifting is done on Wednesday than Monday is considered for US\$ rate, 29.11.2021)
5	LME Cu rate (CSP, in US\$/Ton)	9,751
6	US\$ rate (in Rs/US\$)	75.09
7	LME Copper Rate in Rs/Kg	$(9751 \times 75.09) / 1000 = 732.20$
8	Rate of new copper winding with insulation in Rs/Kg e/x of GST @ Delhi(*) (@Plus 15% of LME rate in Rs/Kg)	$1.15 \times 732.20 = 842.03$
9	Scrap Copper winding Rate in % of New Copper winding rate	78%
10	Scrap Copper Winding Rate with insulation in Rs/Kg exclusive of GST @ Delhi(**)	$(842.03 \times 78) / 100 = 656.78$

Note

(*) GST Shall be paid extra by BYPL

(**) GST Shall be paid extra by Vendor

Note: Copper purchased order is separately given to the vendor for each Lot.

5. **VALIDITY:** The order shall be effective for 2 years from date of issue of order. However, the same shall be reviewed after one year based on performance assessment and continuation to the next year.
6. **TAX & DUTIES:**
Prices shall be inclusive of all taxes and duties including labour cess except GST. However, IT applicable rate will be deducted from your bills as Tax deduction at source (TDS).
Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.
7. **TERMS OF PAYMENT:**
100% payment shall be made to you within 30 days on monthly bills for repaired Transformer at our workshop and on submission of your Bill duly certified by Engineer-in-charge.

8. JOINT INSPECTION:

In order to ascertain the suitability and economic viability of transformer for repairing joint inspection of Distribution transformer shall be carried out.

9. Statutory Obligations:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Govt. Ministry of Labour.

The Contractor should obtain the above documents and submit the same to the Engineer-in-charge before commencement of work.

10.0 HUMAN RESOURCE ISSUES:

10.1 The CONTRACTOR would execute these works through their own resources.

10.2 The CONTRACTOR shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of AMC. Also, the CONTRACTOR shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

10.3 The CONTRACTOR shall issue Identity Cards to their employees deployed for execution of the assigned works in the District with the consent of Engineer In charge.

10.4 The CONTRACTOR to deploy their manpower immediately for carrying out the work as specified above.

10.5 The CONTRACTOR should ensure that there are no disputes regarding service, payment etc. of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the COMPANY for employment, wages, and allowances or any other related matter, payment etc.

10.6 The CONTRACTOR shall not deploy the manpower below the age of 18 years and above 58 yrs.

10.7 The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.

10.8 The CONTRACTOR shall be directly responsible for any / all disputes arising between him and his persons and keep the COMPANY indemnified against all losses, damages and claims arising

thereof. The CONTRACTOR shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

- 10.9 All safety wears required for the CONTRACTOR's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the CONTRACTOR at his own cost and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work.
- 10.10 The CONTRACTOR shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The COMPANY shall be at liberty to object to the presence of any representative or employees of the CONTRACTOR at the site, if in the opinion of the COMPANY such manpower has done any act of misconduct or negligence or otherwise undesirable, then the CONTRACTOR shall remove such a person objected to and provide a competent replacement immediately.
- 10.11 The CONTRACTOR shall ensure that he has complied with the following:
- has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - Contractor shall disburse the salary of his staff through ECS only. No payment by cheque / cash is acceptable.
- 10.12 Deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.
- 10.13 The COMPANY reserves the right to demand the CONTRACTOR's services on holidays as well as beyond the normal working hours.
- 10.14 The CONTRACTOR will ensure that none of their person is engaged in any unlawful activities subversive of the COMPANY's interest failing which suitable action may be taken against the CONTRACTOR as per the terms and conditions of this tender.
- 10.15 The CONTRACTOR shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- 10.16 The CONTRACTOR's employees shall not be treated as COMPANY's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the COMPANY's employees shall not be

applicable to CONTRACTOR's employees. If due to any reasons whatsoever the COMPANY is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the CONTRACTOR or from any of the bills payable to him or failing which it shall be recovered as per law.

10.17 The CONTRACTOR shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

10.17.1 The Child Labour (Prohibition and Regulation) Act, 1986.

10.17.2 The Contract Labour (Regulation and Abolition) Act, 1970.

10.17.3 The Employee's Pension Scheme, 1995.

10.17.4 The Employee's Provident Funds and miscellaneous provisions Act, 1952.

10.17.5 The Employees State Insurance Act, 1948.

10.17.6 The Industrial Disputes Act, 1947.

10.17.7 The Maternity Benefit Act 1961.

10.17.8 The Minimum Wages Act, 1948.

10.17.9 The Payment of Bonus Act, 1965.

10.17.10 The Payment of Gratuity Act, 1972.

10.17.11 The payment of Wages Act, 1936.

10.17.12 The Delhi Shops & Establishment Act, 1954.

10.17.13 The Workmen's Compensation Act. 1923.

1017.14 The Employer's Liability Act, 1938

11. SUBLETTING OF WORK ORDER:

The Contractor shall not sublet, transfer, assign Work or any part thereof without the written permission of the Company.

12. RISK AND COST:

The Company at his option will be entitled to terminate the contract and to carry out work from elsewhere at the risk and cost of the Contractor either the whole or any part which the Contractor has failed to perform, the best and the nearest available substitute there from the Contractor shall be liable for any loss which the Company may sustain by reason of such risk purchases.

13. INDEMNITY:

The Contractor shall protect, indemnify and save harmless the Company , its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims suits or proceedings at law, growing out of or, in connection, with any patent infringement (including process patents, if any), or violation of any license with respect thereto, by reason by the manufacture and/or sale by, or on behalf of the supplier of the plant or any part thereof in India for the purpose for which it is furnished, or the sale by the Company its successors and assigns of products made, manufactured, fabricated, processed or produced with the said plant or any part thereof in India for the purpose for which it is furnished and shall defend or settle at the supplier's own expense, any such claims, suits or proceedings.

14. **ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work order. 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 umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

15. **FORCE MAJEURE**

The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earth quake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order.

If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the Company for any damages, losses or liabilities as result thereof.

16. **Environmental, Health & Safety Plan**



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:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
- b) Comply with the procedures provided in the interests of Environment, Health and Safety.
- c) Ensure that all of their employees designated to work are properly trained and competent.
- d) 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.
- e) 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.
- f) Provide details of any hazardous substances to be brought onsite.
- g) Ensure that a responsible person accompanies any of their visitors to site.

All contractors' staff is accountable for the following:

1. 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
2. Keep tools in good condition
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

17. SAFETY CODE:

The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

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.

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator 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 coordinator 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.



The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

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 causalities, extent of properly 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.

18. SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the 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 order.

These 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 Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

19. CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

19.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (SECTION-IX) within 1 month from the date of issue of Order for due performance of the provisions of Contract.

19.2 The Security Performance Bank Guarantee shall be 5% of the initial annual value of the contract inclusive of taxes & duties which shall be valid till contract period, plus three (3) months towards the claim period.

19.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.

19.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

19.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be



kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

20. **GUARANTEE:**

You shall guarantee for the repairing work carried out solely by you on the transformer for a period of 2 years from the date of handing over to workshop.

All repairs, modifications and replacements carried out by the Contractor to rectify any defects, deficiencies or damages shall be made to the satisfaction of the Company.

In case you failed to carry out repair within 60 days, we shall carry out the repairing at your cost.

21. **Vendor Code of Conduct:**

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by contractor 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.

Contractor 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.

In event of any such breach, irrespective of whether it causes any loss/damage, company (BYPL) shall have the right to recover loss/damage from Contractor.

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

22. **INSURANCE POLICY FOR LIFE COVER:**

Contractor must take Life Insurance Policy for 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. The Policy shall have coverage of Rs. 15 Lacs table C (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents). The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance

23. **TERMINATION:**

a) Termination by Company for Non-performance

During the course of the execution, if at any time the COMPANY observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the CONTRACTOR not found satisfactory, the COMPANY reserves its right to cancel/ terminate this Agreement giving 30 days' notice without assigning any reason and the COMPANY will recover all damages including losses occurred due to loss of time from the CONTRACTOR. On receipt of such notice the CONTRACTOR shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The

CONTRACTOR shall hand over the COMPANY all drawing/documents prepared for this contract up to the date of cancellation of order.

b). Premature Termination

The order can be terminated by the Company before the expiry of its term under the following conditions:

(i) The CONTRACTOR repudiates this order or otherwise evidences intention not to be bound by this order;

(ii) The CONTRACTOR assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.

(iii) The CONTRACTOR breaches the Secrecy Clause/Confidentiality obligations.

(iv) If at any stage during the tenure of the work order, CONTRACTOR is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter of the Company.

(v) The Company shall be entitled to deduct from any money due or to become due to the CONTRACTOR, money paid or payable by way of compensation as aforesaid or cost or expenses connection with any claims there to and the CONTRACTOR shall abide by the decision of the Company as to the sum payable by the CONTRACTOR under the provision of this clause.

c). Termination by Company for Convenience

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving a written notice to the Contractor.

The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

24. ACCEPTANCE:

Acceptance of this 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, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractors and Company's contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.

However, during the course of the execution of the order if at any time the Company's representative observe and form an opinion that the work under the order is not being 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 contractor.

SECTION – IV: COMPLETE SCOPE OF WORK

ANNEXURE-I

SCOPE OF WORK FOR REPAIRING

A) Scope of work for repairing work

The scope of work shall be as under:

(i) Fabrication of LV & HV Coil complete with insulation

The scope shall include fabrication of LV & HV coils complete with proper insulation as per the requirement.

(ii) Repairing: -

1. Joint physical verification & shifting of Repairable declared transformer from Store Yard to Workshop Yard for Repairing.
2. Draining of Transformer Oil, Dismantling of HV & LV bushing/Metal parts, Opening & lifting of Top cover & other accessories, Untanking & shifting of core coil assembly.
3. Dismantling of tap changer.
4. De- brazing of Neutral bus bar, LV terminals, delta connection and interconnection of HV coil discs.
5. Dismantling of Top Yoke of core.
6. Lifting & separation of HV and LV coils for weighing.
7. Joint inspection for recording Design of Old HV & LV coil & core.
8. If the Transformer declared Non repairable on the basis of design & other physical condition, then re-assembling of core coil assembly, fitting of accessories, top cover etc. as per requirement & shifting of transformer to store Yard.
9. Weighing of Old HV & LV coil for committee inspection.
10. Joint inspection for recording Design of new HV & LV coil.
11. Core cleaning & assembling of HV & LV Leg coil, the scope shall include assembling of HV & LV leg coil with providing proper insulation as per requirement like -

Cotton Tape, Bovin Tape, Bakelite Tube 10mm / 12mm / 8mm / 6mm, Insulation Paper 4mil/10mil/20 mil, Glass Sleeve 3mm/4mm/6mm/8mm/10mm,

Press Board 1mm/1.5mm/3mm, Spacer/Runner, P80 Gum, Fiber Bakelite Tube, Crepe Paper, Asbestos Sheet, Steel Strap, Strip Locks, Epoxy(DDP) Paper 5 Mil & 10 mil, Cello Tape, Wax, Millimax Paper, thermally upgraded paper

Vendor to use good quality of insulating material (Thermally upgraded Kraft paper) & provide test certificate & source of supply of the Insulating Material.

12. Core Lamination should be checked & cleaned properly with saw dust & cotton dhoti, if there is any damage or heating found in core lamination than varnishing of core lamination.
13. Proper drying of all replaced papers should be ensured while carrying out the Job.
14. Filling of 50% core & testing of turn ratio & Magnetizing current.
15. Complete filling of core & testing of Magnetizing current.
16. Testing of Vector group.
17. Re brazing of delta connection, interconnection of HV discs, Tapping connection, LV Neutral bus bar and LV terminals.
18. Assembly & mounting of tap changer & connecting with tapping leads.
19. Tap changers tapping connection should be properly tightened & spring tension of tap changers rings to be check before use.
20. The operation of the tap changer should be checked properly to ensure proper operation of the same at all tap positions. The no-load voltage at different tap positions should be as per the specified value with the permissible tolerance. The tap position should be brought down to normal tap by lowering the tap and its operation should be checked & finally tap changer handle to be locked at rated tap with bolt.
21. Insulation of HV leads, Delta leads, tapping leads, LV terminals and neutral bus bar with crepe paper, cotton & Bovin tape, Providing of Bakelite tubes, glass sleeves in tapping leads, delta leads & HV leads.
22. The entire paper of the tie rod shall be removed & replaced with new paper.
23. Thoroughly tightening/clamping of core coil assembly.
24. Intermediate testing of core coil assembly before ovening.
25. The complete Core & winding shall be given hot oil bath. Complete coil is to be flushed properly to remove dust.
26. The complete core coil assembly shall be kept in the oven, daily IR value monitoring and shall be taken out when the satisfactory IR values are achieved.

27. Cleaning of Transformer tank, Conservator, HV & LV bushing/metal parts, Cleaning of Radiators with hot oil.
28. If the Paint of inside Tank, conservator is not in good condition than, Complete tank and conservator to be cleaned with emery paper and the original old paint shall be removed. Primer shall be applied on the complete body and radiator before applying the final paint. The final paint thickness shall not be less than 80 microns with the glossy finish.
29. Removing of gasket with proper tools at every gasket location i.e. at Top cover, HV & LV bushings, conservator plate, explosion vent diaphragm, inspection plate & Radiator.
30. Gasket cutting of Top cover, HV & LV bushings, conservator plate, explosion vent diaphragm, inspection plate & Radiator etc.
31. All gaskets to be changed.
32. Replacement of gasket and oil level indicator of conservator.
33. Replacement of radiators valve gaskets, top cover gasket
34. Replacement of diaphragm and gasket of explosion vent.
35. Replacement of Oil seal of Tap changer operating shaft.
36. Replacement of O rings and gaskets of HV & LV bushing.
37. Servicing of Top and bottom filter valve, radiator valves & Radiator Fins.
38. All types of bushing shall be checked for hair crack and damages and it shall be replaced wherever required. The method of checking the hair crack shall be that the bushing shall be kept in water for more than a day and the megger value should not decrease.
39. In case of bushing having damage, it should be changed to new one.
40. The insulator shall be cleaned properly.
41. Replacement of HV, LV Metal Parts, nut bolts etc.
42. Converting of non-conventional type HV & LV bushings & Metal part to conventional Type.
43. Servicing of accessories and its replacement as per requirement.
44. Servicing of Top and bottom filter valve, radiator valves & Radiator Fins.
45. Pressure cleaning of radiator tube.
46. Assembling of radiators, Tanking of core coil assembly.
47. Refitting of Top cover, explosion vent, HV & LV metal Part & conservator.
48. The oil shall be filtered till required BDV is achieved
49. Fixing of MOG
50. Fixing of OTI
51. Replacement of radiator tubes
52. Fixing of ballone in conservator tank.

53. Topping up of oil in conservator.
54. The silica gel shall be replaced and the bottom cup of the silica gel should be filled with oil.
55. Each earthing point to be checked and it should be free from the paint. Suitable arrangement must be made available for proper connection of the 50x6 strip or earthing jumper for earthing.
56. The diaphragms of the explosion vent should be checked and if found broken, should be replaced.
57. Cross checking of Oil Temperature Indicator (OTI) and calibrate the same if OTI exists on transformer.
58. The wheels of the transformer should be checked for proper movement.
59. Shifting of Transformer to testing Yard.
60. Bottom valve welding & shifting of Transformer from Workshop to Store Yard after painting.
61. Where ever Gas cutting, Welding, Brazing work is required on transformer and its accessories. Contractor shall use commercial gas cylinder with proper measure of safety & security of man and material from fire, while carrying out gas cutting welding, brazing work on transformers, its accessories and shall comply the relevant provision of Rules / Relegations as specified in the relevant ISS.
62. Providing petty Material, if required for Repairing.
63. Cleaning of Workshop yard & shed, by using saw dust, other material & cleaning.
64. Removal of inter turn/layer insulation, spacers, runners etc. from the defective/scrap coils.

(iii) Testing: -

a) Testing of core coil assembly: Providing technician for conducting the following test -

- Testing of IR value
- Testing of Turn ratio.
- Testing of Magnetic balance.
- Testing of Magnetizing current.
- Testing of winding Resistance.

b) Testing of Transformer - Providing technician for conducting the following test

- Testing of IR value
- Turn Ratio Test
- Winding Resistance Test
- Magnetic Balance Test
- Vector Group
- Load loss Test
- No Load Loss Test
- Double Voltage Double Frequency Test.
- High Voltage Test

Transformer to be accepted, if cleared the entire test & value as per the BSES specification.
High pressure test for leakage of oil.

iv) Painting-

Proper cleaning of surface with Iron brushes & cotton dhoti. Paint shall be provided by BSES. Vendor to provide Painter & paint is to be done in paint booth.

(v) Hazardous waste handling, storage & disposal: -

1) Hazardous waste generated during repairing, like - oil soaked cork gaskets, neoprene oil seals, paper insulation, cotton tape, bovin tape, plastics wrap of conductor real, pressboard, Bakelite tube, glass sleeves, insulator etc., to be properly segregated, store & dispose off for incineration to Bharat oil Ghaziabad (pollution control board approved)

2) Oil generated from the transformer to be collected in drums, useful oil to be reused after filtration in Transformer & scrap oil to be filled in Oil storage tank for segregation of water & sludge.

3) Segregated water to be disposed off to Bharat oil Ghaziabad (pollution control board approved) for incineration.

4) Vendor of Workshop to provide Manpower for the said activity & have authorization of handling the hazardous Waste.

(vi) Scrap Material handling, storage, segregation & shifting to scrap store: - Scrap Material generated during Repairing like Metal Parts, Iron, Oil level indicator, Breather etc., to be properly stored, segregation (i.e brass & copper from metal parts, tap changer Bakelite & brass nut etc.) & shifting to scrap store.

Vendor to provide man power for the above said activity.

(vii) Shifting of Material required for Repairing from different store to workshop- Vendor to provide man power for shifting of material, oil etc. required for Repairing & other from different store to Workshop as per requirement.

TERMS AND CONDITIONS FOR REPAIRING OF DT:

Vendor to provide:

All the required T&P, Filtration machine, oil testing kit, megger will be provided by the contractor.

- 1) Tools & Tackles required for Repairing of Transformer
- 2) Wooden former & other material for fabrication of Windings as per requirement.
- 3) Wooden block for keeping core coil assembly as per requirement.
- 4) Lifting arrangement for coil lifting & coil assembling.
- 5) Trolley for shifting of core coil assembly.
- 6) Supervisor with technician and labors, Minimum 01 No supervisor (Qualification- Minimum Diploma) + 03 No's Technician (ITI holder), 01 No certified Welder + 10 No's skilled workers & 15 No's semiskilled, 1 painter & 1 no's for housekeeping workers shall be provided by the contractor.
- 7) Welding, Cutting, Brazing set.
- 8) Commercial Oxygen, LPG & Argon Cylinder.
- 9) Oil pump, Extension Board, Painting Machine etc.

- 10) Operation & maintenance of oven, Winding Machine, filter Machine, Pallet truck & others BSES machine/tools used by Vendor are in contractor's scope. Spare parts of oven, Filter Machine, Windings Machines, Pallet truck & other Machine/tolls to be provided by contractor.
- 11) Safety PPE to the Workers (helmet, safety gloves, Safety shoes, Belt, Welding glass, goggles, Clothes etc)
- 12) Petty material required for Repairing.
- 13) Insulated scrap conductor will be retained by vendor
- 14) Installation of MOG & terminal box.
- 15) Installation of drain valve enclosure.
- 16) Installation of LV cable support.
- 17) Providing extra crane, if require
- 18) Conversion of welded top cover to Nut Bolt Type top cover (supply and installation)
- 19) Installation of Conservator

BSES to provide

- 1) Covered shed for coil manufacturing.
- 2) Below mentioned set of machines is to be provided by BSES.

S No.	Equipement	Qty (Nos)
1	Sharing M/c	1
2	Welding M/c	1
3	Hand Drill M/C	1
4	Fix Drill M/C	1
5	Grinder	1
6	HV Winding M/C	1
7	LV Winding M/C	1
8	Dil Pump (1 HP)	1
9	Filter M/C	1
10	Oven	3
11	Buffing M/C	1
12	lock Cutting M/C	1

- 3) Free electricity and water.
- 4) Crane for lifting transformer and core coil assembly.
- 5) Complete testing set up & instruments will be provided by BSES.
- 6) Gaskets, Metal parts, Breather, Tap changer, Hard ware, Bushings, new oil etc. shall be provided by BSES.
- 7) Oven for heating of core coil assembly

Scrap Metal parts, Breather, Tap changer, hard ware etc. Will be retained by BSES.

Material to be provided by the contractor

- 1) HV winding machine 2 nos
- 2) LV winding machine 2 nos

- 3) Filter machine minimum capacity 3KL/hr 1 no
- 4) Testing Equipments
 - a) Magger 5 kv--- 1 no,
 - b) Multi meter---2nos,
 - c) Ampere meter 0 to 1000A ---- 2 nos
 - d) Milli ampere meter 0- 240 milli ampere----- 2 nos,
 - e) TTR ----- 1 nos
- 5) **Decibel meter (Range 30 - 130 dB)** in vendor scope to measure & record the noise vibration at transformer workshop shop floor

Maximum outage of Filtration machine permitted shall be 2 days per month. Outage in excess of 2 days' deduction @ Rs 750 per day shall be made.

Deduction @ Rs 250 per day shall be made for non-availability of T&P.

Maximum deduction per day shall be limited to Rs 1250 /- per day.

ANNEXURE –II

SCOPE OF WORK FOR SERVICING

(i) Servicing of the Oil type distribution transformers

The scope of work shall be as under:

- 1) Joint physical verification of Transformer at Store Yard & shifting of Transformers from Store Yard to Workshop for Testing & inspection.
- 2) Complete physical inspection of Transformers.
- 3) Draining of Transformer Oil, Dismantling of HV & LV bushings, radiators, Opening & Lifting of Top Cover, Untanking of Core Coil assembly
- 4) Initial testing of Transformer.
 - a. After performing initial testing and physical inspection, if it is concluded that transformer is not faulty; the transformer will be given for servicing. If it is concluded that transformer is faulty; the transformer should be segregated for repairs.
- 5) After removing the top cover & untanking of core coil assembly, if the sludge is found in between the windings & core, windings & core shall be cleaned properly with hot oil before putting it in the oven.
- 6) All spacers shall be checked properly for any deformation. If any spacer is found displaced the same shall be put at the proper place by loosening the top bolt. If required, the press board should be changed.
- 7) If there is any slight deformation in the coil the same shall be corrected.
- 8) The complete Core & winding shall be given hot oil bath. Complete coil is to be flushed properly to remove the entire carbonized portion.
- 9) The top yoke shall be checked for any kind of weld and burnt marking.

- 10) The complete core coil assembly shall be kept in the oven, daily IR value monitoring and shall be taken out when the satisfactory IR values are achieved.
- 11) The entire paper of the tie rod shall be removed and new paper wrapped.
- 12) The connection between the windings and bushings to be checked.
- 13) All spacers should be checked for proper alignment and strength.
- 14) Binding between the winding layers to be checked and if loosened shall be taken proper care.
- 15) Proper drying of all the replaced papers should be ensured while carrying out the job.
- 16) Re insulation of HV leads, LV terminals and neutral bus bar with crepe paper tape, Providing of Bakelite tubes in tapping leads.
- 17) Complete cleaning of the tap changer jumper connection should be properly done.
- 18) Checking of tap changer Ring, studs & spring.
- 19) If the spring tension of tap changer ring found loose or ring/stud found melted than replaced with new tap changer.
- 20) If HV lead, tapping lead, LV Flexible found broken/melted than required brazing to be done for completing the Job.
- 21) Paper of all the tapping leads is to be changed with the good quality crape papers the test certificate and sources of the papers shall be scrutinized by BSES.
- 22) The operation of the tap changer should be checked properly to ensure proper operation of the same at all tap positions. The no-load voltage at different tap positions should be as per the specified value with the permissible tolerance. The tap position should be brought down to normal tap by lowering the tap and its operation should be checked & finally tap changer handle to be locked at rated tap with bolt.
- 23) Removing of gasket with proper tools at every gasket location i.e at Top cover, HV & LV bushings, conservator plate, explosion vent diaphragm, inspection plate & Radiator.
- 24) Cleaning of Transformer tank, Conservator, HV & LV insulators, Cleaning of Radiators with hot oil.
- 25) If the Paint of inside Tank, conservator is not in good condition than, Complete tank and conservator to be cleaned with emery paper and the original old paint shall be removed. Primer shall be applied on the complete body and radiator before applying the final paint. The final paint thickness shall not be less than 80 microns with the glossy finish.
- 26) Replacement of gasket and oil level indicator of conservator, Replacement of radiators valve gaskets, top cover gasket,
- 27) Replacement of diaphragm and gasket of explosion vent, Replacement of Oil seal of Tap changer operating shaft, Replacement of O rings and gaskets of HV & LV bushing assembly.
- 28) All types of bushing shall be checked for hair crack and damages and it shall be replaced wherever required. The method of checking the hair crack shall be that the bushing shall be kept in water for more than a day and the megger value should not decrease.
- 29) In case of bushing having damage, it should be changed to new one.
- 30) The insulator shall be cleaned properly.
- 31) Replacement of HV, LV Metal Parts, nut bolts etc.
- 32) LT terminal connection and bus bars: Check the tightness of the bolted electrical connection at the cable connection and check for proper sealing.
- 33) Servicing of accessories and its replacement as per requirement.
- 34) Gasket cutting of Top cover, HV & LV bushings.
- 35) All gaskets to be changed.

- 36) The silica gel shall be replaced and the bottom cup of the silica gel should be filled with oil.
- 37) The oil shall be filtered till required BDV is achieved
- 38) Servicing of Top and bottom filter valve, radiator valves & Radiator Fins.
- 39) Each earthing point to be checked and it should be free from the paint. Suitable arrangement must be made available for proper connection of the 50x6 strip or earthing jumper for earthing.
- 40) The diaphragms of the explosion vent should be checked and if found broken, should be replaced.
- 41) Cross checking of Oil Temperature Indicator (OTI) and calibrate the same if OTI exists on transformer.
- 42) The wheels of the transformer should be checked for proper movement.
- 43) Assembling of radiators, tanking of core coil assembly, Refitting of Top cover, explosion vent
- 44) Converting of non-conventional type HV & LV bushings & Metal part to conventional Type.
- 45) Topping up of oil in conservator.
- 46) Filtration of transformer oil till final IR & BDV is achieved.
- 47) Where ever Gas cutting, Welding, Brazing work is required on transformer and its accessories. Contractor shall use commercial gas cylinder with proper measure of safety & security of man and material from fire, while carrying out gas cutting welding, brazing work on transformers, its accessories and shall comply the relevant.
- 48) Painting of Transformer.
- 49) Final Testing of transformer - All routine tests as per IS 2026 and IEC-76 shall be conducted.
- 50) IR value not less than 1000 M at 30 Deg centigrade.
- 51) PI value not less than 1.2.
- 52) Oil BDV minimum 60 kV.
- 53) Magnetic balance and magnetizing current check.
- 54) Ratio Test, Short Circuit test, Winding resistance test, HV test, DVDF test.

- 55) However, work carried out for individual Dist. Transformer shall be as per the actual requirement of Transformer.
- 56) Petty material required for Servicing.
- 57) Cleaning of Workshop yard & shed, by using saw dust, other material & cleaning.
- 58) Installation of MOG & terminal box.
- 59) Installation of drain valve enclosure.
- 60) Installation of LV cable support.
- 61) Providing extra crane, if require
- 62) Conversion of welded top cover to Nut Bolt Type top cover (supply and installation)
- 63) Supply & installation of Conservator

(ii) Testing: - Providing technician for conducting the following test -

Initial testing of Transformer-

- a) IR value.
- b) Voltage ratio/Turn ratio.
- c) Windings resistance test
- d) Short ckt test.
- e) Magnetizing current.

- f) Magnetic balance.
- g) Oil BDV

Final testing of Transformer-

- a) Testing of IR value
- b) Turn Ratio Test
- c) Winding Resistance Test
- d) Magnetic Balance Test
- e) Short ckt Test
- f) Double Voltage Double Frequency Test.
- g) High Voltage Test
- h) BDV Test

Transformer to be accepted, if cleared the entire test & as value as per the BSES specification.

(iii) Painting: -

Proper cleaning of surface with Iron brushes & cotton dhoti.

(iv) Scope of work for servicing of DRY Type transformers:

A) Servicing -

1. Opening of enclosure.
2. Cleaning of core coil assembly.
3. Cleaning of HV, LV insulators, lightening arresters.
4. Cleaning of Relay panel boxes.
5. Replacement of gasket of neutral bushing.
6. Replacement of gasket of bushing connecting Earthing bus bar with Lightening arresters.
7. Replacement of neutral bushing, Earthing connection bushing.
8. Providing & fitting Earthing bus bar if required.
9. Providing & fitting Lightening arresters bus bar if required.
10. Replacement of support insulators if required.
11. Replacement of window glass and its gaskets if required.
12. Replacement of Lightening arresters is required.
13. Providing & Fitting base cover if required
14. Cleaning of enclosure.
15. Closing of enclosure.
16. Cutting, Welding, Brazing work on transformer.

B. Painting

Proper cleaning of surface with Iron brushes & cotton dhoti. Vendor to provide Painter & Machine for completion of job

C. Testing of transformer - Providing technician for conducting the following test

Initial testing of Transformer-

- a) IR value.
- b) Voltage ratio/Turn ratio.
- c) Windings resistance test

- d) Short ckt test.
- e) Magnetizing current.
- f) Magnetic balance.

Final testing of Transformer-

- a) Testing of IR value
- b) Turn Ratio Test
- c) Winding Resistance Test
- d) Magnetic Balance Test
- e) Short ckt Test
- f) Double Voltage Double Frequency Test.
- g) High Voltage Test

(v) Hazardous waste handling, storage & disposal: -

- 1) Hazardous waste generated during repairing, like - oil soaked cork gaskets, neoprene oil seals, paper insulation, cotton tape, bovin tape, plastics wrap of conductor real, pressboard, Bakelite tube, glass sleeves, insulator etc., to be properly segregated, store & dispose off for incineration to Bharat oil Ghaziabad (pollution control board approved)
- 2) Oil generated from the transformer to be collected in drums, useful oil to be reused after filtration in Transformer & scrap oil to be filled in Oil storage tank for segregation of water & sludge.
- 3) Segregated water to be disposed of to Bharat oil Ghaziabad (pollution control board approved) for incineration.
- 4) Vendor of Workshop to provide Manpower for the said activity & have authorization of handling the hazardous Waste.

(vi) Scrap Material handling, storage, segregation & shifting to scrap store: - Scrap Material generated during Servicing like Metal Parts, Iron, Oil level indicator, Breather etc., to be properly stored, segregation (i.e brass & copper from metal parts, tap changer Bakelite & brass nut etc.) & shifting to scrap store.

Vendor to provide man power for the above said activity.

(vii) Shifting of Material required for Repairing from different store to workshop- Vendor to provide man power for shifting of material, oil etc. required for Servicing & other from different store to Workshop as per requirement.

(viii) Gas Detection & Monitoring – Vendor to carry out & submit reports of quarterly Gas detection of Oven stacks (3 no's) and paint booth stack through authorized third party agency to meet the DPCC Norms.

TERMS AND CONDITIONS:

Vendor to provide:

- 1) Tools & Tackles required for Servicing of Transformer



- 2) Welding, Cutting & Brazing set.
- 3) Commercial Oxygen, LPG & Argon Cylinder.
- 4) Supervisor with technician and labors, Minimum 01 No supervisor (Qualification- Minimum Diploma) + 01 no Technician (ITI) 4 nos skilled labour, 2 nos semi-skilled labour
- 5) Operation & maintenance of oven & filter Machine are in contractor's scope. Spare parts of oven & Filter Machine to be provided by contractor.
- 6) Safety PPE to the Workers (helmet, safety gloves, Safety shoes, Belt, Welding glass, goggles, Clothes etc)
- 7) Oil pump, Extension Board, Painting Machine etc.
- 8) Servicing & Maintenance of Transformer Workshop paint booth including Housekeeping of workshop area.

BSES to provide

- 1) Filter Machine with Oil testing kit.
- 2) Free electricity and water.
- 3) Covered shed for servicing activities
- 4) Crane for lifting transformer and core coil assembly.
- 5) Complete testing set up & instruments will be provided by BSES.
- 6) Gaskets, Metal parts, Breather, Tap changer, hard ware, Bushings, new oil etc. shall be provided by BSES.
- 7) Oven for heating of core coil assembly

Scrap Metal parts, Breather, Tap changer, hard ware etc. will be retained by BSES.

SECTION – V: BILL OF QUANTITY/PRICE FORMAT

This price list is for repairing & servicing part only

PRICE SCHEDULE FOR BYPL'S WORKSHOP			
S.No.	ACTIVITY	UNIT	Unit rates in Rs. Including all taxes and duties Except GST
1	Rep. of D/Tr. - 25 KVA Single Phase	EA	
2	Rep.of D/Tr. -25 KVA 3 Phase	EA	
3	Rep. of D/Tr. - 50 KVA Single Phase	EA	
4	Rep.of D/Tr. -50 KVA 3 Phase	EA	
5	Rep.of D/Tr. -100 KVA	EA	
6	Rep.of D/Tr. -400 KVA	EA	
7	Rep.of D/Tr. -630 KVA	EA	
8	Rep.of D/Tr. -990 KVA	EA	
9	Testng chrgs for repair-25 KVA 1phase DT	EA	
10	Testng chrgs for repair-25 KVA 3phase DT	EA	
11	Testng chrgs for repair-50 KVA 1phase DT	EA	
12	Testng chrgs for repair-50 KVA 3phase DT	EA	
13	Testng chrgs for repair-100 KVA DT	EA	
14	Testng chrgs for repair-400 KVA DT	EA	
15	Testng chrgs for repair-630 KVA DT	EA	
16	Testng chrgs for repair-990 KVA DT	EA	
17	Servicing of D/Tr. - 25 KVA Single Phase	EA	
18	Servicing of D/Tr. -25 KVA 3 Phase	EA	
19	Servicing of D/Tr. -50 KVA single phase	EA	
20	Servicing of D/Tr. -50 KVA 3 phase	EA	
21	Servicing of D/Tr. -100 KVA	EA	
22	Servicing of D/Tr. -400 KVA	EA	
23	Servicing of D/Tr. -630 KVA	EA	
24	Servicing of D/Tr. -990 KVA	EA	
25	Testing charges for ser-25 KVA 1phase DT	EA	
26	Testing charges for ser-25 KVA 3phase DT	EA	
27	Testing charges for ser-50 KVA 1phase DT	EA	
28	Testing charges for ser-50 KVA 3phase DT	EA	
29	Testing charges for ser-100 KVA DT	EA	
30	Testing charges for ser-400 KVA DT	EA	

31	Testing charges for ser-630 KVA DT	EA	
32	Testing charges for ser-990 KVA DT	EA	
33	Painting of D/Tr.- 25 KVA 1 phase	EA	
34	Painting of D/Tr.- 25 KVA 3 phase	EA	
35	Painting of D/Tr.- 100 KVA	EA	
36	Painting of D/Tr.- 400 KVA	EA	
37	Painting of D/Tr.- 630 KVA	EA	
38	Painting of D/Tr.- 990 KVA	EA	
39	Charges for waste disposing	KG	
40	Transportation of waste material	TRIP	
41	Transportation of oil to Workshop	TRIP	
42	Transportation of scrap from workshop to scrap store	TRIP	
43	Filling of oil storage tank with residue scrap oil	LITER	
44	Disposing of segregated water & sludge	KG	
45	Providing a crane	Nos.	
46	Shifting of material used in repairing/servicing from different store to Transformer Workshop	TRIP	
47	Installation of MOG & terminal box	Nos.	
48	Installation of drain valve enclosure	Nos.	
49	Installation of LV cable support	Nos.	
50	Oil Filtration charges without servicing of DT	LIT	
51	Conversion of welded top cover to Nut Bolt Type top cover(Supply and installation)	KG	
52	Supply & installation of Conservator	KG	
53	Tag writing	EA	
54	Oil theft arrangement in DT from Drain Valve/Radiator	EA	
55	The paint sludge deposits over the rail beams, trolley, walls of the booth station, water curtain as well the water trench & needs to be cleaned to maintain system efficiency & to avoid system breakdown. The paint sludge deposits are to be collected/ stored properly for discarding as per DPCC norms, over regular interval of time.	EA	
56	The mechanical parts of the system such as water circulation pump with motor and air blower with motor, air filter, tying of wire slings to stable the stack chimney, rusted mechanical structure body including valve & pipe with supports etc... needs timely periodic maintenance with part replacements (as applicable) to perform efficiently.	EA	

57	The water distribution header has minute pores to spray the water jet equally & systematically, needs to be regularly cleaned as paint particles get deposited and choke the header pipeline thereby leading to breakdown of system.	EA	
58	Vendor to carry out & submit reports of quarterly Gas detection of Oven stacks (3 no's) and paint booth stack through authorized third party agency to meet the DPCC Norms.	EA	
59	Testing of Copper from NABL certified Lab , for each LOT.	EA	

Copper purchased order is separate to vendor is as per LME rates as per mentioned formula in the Tender document

SECTION – VI: TECHNICAL SPECIFICATIONS FOR CONDUCTOR

(A) CONDUCTOR

Conductor Material:

a) Copper Conductor shall be electrolytic high conductivity annealed copper 99.9 % from Hindalco, Sterlite confirming to IS 191 & IS 6160

b) Aluminum Conductor shall be electrolytic high conductivity annealed aluminum 99.8 % from Hindalco, Balco & Nalco confirming to IS 5484 & IS 6160

Test required:

a) For Copper Conductor:

% CU	Se	Te	As	Sb	Fe	S	Pb	Ni	Bi	Ag	Sn
Min.	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm

b) For Aluminium Conductor:

% Al	%Si	%Fe	%Mn	%Mg	%Cu	%Zn	%Cr	%Ti	%B	%Zr	%Ni	%Pb	%V

(B) PAPER COVERED WIRE & STRIPS

- a) Triple /Double Paper covered copper wire confirming to IS 7404 part 1 latest revision.
- b) Triple /Double Paper covered copper strips confirming to IS 7404 part 2 latest revision.
- c) Triple/Double Paper covered Aluminum wire confirming to IS 6162 part 1 latest revision.
- d) Triple/Double Paper covered Aluminum strips confirming to IS 6162 part 2 latest revision.

Note: Paper covering of Electrical Grade Kraft paper confirming to IS 9335

Test required

- a) Density at 20 deg cent.
- b) Dia i) bare conductor
 - ii) with insulation

- c) Elongation (%)
- d) Conductivity (% IACS)
- e) Tensile strength (N/mm²)
- f) Surface Oxide (A) - Only for copper wire and strips
- g) Oxygen (ppm) - Only for copper wire and strips
- h) Break load test. - Only for aluminum wire and strips.

(C) Super enameled wire & strips

1. Super enameled copper wire and strips confirming to IS 13730 latest revision.
2. Super enameled Aluminum wire and strips confirming to IS 13778 latest revision.

Note: Enameling of Polyesterimide of H class for temp. 180 deg. cent.

Test required

- a) Density at 20 deg cent.
- b) Dia i) bare conductor
 - ii) with insulation
- c) Elongation (%)
- d) Conductivity (% IACS)
- e) Tensile strength (N/mm²)
- f) Surface Oxide (A) - Only for copper wire and strips
- g) Oxygen (ppm) -Only for copper wire and strips
- h) Break load test. -Only for aluminum wire and strips.
- i) Flexibility and adherence
- j) Heat shock
- k) Cut-through
- l) Resistance to abrasion
- m) Resistance to solvent
- n) Springiness

Conductor Details	Min Size	Max Size	Min TPC Covering	Max TPC Covering	Min enamel coating	Max enamel coating
	(MM)	(MM)	Thickness	Thickness	Thickness	Thickness
			(MM)	(MM)	(MM)	(MM)
TPC paper covering Round HV Copper Conductor	0.75	3.6	0.3	0.35	N.A	N.A
TPC paper covering Strip HV Copper Conductor	5.40*2.25	6.50*1.90	0.3	0.35	N.A	N.A
TPC paper covering Strip LV Copper Conductor	5.20*2.45	12.65*3.60	0.3	0.45	N.A	N.A
Class H enamel coated Round HV Copper Conductor	0.75	2.05	N.A	N.A	0.05	0.07
Class H enamel coated LV strip Copper Conductor	6.30*2.80	7.45*3.45	N.A	N.A	0.05	0.08
TPC paper covering Round HV Aluminium Conductor	1.55	1.6	0.3	0.3	N.A	N.A
TPC paper covering Strip LV Aluminium Conductor	5.05*2.60	11.45*4	0.35	0.35	N.A	N.A
Class H enamel coated Round Aluminium Conductor	0.65	0.75	N.A	N.A	0.07	0.07

Annexure

It may please be noted that above mentioned are only tentative sizes. Actual sizes shall be ascertained only after opening the transformer.

Please note that “In place of Kraft paper we may also go for **thermally upgraded paper** for conductor covering.

SCOPE of SUPPLY: The scope shall include supply of copper/ aluminum conductor (with proper insulation) required for fabrication of coils of distribution transformers at our Workshop.

TESTING/ INSPECTION:

Testing / inspection shall be carried out at various stages, detailed as under:

- At the time of delivery at workshop, size of bare conductor, size of covering, insulation condition will be checked. Conductor will be rejected if any of these is found not confirming to the specifications and supplier shall replace the conductor.

- b) At the time of coil winding if deviation is found in between, in size and shape of conductor, insulation covering and insulation condition, conductor will be rejected and supplier shall replace the conductor.
- c) Although supplier will submit test certificate but BYPL shall be sending sample from each lot for testing at NABL accredited lab. The cost of testing shall be borne initially by BYPL and in case the material is found not in order with the desired specification, the charges along with any other penalty which may be levied is to be borne by the supplier. To avoid any complaint, the supplier is advised to send his representative to the store/site to see that the material sent for testing is being sealed in the presence of his representative. Lot will be rejected if any of the test result will found non-confirmed

GUARANTEE:

You shall guarantee that material used shall be suitable for the purpose for which the same is to be used. You shall guarantee that all the material shall be in strict compliance with the Technical Specifications and as per our technical specification and the requirements agreed upon. You shall guarantee for material for a period of 24 months from the date of supply of conductor. You shall rectify, repair or replace (at our options) free of charge any such defective material. The guarantee for the conductor material shall be for Conductor Size, Deformity in conductor, Insulation covering, Insulation condition - loose

SECTION-VII

Estimated Quantity for Repairing & Servicing for 22-24

S No.	Capacity	Repairing	servicing
1	990 Kva	30	280
2	630 Kva	10	200
3	400 Kva	10	72
4	100 Kva	10	48
5	25 Kva	600	360

Communication Details

Bidder should furnish the below details for future communication: -

<u>GENERAL INFORMATION</u>	
NAME OF COMPANY	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION		DESIGNATION
	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION		DESIGNATION
	MOBILE NO	TELEPHONE NO



SECTION – VIII

BID FORM

To

Head of Department

Contracts & Material Deptt.

BSES Yamuna Power Ltd

III Floor, "A" Block, Shakti Kiran Building,

Karkardooma, New Delhi-110032.

Sir,

We understand that BYPL is desirous of carrying out ----- in it's licensed distribution network area in Delhi Having examined the Bidding Documents for the above named works, we the undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract. The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

If our Bid is accepted, we under take to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.

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

We agree to abide by this Bid for a period of 90 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.

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

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

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

Dated this..... day of..... 2021

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

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

(IN BLOCK CAPITALS)

SECTION - IX

PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Yamuna Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract); And whereas the value of the Contract is Rs. (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before.

And whereas the Bank under instructions from the Supplier has agreed to guaranteed due performance of the Contract. Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) Shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Values aforesaid at any time up to (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.
2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfil its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.
3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during



the period that would be taken for satisfactory performance and fulfilment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

Day of 2022 at

1. For Bank

2. Signature Name Power of Attorney No:

Banker's Seal

SECTION - X

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non-Judicial Stamp Paper of Rs.100/-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 carrying out of [*name and/or description of the Job*] (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 BSES Shakti Kiran Building, Karkardooma, Delhi -110032, (herein after called —the "Purchaser")in the sum of Rs./- (Rupeesonly) 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 _____ 2022

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 Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

Beneficiary's bank detail with IFSC Code:

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911020005246567
5. IFSC Code: UTIB0000055

(Stamp & signature of the bank)

Signature of the witness

SECTION - XI

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

Reverse auction shall be governed by following terms and conditions:

- 1) BYPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).
- 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 and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard them against any possibility of non-participation in the auction event.
- 5) 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 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.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BYPL.
- 11) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BYPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.

ANNEXURE – III

BIDDER'S DETAILS

S.No.	Item	Description
1	Company Name	
2	BYPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	-
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	-
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	-
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	

20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2018-19 (Rs. Cr.)	
25	Turn Over FY 2019-20 (Rs. Cr.)	
S. No.	Item	Description
26	Turn Over FY 2020-21 (Rs. Cr.)	
27	Turn Over FY 2021-22 (Rs. Cr.)	
28	Profit after Tax FY 2018-19 (Rs. Cr.)	
29	Profit after Tax FY 2019-20 (Rs. Cr.)	
30	Profit after Tax FY 2020-21 (Rs. Cr.)	
31	Profit after Tax FY 2021-22 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

ATTACHMENT – A

Reference List of Order Executed / under Execution by the Vendor (M/s)

A) Major Orders Executed

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completion date as per Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigation / Arbitration (Y/N) (If Yes, furnish details)</u>	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											

B) Orders Under Execution

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completion date as per Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigation / Arbitration (Y/N) (If Yes, furnish details)</u>	<u>Remarks</u>

1.												
2.												
3.												
4.												
5.												