

BSES YAMUNA POWER LIMITED

Contracts & Materials Department

NOTICE INVITING TENDER (NIT)

RATE CONTRACT FOR SUPPLY

OF

PSC POLES 9 MTR 160 KG & 11 MTR 365 KG

NIT Reference No.	CMC/BY/26-27/RB/SkS/SV/24
RFx Number	2200000238
Date of Issue	14 August 2026
Pre-Bid Meeting	31 August 2026, 16:00 Hrs (Online)
Deadline for Queries	31 August 2026, 18:00 Hrs
Last Date for Submission	04 September, 15:00 Hrs (Online at https://srmpportal.bsedelhi.com/irj/portal)
Submission Mode	BSES Delhi e-Procurement Portal (SRM); originals only if expressly requested by BYPL

**BSES YAMUNA POWER LIMITED (BYPL)
CONTRACTS & MATERIALS DEPT.,
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032**

CIN: U40109DL2001PLC111525 | WEBSITE: www.bsedelhi.com

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NIT INDEX

S No.	DOCUMENT DESCRIPTION	PAGE NO
VOLUME – I		
1	INFORMATION TO BIDDER (ITB)	1 To 17
1.00	APPENDIX I	1 To 22
1.01	BID INDEX FOR PART-A (TECHNICAL BID)	
1.02	BID FORM	
1.03	TENDER FEE DETAILS	
1.04	EMD DETAILS	
1.05	FORMAT FOR EMD BANK GUARANTEE	
1.06	COMMUNICATION DETAILS OF THE BIDDER	
1.07	MANUFACTURER AUTHORIZATION FORM	
1.08	QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA	
1.09	LIST OF PURCHASE ORDERS EXECUTED & DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENT	
1.10	LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT	
1.11	SCHEDULE OF DEVIATIONS - TECHNICAL	
1.12	TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)	
1.13	SAMPLE SUBMISSION DETAILS (IF APPLICABLE AS PER SPECIFICATION)	
1.14	QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA	
1.15	UNDERTAKINGS	
1.16	SCHEDULE OF DEVIATIONS - COMMERCIAL	
1.17	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT	
1.18	CODE OF CONDUCT FOR SUPPLIERS	
2	GENERAL CONDITION OF CONTRACT	1 To 27
2.00	APPENDIX II	1 To 7
2.01	FORMAT FOR PERFORMANCE BANK GUARANTEE	
2.02	BENEFICIARY'S BANK DETAILS WITH IFSC CODE	
2.03	FORMAT OF WARRANTY/GUARANTEE CERTIFICATE	
2.04	FORMAT OF UNDERTAKING GST	
2.05	SUMMARY OF COMMERCIAL TERMS AND CONDITIONS	
VOLUME – II - FINANCIAL BID (PRICE FORMAT)		1 To 2
VOLUME – III - TECHNICAL SPECIFICATIONS		1 To 15

VOLUME – I: INFORMATION TO BIDDER (ITB)

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites **Open Tender** in the E-Tender Bidding Process on a “Single Stage: Two Parts” from interested Bidders to enter into a **Rate contract valid for one year** as detailed below:

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	BYPL Delivery Location
Rate Contract for supply of PSC Poles 9 mtr 160 kg & 11 mtr 365 kg	1,180	0.75 Crore	1.50 Lakh	Delhi Store(s)/ Site(s)

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

- 1.02 The tender document can be downloaded from our website www.bsesdelhi.com by navigating to → **BSES YAMUNA POWER LTD** → **Tender** → **Open Tenders** or access our e-tendering portal directly at <https://srmpdportal.bsesdelhi.com/irj/portal> to view and participate in the tender.
- 1.03 **Tender Fee:** The bidder must compulsorily submit the non-refundable tender fee of ₹ 1,180/- either as a demand draft or via online transfer through IMPS, NEFT, or RTGS to cover the cost of bid documents. Bids submitted without the Tender fee will be rejected.
- 1.04 **Earnest Money Deposit (EMD)** as specified in Table 1, must be valid for 120 days from the bid submission due date. It should be submitted in the form of BG, FD, or online transfer of the required amount through IMPS, NEFT, or RTGS. Bids submitted without the EMD will be rejected.
- 1.05 **Time Schedule**

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	up to 04.09.2026, 15:00 Hours
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online. Register in advance for this meeting via, the Zoom Meeting link: https://zoom.us/j/96992511469?pwd=g6yM2OR9gLyGM0C4Zza3nJwh0Mweb2.1 After registering, you will receive a confirmation email containing information about joining the meeting.	31.08.2026, 16:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	31.08.2026 up to 18:00 Hours
4	Last Date of replies to all the pre-bid queries as received	01.09.2026 up to 17:00 Hours
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	04.09.2026, 15:00HRS
6	Date & Time of Opening of PART A - EMD and Technical Bid	04.09.2026, 16:00HRS
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail.

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

1.06 The Bid shall be submitted online in two (02) parts as detailed below:

- **Part A - Techno Commercial Bid**
- **Part B - Financial (Price) Bid**

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

However, documents that require original submission, such as the Tender Fee (in the form of DD), Earnest Money Deposit (EMD) (in the form of BG/FD/DD as applicable), samples (where applicable), and any other documents specified in the tender documents, must be delivered to the BYPL office at the address below on or before the bid submission deadline:

**Head of Department
Contracts & Materials Dept.
BSES Yamuna Power Ltd
Reception, Ground Floor
Shaktikiran Building, Karkardooma
Delhi 110032**

Opening of Bids:

- **Part A (Techno-Commercial Bid):** Shall be opened online.
- **Part B (Financial Bid):** Shall be opened online only for Techno-Commercially qualified bidders. The date and time of opening Part B will be communicated separately in due course.

It shall be the sole responsibility of the bidder to ensure that the bid documents are submitted online and/or reach the above office on or before the last date and time specified.

All envelopes shall be duly superscribed "**NIT NO: CMC/BY/XX-XX/XX/XX/XX/XX [RFx No: 2200000XXX]**" and "**NIT Description**".

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

- Tender is received after the due date and time.
- Tender fee of requisite value is not submitted.
- Earnest Money Deposit (EMD) of requisite value & validity is not submitted.
- Financial Bid, as per the prescribed Price Schedule, is not submitted.
- The bid is incomplete in any respect.
- The required documents in support of the Qualification Requirements mentioned in Section 1, Clause 2.0 of this Tender Document are not furnished.
- Complete documents and details as per the Bid Index for Part-A (Technical Bid) at Appendix I – Annexure 1.01 are not enclosed.
- Filled in Schedule of Deviations as per Annexure is not submitted.

2.00 QUALIFICATION CRITERIA

The prospective bidder must satisfy all the following eligibility requirements to participate in the bidding process. Management reserves the right to disqualify any bidder who fails to meet any of the specified requirements.

2.01 **Technical Criteria:**

S. No.	Criteria	Documents to be submitted by the Bidder
1	The bidder should have their own manufacturing facility in India for solid pre-stressed cement concrete poles for the last 3 years.	i. OEM Valid Certificate of Incorporation & Factory (Manufacturing) Licence. ii. Detailed list of manufacturing units, their locations, and the specific works from which supplies shall be made against this tender, submitted by the OEM.
2	The Bidder should have supplied at least 5000 Nos of PSC Poles of 9 Mtrs & 11 Mtrs in last 5 years to any utilities/ SEB's/ PSU's/ reputed companies wherein the end-user shall be utilities/ SEB's/ PSU's.	i. Summary list of executed Purchase orders (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.09) ii. Copies of the relevant Purchase Orders iii. Material delivery clearance certificate copy or Invoice Copies or Delivery completion/ Performance certificate
3	Performance certificate for minimum 2-year satisfactory performance for supply of poles of similar or higher specifications supplied in last 7 years from the date of bid opening from at least two utilities/ SEB's/ PSU's/ reputed company wherein the end user shall be utilities/ SEB's/ PSU's. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.	Performance Certificates (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.10)
4	The bidder should have installed plant capacity to supply 150 nos of poles per month.	Installed Manufacturing Capacity (Duly certified by the CE/CA/DIC/Self-Undertaking/Government Organization/others)
5	The bidder must possess valid ISO 9001:2015 certification or above.	Valid copy of Certification

2.02 **Commercial Criteria:**

S. No.	Criteria	Documents to be submitted by the bidder
6	The bidder must have an Average Annual Sales Turnover of Rs 2 Crores or more in the last three (3) Financial Years (i.e., FY 2022-23, 2023-24, and 2024-25).	i. Audited Balance Sheet and Profit & Loss Account Or ii. Duly certified CA certificate having UDIN to be submitted. (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)
7	The bidder must submit an undertaking stating that "No Litigation" is pending with BYPL or any of its group/associate companies as of the date of bid opening.	Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)

8	The bidder must submit an undertaking (self-certification) that they have not been blacklisted or debarred by any Central / State Government Institution or Electricity Utility in India as of the date of bid opening.	Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)
9	The bidder must hold a valid PAN and GST Registration Number, and shall undertake to comply with all other applicable statutory laws and regulations prior to commencement of supply/work.	i. Copies of PAN and GST registration certificates ii. Self-undertaking confirming compliance with all statutory obligations (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)

Notwithstanding anything stated above, BYPL reserves the right to assess the bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

3.00 BIDDING AND AWARD PROCESS

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

3.01 BID SUBMISSION

BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:

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

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

1. Mr Sumit Verma, E-mail: Sumit.Ra.Verma@reliancegroupindia.com
2. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com, with your details as per below.

- a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available):

.....

- b) Trade Name:

- c) Address of Principal Place of Business:

- d) Contact Person's Name:

- e) Contact Person's Designation:

- f) Contact Person's Mobile No.:

- g) Contact Person's email ID:

- h) Also, attach a valid copy of the Power of Attorney in favour of the above-mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

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

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

However, documents that require original submission, such as the Tender Fee (in the form of DD), Earnest Money Deposit (EMD) (in the form of BG/FD/DD as applicable), samples (where applicable), and any other documents specified in the tender documents, must be delivered to the BYPL office at the address below on or before the bid submission deadline.

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

The bid documents and the outer envelope shall be addressed to the following:

Head of Department

Contracts & Materials Dept.

BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032

Kindly Note:

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

This is a two-part bid process. Bidders must submit their bids online in two parts – Part-A: Technical Bid & Commercial Terms & Conditions, and Part-B: Financial Bid – in the designated folder/location of the e-procurement portal before the due date and time specified in the tender. For detailed instructions, please refer to the user manual available at <https://srmpdportal.bsedelhi.com/irj/portal> and enclosed with the tender documents.

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

S. No.	Descriptions	Type of Documents/Format
A.1	Bid Details	
1	Bid Index for Part-A (Technical Bid)	In the prescribed format enclosed at APPENDIX I ANNEXURE – 1.01
2	Cover Letter, if any	Standard Format
3	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per enclosed format at APPENDIX I ANNEXURE – 1.02
4	Tender Fee	Non-refundable demand draft or online transfer of the requisite amount through IMPS/NEFT/RTGS for Rs 1,180, Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.03
5	EMD	Online transfer of the requisite amount through IMPS/NEFT/RTGS or FD or BG in the prescribed stamp paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	Power-of-Attorney/ Authorization Letter	In the standard stamp paper/letter
A.2	Technical Bid	
7	Communication Details of the Bidder	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	Manufacturer Authorization Form (as applicable)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07

9	Technical Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	Schedule of Deviations - Technical	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	Technical Details/Filled in Guaranteed Technical Particulars (GTP) as per specification	Bidder shall submit duly filled GTP with all Technical documents.
12	Technical Drawings as per specification	Bidder shall submit all Drawings as per the specification.
13	Type Test Reports	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12
14	Sample Submission Details (if applicable as per specification)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13
15	Product Catalogue (If applicable)	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications.
16	Manufacturer's Quality Assurance Plan	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications.
17	Other drawings/documents mentioned in technical specification	Bidders shall submit a copy of documents in their technical bids in support of technical specifications.
18	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
A.3 Commercial Bid		
19	Company Profile, Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualifications and experience.
20	Commercial Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	Undertakings	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	Schedule of Deviations - Commercial	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	Acceptance Form for Participation in Reverse Auction Event	Duly signed Acceptance Form for Participation in Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17
24	Commercial Terms and Conditions	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment Terms, PBG, etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05
25	Unpriced Bid Duly Signed	Item wise marked as "Quoted" & Duly Signed Unpriced Bid as per enclosed format at VOLUME – II - FINANCIAL BID (PRICE FORMAT)
26	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B:: FINANCIAL BID comprising of

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 7 of 17	Bidders seal & Signature
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- Price strictly in the Format enclosed at VOLUME – II - FINANCIAL BID (PRICE FORMAT) indicating Break up of basic price, taxes & duties, etc.
- The Bidder has to submit the item-wise price bifurcation in the bid. An unpriced copy must be attached to Part A (Technical Bid).

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

REVERSE AUCTION CLAUSE: The Purchaser reserves the right to conduct a Reverse Auction through SAP-SRM as an integral part of the tendering process. All bidders who are declared techno-commercially qualified shall mandatorily participate in the Reverse Auction. The Reverse Auction shall be conducted either on an individual item-wise basis or on a package-wise basis, as decided by the Purchaser. Bidder is to submit their acceptance as per the format APPENDIX I ANNEXURE – 1.17.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

BIDS RECEIVED AFTER THE DUE DATE AND TIME MAY BE LIABLE FOR REJECTION

4.00 AWARD DECISION

- 4.01 Purchaser intends to award the business on the lowest bid basis, so Bidders are encouraged to submit the bid competitively. The decision to place an LOI/Purchase Order solely depends on the purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Purchaser may deem relevant.
- 4.02 In the event of your bid being selected by the purchaser (and/or its affiliates) and your subsequent DEFAULT on your bid, you will be required to pay the purchaser (and/or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.
- 4.03 If the performance of the awarded Bidder is found to be unsatisfactory during the execution or delivery period, the award may be cancelled, and BYPL reserves the right to reallocate the order to another Bidder considered suitable.
- 4.04 Rate Contract: The rate contract shall have a validity period of 12 months from the date of RC issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder. Purchase Order (PO) shall be placed as per the requirement of BYPL.
- 4.05 Contract Price/Rate shall remain "FIRM" till the validity of the Contract.
- 4.06 Quantity Variation: The purchaser reserves the right to vary the quantity by (±) 30% of the tender quantity during the execution of the contract.
- 4.07 Quantity Splitting: The Purchaser reserves the right to distribute the procurable quantity among one or more eligible Bidders. In case of quantity splitting, the distribution shall be as follows:
a) If the quantity is split among 2 bidders, it will be done at 70:30 at the L1 price.
b) If the quantity is split among 3 bidders, it will be done at 50:30:20 at the L1 price.
Note: If quantity needs to be distributed and order splitting is required, quantity distribution shall be maximum among three (3) bidders.

5.00 MARKET INTEGRITY

- 5.01 We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms &

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 8 of 17	Bidders seal & Signature
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Conditions. Bidders must agree to these rules before 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 & Conditions. Bidders who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace restrict a bidder to the length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

6.00 BIDDER CONFIDENTIALITY

- 6.01 All information contained in this RFQ is confidential and shall not be disclosed, published or advertised in any manner without written authorization from BYPL. This includes all bidding information submitted.
- 6.02 All RFQ documents remain the property of BYPL and all Bidders are required to return these documents to BYPL upon request.
- 6.03 Bidders who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

7.00 CONTACT INFORMATION

- 7.01 Any technical or commercial clarification pertaining to this RFQ shall be sought strictly in writing and forwarded by e-mail, post, or courier to the addresses specified below. Clarifications shall not be entertained through telephone communication.

Address	Name/Designation	E-mail Address
Technical		
Civil Dept, 1 st Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Akhilesh Chaudhary DGM (Civil)	Akhilesh.Chaudhary@reliancegroupindia.com
	Ajay Gupta VP (HOD)	ajay.s.gupta@reliancegroupindia.com
Commercial		
C&M Dept, 3 rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Sumit Verma AVP (C&M)	Sumit.Ra.Verma@reliancegroupindia.com
	Santosh Singh Addl. VP (Head- Procurement)	Santosh.Kum.Singh@reliancegroupindia.com
	Rakesh Bansal VP (HOD-C&M)	Rakesh.Bansal@reliancegroupindia.com

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

- 1.00 BSES Yamuna Power Ltd (hereinafter referred to as "the Purchaser") intends to undertake various Load Growth, System Improvement, Repair & Maintenance works, etc., within its licensed distribution area in Delhi. Accordingly, the Purchaser has issued this tender for the procurement of materials as specified in the present bid document.

2.00 SCOPE OF SUPPLY/WORK

- 2.01 The scope broadly includes Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking of the materials at Purchaser's stores/site.

3.00 DISCLAIMER

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

4 COST OF BIDDING

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

B. BIDDING DOCUMENTS

5.00 BIDDING DOCUMENTS

- 5.01 The Scope of Supply/Work, Bidding Procedures and Contract Terms are described in the Bidding Documents.
- 5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

6.00 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time before the deadline for submission of bids, the Purchaser may for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 6.02 The amendment shall be part of the bidding documents, pursuant to Clause 5.01, and it will be notified on the e-procurement portal or website www.bsesdelhi.com, and the same will be binding on them.
- 6.03 To afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids. The same shall be published as a corrigendum on the e-procurement portal or website www.bsesdelhi.com.
- 6.04 Purchaser shall reserve the rights to the following:
- Extend the due date of submission,
 - Modify the tender document in part/whole
 - Cancel the entire tender
- 6.05 **Bidders are requested to visit the e-procurement portal or website regularly for any modification/clarification/corrigendum/addendum of the bid documents.**

C. PREPARATION OF BIDS

7.00 LANGUAGE OF BID

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

8.00 DOCUMENTS COMPRISING THE BID

- 8.01 The Bid prepared and submitted by the Bidder shall comprise the following components:
- All the Bids must be accompanied by the required Tender Fees and EMD as mentioned in the tender.
 - PART A - Technical Bid and
 - PART B - Financial Bid

9.00 BID FORM

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

10.00 EMD

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

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

- Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or
- Fixed Deposit (lien marked in favour of BSES Yamuna Power Limited) payable at Delhi.

- (c) Online transfer of requisite amount through IMPS/NEFT/RTGS to BYPL account mentioned herein in **Appendix II - BYPL BANK DETAILS WITH IFSC CODE.**

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

The EMD may be forfeited in the case of the following:

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

11.00 BID PRICES

- 11.01 Bidders shall quote for the entire Scope of Supply/Work with a break-up of prices for individual items. The total Bid Price shall also cover all the Bidder's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, and Transportation to the site, all in accordance with the requirement of the Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.
- 11.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes or Levies paid or payable during the execution of the supply work; a breakup of price constituents should be there.
- 11.03 Prices quoted by the Bidder shall be **"Firm"** and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with an adjustable price/price variation clause will be treated as non-responsive and rejected.**

12.00 BID CURRENCIES

- 12.01 Prices shall be quoted in Indian Rupees Only.

13.00 PERIOD OF VALIDITY OF BIDS

- 13.01 Bids shall remain valid for 120 days from the due date of submission of the Bid.
- 13.02 Notwithstanding Clause 13.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier.

14.00 ALTERNATIVE BIDS

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

15.00 FORMAT AND SIGNING OF BID

- 15.01 The original Bid Form and accompanying documents must be received by the Purchaser at the

date, time and place specified pursuant to Clauses 15.0 and 16.0.

- 15.02 The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid. A bid by a person who affixes to his signature the words 'President', 'Managing Director', 'Secretary', 'Agent' or other designations without disclosing his principal will be rejected.

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

- 15.03 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 initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

16.00 SEALING AND MARKING OF BIDS

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

17.00 DEADLINE FOR SUBMISSION OF BIDS

- 17.01 The Bid must be received by the Purchaser on or before the due date & time of submission.
- 17.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18.00 ONE BID PER BIDDER

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

19.00 LATE BIDS

- 19.01 No Bid will be received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 17.0.

20.00 MODIFICATIONS AND WITHDRAWAL OF BIDS

- 20.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's due date & time of submission, subject to any corrigendum/addendum/modifications in the tender documents uploaded to the website.

E. EVALUATION OF BID

21.00 PROCESS TO BE CONFIDENTIAL

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

22.00 CLARIFICATION OF BIDS

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

23.00 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 23.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. Purchaser may ask for submission of original documents to verify the documents submitted in support of qualification criteria.
- 23.02 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.
- 23.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 23.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.00 EVALUATION AND COMPARISON OF BIDS

- 24.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 24.02 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 will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will 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.

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

(a) Delivery Schedule

(b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

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

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in the Bidding Documents shall be evaluated. **The Purchaser may make its own assessment of the cost of any deviation to ensure a fair comparison of bids.**

24.04 Any price adjustments that result from the above procedures shall be added for comparative evaluation only to arrive at an "Evaluated Bid Price". Bid prices quoted by Bidder shall remain unaltered.

F. AWARD OF CONTRACT

25.00 CONTACTING THE PURCHASER

25.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

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

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

26.01 Submission of bids shall not automatically construe qualification for evaluation. The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

27.00 AWARD OF CONTRACT

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

27.02 The Purchaser reserves the right to issue either a single composite order or separate individual Purchase/Work Orders, which shall, inter alia, cover the Scope of Work as specified in the NIT, including:

a) Purchase Order for Supply

b) Work Order for Installation/Erection, Testing & Commissioning (wherever applicable)

c) Work Order for Civil (wherever applicable)

28.00 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

29.00 LETTER OF INTENT/NOTIFICATION OF AWARD

- 29.01 The Letter of Intent/Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 3 days of the issue of the letter of intent / notification of Award by Purchaser.

30.00 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

- 30.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 4% of the PO value (including GST) valid for a period of 12 months from the date of last receipt at site/stores plus 3 months claim period.

31.00 CORRUPT OR FRAUDULENT PRACTICES

- 31.01 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:
- (a) Defines, for this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behaviour 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 contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period, 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.
- 31.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of the Contract.

32.00 STATUTORY GUIDELINES & REGULATIONS

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

33.00 SAFETY

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

34.00 PRIORITY OF CONTRACT DOCUMENTS

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

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

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

BID INDEX FOR PART-A (TECHNICAL BID)

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

NIT & RFX No.:

Bidder's Name:

Bidder's Bid Reference No. & Date:

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

BID FORM

To

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

Sir,

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

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

TENDER FEE DETAILS

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

EMD DETAILS

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

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

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

The conditions of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

APPENDIX I NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 5 of 22	Bidders seal & Signature
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COMMUNICATION DETAILS OF THE BIDDER

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

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

Date:
Tender No.:

To

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

Sir,

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

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

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

Yours Sincerely,
For

Authorized Signatory

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

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

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

LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT														
S No	Item Details				PO No	Supplied/ Commissioning		Performance Certificate Issue Date	Performance Certificate Issued By End User (Utility/SEB/Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)		Qty.	Date			Name	Email	Mobile	From	To
Total						Σ								

Note –

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

SCHEDULE OF DEVIATIONS - TECHNICAL

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

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

Technical Deviations: -

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

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

Seal of the Bidder:

Signature:

Name:

TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)								
S No	Test Description	Reference Standard	Reference Standard Clause No.	Name of Testing Lab	Test Report Reference Number	Date of Issue of Report	Report Enclosed on Bid Page No	
							From	To
1								
2								
3								
4								
5								
6								
7								

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

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

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

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

Sir,

We *[name of bidder]*, , hereby undertake and confirm the following:

- *[name of bidder]* has "No Litigation" pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.
- All documents, certificates, and information submitted by us against this tender are genuine, true, and correct. Copies provided have been made from the original documents. In the event that any document, certificate, or information is found to be false, forged, or misleading, BYPL shall have the right, at its sole discretion, to take appropriate legal action, including forfeiture of EMD and disqualification from participation in future tenders of BYPL and its group companies, for an indefinite period or as decided by BYPL.

Yours Sincerely,

For

Authorized Signatory

Name : _____

Designation : _____

Seal : _____

APPENDIX I NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 15 of 22	Bidders seal & Signature
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SCHEDULE OF DEVIATIONS - COMMERCIAL

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

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

Commercial Deviations: -

S. No.	NIT Pdf Page No.	NIT Clause No.	NIT Clause Descriptions	Details of Clarification/deviation with justifications

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

Seal of the Bidder:**Signature:****Name:**

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

1. BYPL shall provide the user ID and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the bidder.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation, bid details, etc.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitches, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders from submitting the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due to 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 outright rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the reverse auction event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR Landed Cost basis at the BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids submitted by the bidders shall be proportionately reduced for each line item, based on the final all-inclusive prices determined at the conclusion of the auction event, to arrive at the final contract value.

Signature & seal of the Bidder

APPENDIX I NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 17 of 22	Bidders seal & Signature
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CODE OF CONDUCT FOR SUPPLIERS

BSES expects suppliers including their personnel (employees or sub-contractors) to support, embrace and enact the following Code of Conduct (CoC), apart from complying with all national and international regulations and laws that are applicable at any given time. BSES encourages its suppliers to go beyond compliance and embrace the principles of sustainability. BSES will support training and capacity-building programmes undertaken by suppliers, which promote awareness on sustainability and responsible business practices. BSES shall incorporate regulatory compliance and ESG performance as key criteria based on requirements as stated in the Code during evaluation of the suppliers.

A. Promote Environmental Sustainability

All suppliers support a precautionary approach to environmental issues and undertake initiatives to promote better environmental responsibility. To this end, suppliers will

1. Reduce resource consumption and conserve natural resources:
 - 1.1. Conduct all operations, sourcing, manufacture, distribution of products and the supply of services with the aim of protecting and preserving the environment.
 - 1.2. Use natural resources rationally and work towards reducing resource consumption (water, energy, fuel, electricity, other materials etc.) and GHG emissions.
 - 1.3. Identify environmental risks and set up appropriate prevention measures.
2. Prevent pollution and reduce waste generation
 - 2.1. Maintain all required official permits, licenses and registrations.
 - 2.2. Prevent contamination, limit waste generation, and avoid or minimise adverse impact on the environment and biodiversity by facilitating reusing and recycling material.
 - 2.3. Clearly monitor the precautions to be taken during operations & maintenance in case of emission of heat, vibrations, radioactive rays, noise or similar.
 - 2.4. Use only those chemicals and aerosols with very low or zero ODP (Ozone Depletion Potential), which are allowed as per the regulatory provisions.
 - 2.5. Ensure that all the chemical and hazardous substances are accompanied by the manufacturer MSDS (Material Safety Data Sheet) during transport, storage, use and disposal, and that instructions mandated be strictly followed. No chemical and hazardous substance shall be received without a MSDS document. All the applicable regulatory guidelines shall be adhered strictly for the procurement, transport, storage, use and disposal of such harmful and hazardous chemicals.
 - 2.6. Provide written instructions about handling and/or disposal of equipment and product during the life cycle if special handling is required.

B. Commitment to Human Rights, Labour and the Society

Suppliers shall support, respect and protect human and labour rights and make sure their organisation/entity is not complicit in any kind of abuses and/or violations. In this regard, the suppliers must:

1. Fair working conditions
 - 1.1. Provide and maintain healthy and safe working conditions and welfare facilities for the employees in its establishment.
 - 1.2. Ensure that wages and benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements.
 - 1.3. Provide all workers, both permanent and non-permanent, with employment documents that are freely agreed to and which respect their legal and contractual rights.
2. Health & Safety

APPENDIX I NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 18 of 22	Bidders seal & Signature
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Ensure that the activities of suppliers do not harm the health and safety of their own employees, suppliers and subcontractors, local communities/population, and finally the users of its products and services, which is in accordance with the BSES's Mission Zero Harm in Health and Safety.

3. Child Labour

- 3.1. No person below 18 years shall be employed or permitted to work in any occupation or process.
- 3.2. Zero tolerance for any kind of child labour in their establishments and supply chain.

4. Forced Labour

- 4.1. Under no circumstance shall suppliers use forced labour¹, whether in form of compulsory or trafficked labour, indentured labour, bonded labour or other forms, through direct or indirect use of force and/or intimidation.
- 4.2. Any kind of slavery, mental and physical coercion, human trafficking and debt bondage in the supply chain shall not be tolerated.

5. Wages and Working hours

- 5.1. Ensure that all applicable regulations related to wages, overtime compensation and other legally mandated benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements. Minimum wages are applicable as per applicable in central Act and State rules.
- 5.2. Ensure that maximum working hours laid down and are adhered to.

6. Freedom of Association and Collective Bargaining

- 6.1. Recognise and respect the rights of workers to freedom of association and collective bargaining. Workers are not intimidated or harassed in the exercise of their right to join or refrain from joining any organisation.
- 6.2. Ensure that all employees can communicate with the management regarding working conditions.

7. Non-Discrimination and Equal opportunity

- 7.1. Commit, within the scope of prevailing laws and statutes, to oppose all forms of discrimination².
- 7.2. Maintain a work environment free from any form of discrimination and harassment.
- 7.3. Refrain from discrimination in hiring and employment practices on grounds of skin colour, age, caste, gender, race, ethnicity, nationality, socio-economic background, physical or mental disability, religion, sexual orientation, marital status, pregnancy, dependants, political or religious opinion, ideology, union membership and personal or social circumstances. Special attention must be paid to the rights of workers most vulnerable to discrimination.

8. Zero Tolerance towards Harassment

- 8.1. Treat all employees with respect and dignity and furthermore ensure that their own suppliers treat their employees in the same manner.
- 8.2. No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment³, or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.
- 8.3. No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

C. Ethical Integrity and Legality

Suppliers shall demonstrate the highest standard of integrity, ethics, and business conduct.

APPENDIX I NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 19 of 22	Bidders seal & Signature
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1. Compliance with Applicable laws and regulations:
 - 1.1. All activities must be carried out in compliance with the legislation that is applicable in the countries in which the suppliers operate.
 - 1.2. All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/ competition laws.
 - 1.3. Avoid any conduct that could tarnish or damage the reputation of BSES.
2. Anti-Corruption & Anti Bribery
 - 2.1. All forms of bribery and corruption are prohibited
 - 2.2. Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.
 - 2.3. Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.
 - 2.4. No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anti- corruption laws and, directly or indirectly offering, promising, hiring or authorising payments in cash or in kind to any BSES employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.
3. Conflict of Interest
 - 3.1. All and any conflict of interest in any business dealings with BSES, of which the suppliers are aware, should be declared to BSES so that appropriate action can be taken.
 - 3.2. Avoid a situation where there is a real or potential conflict of interest with BSES employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions. If avoidance is not possible, the suppliers should inform BSES of the situation so that appropriate action can be taken.
4. Insider Trading and Other Economic Crimes
 - 4.1. Ensure that all business and commercial dealings are transparently performed and accurately recorded in the books and records.
 - 4.2. Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.
 - 4.3. Avoid actual or attempted participation in economic offences, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.
 - 4.4. Refrain from insider trading. No confidential information regarding BSES is used to either engage, facilitate or support insider trading in BSES's shares.
 - 4.5. Take necessary measures to detect and prevent any illicit or suspicious forms of payment and inform and/or report through established channels if it has any suspicion or concern in this regard.
5. Gifts & Hospitality
 - 5.1. Any business entertaining/hospitality with BSES should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way BSES's decisions on future business relationship.
 - 5.2. Only gifts/honorarium of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.
 - 5.3. Neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain

uncompetitive favours for the conduct of its business with BSES.

- 5.4. Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of BSES or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.

6. Competition, Confidentiality and Data Privacy

- 6.1. All market survey/other entities information must be obtained and used legitimately and in compliance with all applicable laws and regulations.
- 6.2. No attempt should be made to divulge to BSES any information about any other entity in violation of any law or agreement.
- 6.3. Likewise, BSES's confidential information must not be shared with any Supplier unless expressly permitted by BSES in writing by authorised signatory under the respective purchase order or agreement, as the case may be.

7. Transparency and Ethics

7.1 Fair competition

Avoid any action that may constitute an illegal practice of unfair competition and ensure compliance with applicable competition laws.

7.2 Corporate image and reputation

Suppliers must NOT:

- Make false statements or provide any misleading information regarding its products/services.
- Give the impression of representing or being the spokesperson of BSES while getting associated with any religious/political party or for activities in their personal capacity.

8. Protection of Intellectual Property and No Misuse or Improper use of BSES's assets/ property

- 8.1. Respect and protect all confidential information and intellectual property of BSES.
- 8.2. Do not misuse and share assets of BSES and employ them only for the purpose of conducting the business for which they are duly authorised by BSES. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources and intangible assets such as intellectual property rights, processes, know how & technology, proprietary information, etc.
- 8.3. Safeguard, secure, and protect BSES's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.
- 8.4. Promptly report loss, theft or destruction of any intellectual property and data of the Company or that of any Supplier.

9. Financial Records and Accuracy in Books

- 9.1. Have accounting practices in place to ensure accuracy of its financial books and records.
- 9.2. Ensure accurate accounting and proper reporting of information pertaining to the business and financial results in accordance with applicable Accounting Standards [Generally Accepted Accounting Principles (GAAP)].
- 9.3. Ensure compliance to applicable laws and regulations with respect to accounting and taxation and timely discharge of tax liability.

10. Sanction Laws

- 10.1 Do not engage in any dealings or transactions with any person, or in any country or territory that are subject to global / regional sanctions as mentioned herein below in clause 10.2. BSES is vigilant of its suppliers who may be on a sanctions list or have a related company in a country subject to global/regional sanctions. In case of any concerns, the supplier should immediately report to BSES.
- 10.2 Do not be subject to or the target of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Government including without limitation by

the World Bank or by the United Nations Security Council, the European Union, the United Kingdom including by Her Majesty's Treasury or the Department of Business, Innovation and Skills, a relevant regulatory authority or the Minister of Foreign Affairs of Canada under the Special Economic Measures Act or the United Nations Act or legislation or regulations with similar purpose or effect or any other relevant sanctions authority of any other country (collectively, 'Sanctions Laws') nor is the Company or any of its subsidiaries / affiliates located, organised or resident in a country or territory that is the subject of the target of Sanctions Laws

10.3 Do not take any action which places or is likely to place BSES in violation of Sanctions Laws and/ or breaches affecting the reputation and/ or business interests of BSES

11. Responsible Sourcing

Ensure that goods and materials are not sourced in a suspicious or illegal way and implement measures for sustainable procurement practices³ to ensure compliance with laws and regulations.

12. Quality of Product and Services

Products and services should meet the specifications, quality, safety and environmental criteria specified in the relevant contract documents and required by applicable laws

13. Corporate Citizenship

Suppliers shall be committed to be good corporate citizens, not only in compliance with all relevant laws and regulations, but also by assisting and supporting initiatives to improve the quality of life of local communities/regions in which it operates. The activities may be, but not limited to, community health and family welfare, vocational training, education and literacy and employment.

¹ 'Forced Labour' or 'Involuntary Labour' refers to all work or service that is extracted under the menace of penalty. It also includes terms such as, bonded labour and modern slavery. It also includes any labour for which the worker receives less than the government stipulated minimum wage.

² 'Discrimination' refers to unjust or prejudicial treatment of people, especially on the grounds of, but not limited to, caste, creed, gender, race, ethnicity, age, colour, religion, disability, socio-economic status or sexual orientation.

³ Sustainability shall mean to devise a practice & procedure proactively to sustain resources of organisation and society at present levels with reasonable degradation. Sustainable procurement or sourcing is the process of making purchasing decisions that meet an organisation's needs for goods and services in a way that benefits not only the organisation but society, while minimising its impact on the environment. Organisation integrates the sustainability into business model as a resultant of ESG principles. This is achieved by ensuring that the working conditions of its suppliers' employees are decent, the products or services purchased are sustainable, where possible, and that socio- economic issues, such as inequality and poverty, are addressed

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

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

1. General Instructions & Applicability

- 1.1. All Bids shall be prepared and submitted strictly in accordance with these instructions. The Bidder shall be solely responsible for all expenses incurred in the preparation and submission of the Bid. Under no circumstances shall the Purchaser be held liable for such costs, regardless of the outcome of the bidding process.
- 1.2. The Purchaser reserves the right to seek clarifications or additional information from any Bidder at any stage of the evaluation process. The Purchaser may, at its discretion, reject any Bid that is incomplete, non-responsive, or fails to meet the requirements stated in the Bid Documents. The decision of the Purchaser regarding the responsiveness or rejection of any Bid shall be final and binding, without any financial or other obligation on its part.
- 1.3. The Bidder shall be deemed to have carefully examined, read, and fully understood all instructions, terms, conditions, and technical requirements specified in the Tender Documents prior to submission of its Bid.

2. Definitions and Interpretations

- 2.1. COMPANY / OWNER / PURCHASER / BUYER / CUSTOMER shall mean BSES Yamuna Power Limited (BYPL), a company incorporated under the Companies Act, 2013, having its registered office at Shakti Kiran Building, Karkardooma, Delhi – 110032. The expression shall include its authorized representatives, agents, successors, and permitted assigns.
- 2.2. BIDDER / SELLER / SUPPLIER / VENDOR / CONTRACTOR / AGENCY / MANUFACTURER shall mean the entity submitting a quotation or proposal in response to this bid enquiry issued by the Purchaser. The term Seller refers to the successful Bidder(s) whose bid has been accepted by the Purchaser and on whom the Letter of Acceptance or Letter of Award or Purchase Order is issued, and shall include the Seller's heirs, legal representatives, successors, and permitted assigns, wherever applicable.
- 2.3. OFFER SHEET shall mean the Bidder's formal and firm offer submitted to BYPL in accordance with the specifications set forth in the Bid Documents.
- 2.4. CONTRACT PRICE/RATE shall mean the price specified in the Letter of Intent, Letter of Award, Rate Contract, or Purchase Order, as applicable.
- 2.5. SITE shall mean the location(s) where the Works, Goods, or Services are to be delivered, installed, commissioned, or executed, as specified elsewhere in the Tender Documents.
- 2.6. STORE shall mean the designated area or location where goods and materials are stored, or as otherwise defined in the Contract.
- 2.7. ENGINEER IN CHARGE shall mean the Company's authorized or nominated representative responsible for supervising and administering the execution of the Works under the Contract.
- 2.8. APPLICABLE LAW shall mean the Constitution of India and all laws, rules, regulations, directives, notifications, codes, orders, or instructions having the force of law as issued by any competent legislative or governmental authority, including but not limited to laws relating to taxes, duties, assessments, expropriation, and compulsory acquisition, as amended from time to time. Any resulting implications shall constitute a Change in Law or Change in Permits, as applicable.

- 2.9. OTHER CLEARANCES shall mean all consents, approvals, permits, or authorizations required to be obtained from governmental or local authorities necessary for commencing or completing the work.
- 2.10. DEFECT LIABILITY PERIOD shall mean the period during which the Seller shall remain responsible for the repair or replacement of any defective part of the Works executed under the Contract, at no additional cost to the Purchaser.
- 2.11. TENDER SPECIFICATION shall mean the technical and commercial requirements, Indian Standard specifications, and description of works detailed in the Tender Documents, including all documents and references expressly or implicitly forming part of the Tender.
- 2.12. SPECIFICATIONS shall collectively mean all stipulations contained in the RFQ, Commercial Terms and Conditions, Instructions to Bidders, Technical Specifications, and any Amendments, Revisions, Deletions, or Additions issued by the Purchaser from time to time.
- 2.13. CODES AND STANDARDS shall mean all applicable codes and standards referred to or implied in the Specifications.
- 2.14. CHANGE OF WORK shall mean any addition, deletion, suspension, or modification to the scope, quality, functionality, or requirements of the Work as defined in the Contract, resulting in a corresponding change to the Technical Specifications and/or completion schedule.
- 2.15. GOOD INDUSTRY PRACTICE shall mean the level of skill, care, diligence, prudence, and foresight reasonably expected from a competent and experienced service provider engaged in similar activities under similar circumstances, in compliance with prevailing laws, regulations, and industry standards.
- 2.16. CONTRACT shall mean the agreement formed by the Letter of Award or Acceptance, Purchase Order or Work Order, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), the Tender and its Annexures, and all addenda, corrigenda, and clarifications issued by the Purchaser.
- 2.17. EFFECTIVE DATE OF CONTRACT shall mean the date of issuance or award of the Contract, which shall also be deemed the Contract Commencement Date.
- 2.18. CONTRACT PERIOD shall mean the total duration agreed upon between the Seller and Purchaser for execution of the Contract, inclusive of any extended contract period for reason beyond the control of the Seller and/or Purchaser due to force majeure.
- 2.19. CONTRACT COMMENCEMENT DATE shall mean the date of issuance or award of the Contract, which shall be deemed the Effective Date of Contract.
- 2.20. CONTRACT COMPLETION DATE shall mean the date marking the expiry of the Guarantee or Defect Liability Period, which shall be deemed the Contract Completion Date.
- 2.21. ACCEPTANCE shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- 2.21.1. Written approval by the Purchaser's Inspector authorizing dispatch of material from the Supplier's works.
 - 2.21.2. Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance note.
 - 2.21.3. In case of supply and installation contracts, acceptance shall mean issuance of the Equipment/Material Takeover Receipt after successful installation, commissioning, and final acceptance.

3. Contract Documents Priority & Formation

- 3.1. The documents forming the Contract shall be read as mutually explanatory. In case of any ambiguity or discrepancy, the same shall be clarified and resolved by the Purchaser, whose interpretation shall be final. Unless otherwise provided, the order of precedence of Contract documents shall be as follows:
- 3.1.1. Contract Agreement/Purchase Order/Work Order
 - 3.1.2. Letter of Acceptance / Letter of Intent / Letter of Award
 - 3.1.3. Agreed Minutes of the Tender Negotiation Meetings
 - 3.1.4. Agreed Minutes of the Tender Technical Meetings
 - 3.1.5. Priced Bill of Quantities
 - 3.1.6. Technical Specifications, Drawings, and Scope of Work
 - 3.1.7. Tender Document including all Appendices, Addenda, and Corrigenda (latest revisions to take precedence)
 - 3.1.8. Applicable Codes and Standards
- 3.2. In the event of any inconsistency, the interpretation most consistent with achieving the Project's technical, legal, and statutory objectives shall prevail. No oral communication or instruction shall supersede the written Contract documents.

4. Governing Laws & Dispute Resolution

- 4.1. The Contract shall be governed by and interpreted in accordance with the laws of India.
- 4.2. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall first be sought to be resolved amicably through mutual consultation between the Parties.
- 4.3. In the event that an amicable resolution is not achieved within a reasonable period, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or as amended. The Arbitral Tribunal shall consist of three (3) arbitrators — one to be appointed by each Party, and the third, who shall act as the presiding arbitrator, to be jointly appointed by the two arbitrators so nominated.
- 4.4. The seat and venue of arbitration shall be New Delhi, India, and the language of proceedings shall be English. The arbitral award rendered by the Tribunal shall be final and binding upon both Parties.

5. Change in Law

- 5.1. Change in Law shall mean the occurrence of any of the following events after the Effective Date of the Contract:
- 5.1.1. The enactment or coming into force of any new Applicable Law.
 - 5.1.2. Any amendment, modification, alteration, or repeal of an existing Applicable Law, or the issuance of any new or revised directive, regulation, or order thereunder.
 - 5.1.3. Any change or variation in the rate, nature, or applicability of taxes, duties, levies, or charges payable in connection with this Contract.
- 5.2. In the event of any Change in Law, the impacted Party shall promptly notify the other Party in writing with relevant details.
- 5.3. If such Change in Law results in any increase or decrease in the cost, expense, or liability of the Seller in performing its obligations under the Contract, an equitable adjustment shall be made to the Contract Price and/or the Schedule of Completion as mutually agreed between the Parties.

5.4. The Parties agree to negotiate in good faith to reasonably compensate or adjust obligations affected by such Change in Law to ensure the fair performance of the Contract.

6. Language, Measurement & Precedence

6.1. The Contract issued by the Company to the Seller, along with all related correspondence, documents, instructions, and communications, shall be prepared and maintained in the English language. In case of any translation of Contract documents, the English text shall prevail and govern in the event of any conflict or ambiguity.

6.2. All dimensions, units, quantities, and measurements shall be expressed and interpreted strictly in accordance with the Metric System (International System of Units - SI). Any deviation or alternative units must be clearly specified and mutually agreed upon in writing.

7. Scope of Supply - General

7.1. The "Scope of Supply" shall be on the basis of Supplier's responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.

7.2. Supplier shall have to quote for the Bill of quantities as listed in Volume - II of this RFQ.

7.3. Quantity variation and additional requirements if any shall be communicated to Seller during execution.

7.4. All relevant drawings, data and instruction manuals.

8. Specifications, Codes & Standards

8.1. All applicable codes and standards referred to in the Contract Document shall be strictly followed. Codes and standards not specifically mentioned in the Contract Document may be adopted with prior written approval of BYPL, provided that the materials, supplies, and equipment conforming to such standards are equal to or better than the corresponding standards specified in the Contract.

8.2. Product manufacturer or brand names cited in the Contract Documents are intended solely to indicate the required type and quality of products. No substitution or alteration of the specified brands or product quality shall be made without the prior written consent of BYPL. All products and equipment shall be used or installed strictly in accordance with the original manufacturer's guidelines, unless otherwise directed by BYPL.

8.3. In all cases, compliance with the relevant codes, standards, and requirements prescribed by applicable government authorities shall be ensured

8.4. In the absence of specific BSES standards, the relevant Indian Standards (IS) or International Electrotechnical Commission (IEC) standards, as applicable, shall be followed.

9. Representations and Warranties

9.1. It is hereby represented and warranted that full legal capacity, along with all valid licenses, permits, and approvals required to perform the obligations under this Contract, are in place.

9.2. It is warranted that all Goods supplied under this Contract:

9.2.1. Are brand new and free from any defects in design, materials, and workmanship.

9.2.2. Fully conform to the specifications and requirements of the Contract.

9.2.3. Are suitable and fit for the intended purpose as specified in the Contract Documents.

- 9.3. It is further warranted that all Services performed shall be executed with the highest degree of skill, care, and diligence, in accordance with Good Industry Practice and prevailing professional standards.

10. Ethics, Integrity & Code of Conduct

- 10.1. Full compliance shall be ensured with all anti-bribery, anti-corruption, conflict of interest, gifts and gratuities, and integrity policies issued or communicated by the Purchaser. For Contracts exceeding the specified thresholds, execution of an Integrity Pact shall be mandatory in accordance with the Purchaser's guidelines.
- 10.2. Any breach of these ethics and integrity obligations may result in disciplinary action, including but not limited to termination of the Contract, forfeiture of performance security deposits, recovery of losses incurred by the Purchaser, debarment from future procurement opportunities, and reporting to the relevant regulatory or enforcement authorities.

11. Sustainability, ESG & Legal Compliance

- 11.1. An Environmental, Social, and Governance (ESG) program appropriate to the scope of work shall be implemented, including but not limited to the following:
- 11.1.1. Compliance with applicable Extended Producer Responsibility (EPR), electronic waste, hazardous waste, plastic waste, and battery waste management regulations;
 - 11.1.2. Adherence to RoHS/REACH standards where applicable;
 - 11.1.3. Design and supply of energy-efficient products meeting prescribed star ratings or efficiency classes;
 - 11.1.4. Provision for take-back and responsible disposal or recycling of packaging and end-of-life equipment, where mandated;
 - 11.1.5. Implementation of Occupational health and safety management systems aligned with IS/ISO 45001;
 - 11.1.6. Social safeguards including prohibition of child labour, forced labour, assurance of fair wages, and provision of safe and dignified workplaces.
 - 11.1.7. Adoption of environmentally responsible practices such as waste minimization, recycling, and strict prohibition of hazardous materials usage, in accordance with relevant laws and regulations.
- 11.2. Support shall be extended to the Purchaser's Scope-3 greenhouse gas emissions tracking efforts by submitting quarterly reports detailing, where available, the embodied carbon content of supplied goods (where available) and associated logistics emissions. The Seller shall provide reasonable assistance in this regard at no additional cost.
- 11.3. Priority shall be given to the use of recycled or returnable packaging materials, and single-use plastics shall be minimized except where necessary for product protection. All wooden packaging shall be sourced from legally compliant entities. Pallets, drums, and similar packaging materials shall be collected and returned for reuse or recycling, wherever feasible.
- 11.4. Accurate records, documentation, and evidence of compliance with all ESG requirements shall be maintained and furnished to BYPL or relevant authorities as reasonably requested, in the prescribed format and frequency.

12. Data & Cybersecurity

- 12.1. For any scope involving software, firmware, or networking components, the following requirements shall apply:
- 12.1.1. Provide comprehensive cyber hardening guidelines;
 - 12.1.2. Maintenance of a vulnerability disclosure window of thirty-six (36) months from the date of delivery;

- 12.1.3. Timely provision of security patches and firmware updates as and when they become available;
- 12.1.4. Submission of a software Bill of Materials (SBOM) listing all included software components;
- 12.1.5. Confirmation that no hard-coded credentials exist in delivered software or devices.
- 12.1.6. Any connection to the Purchaser's network shall require prior written authorization before implementation.

12.2. Any personal data processed in relation to this Contract shall be handled in full compliance with applicable data protection laws, including the Digital Personal Data Protection Act, 2023, as amended from time to time. Appropriate technical and organizational security measures shall be implemented, and any data breach or security incident impacting Purchaser data shall be promptly notified to the Purchaser.

13. Local Content and Eligibility

- 13.1. Full compliance shall be ensured with the Public Procurement (Preference to Make in India) Order and related norms. This includes submission of accurate declarations of local content in goods and services, along with consent for verification and audit by the Purchaser or authorized agencies. Any false or misleading declaration shall entitle the Purchaser to disqualify the offer, terminate the Contract, and impose debarment in accordance with applicable regulations.
- 13.2. Entities originating from countries sharing land borders with India shall comply with the registration and eligibility criteria prescribed by the Government of India. Non-compliance with these requirements shall render the offer ineligible for consideration and may result in termination of the Contract if discovered after award.

14. Manufacturing Approvals & Clearances

- 14.1. Transmittal approval documents - including Guaranteed Technical Parameters (GTP), drawings, Quality Assurance Plans (QAP), and other relevant documents - shall be submitted within 10 days to the designated BYPL official for review and approval. BYPL shall provide approval or comments within seven (7) calendar days of the initial submission. Should resubmission be required, the Seller shall complete it within five (5) calendar days. Subsequent approvals or comments from BYPL on such resubmissions will be issued within five (5) calendar days. Repeated resubmissions are discouraged and may impact timelines.
- 14.2. Manufacturing activities shall commence only after the Seller receives formal transmittal approval and manufacturing clearance from BYPL.
- 14.3. All documents submitted for transmittal approval must reflect pre-award discussions and confirmations between BYPL and the Seller to ensure accuracy and compliance.
- 14.4. Post Order Transmittal Approval shall be completed within 04 weeks from the date of Rate Contract/Purchase Order. Delays in obtaining transmittal approval shall not be accepted as valid grounds for extension of delivery timelines or waiver of liquidated damages.

15. Errors, Omissions & Discrepancies

- 15.1. Sole responsibility shall rest for all discrepancies, errors, and omissions identified in the drawings, documents, or any other information submitted, irrespective of whether such submissions have been approved, reviewed, or accepted by BYPL. However, any design or drawing errors arising directly from inaccurate or incomplete data or written instructions provided by BYPL shall not be so attributed.

16. Quality Assurance, Inspection, Testing and Test Certificates

- 16.1. All equipment shall be procured solely from authentic sources approved by the Company and in accordance with Company specifications.
- 16.2. A detailed Quality Assurance Plan (QAP) and test procedures shall be prepared, identifying all stages of manufacturing, associated quality checks, raw material inspections, and Customer hold points. The document shall specify inspection methods, acceptance criteria, and applicable standards, and shall obtain Purchaser approval prior to commencement of manufacturing. The Purchaser reserves the right to review in-house inspection reports and quality checks at stages other than Customer hold points and may issue remarks requiring additional testing, rectification, or rejection, which shall be duly complied with.
- 16.3. Witness and Hold points represent critical inspections or tests during manufacturing, for which prior intimation shall be given to the Purchaser to facilitate witnessing. Final inspection shall constitute a mandatory hold point. No work shall proceed beyond any hold point without explicit clearance from the Purchaser or receipt of a witness waiver letter.
- 16.4. Any waiver by the Purchaser of a quality assurance activity at any stage shall not relieve responsibility for compliance with all Contract requirements, codes, and referenced standards, nor preclude the Purchaser from subsequently rejecting non-conforming materials or work.
- 16.5. All applicable test certificates and joint inspection reports related to equipment and materials shall be submitted.
- 16.6. Manufacture items shall not be dispatched without prior receipt of a Material Dispatch Clearance Certificate (MDCC) or explicit instructions from the Purchaser.
- 16.7. All in-house testing and inspections shall be conducted at no additional cost. Such inspections shall be overseen by the Purchaser or its authorized third-party inspection agency. Costs of futile or abortive inspection visits shall be deducted from invoices.
- 16.8. The Purchaser reserves the right to send any supplied material to recognized laboratories for testing at any time, with testing costs borne accordingly. In the event that materials fail to meet the specified technical requirements, all associated charges and penalties shall be borne as applicable. Wherever required, a representative shall be present to witness the sealing of materials at the storage site prior to dispatch for testing to avoid any dispute.

17. Inspection & Test Charges

- 17.1. The Goods shall be subjected to inspection by the Purchaser and/or a third-party inspection agency appointed by the Purchaser. Such inspections shall include stage-wise and final inspections as per the mutually agreed Quality Assurance/Quality Control (QA/QC) procedures. Additionally, inspections may be conducted at the Purchaser's site or storage facilities. Any damaged or rejected Goods shall be repaired or replaced to the satisfaction of the Purchaser at no additional cost.
- 17.2. Inspection charges are deemed to be included in the total Contract value, whereas third-party inspection fees shall be borne by the Purchaser. However, costs arising from futile or abortive visits by the Purchaser's inspectors to the premises shall be deducted from invoices.
- 17.3. No shipment of Goods, whether in whole or in part, shall be effected under this Purchase Order until a written Release for Shipment Notice has been received from the Purchaser or its authorized representative.

- 17.4. Requests for stage-wise or pre-dispatch inspections must be submitted to the Purchaser at least seven (7) days in advance, utilizing the official request format provided by BYPL.

18. Documentation

- 18.1. All materials and equipment shall be procured exclusively from BYPL-approved sources and shall strictly conform to BYPL specifications and Transmittal Approvals. Copies of all relevant Material and Type Test Certificates, Operation and Maintenance (O&M) Manuals, and approved as-built drawings for the supplied equipment shall be submitted. Compliance with BYPL specifications and Field Quality Procedures shall be mandatory and ensured throughout the execution of the project.

19. Packing, Handling, and Storage

- 19.1. Packing: All Commodities shall be packed in suitable crates, boxes, drums, containers, cartons, or other appropriate packaging to ensure safe transportation by road or rail to BYPL's Delhi/New Delhi stores or project site. The packaging shall provide adequate protection against damage during transit. Wherever feasible, biodegradable packaging materials shall be used in compliance with applicable environmental standards.
- 19.2. Packing List: Each package shall contain a detailed packing list itemizing the contents with exact weight, external dimensions (length, width, and height), Item SAP Code, Purchase Order number, and date. One copy of the packing list must be enclosed inside each package delivered.
- 19.3. Prior to commencement of supply, the Material Safety Data Sheet (MSDS), along with detailed handling and storage instructions or manuals (where applicable), shall be provided. Copies of these documents shall accompany the first lot of materials delivered and be maintained at the storage or project site location.

20. Delivery Terms & Address

- 20.1. The Goods shall be delivered to BYPL's designated Store(s) and/or Site(s). All shipments shall be made on a Free on Road (FOR) destination basis, inclusive of all applicable taxes and duties.
- 20.2. Responsibility for unloading of the Goods at the respective BYPL Store(s) or Site(s) shall rest accordingly.
- 20.3. Wherever applicable, all required transit documents, including E-Way Bills, shall be issued to ensure lawful transportation of the Goods. The logistics partner or transporter shall not be held liable for any loss, penalties, or confiscation arising from improper documentation or mis-declaration.

21. Transportation

- 21.1. Responsibility shall rest for arranging transportation of the Goods from the manufacturing works or warehouses to the Buyer's designated Store(s) or Site(s).
- 21.2. All charges related to transportation from the works to the Buyer's Store(s) or Site(s) shall be deemed included in the total Order value and shall not be claimed or billed separately

22. Transit Insurance

- 22.1. Transit Insurance shall be arranged for all materials and Goods.

- 22.2. In the event of damage to or loss of cargo during transit, coordination shall be undertaken with the relevant insurance company for obtaining coverage, lodging claims, and facilitating settlement. Irrespective of the insurance outcome, the damaged or lost Goods shall be replaced and delivered to the Purchaser within thirty (30) days of the incident, at sole cost and expense, including all associated costs of replacement and delivery.

23. Acceptance & Rejection of Goods

- 23.1. Goods shall be accepted only upon receipt of the Material Dispatch Clearance Certificate (MDCC).
- 23.2. The Purchaser shall not accept materials if LR / RR / Bilty and the Original Tax Invoice (Transporter Copy) are not handed over at store/site. The Seller shall draw all dispatch documents in favour of Purchaser as "Consigned to" and "Billed to".
- 23.3. The materials shall be supplied during working hours from 10AM to 5PM. No delivery shall be effected after this time unless prior intimation is given to the Purchaser.
- 23.4. Acknowledgement of receipt, duly signed by the authorized person at the store/site along with the Purchaser's seal, shall be obtained confirming receipt of materials and quantities. In the absence of such acknowledgement, payment shall not be processed.
- 23.5. Exact quantities shall be supplied as per the MDCC. In case of short supply, as verified at the store/site, the discrepancy shall be adjusted and payment shall be released on a net basis accordingly.
- 23.6. The Purchaser retains the exclusive right to reject any Goods that do not strictly comply with the terms and conditions of the Purchase Order.

24. Price Validity

- 24.1. The agreed prices shall remain firm and fixed for the entire duration of the Contract until its completion.

25. Prices/Rates/Taxes

- 25.1. Price basis for supply of Materials & Services:
- 25.1.1. The Contract price/rates finalized shall remain firm and fixed for the entire duration of the Contract and shall not be subject to any variation or escalation for any reason whatsoever.
- 25.1.2. The supply prices shall be inclusive of packing, forwarding, loading at the manufacturer's premises, payment of GST, freight, and all other applicable local charges. Octroi is presently not applicable in Delhi; however, if made applicable, it shall be reimbursed at actuals.
- 25.1.3. The supply prices shall also include unloading at BYPL Delhi/New Delhi stores/sites.
- 25.1.4. Transit insurance shall be arranged at no additional cost to the Purchaser.
- 25.1.5. GST is included in the total Contract price. GST payments shall be processed only upon submission of a valid GST registration certificate and a self-declaration on letterhead confirming compliance with GST provisions and deposit as per applicable laws. The GST registration number shall be provided.
- 25.1.6. Income Tax (IT) at applicable rates shall be deducted from invoices as Tax Deducted at Source (TDS), as per prevailing laws.

26. Taxes & Duties

- 26.1. All taxes, duties, turnover tax, labour cess, etc. (except GST) levied by State or Central Governments or local bodies shall be borne by the Seller. Any new taxes and duties levied by the government during the term of this Agreement shall be borne by BYPL. Income tax and TDS will be deducted at source from the Seller's invoices as applicable. The Seller must furnish their GST registration number.
- 26.2. GST on actuals will be paid upon submission of GST registration and a self-declaration on the Seller's letterhead confirming that the tax has been or will be deposited as per applicable tax laws.
- 26.3. As per Notification No. 39/2021 # Central Tax dated 21st December 2021, effective from 01/01/2022, a registered person (i.e., Recipient/Purchaser) can claim input tax credit only for invoices reflected in GSTR2A or GSTR2B (which requires 100% matching of invoices). Sellers must deposit GST by filing GSTR-1 and GSTR-3B.
- 26.4. In case of non-compliance resulting in the Recipient/Purchaser being unable to avail input tax credit due to non-filing or non-compliance of GSTR-1 and GSTR-3B for the relevant month/quarter of supply, the Recipient/Purchaser reserves the right to withhold 100% of the GST amount from subsequent payments until such default is rectified.
- 26.5. For release of withheld payments under the GST Act, proof of tax payment shall be submitted through GST Portal screenshots reflecting the Recipient/Purchaser's name, along with copies of the relevant GSTR-1 and GSTR-3B returns for the applicable period. Payments shall not be released until such proof is furnished.
- 26.6. The Recipient/Purchaser further reserves the right to recover any financial loss incurred (including tax, interest, penalties, and loss of input tax credit) arising from non-compliance or non-filing of GSTR-1 and GSTR-3B.
- 26.7. For goods delivered on an FOR site basis, compliance with all applicable provisions relating to issuance of E-way Bills shall be ensured. Any violation may result in penalties and seizure of goods during transit. All penalties, pre-deposits, and related expenses arising from such violations shall be borne accordingly. Timely release of seized goods shall also be ensured. Any delay in supply due to such seizure shall attract liquidated damages as per Contract provisions.
- 26.8. For goods not covered under GST, applicable Excise Duty (ED), VAT, or CST shall be payable extra at prevailing rates.
- 26.9. BYPL Tax Details:
26.9.1. GSTIN: 07AABCC8569N1Z0
26.9.2. CST No.: 07740254593
26.9.3. TIN No.: 07740254593
26.9.4. PAN No.: AABCC8569N
- 26.10.A detailed statement of invoices and corresponding amounts shall be submitted to the concerned officer within seven (7) days after the end of each month pertaining to the supply period. Failure to submit the same shall be construed as no reconciliation requirement.

27. Variation in Taxes, Duties & Levies

- 27.1. The total order value shall be adjusted for any variations in statutory levies imposed by competent authorities through fresh notifications issued within the stipulated delivery period. In the event of any reduction in taxes, duties, or levies, such benefits shall be passed on to the Buyer.

- 27.2. No other taxes, duties, or levies beyond those specified shall be payable by the Buyer, except for new levies, taxes, or duties imposed by competent authorities via fresh notifications after the issuance of the purchase order but within the stipulated delivery period.
- 27.3. Any changes in taxes, duties, or levies shall only apply to the portion of the purchase order remaining unexecuted on the date of such notification. Changes occurring after the scheduled delivery date shall not affect the terms or value of the purchase order.
- 27.4. The purchase order value shall remain unaffected by any variations in exchange rates.

28. Taxes & Duties on Raw Materials and Bought-Out Components

- 28.1. Taxes and duties applicable to raw materials and bought-out components shall be deemed included within the total order value and shall not be subject to any escalation or variation for any reason throughout the duration of the contract.

29. Building and Other Construction Workers (BOCW) Act (Applicable for All Civil and Construction Works)

- 29.1. NA

30. Tax Indemnity Clause

- 30.1. The Seller (including its affiliates in India or overseas, agents, third-party Sellers, or any other persons appointed by such affiliates for this Agreement) shall bear sole responsibility for compliance with and payment of all taxes—direct or indirect—including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, cesses, interest, penalties, or any other tax/duty/amount/charge/liability arising under laws or regulations applicable in India or overseas, or from demands or recoveries initiated by any revenue authority.
- 30.2. If any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties, or other charges become payable by the Purchaser due to the Seller's or its affiliates' failure to comply with relevant laws or regulations, the Seller undertakes to indemnify the Purchaser for such amounts.
- 30.3. Furthermore, the Seller agrees to indemnify and keep indemnified the Purchaser against all actions, proceedings, claims, losses, damages, costs, and expenses directly or indirectly arising from any failure by the Seller or its affiliates to comply with applicable legal obligations.
- 30.4. The parties agree to the following procedure in the event the Purchaser receives any demand or notice relating to non-compliance by the Seller or its affiliates with tax laws:
- 30.4.1. The Purchaser shall notify the Seller in writing within five (5) common working days of receipt of such communication, or as soon as reasonably possible if the response time is shorter.
- 30.4.2. Upon receipt of notification, the Seller shall either accept the demand and reimburse the Purchaser within five (5) working days of payment or propose disputing the demand.
- 30.4.3. If the Seller opts to dispute the demand and the Purchaser agrees, the Purchaser will contest the demand following due legal process, refraining from paying the tax demand during litigation. The Seller shall reimburse all litigation costs incurred, including counsel fees and filing charges. Should any coercive recovery measures be initiated, the Purchaser may pay the sum and recover it from the Seller within five (5) working days.
- 30.4.4. If the demand is finally determined by a tribunal or authority and payment was made by the Purchaser, the Seller shall reimburse the amount within ten (10) days of

payment. Conversely, if no amount is payable and a refund arises, the Purchaser shall pass the refund to the Seller within ten (10) days of receipt.

31. Invoicing Instructions

- 31.1. Invoices shall be prepared in triplicate - (1) Original for the recipient, (2) Duplicate for the transporter, and (3) Triplicate for the Seller - and delivered to: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI - 110032. Separate Material Dispatch Clearance Certificates (MDCC) shall be issued for Capex and Opex, and invoices shall be submitted accordingly
- 31.2. GST registration shall be obtained in the State from which the supply is made. A valid GST registration number shall be maintained, and GST tax invoices along with supporting documents shall be issued in compliance with the SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act, and applicable Rules. Failure to submit GST-compliant invoices shall result in withholding of applicable tax components (SGST, CGST, IGST, UTGST, GST Compensation Cess) during payment processing.
- 31.3. Invoices shall be issued in the name of BSES YAMUNA POWER LIMITED, with the Store/Site address as specified in the MDCC. All invoices must comply with GST requirements relating to Invoices, Debit Notes, and Credit Notes, including details such as GSTIN, HSN/SAC codes, item description, tax rates, and other particulars as prescribed under applicable regulations and the GST INV-01 template.
- 31.4. Applicable CGST, SGST, UGST, IGST, and GST Compensation Cess shall be charged correctly, as per prevailing laws.
- 31.5. Timely Issuance of Invoices/Debit/Credit Notes:
- 31.5.1. Invoices and debit/credit notes shall be issued promptly to enable the Purchaser to claim input tax credit within prescribed timelines under GST laws. All adjustments (credit notes, purchase returns, debit notes) shall be processed within statutory time limits.
- 31.5.2. In case of advance payments, a tax invoice shall be raised as per GST provisions. Upon payment of advance, a payment voucher shall be issued by the Purchaser as per applicable GST rules. Four copies of invoices shall be provided, including the Electronic Reference Number where mandated. Persons in charge of conveyance shall carry all required documents and devices as prescribed under law.
- 31.6. Transit Documents and E Way Bills: Wherever applicable, all required transit documents/E-Way Bills shall be issued in compliance with statutory provisions for movement of goods. Logistics partners or transporters shall not be held liable for losses or confiscation arising from improper documentation or misdeclaration. Compliance with all E-Way Bill regulations shall be ensured. Any violation may attract penalties and seizure of goods, and all such penalties, pre-deposits, and related costs shall be borne accordingly. Timely release of seized goods from authorities (CGST/SGST, etc.) shall be ensured. Delays arising from seizure shall attract liquidated damages as per Contract provisions.
- 31.7. All Suppliers/Service Providers must include the following minimum details in invoices to be submitted:
- 31.7.1. Invoice/Credit Note number and date
- 31.7.2. Supplier/service provider address and GSTN
- 31.7.3. Customer name and address as per GST registration and GST registration number
- 31.7.4. 'Shipped to' and 'Billed to' addresses
- 31.7.5. Place of supply
- 31.7.6. Description of goods/services with units of measurement
- 31.7.7. HSN/SAC codes

- 31.7.8. Taxable value (gross and discount detailed separately if applicable)
- 31.7.9. Tax rate and amount for CGST, SGST, and IGST separately
- 31.7.10. Authorized signature (for e-invoices, a physical signature is not required)
- 31.7.11. Indication of reverse charge applicability, if any.

32. Bill Submission Procedure

- 32.1. All monitoring, measurement, billing, and payment processes shall be carried out through BYPL's IT-enabled platform in accordance with Company guidelines issued from time to time, and strict adherence to the same shall be ensured. The Company reserves the right to modify the bill submission procedure, and bills shall be submitted as per the procedure stipulated by the Company from time to time.
- 32.2. All bills shall be uploaded on the BYPL portal (BTS – Bill Tracking System) for certification by the Engineer In-Charge or Package Engineer.
- 32.3. In addition, the original bill (hard copy), along with all supporting documents, shall be submitted to the Vendor Support Cell of BYPL. Bills shall be raised in favour of BSES Yamuna Power Ltd., Shakti Kiran Building, Karkardooma, New Delhi – 110032.
- 32.4. Each bill shall be complete in all respects, including compliance with ESI, HR, Quality, HSE, Stores, and Finance requirements. The site follows an established procedure for bill processing. Incomplete bills or invoices shall not be processed for payment.

33. Terms of Payment and Billing

33.1. For Supply of Equipment/Materials

100% payment shall be made within 15 days from the date of receipt & acceptance of material at store(s)/site(s) on against submission of following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

- a) Signed copy of accepted Rate Contract / Purchase Order (for first payment)
- b) PBG equivalent to 1% of RC Value (including GST) valid till RC validity period, as applicable
- c) LR / RR / BL as applicable
- d) Challan, as applicable
- e) One (01) copy of the detailed tax invoice showing commodity description, quantity, unit price, total price, and basis of delivery, covering 100% of the consignment value claimed
- f) One (01) copy of the transporter's invoice duly receipted by BYPL Store and original certificate issued by BYPL confirming receipt and acceptance of the material at Store/Site as per Contract provisions
- g) One (01) copy of Packing List / Detailed Packing List
- h) Approved Test Certificates / Quality Certificates, wherever applicable
- i) Certificate of Origin, wherever applicable
- j) Material Dispatch Clearance Certificate (MDCC)
- k) Warranty / Guarantee Certificate, wherever applicable
- l) Checklist for bill submission

- 33.2. The Purchaser reserves the right to recover any tax loss, interest, or penalty suffered due to non-compliance with tax laws. In the event input tax credit is denied due to any shortcoming (which otherwise would have been available in the normal course), such shortcoming shall be rectified at own cost and effort. If rectification is not possible, the financial loss suffered by the Purchaser on account of denied tax credit shall be made good. In such cases, any amount paid shall first be appropriated towards the GST component charged in the invoice, and the balance shall be treated towards the value of supply of goods/services.

- 33.3. The Purchaser shall deduct Tax Deducted at Source (TDS), wherever applicable, at rates prescribed under GST laws or any other applicable Indian law, and remit the same to the Government. Necessary TDS certificates shall be issued as per statutory provisions.

- 33.4. Any liability arising out of disputes relating to tax rate, HSN classification, calculation, or payment of tax to the Government shall be borne accordingly.
- 33.5. Where supply of Goods is liable to GST under the Reverse Charge Mechanism (RCM), the applicable category of registration shall be clearly indicated, along with a declaration stating that "the liability of payment of GST is on the Recipient of Supply."

34. Performance Guarantee

- 34.1. To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 4% of the PO value (including GST) valid for a period of 12 months from the date of last receipts at site/stores plus 3 months claim period.
- 34.2. All Bank Guarantees shall be issued in favour of BSES Yamuna Power Ltd. and shall strictly conform to the format prescribed by BYPL.
- 34.3. Performance Guarantee Forfeiture: Each Performance Bank Guarantee furnished under Clause 34.1 shall contain a provision for automatic and unconditional forfeiture, without recourse, upon presentation by BYPL to the issuing bank along with a simple statement that there has been failure to comply with any term or condition of the Contract.
- 34.4. The Performance Bank Guarantee shall be liable for automatic and unconditional forfeiture, without recourse, if BYPL, at its sole discretion, determines non-compliance with any term or condition of the Contract.
- 34.5. Performance Guarantee Release: All Performance Bank Guarantees shall be released without interest within seven (7) days after expiry of the validity period specified under Clause 34.1, except in cases covered under Clause 34.4.

35. Defects Liability Period/ Warranty / Guarantee

- 35.1. The materials/items supplied shall be guaranteed against any defect or failure arising from faulty materials, workmanship, or design for the entire Defects Liability Period. The Defects Liability Period shall be Twelve (12) months from the date of delivery at Store(s)/Site(s).
- 35.2. If, during the Defects Liability Period, any goods are found to be defective, they shall be promptly replaced or rectified at own cost, including dismantling and reinstallation, as directed by the Purchaser. Where removal from site is required, the goods shall be returned at own cost within the agreed timeline from receipt of intimation.
- 35.3. In case of emergencies, service personnel shall be deputed within forty-eight (48) hours, and adequate manpower and spares shall be ensured throughout the warranty period.
- 35.4. If, in the sole discretion of BYPL, the situation warrants emergency restoration, BYPL reserves the right to take immediate action to identify the fault and restore the system using available resources, materials, or through any third-party agency, under due intimation. All associated costs of replacement, substitution, shipping, labour, taxes, levies, and other related expenses, along with 15% of the expenses as administrative overheads, shall be borne accordingly. BYPL may recover such costs by charging the same, setting off against any amounts payable, or deducting from the Performance Bank Guarantee (PBG). The recoverable amount shall be paid within thirty (30) days of intimation.

35.5. Fault root cause analysis shall be conducted jointly by BYPL's CES, O&M, OET, OEM teams, and concerned representatives. In cases where faults are attributable to reasons other than defective material, design, or workmanship, further liability or cost shall not arise.

36. Support beyond the Guarantee Period

36.1. NA

37. Return, Replacement or Substitution

37.1. BYPL shall promptly notify upon identification of any defective commodity. At its sole discretion, BYPL may return such defective commodities for replacement at no cost to BYPL or reject the commodities and procure the same or similar items from a third party. In the event of third-party procurement, proof of the replacement purchase cost shall be provided.

37.2. All costs associated with replacement, substitution, shipping, labour, and other related expenses incurred in connection with return, replacement, or third-party procurement of the commodity shall be borne accordingly. BYPL reserves the right to deduct such costs from any payments due or recover the same from the Performance Bank Guarantee.

37.3. Where the cost of the substitute commodity exceeds the quoted price, the differential amount shall be reimbursed to BYPL.

37.4. At BYPL's sole discretion, materials or goods rejected and not collected within forty-five (45) days from the date of rejection notification may be disposed of by BYPL at the associated risk and cost.

38. Effective Date of Commencement of Contract

38.1. The Contract shall be deemed to commence on the date of issuance of the Letter of Intent, Letter of Acceptance, or Purchase Order, whichever is earlier, and this date shall be considered as the effective commencement date for all contractual obligations.

39. Time - The Essence of Contract

39.1. The date specified for completion of the "Project" in the Letter of Intent/Acceptance or Purchase Order shall be deemed to be the essence of the Contract. Completion of the Project shall be ensured on or before the stipulated schedule and completion date.

40. Delivery Completion Timelines

40.1. The contractual delivery for the Goods or Services shall adhere strictly to the defined schedule.

41. Extension of Time and Time Overrun

41.1. Extension of time may be granted at the Company's discretion in cases where delays are not attributable to reasons within control, subject to submission of detailed justification within ten (10) days of occurrence of the delay. Grant of such extension shall not entitle any increase in the Contract price and shall not prejudice the Company's right to recover liquidated damages, wherever applicable.

42. Liquidated Damages

42.1. In the event of delay in supply of items/equipment beyond the schedule stipulated in the Purchase Order, liability shall arise to pay, as penalty for delay, a sum equivalent to 1% (one percent) of the basic (ex-works) price of the undelivered units, or part thereof, for each week of delay against the respective milestone deliveries.

- 42.2. The total penalty for delay under the Contract shall be subject to a maximum of ten percent (10%) of the basic (ex-works) price of the total undelivered units.
- 42.3. The Purchaser may, without prejudice to any other method of recovery, deduct such damages from any amount due or becoming due, recover the same from the Performance Bank Guarantee, or initiate appropriate claims.
- 42.4. Where penalty is levied in accordance with the Order terms and conditions, BYPL shall raise an invoice for the penalty amount along with applicable GST. After adjustment of the penalty invoice amount, the net payment shall be released accordingly.

43. Recoveries

- 43.1. Whenever any sum becomes recoverable under this Contract, the Purchaser shall be entitled to recover such amount by appropriating, in whole or in part, any sums due or that may become due under the Contract. In the event such sums are insufficient to cover the total recoverable amount, the outstanding balance shall be paid to the Purchaser upon demand.

44. The Micro, Small and Medium Enterprises (MSME)

- 44.1. Where the establishment falls within the scope of the Micro, Small and Medium Enterprises Development Act, 2006 and its amendments, such status shall be declared at the time of submission of the bid. Failure to declare the same shall be deemed as confirmation of non-MSME status. A copy of the Udyog Aadhaar (UA) and Udyam Registration Number, along with the PAN number, shall be submitted as applicable.

45. Transfer and Subcontracting

- 45.1. The Contract or any part thereof shall not be subcontracted, transferred, assigned, or otherwise parted with, whether directly or indirectly, without the prior written approval of the Purchaser.
- 45.2. Notwithstanding any approved subcontracting, full responsibility shall remain for the execution, completion, and satisfactory performance of the Work in strict compliance with the Purchase Order, specifications, approved drawings, and data sheets. Complete accountability shall also extend to any acts, omissions, defaults, or negligence of any subcontractor.

46. Intellectual Property Rights and Royalties

- 46.1. Indemnity shall be provided to the Purchaser and the Purchaser's Representative against all claims and proceedings arising from infringement or alleged infringement of any patent rights, registered designs, copyright, trademarks, trade names, know-how, or other intellectual property rights (collectively referred to as "Intellectual Property Rights") in relation to the Works, equipment, machinery, methods, plant, materials, or any item required for execution of the Works. In the event of infringement, the infringing item shall, at own cost, be rectified, modified, or replaced so that the infringement ceases, or necessary rights/licences shall be procured from the concerned third party.
- 46.2. Prompt notice shall be given of any such claim. At own cost, negotiations for settlement and any litigation or arbitration arising therefrom shall be undertaken. The Purchaser or the Purchaser's Representative shall not make any admission prejudicial to such defence unless there is failure to assume conduct of negotiations, litigation, or arbitration within a reasonable time after request. In the event of inaction, the Purchaser shall have full liberty to deduct the claimed amount from any sums due under this or any other contract, and any remaining balance shall be treated as a debt recoverable.

- 46.3. Intellectual Property Rights in any plant, materials, drawings, designs, plans, documents, specifications, data, know-how, charts, or information provided by the Purchaser shall remain the sole property of the Purchaser. Usage rights shall be limited strictly to execution of the Works.
- 46.4. Intellectual Property Rights in any plant, materials, drawings, designs, plans, calculations, documents, know-how, or information proprietary in nature ("Proprietary IPR") shall continue to vest with the respective owner and/or third-party licensors. A worldwide, perpetual, royalty-free, non-exclusive licence (including the right to sub-license) shall be granted and/or procured, at own cost, in favour of the Purchaser for use, operation, maintenance, and repair of the Works.
- 46.5. If any patent, trademark, trade name, registered design, or software is specifically developed for execution of the Works, all Intellectual Property Rights therein shall vest absolutely with the Purchaser and shall not be utilized or retained for any other purpose without prior written consent of the Purchaser.
- 46.6. Where proprietary software (customized or off-the-shelf) is used for storing or utilizing records relating to the Works, a worldwide, perpetual, royalty-free licence or sublicense (including the right to sub-license) shall be obtained at own expense in favour of the Purchaser. Such licence may restrict usage to purposes connected with design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair, and operation of the Works or any part thereof.
- 46.7. Where software used in execution of the Works is subject to pre-existing rights held by any party, a worldwide, perpetual, royalty-free licence shall be obtained in favour of the Purchaser for the right to use and apply such software, including any modifications, improvements, or developments thereof.

47. Vendor Code of Conduct

- 47.1. Seller acknowledges having reviewed the BYPL policy on legal and ethical code required to be followed by Sellers encapsulated in the "Vendor/Supplier Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the agreement/contract/PO/WO.
- 47.2. Seller undertakes that he shall adhere to the Supplier Code of Conduct and also agrees that any violation of the Supplier Code of Conduct shall be treated as breach of the agreement/contract/PO/WO.
- 47.3. In event of any such breach, irrespective of whether it causes any loss/damage, company (BYPL) shall have the right to recover loss/damage including liquidated damages from Seller.
- 47.4. The Seller hereby indemnifies and agrees to keep indemnified the company (BYPL) against any claim/litigation/liability/penalty including litigation cost arising out of any violation of Supplier Code of Conduct by the Seller or its officers, agents & representatives etc.

48. Limitation of Liability

- 48.1. Except in cases of willful misconduct, fraud, or gross negligence, neither Party shall be liable to the other for loss of use of any works, loss of profit, loss of contracts, or any other indirect or consequential damages arising out of or in connection with the Contract. The total liability under this Contract shall not exceed the Contract Value.
- 48.2. Notwithstanding the above, the limitation of liability shall not apply in the following cases:
48.2.1. Fraud, willful misconduct, or unlawful acts

- 48.2.2. Acts or omissions that violating fundamental rules of diligence expected under similar circumstances
- 48.2.3. Intellectual property infringement
- 48.2.4. Breach of confidentiality or data security obligations
- 48.2.5. Tax and statutory dues liabilities
- 48.2.6. Third-party death or personal injury

49. Liability of Suppliers/Contractors

- 49.1. Subject to due discharge of obligations under the Contract and except in cases of willful misconduct, fraud, or gross negligence, liability for any loss or damage caused to the Purchaser's property or the Site shall be limited as follows:
 - a) No liability shall arise for any indirect or consequential loss or damage; and
 - b) Liability for direct loss or damage shall not exceed:
 - i. The total payments made and expected to be made under the Contract, including reimbursements, if any; or
 - ii. The insurance claim proceeds receivable under any insurance policy obtained to cover such liability, whichever is higher.
- 49.2. This limitation of liability shall not affect the supplier's liability, if any, for damage to third-party property or injury or death of a person due to negligence of the Contractor or any Person or firm acting on behalf of the supplier in executing the order.
- 49.3. Notwithstanding anything contained in the Contract, the Supplier shall not be liable for any gross negligence or willful misconduct on the part of the Purchaser or any of its affiliates, any vendor, or any party, other than Supplier and/or, its directors, officers, agents or representatives or its affiliates, or SubSupplier, or the vendor or any third party engaged by it.
- 49.4. Notwithstanding anything contained in the Contract, including but not limited to approval by the Purchaser of any drawings, documents, vendor list, supply of information or data or the participation of the Purchaser in any meeting and/or discussion or otherwise, shall not absolve the Supplier from any of its liabilities or responsibilities arising in relation to or under the Contract.

50. Indemnification

- 50.1. The Supplier shall indemnify and hold harmless the Company from and against any and all liabilities, claims, damages, losses, or expenses arising out of or resulting from:
 - 50.1.1. any breach non-observance or non-performance by Supplier or its employees or agents of any of the provisions of this Work Order.
 - 50.1.2. any act or omission of Supplier or its employees or agents.
 - 50.1.3. any negligence or breach of duty on the part of Supplier, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.
 - 50.1.4. Any damages or loss related to free-issued materials, for which the Supplier shall submit an Indemnity Bond.
- 50.2. The Supplier shall at all times indemnify the Company against all liabilities to third parties, including employees or agents of the Company or the Supplier, for bodily injury, property damage, or any other loss arising out of or in connection with the execution or completion of the Works. This includes all costs, charges, and expenses incurred by the Company due to claims from such persons.

51. Events of Default

- 51.1. Each of the following events or occurrences shall constitute an event of default under the Contract:

- 51.1.1. The Supplier fails or refuses to pay any amounts due under the Contract;
- 51.1.2. The Supplier fails or refuses to deliver Commodities conforming to this RFQ/specifications, or fails to deliver Commodities within the period specified in P.O. or any valid extension thereof;
- 51.1.3. The Supplier becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier;
- 51.1.4. The Supplier fails to complete the works in accordance with the approved schedule of works.
- 51.1.5. The Supplier fails to comply with any reasonable instructions or directions issued by the Company in connection with the execution of the works.
- 51.1.6. The Supplier otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from BYPL specifying the failure.

52. Consequences of Default

- 52.1. If any Event of Default occurs and continues, BYPL may, by written notice, terminate the Contract forthwith.
- 52.2. Upon occurrence of an Event of Default, BYPL may, without prejudice to any other rights or remedies available under law or the Contract, exercise one or more of the following remedies;
 - 52.2.1. Invoke and present the Performance Bond for payment;
 - 52.2.2. Procure the same or equivalent Commodities from any third-party source; and/or
 - 52.2.3. Recover from the Supplier any losses, damages, or additional expenses incurred as a result of the Supplier's default.

53. Force Majeure

- 53.1. An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control directly or indirectly, of the affected Party, but only if and to the extent that:
 - 53.1.1. Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.
 - 53.1.2. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
 - 53.1.3. Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
 - 53.1.4. Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken to comply with the above clause.

53.2. Specific Events of Force Majeure

- 53.2.1. Subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:
 - 53.2.1.1. Natural elements or other acts of God, such as storms, floods, earthquakes, lightning, cyclones, landslides, or other natural disasters.
 - 53.2.1.2. Explosions or fires.
 - 53.2.1.3. Epidemics, pandemics, or plagues.

- 53.2.1.4. Declared war by the Government of India.
- 53.2.1.5. Dangers of navigation or perils of the sea.
- 53.2.1.6. Cyber security incidents impacting grid operations.
- 53.2.1.7. Pandemic-related lockdowns.
- 53.2.1.8. Climate change events beyond traditional natural disasters.
- 53.2.1.9. Embargoes.
- 53.2.1.10. Supply chain or industrial disturbances beyond reasonable control.

53.2.2. Note: Force Majeure shall not apply to financial inability, labour shortages, power failures, strikes, accidents, or subsupplier defaults.

53.3. Notice of Events of Force Majeure

- 53.3.1. If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:
 - 53.3.1.1. Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
 - 53.3.1.2. Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
 - 53.3.1.3. Use all reasonable efforts to resume full performance of the obligation as soon as practicable
 - 53.3.1.4. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
 - 53.3.1.5. Provide prompt notice of the resumption of full performance or obligation to the other party.

53.4. Mitigation of Events of Force Majeure

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

53.5. Burden of Proof

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

53.6. Termination for Certain Events of Force Majeure

- 53.6.1. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days

after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination.

53.6.2. The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of the following occurs:

53.6.2.1. Supplier fails to complete the execution of works within the approved schedule of works, terms and conditions.

53.6.2.2. In case the Supplier commits any Act of Insolvency, or is adjudged insolvent

53.6.2.3. Has abandoned the contract

53.6.2.4. Has failed to commence work or has suspended the progress of works

53.6.2.5. Has failed to proceed with the works with due diligence and failed to make such due progress

53.7. Limitation of Force Majeure event

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

53.8. Extension of Contract Period due to Force Majeure event

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

53.9. Effect of Events of Force Majeure

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

54. Suspension or Extension

54.1. The Purchaser reserves the right to suspend or reinstate execution of the whole or any part of the Works without affecting the validity of the Contract provisions. Any orders for suspension or reinstatement shall be provided to the Supplier in writing. The completion time for the Works will be extended by a period equivalent to the duration of the suspension.

54.2. For any aggregate suspension period less than six (6) months, the Supplier shall not be entitled to claim reimbursement. If the suspension of the Works extends beyond six (6) months, the Purchaser will reimburse the Supplier only for necessary and demonstrable direct costs incurred, subject to satisfactory substantiation. Overheads, incidentals, and profit shall not be considered. The Purchaser's decision regarding such claims will be final and binding. The Purchaser shall bear no liability for suspension or delay arising from any default on the part of the Supplier or its sub-Suppliers; the Purchaser's decision in this respect shall also be final and binding.

55. Severability

55.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

56. Waiver of Rights

- 56.1. No failure or delay by either Party in enforcing any provision of this Agreement shall be deemed a waiver of that provision or of any subsequent breach. Any waiver granted must be expressly made in writing and shall apply only to the specific instance and shall not constitute a waiver of any other rights or breaches occurring thereafter.

57. Patent Rights and Royalty

- 57.1. In the event that the Supplier, during the course of performing its obligations under this GCC, acquires, invents, or develops any proprietary knowledge, information, process, or invention which qualifies, or may qualify, as a trademark, copyright, patent, trade secret, geographical indication, or any other intellectual property right, the Supplier shall promptly disclose such creation to BYPL. All title, interest, and rights to such intellectual property shall vest exclusively in BYPL, and the Supplier shall execute all documents necessary to ensure BYPL's sole ownership without delay.
- 57.2. The Supplier warrants that, in performing its obligations, no intellectual property rights of any third party shall be infringed, whether by violation of statute, passing off, or otherwise. The Supplier shall bear sole responsibility for any infringement claims, and shall fully indemnify and hold BYPL harmless from and against any and all losses, damages, liabilities, costs, or expenses (including reasonable legal fees) incurred as a result of any such infringement. Any compensation, damages, or expenses paid by BYPL to third parties in connection with such infringement shall be recoverable in full from the Supplier.

58. Confidentiality/Secrecy

- 58.1. The Supplier shall not, without the Company's prior written consent, disseminate, publish, or otherwise utilize in any form of advertising, publicity, sales release, or media any photograph, reproduction, or description of the Items/Works under this Contract, nor disclose the site details, dimensions, quantities, or other related information concerning the Items/Works.
- 58.2. The Supplier, along with its employees and representatives, shall maintain strict confidentiality regarding all information encountered in the execution of the Contract, as detailed below.
- 58.2.1. Documents: All maps, plans, drawings, specifications, schemes, and other documents or information related to the Contract/Project, including any material supplied to the Supplier by BYPL for contract execution, shall be treated as confidential and remain the property of BYPL. Such documents shall be used solely for purposes of the Contract and shall not be disclosed or used for any other purpose. Disclosure to third parties is permitted solely where such disclosure is necessary for the execution of the Work, and only upon the third party's execution of a confidentiality agreement acceptable to BYPL, explicitly committing to uphold confidentiality obligations equivalent to those set forth herein.
- 58.2.2. Geographical Data: Maps, layouts, site photographs, and regional imagery depicting installations of national or BYPL significance shall not be published, disclosed, or exported without BYPL's prior written approval. Any necessary disclosure to third parties shall be subject to confidentiality agreements satisfactory to BYPL, executed prior to disclosure.
- 58.2.3. Violation: In the event of any breach of these confidentiality provisions, the Supplier shall indemnify and hold the Company harmless from any loss, cost, damage, or claim (including claims asserted by third parties) arising as a result of such breach. Any actual or suspected data breach or cyber incident must be promptly notified to BYPL and investigated at the Supplier's expense.
- 58.3. Furthermore, the Supplier shall be liable for compensation or damages as determined by the competent authority of BYPL.

59. Progress Reports of Work Execution and Information

- 59.1. Throughout the manufacturing and dispatch stages of the Items/Equipment under this Contract, periodic progress reports shall be submitted at own cost, as reasonably required by the Purchaser. Such reports shall include relevant supporting documents such as production schedules, inspection status, test certificates, photographs of critical manufacturing stages, and dispatch details. The format, content, and number of copies of such reports shall be as specified by the Purchaser.
- 59.2. Quantitative progress reports shall be aligned with the agreed delivery schedule and shall provide sufficient detail to enable the Purchaser to assess manufacturing progress, plan inspections/witness dates, and review dispatch forecasts, including status of key bought-out components, wherever applicable. Review meetings may be convened within seven (7) days of report submission, or at other times as reasonably required by the Purchaser, to discuss progress.
- 59.3. Weekly or periodic progress reports (as applicable) shall include, but not be limited to:
- 59.3.1. Executive summary of manufacturing and supply status.
 - 59.3.2. Description of manufacturing activities completed during the reporting period and materials/components procured.
 - 59.3.3. Photographs of critical stages of manufacture and testing, as and when required by the Purchaser, clearly indicating date, description, and stage of manufacture.
 - 59.3.4. Updated delivery schedule showing percentage completion against milestones, planned inspection dates, and dispatch targets for the subsequent period.
 - 59.3.5. Identification of any anticipated delays or constraints that may impact manufacturing or delivery schedules.
 - 59.3.6. Any other information or supporting documentation reasonably required to verify timely manufacture, inspection, testing, and delivery in accordance with the Contract.
- 59.4. The Purchaser shall specify the number of copies (hard/soft) of progress reports to be submitted and, where relevant, the communication matrix indicating recipients. The format of monthly progress reports shall also be communicated by the Purchaser.
- 59.5. In addition to the above, all reports, records, and information as may be requested shall be furnished promptly in the format and frequency prescribed. The Purchaser reserves the right to revise reporting requirements, and compliance with such revised obligations shall be ensured.

60. Dispute Resolution & Arbitration

- 60.1. The Parties shall make all reasonable efforts to resolve amicably, through mutual discussions, any disputes or differences arising out of or in connection with this Contract. In the event that such disputes remain unresolved for thirty (30) days from the date either Party notifies the other in writing of the dispute, either Party may refer the matter to arbitration.
- 60.2. Arbitration shall be conducted by a tribunal comprising two arbitrators - one to be appointed by each Party. The two arbitrators thus appointed shall mutually select a third individual to act as the presiding arbitrator prior to entering upon reference, if and when required. The arbitration proceedings shall be undertaken in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and its amendments. The seat and venue of arbitration shall be New Delhi, India. The language of all proceedings, documents, and communications shall be English. The arbitral process shall be completed within a maximum period of three (3) months from constitution of the arbitral tribunal.

60.3. Reference to negotiation and/or arbitration may proceed regardless of whether the Supply/Works have been completed, provided that the contractual obligations of both the Purchaser and the Supplier shall remain unaffected during pendency of arbitration. Under no circumstances shall the Supplier suspend execution of the Supply/Works, in whole or in part, on account of ongoing arbitration. Payments due to the Supplier shall continue to be made as per the terms of the Contract.

60.4. All disputes arising out of or in relation to this Contract that require recourse to judicial proceedings shall be subject to the exclusive jurisdiction of the courts at Delhi, India.

61. Termination for convenience of Purchaser

61.1. Purchaser at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Supplier. Purchaser shall pay the Supplier for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Supplier to that effect.

61.2. Payment of such compensation is the sole and exclusive remedy of the Supplier for termination of this Agreement by Purchaser hereunder and the Supplier shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

61.3. Supplier hereby agrees that substantiation for settlement of any claims submitted by Supplier shall be complete and in sufficient detail to allow Purchaser's evaluation. Terminate all sub-contracts except those that have been/ to be assigned to the Purchaser all rights, titles and benefits of the Suppliers/Vendor as the case may be.

62. Entire Agreement & Amendment

62.1. This Agreement constitutes the entire understanding between BYPL and the Supplier regarding the subject matter herein and supersedes all prior agreements, whether written or oral, that relate to such matters. Any modification, amendment, or alteration to this Agreement shall be valid only if documented in writing and duly executed by authorized representatives of both BYPL and the Supplier.

63. Notice & Communication

63.1. Any notice or other formal communication under this Agreement shall be in writing, signed by or on behalf of the party issuing it, and shall be sent by registered post with acknowledgement due (A.D.) to the addresses of the Supplier or BYPL as stated herein, or to such other addresses as may be mutually agreed upon in writing by the Parties from time to time.

63.2. Notices and formal communications may also be transmitted via the official email addresses of the authorized representatives of the Supplier or BYPL. Such electronic communications shall be deemed duly delivered upon successful transmission and acknowledgement by the recipient.

63.3. All communications, correspondence, and documentation pertaining to the Purchase Order shall be directed strictly as specified in this Agreement.

64. Acceptance

64.1. The Supplier hereby acknowledges and confirms review of BYPL's Policy on legal and ethical standards for Suppliers, as set forth in the "Vendor/Supplier Code of Conduct" displayed on BYPL's official website (www.bsesdelhi.com). The Supplier agrees that the Supplier Code of Conduct shall form an integral part of the Contract, Purchase Order (PO), or Work Order (WO). The Supplier undertakes to fully comply with the Vendor/Supplier Code of Conduct,

and acknowledges that any violation shall constitute a breach of the Contract/PO/WO. In the event of such breach, whether or not it causes any actual loss or damage, BYPL reserves the right to recover any loss or damage from the Supplier. The Supplier shall indemnify and hold harmless BYPL against any claims, litigation, or other consequences arising out of any breach or violation of the Supplier Code of Conduct by the Supplier, its officers, agents, or representatives.

- 64.2. Acceptance of the Contract includes acceptance of all terms and conditions referenced therein, including technical specifications, drawings, general conditions, detailed scope of supply/work, and any equipment drawings provided to the Supplier.
- 64.3. The contractual obligations of BYPL and the Supplier are strictly limited to the terms and conditions set forth in the Contract. No amendment, modification, or alteration to the Contract shall be valid unless made in writing and signed by authorized representatives of both Parties.
- 64.4. All services and supplies under this Contract are expected to be fully aligned with BYPL's Vision, Mission, and Values. These can be reviewed at <https://www.bsesdelhi.com/web/bypl/about-bses>.

QUANTITY AND DELIVERY REQUIREMENTS

Sl. No.	BYPL SAP Code	Item Description	Specification	Total Qty. (Nos)	Tentative Delivery Schedule	Destination
1	2100007245	SUPPLY OF 9 MTRS 160 KG PCC POLE	-	1,000	Delivery Within 8 weeks from the PO at BYPL Stores/Sites or as per schedule.	BYPL Delhi Store(s)/ Site(s)
2	2100007246	SUPPLY OF 11 MTRS 365 KG PCC POLE		400		

The delivery schedule shown above is tentative. PO(s) will be released as per the actual requirement. However, the Supplier has to deliver the material within the delivery schedule provided.

Schemes may be executed in a phased manner.

Lot size: 1) For 9 meter poles - minimum 85 Nos with variation of +/- 5% and in multiples of 85 Nos. upto 02 different sites. For 11 meter poles - minimum 35 Nos with variation of +/- 5% and in multiples of 35 Nos. upto 02 different sites.

In view of the nature of utility business needs, manufacturer shall maintain a minimum ready stock of 85 Nos poles 9 meter and 35 Nos 11 meter poles at their works to meet any emergency/urgent requirement of BYPL.

APPENDIX II

ANNEXURE – 2.01

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

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

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 2013 having its Registered Office at Shaktikiran Building, Karkardooma, Delhi 110032, India hereinafter referred to as the "Owner", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of Conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] *pl. specify the name of Bank*) having its head/registered office at [_____] through its branch in _____ *(pl. specify the name of Branch through which B.G is issued)* hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....*(in words)* without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.

APPENDIX II NIT NO: CMC/BY/26-27/RB/SkS/SV/24 [RFx Number: 2200000238]	Page 1 of 7	Bidders seal & Signature
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5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
- (i) vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ *(insert an amount equal to ten percent (XX%) of the Contract Value)* and this Guarantee shall be valid and enforceable and expire on _____ *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....

Date.....

BYPL BANK DETAILS WITH IFSC CODE:

1. Name of the Bank: State Bank Of India
2. Branch Name & Full Address: 14-15th Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg,
Janpath, New Delhi 110001
3. Bank Account No: 10277791808
4. IFS Code: SBIN0009601
5. MICR Code: 110002188
6. Swift Code: SBININBB132
7. Email ID: sbi.09601@sbi.co.in

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

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

Ref. Purchase Order No. :

Dear Sir,

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

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

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

Supplier Name & Signature

GST UNDERTAKING

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

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

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity	Bid submitted shall remain valid for 120 days from the date of offer Submission.	
2	Price Basis	"Firm" on FOR Delhi store/sites basis . Prices must be inclusive of all applicable taxes and duties, freight, packing, forwarding, and all charges up to delivery at BYPL's designated site(s)/store(s) in Delhi. All tax components are to be computed in accordance with the prevailing GST regulations in India.	
3	Unloading	Unloading at stores/sites shall be in vendor's scope	
4	Transit Insurance	Transit insurance shall be in the vendor's scope.	
5	Payment Terms	100% payment shall be paid in 15 days from the date of receipt and acceptance of GOODS at the store(s)/site(s) against submission of documents.	
6	Delivery Schedule	- Vendor shall submit Transmittal Approval Documents (GTP/Drawings/QAP/etc.) within 10 days from the LOI/PO to the concerned BYPL officials. - BYPL shall review and either approve or provide comments on the submitted documents within 7 days of the initial submission. - If resubmission is required, vendor shall complete the resubmission within 5 days from the receipt of the comments. - For subsequent resubmissions, BYPL shall respond within 5 days. - Repeated rejections due to non-compliance is not desirable. - Delivery shall be completed within 8 weeks from the LOI/PO date or completion as per the schedule provided by BYPL.	
7	Defect Liability Period	12 months from the date of receipt of equipment/item at store(s)/site(s).	
8	Penalty For Delay	1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units.	
9	Performance Bank Guarantee	To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/RC. Bidder shall initially submit the performance bank guarantee (PBG) equivalent to 1% of RC Value (including GST) valid till RC validity period plus three months claim period. Upon receipt of the PBG by BYPL against RC/PO, the EMD shall be released. Thereafter bidder shall submit PBG on Purchase Order (PO) basis equivalent to 4% of the PO value (including GST) valid for a period of 12 months from the date of last receipts at site/stores plus 3 months claim period.	
10	Reverse Auction	Acceptance for participation in Reverse Auction event	

Seal of the Bidder:

Signature:

Name:

VOLUME – II
FINANCIAL BID (PRICE FORMAT)

ALL PRICES IN INR (₹)

S. No.	DESCRIPTION OF GOODS	HSN CODE (8 Digit Mandatory)	UoM	QTY (A)	UNIT BASIC PRICE INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) (C)		UNIT LANDED RATE (All Inclusive) (₹) (D = B+C)	TOTAL LANDED VALUE (₹) (E = DXA)
						%	AMT		
1	SUPPLY OF 9 MTRS 160 KG PCC POLE		Nos	1,000					
2	SUPPLY OF 11 MTRS 365 KG PCC POLE		Nos	400					
GRAND TOTAL LANDED VALUE (₹)									
In words									

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

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

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

Date:

Bidders Name:

Place:

Bidders Address:

Signature:

Designation:

Printed Name:

Common Seal:

VOLUME – III
TECHNICAL SPECIFICATIONS

BSES

TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

Rev:		0
Page		15
Date:		20 April 2022
Prepared by	Naved Ahmad	<u>Naved Ahmad</u>
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Reviewed by	Amit Tomar	<u>Amit</u> 20/04/22
	Srinivas Gopu	<u>Srinivas</u>
Approved by	Gopal Nariya	<u>Gopal</u>
	Gaurav Sharma	<u>Gaurav</u>

Index

1. Scope of supply	3
2. Code and standard	3
3. System Particulars	4
4. Principle parameters	4
5. Material requirements	4-5
6. Technical Requirements	6
7. Testing Requirements	7
8. Sampling and Inspection	8
9. Pre-dispatch inspection	9
10. Inspection after receipt at store	9
11. Packing	10
12. Quality Assurance Plan	10
13. Testing facilities	11
14. Manufacturing Activity	11
15. ANNEXURE A: Guaranteed Technical Particulars for 9 M pole	12
16. ANNEXURE B: Guaranteed Technical Particulars for 11 M pole	13
17. Drawing for 9 meter pole	14
18. Drawing for 11 meter pole	15

1. Scope of supply:

This specification covers the design, manufacturing and testing of 9M & design load of 160 Kg & 11M long design load of 365 Kg, rectangular shaped, solid pre-stressed cement concrete poles.

2. Codes and Standards:

The poles shall conform to following standards in all respect. Poles meeting any other authoritative standards which ensure better quality than the standard mentioned below may also be accepted.

Sl.no	Indian Standard	Title
i	IS 8112	For 43 grade Ordinary Portland cement
ii	IS 6003	Wire for prestress concrete
iii	IS 12269	For 53 grade Ordinary Portland cement
iv	IS 2386	Test for aggregate
v	IS 456	Plain and RCC code for practice
vi	IS 1199	Method of sampling and testing of concrete
vii	REC manual and IE rules	Manual for solid PSC pole
viii	IS 1678	Specification for pre-stressed concrete poles for overhead, power traction and telecommunication lines
ix	IS 2905	Method of test for concrete poles for overhead power and Telecommunication lines.
x	IS 7321	Code of practice for selection, handling and erection of concrete poles for overhead power and telecommunication lines.
xi	IS 1785	Code of practice for selection, handling and erection of concrete poles for overhead power and telecommunication lines.
xii	IS 1343	Code of practice for pre stressed concrete
xii	IS 9103:1999	Concrete Admixtures.
xiv		IE Rules and Electricity Act 2003
xv	IS: 516 & IS: 456	Method of tests for strength of concrete

3. System Particulars:

3.1. The PSC Pole procured through this specification shall be utilised by BSES for electrification at LT level. 9M & 11MPSC pole will be utilised for stringing ACSR wolf conductor, LT Aerial bunched cable of 150mm². The PSC pole shall be designed and manufactured to work satisfactorily under normal working conditions.

3.2 Climatic Conditions of system:

Sl.no	Indian Standard	Title
i	Design maximum ambient air temperature	50 deg.
ii	Minimum ambient air temperature in shade	0°C
iii	Relative humidity	100% max. 10% min
iv	Average no. of rainy days	60
v	Wind load up to 10 meter elevation.	120 kg/sq mm
vi	Average no. of thunder storm per annum	50
vii	Seismic level	0.33 g.
viii	Average annual rainfall	1200 mm.

4. Principal Parameters:**4.1. Type and Rating for 9M Pole**

9 Meter long rectangular shaped solid pre stressed cement concrete poles for working load of 160 Kg with factor of safety as 2.5 with following dimensions.

4.2. Type and Rating for 11M Pole

11 Meter long rectangular shaped solid pre stressed cement concrete poles for working load of 365 Kg with factor of safety as 2.5 with following dimensions.

Sl.no	Parameters	Requirement for 9M	Requirement for 11M
i	Bottom	263mm	354
ii	Top	145mm	203
iii	Depth(Top & Bottom)	114 mm	152
iv	Configuration type	As per REC manual no. 15/1979	

5. Materials Requirement:

The following guidelines shall be followed for Raw material used for manufacturing of PSC poles.

5.1. Cement:

The cement used in manufacturing of pre stressed concrete poles shall be 43 grade ordinary Portland cement conforming to IS: 8112/1976 or IS: 8041-1978 (Specification for rapid hardening Portland cement) or Portland slag cement conforming to IS: 455 but with not more than 50% slag cement or 53 grade ordinary Portland cement conforming to IS12269 of make Binani, Aditya Birla, Ultratech and Shree cement.

5.2. Aggregates:

Aggregates used for the manufacture of pre stressed concrete poles shall conform to IS 383/1970 (specification for coarse and fine aggregates from natural sources for Concrete). The nominal maximum size of coarse aggregates shall not exceed 12mm. Only coarse sand of FM not less than 2.5 is permissible.

5.3. Water:

Water should be free from chlorides other salts and organic matter. Water with desired Ph value fit for construction as per IS 456 shall be used.

5.4. Admixtures:

The admixtures like calcium chlorides or other chlorides and salts which promotes corrosion of pre stressing steel shall not be used .The admixtures shall conform to IS 9103.

5.5. Pre stressing steel:

The pre stressing steel wires including those used as un-tensioned wires should conform to IS:1785 Part-1 (1983) (Specification for plain hard drawn steel wire) or IS: 60031 1983 (Specification for indented wire for pre stressed concrete). The high tensile steel wires shall have minimum tensile strength of 171.5 Kg/ sq mm with a diameter of 4mm. Nominal mass of the wire shall be 98.9 g/m. The minimum elongation shall be 3%. TATA Steel make/Ushamartin/Bajrang or any other steel make approved by BSES are acceptable

5.6. Concrete mix:

The concrete mix M40 grade shall be designed to the requirements laid down for controlled concrete (also called design *mix* concrete) as per IS: 1343 (Code of practice for pre stressed concrete) and IS:456 (code of practice for pre stressed concrete) subject to following special conditions:-

- (a) Minimum working cube strength at 28 days should be at least 500 kg / sq cm.
- (b) The mix should contain at least 380 kg cement per cubic meter of concrete.
- (c) The concrete strength at transfer should be at least 245 kg/ sq cm.

5.7. Reinforcement:

The reinforcing bars and wires used for manufacturing of pre stressed cement concrete poles shall conform to the following Indian standards.

- i) Mild steel bars conforming to IS:432 Pt-I and Pt-II
- ii) High tensile steel wires conforming to IS: 1785.

6. Technical requirements:**6.1. Design requirements:**

The poles shall be designed for the following requirements:

- a) The poles shall be planted directly in the ground with a planting depth of 1.5 meter for 9M and 1.8meter for 11M
Marking of planting depth shall be provided on each pole.

- b) The working load (for 9M-160Kg applied at 0.6M from top & for 11M-365Kg applied at 0.6M from top) on the poles should correspond to those that are likely to come on the pole during their service life.
- c) The factor of safety shall not be less than 2.5.
- d) The factor of safety against first crack load shall be 1.
- e) The ultimate moment capacity in the longitudinal direction should be at least one fourth of that in the transverse direction.
- f) The maximum compressive stress in concrete at the time of transfer of pre stress should be 0.8 times the cube strength.
- g) The concrete strength at transfer shall not be less than half of the 28 days strength ensured in the design.
- h) Welding of pre-stressing wire is not allowed.
- i) The vendor shall have hydraulic arrangement for tensioning the wires. A calibrated dynamo meter shall also be used.
- j) The pre tensioning of wire shall be as per IS 1343.

6.2. Marking:

Pole plate shall be designed & embedded on the pole surface at the time of casting of the pole as per attached drawing.

Additional Requirements

- In depth length (inside FGL) shall be of different colour
- Base & top of the pole shall be painted with non corrosive paint .
- Two sides of minor axis of the pole shall be marked Yellow (170-175mm strips) for pole tagging

7. Testing Requirements:

(A) Transverse Strength Test :-

- a) Poles made from ordinary Portland cement shall be tested only on the completion of 28 days and poles made from rapid-hardening cement only on completion of 14 days, after the day of manufacture.

- b) The pole may be tested in either horizontal or vertical position. If tested in horizontal position, provision shall be made to compensate for the overhanging weight of the pole, for this purpose the over-hanging portion of the pole may be supported on a movable trolley or similar device.
- c) The pole shall be rigidly supported at the butt end for a distance equal to the agreed depth of planting i.e. 1.5 M for 9M & 1.8 for 11M
- d) Load shall be applied at a point 600 mm from the top of the pole and shall be steadily and gradually increased to design value of the transverse load at first crack. The deflection at this load shall be measured. A PSC pole shall be deemed not to have passed the test if visible cracks appear at a stage prior to the application of the designed transverse load, and held up for 2 minutes. This procedure shall be repeated until the load reaches the value of 80 percent of the minimum ultimate transverse load and thereafter increased by 5 percent of the minimum ultimate transverse load until failure occurs. Each time the load is applied to pre stressed concrete pole at the point of failure shall be measured to the nearest 5 KGs. The pole shall be deemed not to have passed the test if the observed ultimate transverse load is less than the design ultimate transverse load.
- e) The loading machine should have provision of dial gauge reading

The equipment shall have all the following features:

Sl.no	Parameters	Required
i	Type test	Cube test , material test certificate accordance; with relevant IS, shall be submitted along with technical bid
ii	Witness	On receipt of order, type test on sample selected by BSES from first lot shall be carried by vendor. The same shall be witnessed by BSES

Sl.no	Parameters	Required
iii		Representative. Type test shall be carried out from any Govt approved lab. However vendor need not carry out type test on the model if the same has been carried out within last five years (from date of purchase enquiry)
iv	Acceptance and Routine test	Acceptance and Routine test certificates In accordance with relevant IS, shall be submitted with every call for inspection
v	Witness	Acceptance and routine tests for lot offered shall be carried out in presence of BSES representative. Vendor shall give inspection call fifteen days in advance.

8. Sampling and Inspection:-

The no. of poles to be selected from a lot or sub-lot shall depend upon its size and shall be in accordance with following table.

Sl.no	No. of poles in a lot	Sample size	Dimensional requirements (Acceptance numbers)	Transverse strength test	Transverse Strength Ultimate
i	Up to 100	10	1	2	1
ii	Up to 200	15	1	3	1
iii	Up to 300	20	2	4	1
iv	Up to 400	30	3	5	2

9. Pre-Dispatch Inspection:-

Equipment shall be subjected to inspection by authorized representative of BSES. Inspection may be made at any stage of manufacture at the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material is liable to rejection. Supplier shall grant free access to the place of manufacture to 'BSES' representative at all times when the work is in progress. Such type of inspection shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC issued by BSES. Following documents shall be sent along with material.

- a) Test Reports
- b) MDCC issued by BSES
- c) Invoice in duplicate
- d) Packing list
- e) Drawings & Catalogue
- f) Delivery Challan
- g) Other documents (if applicable)
- h) Calibration Report for batch plant

10. Inspection after receipt at Store:-

- i- The material received by BSES store will be inspected for acceptance and shall be liable for rejection, if found different from the reports of the pre dispatch inspection.

11. Packing:-

Supplier shall ensure that all the equipment covered under this specification shall be prepared for rail/ road transport in a manner so as to protect the equipment from damage.

12. Quality Assurance Plan:-

The bidder shall submit with the offer Quality Assurance Plan indicating the various stages of inspection, the tests & checks which will be carried out on the material of construction, components during manufacture & bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage & final inspection within the parameters of the delivery schedule shall be furnished. During casting vendor will inform to BSES

12.1 Following test / document shall be carried out / reviewed during visit from the lot offered by the vendor selected randomly.

1. Transverse axial load test
2. Uprightness test
3. Dimensional test
4. Cube test as per BSES approved Lab
5. Tensile strength test of wire as per BSES approved Lab
6. Mix-design report
7. Material test report

13. Testing facilities:-

Supplier/ manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant standards. Purchaser has the right to get the test carried out from an NABL Approved Lab and to inspect the vendor works any time with or without prior intimation during manufacturing of poles.

14. Manufacturing Activities:-

The successful bidder will have to submit the bar chart for various manufacturing activities clearly mentioning each stage, with quantity. This bar chart should be in line with the QAP submitted with the offer. This bar chart will have to be submitted within 15 days from the release of the order.

Bidder to submit hard copy duly filled and signed along with offer.

TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

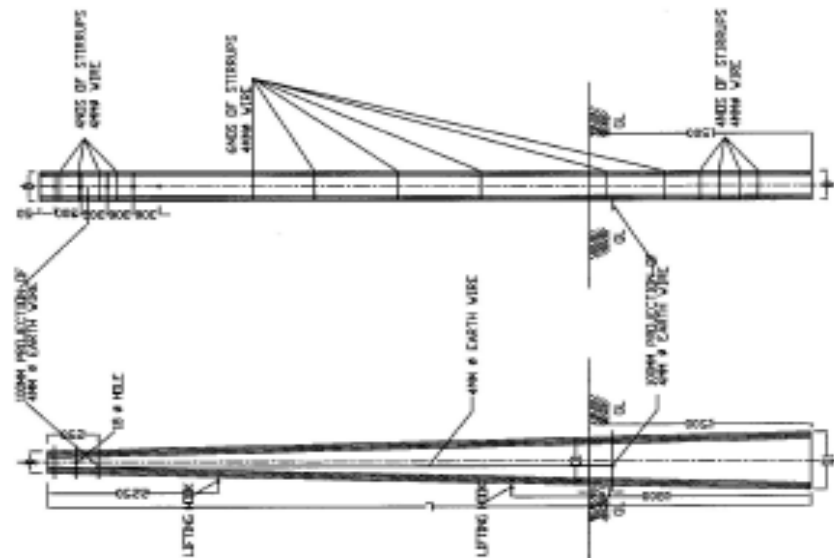
ANNEXURE: A- Guaranteed Technical Particulars for 9 meter, 160 kg psc pole.

Sl.no	Description	Units	BSES Requirement	As furnished by vendor
i	Name of the Manufacturer			
ii	Over all length of pole	Meter	9	
iii	Depth of plantation	Meter	1.5	
iv	Weight of the pole in Kg	Kg	500	
v	Factor of safety		2.5	
vi	Working load applied at 600mm from top	Kg	160	
vii	Dimensions of pole			
a	Top Width	mm	145	
b	Bottom Width	Mm	263	
c	Depth (Top & Bottom)	mm	114	
viii	Tolerance on length	mm	+/- 15	
ix	Tolerance X-section	mm	+/- 5	
x	Tolerance on length uprightness of pole	%	0.5	
xi	Concrete grade		M-40	
xii	Max. size of aggregates	mm	12	
xiii	Concrete Quantity/Pole	cum	0.209	
xiv	No. of tensioned wire per Pole		20	
xv	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre tensioned wire	pre-Kg/ Sq mm	171.5	
xvii	Clear cover to main reinforcement			
a	top	mm	30	
b	bottom	mm	30	
c	Side	mm	30	
xviii	Quantity of steel/Pole	Kg	19	
xiv	No. of Stirrups /Pole	No.	14	
xx	Earthing wire	A continuous length of 4 mm Dia GI wire embedded in concrete projected 100 mm at 250 mm from top and 150 mm below ground level		

ANNEXURE: B- Guaranteed Technical Particulars for 11 meter, 365 kg psc pole

Sl.no.	Description	Units	BSES Requirement	As furnished by vendor
i	Name of the Manufacturer			
ii	Overall length of pole	Meter	11	
iii	Depth of plantation	Meter	1.8	
iv	Weight of the pole in Kg	Kg	1118	
v	Factor of safety		2.5	
vi	Working load applied at 600mm from top	Kg	365	
vii	Dimensions of pole			
a	Top Width	mm	203	
b	Bottom Width	Mm	354	
c	Depth (Top & Bottom)	mm	152	
viii	Tolerance on length	mm	+/- 15	
ix	Tolerance X-section	mm	+/- 5	
x	Tolerance on length uprightness of pole	%	0.5	
xi	Concrete grade		M-40	
xii	Max. size of aggregates	mm	12	
xiii	Concrete Quantity/Pole	cum	0.465	
xiv	No. of tensioned wire per Pole		36	
xv	Dia of pre tensioned wire & Stirrups	mm	4	
xvi	Ultimate strength of pre tensioned wire	pre-Kg/ Sq mm	171.5	
xvii	Clear cover to main reinforcement			
a	top	mm	30	
b	bottom	mm	30	
c	Side	mm	30	
xviii	Quantity of steel/Pole	Kg	41	
xiv	No. of Stirrups /Pole	No.	16	
xx	Earthing wire	A continuous length of 4 mm Dia GI wire embedded in concrete projected 100 mm at 250 mm from top and 150 mm below ground level		

ANNEXURE-B



DIMENSIONS

LENGTH OF POLE	BOTTOM WIDTH	TOP WIDTH	BREATH DEPTH OF DIA OF PRETENSIONED WIRE	DIA OF PRETENSIONED WIRE	NOL OF PRETENSIONED WIRE	APPROXIMATE WEIGHT OF POLE	
L	31	3	3	P	MM	KG	
9000	263	145	114	1560	4	20	190

NOTES:-

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED
2. CONCRETE GRADE- NOT LESS THAN M-50
3. FACTOR OF SAFETY= 2.5
4. ULTIMATE STRENGTH OF PRETENSIONED WIRE IS 171.5 KG/30MM
5. CLEAR COVER TO WIRES=30MM
6. ALL HOLES EXCEPT WHERE OTHERWISE SPECIFIED SHALL BE OF 18MM DIA
7. MIN TWO LIFTING HOOKS ABOVE G.L. SHALL BE PROVIDED
8. THE TESTING OF POLE SHOULD BE CARRIED OUT AS PER LATEST IS 2945 AND ULTIMATE TEST LOAD SHOULD NOT BE LESS THAN 400 KG

SECTIONAL SIDE VIEW

SECTIONAL ELEVATION

DESIGN	CHECKED	APPROVED	DATE	SCALE

BSES
BSES Yamuna Power Limited

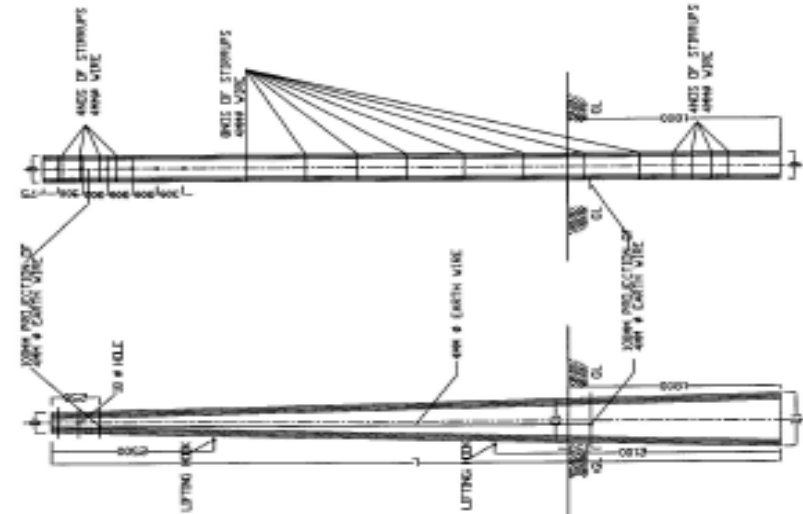
REINFORCEMENT DETAILS FOR PRETENSIONED
CONCRETE PW, 180 KG POLE

DWG NO.: CDS/98 LONG PSC POLE/01

SCALE: 1:1

TECHNICAL SPECIFICATION FOR PSC POLE 9 & 11 METER

ANNEXURE-B



SECTIONAL SIDE VIEW

SECTIONAL ELEVATION

DIMENSIONS

LENGTH OF POLE	TOP WIDTH	BOTTOM WIDTH	BREATH OF DIA OF PRESTRESSING WIRE	NO. OF PRESTRESSING WIRE	APPROXIMATE WEIGHT OF POLE
1000	304	262	152	36	1100

NOTES:-

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED
2. CONCRETE GRADE- NOT LESS THAN M-50
3. FACTOR OF SAFETY- 2.5
4. ULTIMATE STRENGTH OF PRESTRESSING WIRE IS 1715 KG/CM²
5. CLEAR COVER TO WIRES-30MM
6. ALL HOLES EXCEPT WHERE OTHERWISE SPECIFIED SHALL BE OF 18MM DIA
7. MIN. TWO LIFTING HOOKS ABOVE G.L. SHALL BE PROVIDED
8. THE TESTING OF POLE SHOULD BE CARRIED OUT AS PER LATEST IS 2905 AND ULTIMATE TEST LOAD SHOULD NOT BE LESS THAN 912.5 KO

DESIGN	CHECKED	APPROVED	DATE	SCALE

BSES
BSES Yamana Power Limited

TITLE:
REINFORCEMENT DETAILS FOR PRESTRESSED
CONCRETE 11M, 9M POLE
9M NO.-05/11M LONG PSC POLE/91

PAGE-13