

NOTICE INVITING TENDER (NIT)
FOR
RATE CONTRACT FOR SUPPLY OF POLYCARBONATE SECURITY
METER SEALS (ORANGE & BLUE COLOUR) IN BYPL

NIT No.: CMC/BY/26-27/RB/SkS/APT/26

[SRM RFx Number: 2200000240]

Due Date for Submission of Bids: 11.09.2026, 15:00 Hrs

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

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VOLUME – I:

INFORMATION TO BIDDERS

**RATE CONTRACT FOR SUPPLY OF POLYCARBONATE SECURITY
METER SEALS (ORANGE & BLUE COLOUR) IN BYPL**

NIT No. CMC/BY/26-27/RB/SkS/APT/26

[SRM RFx Number: 2200000240]

SECTION – I: REQUEST FOR QUOTATION**1.00 Event Information**

1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites e- tender for supply of Single phase meter from reputed manufacturers.

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

Sl. No.	Item Description	Technical Specification	Quantity (Nos)	Estimated Cost
BYPL,DELHI				
1	Rate contract for supply of polycarbonate security meter seals (Orange & Blue colour) in BYPL	SECTION V	a) 10,00,000 Orange color b) 5,00,000 Blue color	Rs. 1.00 Cr

Note: Quantity may vary to the extent of +/- 30% of above mentioned total quantity. The rates quoted shall remain valid for one year from the date of LOI/RC.

1.02 The schedule of specifications with detailed terms & conditions can be obtained from address given below against demand draft/Pay Order of **Rs. 1,180 per set-** drawn in favour of **BSES YAMUNA POWER LIMITED**, payable at Delhi or Online transfer of requisite amount through IMPS/NEFT/RTGS. The sale of tender documents will be issued from 21.08.2026 onwards on all working days upto **11.09.2026**. The tender documents can also be downloaded from the website “**www.bsesdelhi.com**”. However, it is advisable to inform BYPL about your interest in tender.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft or online transfer of the requisite amount through IMPS/ NEFT/ RTGS covering the cost of bid documents.

Bids will be received up to **11.09.2026** at **15:00** Hrs at the address given below.

Part A of bid will be opened on **11.09.2026** at **15:30** Hrs

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

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

1.04 BYPL reserves the right to accept/reject any or all tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

- Tender fee of requisite value is not submitted.
- Earnest Money Deposit (EMD)** i.e. **Rs 2,00,000/- (Rupees Two Lakh Only)** is not deposited in form of Bank Guarantee drawn in favour of BSES YAMUNA POWER LIMITED, payable at Delhi or Online transfer of requisite amount through NEFT/RTGS.
- The offer does not contain “FOR, NEW DELHI price indicating break-up towards all taxes & duties”.

- d) Complete Technical details are not enclosed as required in Technical Checklist enclosed in Annexure X and Incomplete Bids.
- e) Sample is not submitted along with the offer.
- f) Tender is received after due date and time due to any reason.
- g) Price Bid as per the Price Schedule mentioned in Annexure-III is not submitted.
- h) Necessary documents against compliance to Qualification Requirements mentioned at Section 1 Clause 2.0 of this Tender Document.
- i) Duly filled in checklist as per Annexure X.
- j) Filled in Schedule of Deviations as per Annexure-V.

2.00 QUALIFICATION CRITERIA:

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

a. TECHNICAL QUALIFYING CRITERIA:-

Qualifying Criteria		
SL	Criteria	Documents required along with Bid in support of Qualification Criteria
1.	The Bidder must be an Original equipment manufacturer of the Polycarbonate Meter Security Seal with Inhouse testing facility	a) Factory License Certificate / MoA mentioning nature of Business. b) Bidder must submit undertaking for in house testing facility.
2.	The bidder should have at least 3 years of experience in design and manufacturing of polycarbonate seals.	Bidder shall provide copy of Purchase order or Completion certificate
3.	The Bidder should have supplied at least Ten (10) lakh polycarbonate seal in the last Three (03) financial years as on date of bid submission and should have experience of supplying to Electricity Utility / Undertaking/Private Distribution/ PSU's in India.	a. Summarized list clearly mentioning Purchase Order reference number, PO date, Name of Utility/ Discoms, PO quantity, Supplied quantity. b. PO copies /Delivery completion certificate
4.	The bidder must have permanent office set up in India for troubleshooting and technical support.	Letter of undertaking in this regard is to be submitted
5.	The bidder must possess ISO 9001:2015 or later Certificate certificate valid as on date of tender.	Copies of valid Certificate.
6.	OEMs can participate through their authorized partners. However OEM/authorized Partner should fulfill the qualification criteria of the tender.	a. The bidder should furnish authorization form from the manufacture of the Polycarbomate meter security Seals. b. The bidder as authorized agent has supplied similar item in past in any other utility. c. The bidder shall be authorized distributor/dealer of the OEM since last 02 years or more. d. In case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time.

b. COMMERCIAL QUALIFYING CRITERIA:-

Qualifying Criteria		
SL	Criteria	Documents Required
1.	The bidder should have Average Annual Turnover of at least Rs. 1.5 crores during the last three (03) financial years.	Audited balance sheets / Duly certified CA certificate with UDIN.
2.	The bidder should be a public/private limited company/ partnership/ limited liability partnership/Proprietary, corporation registered under Indian Companies Act, 1956/ 2013/ Indian Partnership Act, 1932.	Copy of valid Certificate
3.	The OEM & the Bidder shall submit an undertaking that “No Litigation” is pending with the BYPL or its group/associates companies as on the date of bid submission .	Self Undertaking on letter head
4.	An undertaking (self-certificate) that the OEM & the bidder has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid submission	Self Undertaking on letter head
5.	The bidder must have valid PAN No., GST Registration Number, in addition to other statutory compliances. The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliances as per the laws/rules etc. before the start of the supply/work.	Relevant Statutory Documents Copy/Undertaking

Notwithstanding anything stated above, BYPL reserves the right to assess 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 questions regarding the RFQ or the bidding process after review of this RFQ. BYPL response to the questions raised by various bidders will be distributed to all participating bidders through website.

3.01 BID SUBMISSION
FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

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

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

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com,
2. Mr Anup Toppo, E-mail: Anup.Toppo@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 Power of Attorney in favour of mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

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

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

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

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

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

The bids and the outer envelope shall be addressed to:

Head of Department

Contracts & Materials Deptt.

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

The Part - I (TECHNICAL BID) - Eligibility and Technical Bid should not contain any cost information whatsoever.

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

Sr. No	Descriptions	Type of Documents
1.	Index	List containing Title of Tender document along with page nos.
Commercial :		
2.	Tender Fee	Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
3.	EMD	In prescribed stamp paper & format.
4.	Power-of-Attorney	In prescribed stamp paper & format.

Sr. No	Descriptions	Type of Documents
1.	Index	List containing Title of Tender document along with page nos.
5.	PQR Compliances	a. Summary list of compliances against each qualification criteria as mentioned in Clause no. 2.0 of Section –I of this tender document in tabular format along with page no. of documentary evidence against the criteria. (To be submitted as per format attached as Annexure - 1.11 of Appendix -I) b. Documentary evidences required as specified in clause no. 2.0 of Section-I.
6.	Signed Tender document	Original Tender documents duly stamped & signed on each page as token of acceptance.
7.	Commercial Terms and Conditions	Acceptance on Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG etc.
8.	Acceptance on Reverse Auction	Duly signed Acceptance Form For Participation In Reverse Auction Event as per attached format
9.	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per attached format
10.	Un price Bid Duly Signed	Duly Signed Un price Bid as per attached format
Technical:		
11.	Technical Check List	Complete filled in check list as mentioned in format i.e Annexure - 2.05 (Appendix -II) along with page no. of documents submitted.
12.	Technical Documents	All the documents required as per Technical checklist mentioned above.
13.	Sample of energy meters	Samples required as per technical specifications to be submitted in BYPL Meter Testing lab, Savita Vihar, Delhi. Receiving copy of samples submitted in the BYPL to be enclosed along with bid document.

The Part – II Financial: Comprising of Prices strictly in the format enclosed in Annexure IV indicating break up of basic prices, taxes duties, freight etc.

3.02 Time schedule of the bidding process

The bidders on this RFQ package should complete the following within the dates specified as under:

S. No.	Steps	Activity description	Due date
1	Bid Document	Date of availability of tender documents upto	11.09.2026
2	Pre-Bid Meeting	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the MS team meeting link: https://teams.microsoft.com/meet/460085306564567?p=3W7NuFzmivsvKBg7XC After registering, you will receive a confirmation email containing information about joining the meeting.	03.09.2026, 15:00 Hrs
3	Last date of receipt of bid queries, if any	▪ All Queries related to RFQ to be submitted through email	05.09.2026

S. No.	Steps	Activity description	Due date
4	Last date of replies to all the pre- bid queries as received	Replies to be made through email	08.09.2026
5	Samples Submission	- Sample with meter routine report as per bidder offer. - Samples will be submitted at BYPL CES department, 3rd Floor B Block, Shakti Kiran Building, Karkardooma, Delhi- 110032 on or before the due date - Sample of meter seal shall be submitted as per technical specification	11.09.2026 15:00 Hrs
6	Date & Time of Opening of <u>PART A</u> Technical and Commercial Bid	- EMD of requisite amount - Non-refundable DD/NEFT/RTGS for Rs 1180/- in case tender documents are downloaded from website. - Documentary evidence in support of qualifying criteria - Technical Literature/GTP duly filled in/Type test report, - Qualified manpower available - Testing Facilities - Original Tender documents duly stamped & signed on each page as token of acceptance - Acceptance to Commercial Terms and Conditions viz Delivery schedule/ period, Payment terms, PBG, Warranty etc. - Power of Attorney to sign the bid.	11.09.2026, 15:00 Hrs
7	Date & Time of Opening of <u>PART B</u> PRICE BIDS	Price strictly in the Format enclosed (Section V) indicating break up regarding basic price, taxes & duties, Freight etc.	Price Bid opening Will be notified to the qualified bidders through our website/ e-mail.

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

Not with standing anything stated above, the Purchaser reserves the right to assess bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Reverse Auction Clause : Purchaser reserves the right to use the online reverse auction as optional tool through SAP – SRM as an integral part of the entire tendering process. All the bidders who are techno-commercially qualified on the basis of tender requirements shall participate in reverse auction. Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

4.00 AWARD DECISION

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

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

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

4.05 Rate Contract: The rate contract shall have a validity period of 12 months from the date of LOI/PO issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder. Purchase Order (PO) shall be placed as per the requirement of BYPL.

4.06 Quantity Variation: The purchaser reserves the rights to vary the quantity by ($\pm$) 30% of the tender quantity during the execution of the rate contract.

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

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

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

4.08 Bidders are requested to quote their lowest NO-REGRET prices.

4.9 Repeat Order: BYPL reserves the right to place repeat order at the same rates & terms & conditions as per this tender against additional requirement subject to mutual agreement between BYPL & Supplier.

5.00 MARKET INTEGRITY

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

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

6.00 SUPPLIER CONFIDENTIALITY

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

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

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

5.00 CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 3rd Floor, B-Block, BSES Yamuna Power Ltd.	Amit Tomer (Head-CES)	Amit.As.Tomer@reliancegroupindia.com

Shaktikiran Building, Karkardooma, Delhi 110032	Ashish Kumar Joshi (DGM-CES)	Ashish.K.Joshi@reliancegroupindia.com
Commercial		
C&M Dept. 3rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Rakesh Bansal (Head-Contracts & Materials)	Rakesh.Bansal@reliancegroupindia.com
	Santosh Kumar Singh (Head-Procurement)	Santosh.kum.Singh@reliancegroupindia.com
	Anup Toppo (Buyer-Procurement)	Anup.Toppo@reliancegroupindia.com

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

SECTION – II: INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1.00 BSES YAMUNA POWER LIMITED, hereinafter referred to as the Purchaser “are desirous of implementing the various System Improvement/Repair & Maintenance works at their respective licensed area in Delhi. The Purchaser has now floated this tender for procurement of Single phase Meter with box notified earlier in this bid document.

2.00 SCOPE OF WORK

The scope shall include Design, Manufacture and Testing at works conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser’s stores.

3.00 DISCLAIMER

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

3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

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

4.0 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and Purchaser will in no case be responsible or liable for those costs. **Further the Purchaser has a right to get Sample tested by any reputed Independent Lab like CPRI/ERDA/NABL at the cost of bidder.**

5.0 BIDDING DOCUMENTS

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

Volume -I

- | | |
|--------------------------------------|----------------|
| a) Request for Quotation (RFQ) | - Section – I |
| b) Instructions to Bidders (ITB) | - Section – II |
| c) General conditions of Contract | - Section –III |
| d) Quantity and delivery requirement | - Section –IV |

Volume - II

- | | |
|---|------------------|
| a) Bid Form | - Annexure -I |
| b) Reverse Auction Event | - Annexure –II |
| c) Format for EMD | - Annexure –III |
| d) Price Schedule | - Annexure –IV |
| e) Summary of Commercial Terms & Conditions | - Annexure - V |
| f) No Deviation Sheet | - Annexure- VI |
| g) Qualification Criterion | - Annexure- VII |
| h) Performance Bank Guarantee | - Annexure- VIII |

Volume - III

- a) Technical Specifications (TS)

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified on the 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 website www.bsesdelhi.com

6.04 Purchaser shall reserve the rights to the following:

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

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

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

(a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specifications ;

(b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

(c) Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.

9.0 BID FORM

9.01 The Bidder shall submit Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per the attached specification enclosed with the Bidding Documents.

Un-priced "Copy" of the Bid Form and the appropriate Un Price Schedules duly filled in as per the attached format enclosed with the Bidding Documents with TECHNICAL BID Part A.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD amounting **Rs 2,00,000/-**. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

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

- (a) Bank Guarantee drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or
- (b) 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:

- (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.

10.0 BID PRICES

10.01 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 Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

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

Prices quoted by the Bidder shall be—Firm “and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price quotation will be treated as non -responsive and rejected.

11.0 BID CURRENCIES

Prices shall be quoted **in Indian Rupees Only**.

12.0 PERIOD OF VALIDITY OF BIDS

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

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

13.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 5.0), must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0..

14.02 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 word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

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

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

15.0 SEALING AND MARKING OF BIDS

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

15.02 However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD 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 Notice No. & Due date of opening".

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Purchaser to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained by the Purchaser.

15.04 Refer technical specification clause no.7, the bidder has to **submit samples along with detailed GTP & Drawings**. The sample should clearly indicate (i) Name of the bidder (ii) Tender No.,(iii) Group & Item Sr. No. etc. Samples will be submitted at BYPL CES department, 3rd Floor B Block, Shakti Kiran Building, Karkardooma, Delhi-110032 on or before the due date of tender submission. **Bidders are required to submit the receipt of sample submission along with the technical bid**. The samples shall not be returned back to the bidder.

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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.

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

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

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

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

(a) Supply Schedule

(b) Deviations from Bidding Documents

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

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

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

AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

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

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GUARANTEE

The successful Bidder shall furnish the Performance Bank Guarantee for an amount of **5%** (Five percent) of the Contract value in accordance with the format provided at the time of order. The Performance Bond shall be valid for a period of Twenty-four (24) months from the date of the commissioning or Thirty (30) months from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

(i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them ,or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(a) 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 ;

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

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

31.0 STATUTORY GUIDELINES & REGULATIONS

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

32.0 PRIORITY OF CONTRACT DOCUMENTS

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

agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- i) Contract Agreement/Purchase Order.
 - (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 company/BYPL shall be final and binding upon the parties

SECTION – III: GENERAL CONDITIONS OF CONTRACT (GCC) - SUPPLY

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

1.0 General Instructions

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

2.0 Definition of Terms

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

- 2.10** “Contract Price” shall mean the price referred to in the “Letter of Acceptance/Purchase Order”.
- 2.11** “Contract Period” shall mean the period during which the “Contract” shall be executed as agreed between the Supplier and the Purchaser in the Contract inclusive of the extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.
- 2.12** “Acceptance” shall mean and deemed to include one or more of the following as will be stipulated in the specification:
- a) The written acceptance of material by the inspector at suppliers works to ship the materials.
 - b) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
 - c) Where the scope of the contract includes supply, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.
- 3.0 Contract Documents & Priority**
- 3.01** Contract Documents: The terms and conditions of the contract shall consist solely of these RFQ conditions and the offer sheet.
- 4.0 Scope of Supply -General**
- 4.01** The “Scope of Supply” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.
- 4.02** Bidder shall have to quote for the Bill of quantities as listed in Section – IV of this RFQ.
- 4.03** Quantity variation and additional requirements if any shall be communicated to successful bidder during project execution.
- 4.04** All relevant drawings, data and instruction manuals.
- 5.0 Quality Assurance and Inspection**
- 5.01** Immediately on award of contract, the bidder shall prepare detailed quality assurance plan/test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance of standards/values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in-house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 5.02** Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier is to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.
- 5.03** The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

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

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

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

6.00 Inspection & Test Charges

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

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

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

6.04 Inspection call shall be raised a minimum of 7 (seven) days in advance from the delivery schedule mentioned in the PO and duly filled Format issued by BYPL

7.0 Handling and Storage

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

8.0 Packing, Packing List & Marking

8.01 Packing: Supplier shall pack or shall cause to be packed all Commodities in crates/ boxes/ drums/ containers/ cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/ New Delhi stores/ site without undue risk of damage in transit. All the packaging materials as prescribed shall be supplied preferably with bio-degradable packing- materials.

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

9.0 PRICES/RATES/TAXES

9.01 Price basis for supply of materials

a) Bidder to quote their prices on Landed Cost Basis and separate price for each item for supply to BYPL Delhi/New Delhi stores inclusive of packing, forwarding, loading at manufacturer's premises, payment of GST, Freight, and any other local charges. **Octroi is presently not applicable in Delhi and however if applicable shall be reimbursed at actuals.**

b) The above supply prices shall also include unloading at BYPL Delhi/New Delhi stores/sites.

c) Transit insurance will be arranged by Bidder

10.0 Taxes & Duties

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

11.0 Invoicing Instructions

- 11.01 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.
MDCC will be released separately for Capex & Opex. Invoice will be submitted by the supplier as per the MDCC.
- 11.02 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.
- 11.03 Invoice will be in the name of BSES YAMUNA POWER LIMITED & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.
- 11.04 Vendor to carefully examine and charge relevant CGST / SGST, UGST, IGST and GST compensation cess as applicable to the transactions.
- 11.05 Timely provision of invoices / Debit Notes / Credit Notes:
- 11.05.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Notes, Purchase Returns, Debit Notes) shall be made within the timelines prescribed under the GST Laws.
- 11.05.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice.
Documents and devices to be carried by a person in charge of a conveyance under.
- 11.06 E Way Bills/transit documents for movement of Goods:
Wherever applicable, the Vendor shall be responsible for issuing required transit documents / E Way Bills for the movement of Goods and the logistic partner/transporter shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any misdeclaration. The Supplier is

responsible for complying with rules applicable to the E-way bill. Any violation in provision of E-way Bill will attract penalties and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provisions shall be paid and borne by the Supplier. Also, the Supplier is responsible for releasing goods from the Authority whether CGST/SGST. Delay in supply from the contractual date due to the seizure of goods shall also attract liquidated damages.

12.0 Terms of Payment and Billing

12.01 For Supply of equipment/item:

100% payment shall be made within 45 days from the date of receipt & acceptance of material at the site against submission of the following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

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

12.02 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail of any tax credit due to any shortcoming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost. In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

12.03 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.

12.04 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

12.05 Where the supply of Goods is liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Supply".

13.0 Tax Indemnity Clause

13.01 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

- 13.02 In case any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.
- 13.03 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.
- 13.04 The parties agree to follow the following process in case any communication of demand, arising out of non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser:
- 13.04.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.
- 13.04.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by Purchaser to the competent authority.
- 13.04.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.
- 13.04.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

14.0 The Micro, Small and Medium Enterprises (MSME)

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

15.0 Price Validity

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

16.0 Performance Guarantee

- 16.01 The successful Bidder shall furnish the Performance Bank Guarantee within fifteen(15) days from the issuance of Purchase Order, for an amount of **5%** (Five percent) of the Total Contract value. The Performance Bond shall be valid for a period of Twenty-four (24) months from the date of the commissioning or Thirty (30) months from the date of receipt of material (last consignment) at site/stores whichever is earlier plus 3 months towards claim period. Upon submission of the performance security, the EMD shall be released
- 16.02 Bank guarantee shall be drawn in favour of BSES Yamuna Power Ltd as applicable. The performance Bank guarantee shall be in the format as specified by BYPL.

17.0 Forfeiture

- 17.01 Each Performance Bond established under Clause 10.0 shall contain a statement that it shall be automatically and unconditionally forfeited without recourse and payable against the presentation by BYPL of this Performance Bond, to the relevant bank referred to above, together with a simple statement that supplier has failed to comply with any term or condition set forth in the Contract.
- 17.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

18.0 Release

- 18.01 All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid except for the case set forth in Clause 22.0.

19.0 Defects Liability Period/Guarantee/Warranty

- 19.01 The bidder is to Guarantee the materials/items supplied against any defect or failure, which arises due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier.
- 19.02 If during the Defects Liability Period, any GOODS are found to be defective, they shall be promptly replaced or rectified by BIDDER at its own cost (including the cost of dismantling and (reinstallation) on the instructions of BUYER and if removed from SITE for such purpose, shall be removed and re-delivered to SITE by BIDDER at its own cost.

20.0 Return, Replacement or Substitution

- 20.01 BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may at its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case, BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in

the Bid. BUYER at its sole discretion shall have the opinion to dispose of the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

21.0 Effective Date of Commencement of Contract

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

22.0 Time – The Essence Of Contract

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

23.0 The Laws and Jurisdiction of Contract:

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

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

24.0 Events of Default

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

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

25.0 Consequences of Default.

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

(iii) recover any losses and/or additional expenses BYPL may incur as a result of Supplier's default.

26.0 Penalty for Delay

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

27.0 Variation in Taxes, Duties & Levies

- 27.1 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification (s) within the stipulated delivery period only. In case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.
- 27.2 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification (s) subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.
- 27.3 Notwithstanding what has been stated above, changes in Taxes, Duties & Levies shall apply only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.
- 27.4 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

28.0 Taxes & Duties on raw materials & bought out components

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

29.0 Force Majeure

29.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.

- (ii) For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
 - (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.
 - (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with above clause.
- 29.02 Specific Events of Force Majeure subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements :
- (i) The following events and circumstances :
 - a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters.
 - b) Explosions or fires
 - (ii) War declared by the Government of India.
 - (iii) Dangers of navigation, perils of the sea.
- Note: Causes like power breakdown/strikes, accidents etc do not fall under Force Majeure.
- 29.03 Notice of Events of Force Majeure If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:
- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
 - ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
 - iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
 - iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
 - v) Provide prompt notice of the resumption of full performance or obligation to the other party.
- 29.04 Mitigation of Events of Force Majeure Each Party shall:
- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure including recourse to alternate methods of satisfying its obligations under the Contract;
 - (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
 - (iii) Keep the other Party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.
- 29.05 Burden of Proof In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.
- 29.06 Termination for Certain Events of Force Majeure. If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 months, the Parties shall promptly discuss in good faith how to proceed with a view to reaching a solution on mutually agreed basis. If a solution on mutually agreed basis cannot be arrived at within a period of 30 days after the expiry of the period of three months, the Contract shall be terminated after the said period of 30 days and neither Party shall be liable to the other for any consequences arising on account of such termination. The Purchaser may terminate the contract after giving 7 (seven) days' notice if any of the following occurs:
- i. Bidder fails to complete the execution of works within the approved schedule of works, terms and conditions.

- ii. In case the Bidder commits any Act of Insolvency, or is adjudged insolvent
- iii. Has abandoned the contract
- iv. Has failed to commence work or has suspended the progress of works
- v. Has failed to proceed with the works with due diligence and failed to make such due progress

29.07 Limitation of Force Majeure event: 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.

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

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

29.10 Severability: If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

30.0 Transfer and Sub-Letting

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

31.0 Recoveries

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

32.0 Waiver

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

33.0 Indemnification

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

34.00 Termination for convenience of Purchaser

34.1 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.

34.2 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.

- 34.3 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.

35.00 Documentation

- 35.01 The Bidder shall procure all equipment from BYPL-approved sources as per the attached specifications. The Bidders shall submit copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings, related to various equipment (as applicable). The Bidder shall ensure strict compliance with the specifications and Field Quality Procedures issued by BYPL.

36.0 Transit Insurance

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

37.0 Limitation of Liability

- 37.01 Except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Supplier to the Purchaser under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Supplier:
- (a) In cases of fraud, willful misconduct or illegal or unlawful acts, or
 - (b) In cases of acts or omissions of the Supplier that are contrary to the most elementary rules of diligence that a conscientious Supplier would have followed in similar circumstances.

38.0 Liability of Suppliers

- 38.1 Subject to the due discharge of its obligations under the Contract and except in case of gross negligence or willful misconduct on the part of the Supplier or on the part of any person acting on behalf of the Supplier, with respect to any loss or damage caused by the Supplier to the Purchaser's property or the Site, the Supplier shall not be liable to the Purchaser for the following:
- (a) For any indirect or consequential loss or damage; and
 - (b) For any direct loss or damage that exceeds:
 - (i) The total payments made and expected to be made to the Supplier under the Contract including reimbursements, if any; or
 - (ii) The insurance claim proceeds that the Supplier may be entitled to receive from any insurance purchased by the Supplier to cover such a liability, whichever is higher.
- 38.2 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.
- 38.3 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.

- 38.4 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.

39.0 Intellectual Property Rights and Royalties

- 39.1 The Supplier shall indemnify the Purchaser and the Purchaser's Representative from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights (hereinafter collectively referred to as "**Intellectual Property Rights**") in respect of the Works, Supplier's Equipment, machines, Works method, Plant, Materials, or anything whatsoever required for the execution of the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. In the event of an infringement of any Intellectual Property Rights of any third party as a result of the execution of the Works (or any part thereof) by the Supplier, the Supplier shall rectify, modify or replace, at its own cost, the Works, Plant or Materials or anything whatsoever required for the Works so that infringement ceases to exist or, in the alternative, the Supplier shall procure necessary rights/ licenses from the affected third party so that there is no infringement of Intellectual Property Rights.
- 39.2 The Supplier shall be promptly notified of any claim made against the Purchaser. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission that might be prejudicial to the Supplier, unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Supplier failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Supplier.
- 39.3 All Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, documents, specifications, data, materials, know-how, charts, information, etc., provided to the Supplier by the Purchaser pursuant to this Contract for the execution of the Works, belongs to and shall continue to belong to the Purchaser and the Supplier shall not have any rights in the same other than the limited right for its use for the purpose of execution of the Works.
- 39.4 Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Supplier and/ or its third-party licensors ("**Supplier's IPR**") shall continue to vest with the Supplier and/ or its third-party licensors and the Supplier shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty free, non-exclusive license (along with the right to sub-license) to use and reproduce such Supplier's IPR for the use, operation, maintenance and repair of the Works.
- 39.5 If any patent, trademark, trade name, registered design or software is developed by the Supplier or its SubSupplier specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Supplier (or its SubSuppliers) for any purpose other than with the prior written consent of the Purchaser.
- 39.6 If the Supplier uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Supplier shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicense (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- 39.7 If any software is used by the Supplier for the execution of the Works over which the Supplier or a third party holds pre-

existing title or other rights, the Supplier shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

40.0 Acceptance

40.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the “Vendor Code of Conduct” displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.

The vendor undertakes that he shall adhere to the Vendor Code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.

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

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

40.02 Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.

40.03 Contractor and Company contractual obligations are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both parties.

40.04 We expect your services and supplies to be aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; <https://www.bsesdelhi.com/web/bypl/about-bses>

SECTION – IV: QUANTITY AND DELIVERY REQUIREMENT

Sl. No.	Item Description	Specification	Requirement		Location
			Quantity in Nos	Delivery Schedule	
1.	Polycarbonated meter security seal orange colour	SECTION V	10,00,000	1. Submission of GTP/Drawing within 7-10 days from the date of LOI/Purchase order.	Stores/Site BYPL Delhi
2.	Polycarbonated meter security seal Blue colour		5,00,000	2. Commencement of 2,00,000 Nos Seals per month within 30 days from the date of clearance of GTP/Drawing from BYPL.	

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.

APPENDIX - I

FORMATS

RATE CONTRACT FOR SUPPLY OF POLYCARBONATE SECURITY METER SEALS (ORANGE & BLUE COLOUR) IN BYPL

NIT No. CMC/BY/26-27/RB/SkS/APT/26

[SRM RFx Number: 2200000240]

BID FORM

To,

Head of the Department
Contracts & Materials
BSES Yamuna Power Ltd
Shakti Kiran Building, Karkardooma
New Delhi- 110032

Sir,

- 1 We understand that BYPL is desirous of procuring”**RATE CONTRACT FOR SUPPLY OF SINGLE PHASE METER WITH BOX**” in 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 Drawings, Conditions of Contract and specifications for the sum of.....
(figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule given by you from the date of award of purchase order/letter of intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of Five (5%) percent of the total contract value for due performance of the Contract in accordance with the General Conditions of Contract.
- 5 We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening under clause 9.0 of GCC, 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 Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC .

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Signature & seal of the Bidder

BIDDER DETAIL FORM

Bidder's Offer No.:

Offer Dated:

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

Dear Sir,

In response to your Tender No. CMC/BY/26-27/RB/SkS/APT/26 dated 21.08.2026 for 'Rate contract for supply of polycarbonate security meter seals (orange & blue colour)' for BSES Yamuna Power Limited, Delhi-110032. We hereby submit our offer herewith.

1. Bidder Name :
2. Website Address :
3. Email Address :
4. Address for Communication :
.....
.....
5. Telephone Number :
6. Fax/Telefax Number :
7. Authorized Person - Name :
 - a. Designation :
 - b. Mobile No. :
 - c. Email-ID :
8. Alternate Person - Name :
 - a. Designation :
 - b. Mobile No. :
 - c. Email-ID :

9. PAN Number :

10. TIN Number :

11. Service Tax Regn. No. :

12. ECC Number :

13. Particulars of EMD:

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

14. Particulars of Tender Fee:

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

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

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2023-2024		
2024-2025		
2025-2026		
Average Turnover		

16. Details of similar work / order executed during last 3 years (Please submit copy of completion certificate from the client.

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

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

- i)
- ii)

iii)

DECLARATION

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

Place: _____

Signature of Authorized Signatory

Date: _____

Name:

Designation:

Seal:

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] (herein after called —the Bank“),are bound unto BSES Yamuna Power Ltd., with it's Corporate Office at BSES Shakti Kiran Building Karkardooma, New Delhi -110032 ,(herein after called -the Purchaser) in the sum of Rs.(Rupees.....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of ____ 20 ____.

THE CONDITIONS of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

PRICE BID FORMAT

PRICE SCHEDULE FOR SUPPLIERS LOCATED WITHIN INDIA

Item Description	Qty	Uom	Ex-Works Price Per EA (INR)	GST %	GST Amount (INR)	Unit Landed Cost Per EA (INR)	Total Landed Cost In (INR)
Polycarbonated meter securiry seal orange colour	10,00,000	Nos					
Polycarbonated meter securiry seal Blue colour	5,00,000	Nos					

Please attach the covering letter head along with the price format.

Note :

- a) Rate contract to be valid for 01 year from the placement of contract.
- b) The delivery shall be as per BYPL schedule and requirement and as per the written instructions issued by C&M deptt., BYPL.
- c) The quantity shown is indicative only for RC purpose and can vary. PO(s) will be released as per the actual requirement. However, supplier has to deliver the material within the delivery schedule provided.
- d) BYPL reserves the right to split the quantity to any extent.

Date: Bidders Name:

Place: Bidders Address:

Signature : Designation :

Printed Name : Common Seal :

APPENDIX – I**ANNEXURE – 1.06****SCHEDULE OF DEVIATIONS**

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

Commercial Deviations:-

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

Bidder should also furnish the below details for future communication:-

GENERAL INFORMATION

NAME OF COMPANY

POSTAL ADDRESS

FOR TECHNICAL QUERY:

CONTACT PERSON NAME

DESIGNATION

E-MAIL

CONTACT NO.

FOR COMMERCIAL QUERY:

CONTACT PERSON NAME

DESIGNATION

E-MAIL

CONTACT NO.

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:

APPENDIX – I

ANNEXURE – 1.07

UNDERTAKING/ SELF DECLARATION FORM

(To be submitted on Bidders Letter Head)

Date : _____

Tender No : _____

To,
The Head of department
Contract & Material Department
BSES Yamuna Power LTD
Karardooma Delhi-110032

Subject: Declaration for Not blacklisted

Sir,

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

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

Yours faithfully

Place:

Date:

Signature of the bidder with seal

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

VENDOR CODE OF CONDUCT

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

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

I. Labour and Human Rights

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

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

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

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

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

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

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

. Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

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

II. Health and Safety

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

The health and safety standards are:

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

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

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

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

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

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

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

III. Environmental

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

The environmental standards are:

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

IV. Ethics

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

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

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

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

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

VENDOR DATA FORM

1. Name of the company : _____

2. Address of the company : _____

3. During the time the tender enquiry is received and the tender is submitted by us to your office, we authorize following person/ persons whose signatures are attested below to deal with BYPL on our behalf for any clarifications:

S.No	Name & Designation	Contact Telephone & fax	E-mail Address	Specimen Signature
1				
2				
3				

Place:

Yours faithfully

Date:

Signature of the bidder with seal

APPENDIX – I

ANNEXURE – 1.10

INDEX FOR PART - A (TECHNICAL BID)

(To be filled & submitted on Bidders Letter Head)

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

APPENDIX – I

ANNEXURE – 1.11

PURCHASE ORDERS EXECUTED LIST												
S.N.	PO No	PO Date	Item Description	UoM	PO Qty	Supplied		Customer Name	End User (shall be Utility/ SEB's/ PSU's) name and details	Financial Year	Purchase order copy enclosed on Page no.	Material delivery clearance certificate copy or Delivery completion certificates or Invoice Copies enclosed on Page no.
						Qty.	Date					
1												
2												
so on..												
Total					Σ	Σ						

PERFORMANCE CERTIFICATES LIST												
S.N.	PO No	PO Date	Item Description	UoM	PO Qty	Supplied		Customer Name	End User (shall be Utility/ SEB's/ PSU's) name and details	Financial Year	Performance certificate Issued Date	Performance certificate Copy enclosed on Page no.
						Qty.	Date					
1												
2												
so on..												
Total					Σ	Σ						

APPENDIX - II

FORMATS

RATE CONTRACT FOR SUPPLY OF POLYCARBONATE SECURITY METER SEALS (ORANGE & BLUE COLOUR) IN BYPL

NIT No. CMC/BY/26-27/RB/SkS/APT/26

[SRM RFx Number: 2200000240]

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

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

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

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.

15. 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.....

BENEFICIARY'S BANK DETAIL WITH IFSC CODE:

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

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

(To be filled & submitted on Bidders Letter Head)

BSES YAMUNA POWER LIMITED Shakti Kiran Building, Karkardooma, Delhi -110032.

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the.....dispatched to BSES YAMUNA POWER LTD vide invoice no..... Datedis exactly of the same nature and description as per above mentioned Purchase Order.

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

Vendor's Name & Signature

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

Sl. No.	TERMS	AS PER BYPL	CONFIRMATION OF BIDDES/BIDDER's TERMS
1.	Validity of prices	120 days from the date of offer submission	
2.	Price basis	a) Firm, FOR Delhi stores/ sites/ offices basis. Prices shall be inclusive of all taxes, freight upto Delhi stores/ site. b) Unloading at stores/ site shall be in vendor's scope c) Transit insurance in bidder's scope	
3.	Payment terms	100% payment shall be made within 45 days from the date of receipt of material at stores/ sites.	
4.	Rate Contract	The rate contract shall have a validity period of 12 months from the date of issue of Contract/LOI/PO issued to the responsive, techno-commercially acceptable and evaluated to be the lowest bidder.	
5.	Quantity Variation	The purchaser reserves the rights to vary the quantity by (±) 30% of the tender quantity.	
6.	Delivery schedule	Submission of GTP/Drawing within 7 days from the date of LOI/ Purchase order. Delivery within 30 days from the date of manufacturing clearance and sample approval. Quantity to be supplied in each month as per the delivery schedule mentioned in Purchase Order of BYPL.	
7.	Defect Liability period	The defect liability period shall be Sixty (60) months after the date of successful commissioning of Goods or Sixty-six (66) months from the date of last date of material receipt at stores/site.	
8.	Penalty for delay	1% of the basic (ex-works) PO value per week of delay or part thereof, subject to maximum of (Ten) 10% of the total basic (ex-works) PO value of undelivered units.	
9.	Performance Bank Guarantee	Performance Bank Guarantee shall be for Five (5%) percent of the Total Contract Value/PO value and shall be valid for a period of Twenty-four (24) months from the date of last dispatch or Thirty (30) months from the date of commissioning, whichever is earlier plus 3 months towards claim period.	
9.	Reverse Auction Event	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

Technical Bid Submission Format for NIT (Open Tenders)**1. Instructions for Technical Bid Submission**

- 1.1** Technical Bid submission should be strictly as per this format. Technical bids in any other format will not be accepted.
- 1.2** All entries should be computer generated. Handwritten bids will not be accepted.
- 1.3** Complete bid document should have page numbers printed at the bottom of each page with this page as page number 1. Page number should be in “Page X of Y” format.
- 1.4** Complete bid should be submitted in soft copy.
- 1.5** Bids with incomplete/wrong information are liable for rejection without any notice.

2. Technical Bid Summary

S No	Description	Bidder's Response
1	Tender No.	
2	Name of the Bidder	
3	Bid Reference Number and date	
4	Name of Authorized contact person (primary responsibility)	
5	Contact No. of Authorized contact person (primary responsibility)	
6	E-mail Id of Authorized contact person (primary responsibility)	
7	Name of Authorized contact person (secondary responsibility)	
8	Contact No. of Authorized contact person (secondary responsibility)	
9	E-mail Id of Authorized contact person (secondary responsibility)	
10	Technical bid submitted in soft copy (mandatory)	

3. Technical Bid Index

3.1 Qualifying Criteria Compliance

3.1.1 Technical Qualifying Criteria Compliance (Only Technical Qualifying criteria to be given in Technical Bid)

S No	Technical Qualifying Criteria Description	Documentary Proof Description	Documentary Proof Enclosed on Bid Page No.	
			From	To
1				
2				
3				
4				
5				

3.1.2 Summary List of Purchase Orders Executed & Delivery Details in support of Qualifying Requirement

S No	Item Details				PO & Execution Details					Customer Name	End User Name (Utility/SEB/PSU)	PO copy & Delivery certificate 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
1													
2													
3													
4													
5													

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

3.1.3 Summary List of Performance Certificates in Support of Qualifying Requirement

S No	Item Details				Supply Qty	Date of Commissioning	Performance Certificate Issue Date	Performance Certificate Issued By (Utility/SEB/Govt Org.)	Contact Details of Issuing Person			Enclosed on Bid Page No.	
	Item	Model	Voltage Rating (kV)	Current Rating (A)					Name	Email	Mobile	From	To

Note –

- Only items relevant as per qualifying requirement should be included in the list.
- Only Performance certificates issued by End User will be accepted as per qualifying requirement.

3.2 GTP, Drawings & Technical Deviation Details

S No	Description	Details Enclosed on Bid Page No.	
		From	To
1	Technical Deviation as per format given in Annexure-1		
2	Guaranteed Technical particulars (GTP) as per specification		
3	All drawings as per specification		

3.3 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								

4. 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	

Section - 1 - Qualifying Criteria Compliance

Please Enclose Detailed documents in support of qualifying requirement

Section - 2 – GTP, Drawings and Technical Deviations

BSES

Annexure - 3 – Technical Deviation Details

S No	Tender PDF Page No.	Specification Page No.	Clause No.	Clause Description	Bidder Clarification/Deviation with Justification

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

Section - 3 – Type Test Reports

Please enclose detailed type test reports

VOLUME – II:

TECHNICAL SPECIFICATION (TS)

**RATE CONTRACT FOR SUPPLY OF POLYCARBONATE SECURITY
METER SEALS (ORANGE & BLUE COLOUR) IN BYPL**

NIT No. CMC/BY/26-27/RB/SkS/APT/26

[SRM RFx Number: 2200000240]

BSES

BSES-TS-119-PSEAL-R1

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

BSES

TECHNICAL SPECIFICATION

FOR

POLYCARBONATE SECURITY SEAL

Rev:	R1	
Date:	16 April 2024	
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Record of Revision

[illegible]

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL**1.0. SCOPE OF SUPPLY**

The scope of supply includes Design, Engineering, Manufacturing, Inspection & Testing at manufacturer's work before dispatch, packing and delivery of material to BSES stores and submission of documents to purchaser.

2.0. STANDARDS & CODES

Polycarbonate seals shall be designed, manufactured and tested in accordance with the latest edition of following standards

S No.	STANDARD	TITLE OF THE STANDARD
1	Latest Edition	Indian Electricity Act 2003
2	Latest Edition	CEA regulations on Installation and Operation of Meters
3	IS 14434	Polycarbonate moulding and extrusion materials
4	IS 15707	Testing, Evaluation, Installation and Maintenance of AC electricity meters – Code of practice
5	IS 9792	Guide for testing, calibration and maintenance of AC electricity meters
6	IS 6528	Stainless Steel Wire
7	ASTM D 792	Specific Gravity Test
8	ASTM B 117	Salt Spray Test

3.0. SERVICE CONDITIONS

Polycarbonate seals to be supplied against this specification shall be suitable for satisfactory operation under the following conditions-

3.1	Average grade atmosphere	Heavily polluted, Dry
3.2	Maximum altitude above sea level	1000M
3.3	Relative Humidity	100%
3.4	Ambient air temperature	Highest 50 Deg C Average 40 Deg C Minimum 0 Deg C
3.5	Operating temperature	0 Deg C - 50 Deg C
3.6	Rainfall	750mm concentrated in four months

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL**4.0. CONSTRUCTIONAL & DESIGN FEATURES**

SL	Parameters	Technical Requirements by BSES	Compliance by Bidder
4.1	Seal type	a. The seals shall be anchor type, suitable for effectively sealing the meters, meter boxes and other enclosures. b. The seals shall be suitable for outdoor application. c. Seal should be weather and UV resistant d. It should not be possible to tamper seal before and after installation. e. Application: Security sealing of energy meters and enclosures.	
4.2	Material of Seal	Virgin Polycarbonate	
4.2	Melting Temperature	Minimum 280 Deg C to 295 Deg C	
4.3	Seal design	a. The seals shall be of padlock type design, easy to install without use of any tool. b. Once installed it shall not be possible to open forcibly without completely destroying / breaking the body of the seal. c. Once opened, it shall not be re-used. d. In the event any attempt is made to open the seals forcibly, a visual damage shall occur on body of seal.	
4.4	Housing and locking	a. Housing of the seal shall be of polycarbonate. b. Corrosion resistant stainless steel shall be used in the locking mechanism system. c. These materials shall be suitable for use in humid tropical conditions as stipulated in Clause 3.0. d. Collar of Male part should be of smaller size & sit	

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

		inside the female part	
4.5	Colour of seal	a. Seals shall be transparent (See through type), which shall give complete visualization of its fixing mechanism and shall show clear indication if tempered or coloured seals as per instruction and approval of BSES b. Female part of the seal shall be colourless and male part of the seal shall be coloured in Blue, Orange, Pink, Green ,Yellow as per BSES requirement.	

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

4.5.1	Blue Seal	Seal sent to meter manufacturer for Sealing meter body	
4.5.2	Orange, Pink, Green, Yellow Seal	Seal will be utilized for following applications: a. T Cover b. Meter c. Box/Enclosure d. Bus bar Box e. Metering Cubicle f. Other sealing applications	
4.6	Marking on seal	a. Ten-digit serial number shall be laser printed on both male and female portion of the seal. b. BSES & PO No. shall be moulded on one side and Manufacturing month and year to be moulded on the other side of seal. c. In addition to above marking a paper sticker shall be provided on seal with following information: - Seal Serial No - QR Code - (BRPL/BYPL) R1	
4.7	Sealing wire	a. Non corrosive nonmagnetic stainless steel twisted wire shall be used. b. Grade of stainless steel shall be SS-304.	
4.8	Length of sealing wire		
4.8.1	Blue Seal	160mm	
4.8.2	Orange Seal	225mm	

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

4.9	Diameter of SS wire	The diameter of each individual strand wire shall be 0.45 mm + 0.01 mm and overall diameter of seal wire shall be 0.9mm+0.05mm, so that it can easily be inserted into the female portion where the diameter of the hole shall be 1.0mm+0.1mm.	
4.10	Locking arrangement	Two Anchor type for Blue, Orange, Green, Pink and Four Anchor type for yellow seal (Pre temper feature shall be referred) Double locking with two wire holes for two times wire passing the seal.	
4.11	Seal wire application	These all wire used for the above size of seals shall be built in connecting male and female part of the seal. The application of the seal wire is to insert seal wire and through the hole via female part and insert the male part into female part by applying thumb Pressures to lock the seal.	
4.12	Seal installation & security	The Seal shall be made in such a way that, it can be easily locked with the help of finger and thumb pressing and no tools shall be required to close the seal in the laboratory or at site. After inserting the seal wire through female part, the cap of the male part shall be fitted in the female part in such a way that it should not leave any space to avoid insertion of any sharp tools for opening of seal body of the Female part in hot or cold condition.	

BSES		BSES-TS-119-PSEAL-R1	
TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL			
4.13	Patent requirement	a. The manufacturer should have a legal valid patent certificate (seal from the manufacturer who has official right to manufacture the seal) as on date of tender submission in accordance with the provisions of the Patents Act, 1970 and as per CEA regulation for manufacturing of the seal as per CEA regulation. b. Documentary proof for the above shall be forwarded along with the offer c. In case of patent revocation supplier shall intimate BSES immediately in writing.	

5.0. INSPECTION & TESTING

5.1	Type test	The type test reports for below mentioned tests as per IS / IEC/ASTM standards shall be submitted. Type test report shall not be older than 5 years. Type test conducted either from CPRI/ERDA will be treated as valid. i) Visual Inspection of whole lot. ii) Dimensional Verification. iii) Tensile Strength iv) Pull Out Test v) Chemical Test vi) Heat Resistance Test vii) Identification of Base Polymer viii) Melting Point ix) Temperature Withstand Test x) Salt Spray Test xi) Specific Gravity If valid type test reports are not available with the bidder, then
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TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

		they shall arrange to carry out all the type tests as per relevant IS on randomly selected sample from our lot from CPRI/ERDA without any price implication.
5.2	Routine test	Raw material certificates and Routine test certificates in accordance with relevant IS, shall be submitted during the inspection.
5.3	Acceptance tests	Sampling & following acceptance tests in accordance with relevant IS/ASTM shall be conducted during the inspection at manufacturer's works:- i) Visual Inspection of whole lot. ii) Dimensional Verification. iii) Tensile Strength iv) Pull Out Test v) Chemical Test vi) Heat Resistance Test

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

		vii) Identification of Base Polymer viii) Melting Point ix) Test for exposure to UV radiation In case the facility to conduct any of the above mentioned tests is not available at manufacturing works, the same shall be conducted at NABL accredited laboratory without any price implication.
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6.0. PACKING, SHIPPING, HANDLING & SITE SUPPORT

6.1	Packing Protection	Against corrosion, dampness, heavy rains, breakage and vibration
6.2	Packing for Seals	50 no's seals in small transparent packet Two packets of 50 seals shall be packed in hardboard boxes of 100nos seals The serial numbers of the seals shall be clearly indicated on the box. Robust non returnable packing case with all the above protection & identification Label
6.3	Packing Identification Label	On each packing case, following details are required:
6.3.1	Individual serial number	
6.3.2	Purchaser's name	
6.3.3	PO number (along with SAP item code, if any) & date	
6.3.4	Equipment Tag no. (if any)	
6.3.5	Destination	
6.3.6	Manufacturer / Supplier's name	
6.3.7	Address of Manufacturer / Supplier / it's agent	
6.3.8	Month & year of Manufacturing	
6.3.9	Case measurements	
6.3.10	Gross and net weights in kilograms	

TECHNICAL SPECIFICATION FOR POLYCARBONATE SECURITY SEAL

6.3.11	All necessary slinging and stacking instructions	
6.4	Shipping	The seller shall be responsible for all transit damage due to improper packing.
6.5	Handling and Storage	Manufacturer instruction shall be followed.
6.6	Detail handling & storage instruction sheet / manual to be furnished before commencement of supply.	

7.0. DOCUMENT & SAMPLE SUBMISSION

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

7.1	Completely filled GTP as per clause Annexure-A of this specification
7.2	Clause wise compliance sheet as per BSES specification
7.3	Detailed reference list of customers using the offered product during the last 3 years with similar design and rating
7.4	GA / cross sectional drawing of seal showing all the views / sections / parts
7.5	Manufacturer's quality assurance plan and certification for quality standards
7.6	Five numbers of non-returnable samples of the seal shall also be submitted with the offer for evaluation of the product.

8.0. DEVIATION

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

ANNEXURE A: GUARANTEED TECHNICAL PARTICULARS OF POLYCARBONATE SECURITY SEAL:

Clause no of Specification	Description of Clause	Compliances by Bidder