

NOTICE INVITING TENDER (NIT)

FOR

**TURNKEY PACKAGE FOR SUPPLY, INSTALLATION,
TESTING & COMMISSIONING (SITC) OF 11 kV
SINGLE PHASE POLE MOUNTED CIRCUIT
BREAKER FOR HVDS NETWORK**

**NIT NO: CMC/BY/26-27/RS/SkS/SV/7
[RFx Number: 2200000208]**

Due Date for Submission: 26.05.2026, 15:00 HRS

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

CIN: U40109DL2001PLC111525

WEBSITE: www.bsesdelhi.com

This document is a property of BYPL. This document is meant for the exclusive purpose of bidding against this NIT Number/Specification and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.

NIT INDEX

S No.	DOCUMENT DESCRIPTION	PAGE NO
VOLUME – I		
1	INFORMATION TO BIDDER (ITB)	1 To 17
1.00	APPENDIX I	1 To 22
1.01	BID INDEX FOR PART-A (TECHNICAL BID)	
1.02	BID FORM	
1.03	TENDER FEE DETAILS	
1.04	EMD DETAILS	
1.05	FORMAT FOR EMD BANK GUARANTEE	
1.06	COMMUNICATION DETAILS OF THE BIDDER	
1.07	MANUFACTURER AUTHORIZATION FORM	
1.08	QUALIFYING CRITERIA COMPLIANCE INDEX - TECHNICAL CRITERIA	
1.09	LIST OF PURCHASE ORDERS EXECUTED & DELIVERY DETAILS IN SUPPORT OF QUALIFYING REQUIREMENT	
1.10	LIST OF PERFORMANCE CERTIFICATES IN SUPPORT OF QUALIFYING REQUIREMENT	
1.11	SCHEDULE OF DEVIATIONS - TECHNICAL	
1.12	TYPE TEST REPORTS (SEQUENCE OF TESTS SHALL BE STRICTLY IN ACCORDANCE WITH RELEVANT IS/IEC)	
1.13	SAMPLE SUBMISSION DETAILS (IF APPLICABLE AS PER SPECIFICATION)	
1.14	QUALIFYING CRITERIA COMPLIANCE INDEX - COMMERCIAL CRITERIA	
1.15	UNDERTAKINGS	
1.16	SCHEDULE OF DEVIATIONS - COMMERCIAL	
1.17	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT	
1.18	CODE OF CONDUCT FOR SUPPLIERS	
2	GENERAL CONDITION OF CONTRACT	1 To 34
2.00	APPENDIX II	1 To 7
2.01	FORMAT FOR PERFORMANCE BANK GUARANTEE	
2.02	BENEFICIARY'S BANK DETAILS WITH IFSC CODE	
2.03	FORMAT OF WARRANTY/GUARANTEE CERTIFICATE	
2.04	FORMAT OF UNDERTAKING GST	
2.05	SUMMARY OF COMMERCIAL TERMS AND CONDITIONS	
VOLUME – II - FINANCIAL BID (PRICE FORMAT)		1 To 4
VOLUME – III - SCOPE OF SITC & TECHNICAL SPECIFICATIONS		1 To 11 & 1 To 25

VOLUME – I: INFORMATION TO BIDDER (ITB)

SECTION – I: REQUEST FOR QUOTATION

1.00 EVENT INFORMATION

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites **Open Tender** in the E-Tender Bidding Process on a “Single Stage: Two Parts” from interested as detailed below:

Tender Description	Tender Fee (₹)	Estimated Cost (₹)	EMD Amount (₹)	BYPL Delivery Location
Turnkey Package for Supply, Installation, Testing & Commissioning (SITC) Of 11 kV Single Phase Pole Mounted Circuit Breaker For HVDS Network	1,180	2.65 Crore	5.30 Lakh	Delhi Store(s)/ Site(s)

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

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

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

S. No.	Events	Due date & Time
1	Date of availability of tender documents from BYPL Website & SRM	up to 26.05.2026, 15:00 Hours
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the Zoom Meeting link: https://zoom.us/j/95429975156?pwd=RV5CaVQ3AHplGTbVAga0HgyQRlcOdt.1 After registering, you will receive a confirmation email containing information about joining the meeting.	14.05.2026, 11:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail)	14.05.2026 up to 18:00 Hours
4	Last Date of replies to all the pre-bid queries as received	19.05.2026 up to 17:00 Hours
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	26.05.2026, 15:00HRS
6	Date & Time of Opening of PART A - EMD and Technical Bid	26.05.2026, 16:00HRS
7	Date & Time of opening of Price/RA of qualified bids	Will be notified to the qualified bidders through our website/e-mail

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

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

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

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

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

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

Opening of Bids:

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

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

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

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

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

2.00 QUALIFICATION CRITERIA

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

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 3 of 17	Bidders seal & Signature
---	----------------------------	--------------------------

2.01 **Technical Criteria:**

S. No.	Criteria	Documents to be submitted by the Bidder
1	The bidder should be the OEM of offered Circuit Breakers having its manufacturing facility in India for the last 5 years. Or The Bidder shall be an authorized channel partner of OEM. If the Bidder is an authorized channel partner of OEM, a letter of authorization from OEM shall be submitted along with the bid. Also, such bidder shall submit a backup warranty from OEM along with bid on NIT terms & conditions.	i. OEM Valid Certificate of Incorporation & Factory (Manufacturing) Licence. ii. Authorization & backup warranty from OEM (If applicable) iii. Detailed list of manufacturing units, their locations, and the specific works from which supplies shall be made against this tender, submitted by the OEM.
2	The Bidder should have supplied at least 50 Nos of circuit Breakers in last 5 years from the date of bid opening to any utility/SEB/Government Organisation / Reputed Company	i. Summary list of executed Purchase orders (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.09) ii. Copies of the relevant Purchase Orders iii. Material delivery clearance certificate copy or Invoice Copies or Delivery completion/ Performance certificate
3	Performance certificate of Circuit breakers with offered or higher rating from two organizations. Out of the two, one performance certificate should be issued by Utility/SEB/Government Organisation. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third organization.	Performance Certificates (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.10)
4	The bidder should have servicing, repairing, testing & refurbishment facility in INDIA with necessary spares and testing equipments for providing prompt after-sales service for Breaker. In case of authorized channel partner undertaking from OEM is also required as a backup to provide after-sales services.	Relevant Details/Certificates/ Undertaking (Details of the set-up available shall be brought out in the offer. the bidder shall also submit an undertaking along with the bid confirming the infrastructure details submitted)
5	The bidder should have manufacturing capacity of minimum 10 nos. circuit breakers per month.	Installed Manufacturing Capacity (duly certified by the CE/CA/DIC/Self-Undertaking/Government Organization/others)
6	The bidder must possess valid ISO 9001:2015 certification or above.	Valid copy of Certification

2.02 **Commercial Criteria:**

S. No.	Criteria	Documents to be submitted by the bidder
--------	----------	---

6	The bidder must have an Average Annual Sales Turnover of Rs 2 Crores or more in the last three (3) Financial Years (i.e. FY 2022-23, 2023-24, and 2024-25).	i. Audited Balance Sheet and Profit & Loss Account Or ii. Duly certified CA certificate having UDIN to be submitted (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)
7	The bidder must submit an undertaking stating that “No Litigation” is pending with BYPL or any of its group/associate companies as of the date of bid opening.	Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)
8	The bidder must submit an undertaking (self-certification) that they have not been blacklisted or debarred by any Central / State Government Institution or Electricity Utility in India as of the date of bid opening.	Self-Undertaking (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)
9	The bidder must hold a valid PAN and GST Registration Number, and shall undertake to comply with all other applicable statutory laws and regulations prior to commencement of supply/work.	i. Copies of PAN and GST registration certificates ii. Self-undertaking confirming compliance with all statutory obligations (as per the format enclosed in APPENDIX I - ANNEXURE – 1.15) (Details to be submitted as per the format enclosed in APPENDIX I - ANNEXURE – 1.14)

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

3.00 BIDDING AND AWARD PROCESS

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

3.01 BID SUBMISSION

BIDS ARE INVITED THROUGH THE E-PROCUREMENT PORTAL:

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

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

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

INFORMATION TO BIDDER (ITB) NIT NO: CMC/BY/26-27/RS/SkS/SV/7 [RFx Number: 2200000208]	Page 5 of 17	Bidders seal & Signature
--	-----------------------------------	-------------------------------------

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

.....

b) Trade Name:

c) Address of Principal Place of Business:

d) Contact Person's Name:

e) Contact Person's Designation:

f) Contact Person's Mobile No.:

g) Contact Person's email ID:

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

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

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

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

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

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

Head of Department

Contracts & Materials Deptt.

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

Kindly Note:

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

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

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

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

		paper & format enclosed at APPENDIX I ANNEXURE – 1.05, EMD Details Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.04
6	Power-of-Authorization Letter	In the standard stamp paper/letter
A.2	Technical Bid	
7	Communication Details of the Bidder	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.06
8	Manufacturer Authorization Form (as applicable)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.07
9	Technical Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.08, ANNEXURE – 1.09 & ANNEXURE – 1.10
10	Schedule of Deviations - Technical	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.11
11	Technical Details/ Filled in Guaranteed Technical particulars (GTP) as per specification	Bidder shall submit duly filled GTP with all Technical documents
12	Technical Drawings as per specification	Bidder shall submit all Drawings as per the specification
13	Type Test Reports	Bidders shall submit a copy of type test reports in their technical bids in support of technical specifications. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.12
14	Sample Submission Details (if applicable as per specification)	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.13
15	Product Catalogue (If applicable)	Bidders shall submit a copy of the product catalogue in their technical bids in support of technical specifications
16	Manufacturer's Quality Assurance Plan	Bidders shall submit a copy of MQP in their technical bids in support of technical specifications
17	Other drawings/ documents mentioned in technical specification	Bidders shall submit a copy of documents in their technical bids in support of technical specifications
18	Testing Facilities	Bidder shall submit the details of testing facilities available at their works/factory.
A.3	Commercial Bid	
19	Company Profile, Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.
20	Commercial Qualifying Criteria Compliance Index & Documents	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 2.00. Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.14
21	Undertakings	Duly signed self-undertakings as per enclosed format at APPENDIX I ANNEXURE – 1.15
22	Schedule of Deviations - Commercial	Duly filled and signed as per enclosed format at APPENDIX I ANNEXURE – 1.16
23	Acceptance Form For Participation in Reverse Auction Event	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at APPENDIX I ANNEXURE – 1.17

24	Commercial Terms and Conditions	Acceptance of Commercial Terms and Conditions viz. Delivery Schedule/Period, Payment terms, PBG etc. Duly filled and signed as per enclosed format at APPENDIX II ANNEXURE – 2.05
25	Unpriced Bid Duly Signed	Item wise marked as “Quoted” & Duly Signed Unpriced Bid as per enclosed format at VOLUME – II - FINANCIAL BID (PRICE FORMAT)
26	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

PART B:: FINANCIAL BID comprising of

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

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

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

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

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

4.00 AWARD DECISION

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

b) If the quantity is split among 3 bidders, it will be done at 50:30:20 at the L1 price.
Note: If quantity needs to be distributed and order splitting is required, quantity distribution shall be maximum among three (3) bidders.

5.00 MARKET INTEGRITY

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

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

6.00 BIDDER CONFIDENTIALITY

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

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

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

7.00 CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 3 rd Floor, B-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Ashish Joshi GM (CES)	Ashish.K.Joshi@reliancegroupindia.com
	Puneet Duggal GM (CES)	puneet.duggal@reliancegroupindia.com
	Amit Tomer Asstt. VP (HOD-CES)	Amit.As.Tomar@reliancegroupindia.com
Commercial		
C&M Dept. 3 rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Sumit Verma GM (C&M)	Sumit.Ra.Verma@reliancegroupindia.com
	Santosh Singh Addl. VP (Head- Procurement)	Santosh.Kum.Singh@reliancegroupindia.com
	Robin Sebastian VP (HOD-C&M)	Robin.Sebastian@reliancegroupindia.com

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

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

2.00 SCOPE OF SUPPLY/WORK

- 2.01 The scope shall include Design, Manufacture, testing at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Transportation and Unloading and proper stacking at Purchaser's stores/site, erection & installation, commissioning, handing over to "on turnkey basis".

3.00 DISCLAIMER

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

4 COST OF BIDDING

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

B. BIDDING DOCUMENTS

5.00 BIDDING DOCUMENTS

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

6.00 AMENDMENT OF BIDDING DOCUMENTS

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

C. PREPARATION OF BIDS

7.00 LANGUAGE OF BID

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

8.00 DOCUMENTS COMPRISING THE BID

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

9.00 BID FORM

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

10.00 EMD

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

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

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

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

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

The EMD may be forfeited in the case of:

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

11.00 BID PRICES

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

12.00 BID CURRENCIES

- 12.01 Prices shall be quoted in Indian Rupees Only.

13.00 PERIOD OF VALIDITY OF BIDS

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

14.00 ALTERNATIVE BIDS

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

15.00 FORMAT AND SIGNING OF BID

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

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

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

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

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

D. SUBMISSION OF BIDS

16.00 SEALING AND MARKING OF BIDS

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

17.00 DEADLINE FOR SUBMISSION OF BIDS

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

18.00 ONE BID PER BIDDER

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

19.00 LATE BIDS

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

20.00 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

21.00 PROCESS TO BE CONFIDENTIAL

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

22.00 CLARIFICATION OF BIDS

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

23.00 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 23.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. Purchaser may ask for submission of original documents to verify the documents submitted in support of qualification criteria.
- 23.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 23.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 23.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.00 EVALUATION AND COMPARISON OF BIDS

- 24.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 24.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids will be subjected to a responsiveness check. The Technical & qualifying Proposals and the Conditional ties of the Bidders will be evaluated.

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

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

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

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

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

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

F. AWARD OF CONTRACT

25.00 CONTACTING THE PURCHASER

- 25.01 If any Bidder wishes to contact the Purchaser on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.
- 25.02 Any effort by a Bidder to influence the Purchaser and/or 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.

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

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

27.00 AWARD OF CONTRACT

- 27.01 The Purchaser will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award the order to other bidders in the tender, provided it is required for the timely execution of the project & provided he agrees to come to the lowest rate. Purchaser reserves the right to distribute the entire tender quantity at its own discretion without citing any reasons thereof.
- 27.02 The Purchaser will place a single composite order covering the Scope of Work specified in the NIT, including, inter alia:
 - a) Supply of materials/equipments
 - b) Services such as Installation/Erection, Testing & Commissioning (wherever applicable)
 - c) Civil Works (wherever applicable)

28.00 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

29.00 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

30.00 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

- 30.01 To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 30 months from the date of last receipts at site/stores plus 3 months claim period.

31.00 CORRUPT OR FRAUDULENT PRACTICES

- 31.01 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:
- (a) Defines, for this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 31.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of the Contract.

32.00 STATUTORY GUIDELINES & REGULATIONS

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

33.00 SAFETY

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

34.00 PRIORITY OF CONTRACT DOCUMENTS

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

i) Contract Agreement/Purchase Order.

(a) Special Conditions of Contract

(b) General Conditions of Contract

(ii) The Letter of Acceptance/ Intent

(iii) Agreed Minutes of the Tender Negotiation Meetings

(iv) Agreed Minutes of the Tender Technical Meetings

(v) The Priced Bill of Quantities

(vi) The Technical Specifications / Scope of work

(vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

BID INDEX FOR PART-A (TECHNICAL BID)

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

NIT & RFX No.:
Bidder's Name:
Bidder's Bid Reference No. & Date:

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

BID FORM

To

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

Sir,

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

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

TENDER FEE DETAILS

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

EMD DETAILS

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

Note:

Bidders are advised to ensure that Bank Guarantees (BGs) issued in favour of BYPL are transmitted through Structured Financial Messaging System (SFMS) for all new issuances and renewals. The SFMS message must be sent by the issuing bank prior to submission of the BG to BYPL.

The following key fields are to be captured in the SFMS message:

Field No	Description	Value
7024	Type of Bank Guarantee	Bid Bond (Bid Security/Earnest Money Deposit - EMD)
7034	Beneficiary Details	BSES Yamuna Power Ltd, Shaktikiran Building, Karkardooma, Delhi 110032
7035	Beneficiary IFSC	SBIN0009601
7036	Beneficiary Branch Name & Address	State Bank Of India 14-15th Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, Janpath, New Delhi 110001
7037	Sender to Receiver Information	EMD against RFX No. 220000XXXX

(FORMAT FOR EMD BANK GUARANTEE)

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

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

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

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

The conditions of this obligation are:

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

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

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

(Stamp & signature of the bank)

Signature of the witness

APPENDIX I NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 5 of 22	Bidders seal & Signature
--	----------------------------	--------------------------

COMMUNICATION DETAILS OF THE BIDDER

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

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

Date:
Tender No.:

To

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

Sir,

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

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

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

Yours Sincerely,
For

Authorized Signatory

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

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

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

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

Note –

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

SCHEDULE OF DEVIATIONS - TECHNICAL

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

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

Technical Deviations:-

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

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

Seal of the Bidder:

Signature:

Name:

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

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

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

UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date:

Tender No.:

To

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

Sir,

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

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

Yours Sincerely,

For

Authorized Signatory

Name : _____

Designation : _____

Seal : _____

SCHEDULE OF DEVIATIONS - COMMERCIAL

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

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

Commercial Deviations:-

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

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

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

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

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

Signature & seal of the Bidder

APPENDIX I NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 17 of 22	Bidders seal & Signature
--	-----------------------------	--------------------------

CODE OF CONDUCT FOR SUPPLIERS

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

A. Promote Environmental Sustainability

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

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

B. Commitment to Human Rights, Labour and the Society

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

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

APPENDIX I NIT NO: CMC/BY/26-27/RS/SkS/SV/7 [RFx Number: 2200000208]	Page 18 of 22	Bidders seal & Signature
--	-----------------------------	--------------------------

Ensure that the activities of suppliers do not harm the health and safety of their own employees, suppliers and subcontractors, local communities/population, and finally the users of its products and services, which is in accordance with the BSES's Mission Zero Harm in Health and Safety.

3. Child Labour

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

4. Forced Labour

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

5. Wages and Working hours

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

6. Freedom of Association and Collective Bargaining

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

7. Non-Discrimination and Equal opportunity

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

8. Zero Tolerance towards Harassment

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

C. Ethical Integrity and Legality

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

APPENDIX I NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 19 of 22	Bidders seal & Signature
--	-----------------------------	--------------------------

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

uncompetitive favours for the conduct of its business with BSES.

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

6. Competition, Confidentiality and Data Privacy

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

7. Transparency and Ethics

7.1 Fair competition

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

7.2 Corporate image and reputation

Suppliers must NOT:

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

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

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

9. Financial Records and Accuracy in Books

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

10. Sanction Laws

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

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

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

11. Responsible Sourcing

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

12. Quality of Product and Services

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

13. Corporate Citizenship

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

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

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

1. General Instructions & Applicability

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

2. Definitions and Interpretations

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

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

3. Contract Documents Priority & Formation

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

4. Governing Laws & Dispute Resolution

- 4.1. The Contract shall be governed by and interpreted in accordance with the laws of India.
- 4.2. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall first be sought to be resolved amicably through mutual consultation between the Parties.
- 4.3. In the event that an amicable resolution is not achieved within a reasonable period, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2023. The Arbitral Tribunal shall consist of three (3) arbitrators — one to be appointed by each Party, and the third, who shall act as the presiding arbitrator, to be jointly appointed by the two arbitrators so nominated.
- 4.4. The seat and venue of arbitration shall be New Delhi, India, and the language of proceedings shall be English. The arbitral award rendered by the Tribunal shall be final and binding upon both Parties.

5. Change in Law

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

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

6. Language, Measurement & Precedence

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

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

7. Scope of Supply & Services - General

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

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

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

7.4. All relevant drawings, data and instruction manuals.

8. Specifications, Codes & Standards

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

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

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

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

9. Representations and Warranties

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

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

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

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

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

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

10. Ethics, Integrity & Code of Conduct

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

11. Sustainability, ESG & Legal Compliance

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

12. Data & Cybersecurity

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

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

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

13. Local Content and Eligibility

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

14. Manufacturing Approvals & Clearances

- 14.1. Transmittal approval documents - including Guaranteed Technical Parameters (GTP), drawings, Quality Assurance Plans (QAP), and other relevant documents - shall be submitted within 15 days to the designated BYPL official for review and approval. BYPL shall provide approval or comments within seven (7) calendar days of the initial submission. Should resubmission be required, the Seller shall complete it within five (5) calendar days. Subsequent approvals or comments from BYPL on such resubmissions will be issued within five (5) calendar days. Repeated resubmissions are discouraged and may impact timelines.
- 14.2. Manufacturing activities shall commence only after the Seller receives formal transmittal approval and manufacturing clearance from BYPL.
- 14.3. All documents submitted for transmittal approval must reflect pre-award discussions and confirmations between BYPL and the Seller to ensure accuracy and compliance.
- 14.4. Post Order Transmittal Approval shall be completed within 04 weeks from the date of Rate Contract/Purchase Order. Delays in obtaining transmittal approval shall not be accepted as valid grounds for extension of delivery timelines or waiver of liquidated damages.

15. Errors, Omissions & Discrepancies

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

16. Quality Assurance, Inspection, Testing and Test Certificates

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

17. Inspection & Test Charges

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

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

18. Documentation

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

19. Packing, Handling, and Storage

19.1. Packing: All Commodities shall be packed in suitable crates, boxes, drums, containers, cartons, or other appropriate packaging to ensure safe transportation by road or rail to BYPL's Delhi/New Delhi stores or project site. The packaging shall provide adequate protection against damage during transit. Wherever feasible, biodegradable packaging materials shall be used in compliance with applicable environmental standards.

19.2. Packing List: Each package shall contain a detailed packing list itemizing the contents with exact weight, external dimensions (length, width, and height), Item SAP Code, Purchase Order number, and date. One copy of the packing list must be enclosed inside each package delivered.

19.3. Prior to commencement of supply, the Material Safety Data Sheet (MSDS), along with detailed handling and storage instructions or manuals (where applicable), shall be provided. Copies of these documents shall accompany the first lot of materials delivered and be maintained at the storage or project site location.

20. Delivery Terms & Address

20.1. The Goods shall be delivered to BYPL's designated Store(s) and/or Site(s). All shipments shall be made on a Free on Road (FOR) destination basis, inclusive of all applicable taxes and duties.

20.2. Responsibility for unloading of the Goods at the respective BYPL Store(s) or Site(s) shall rest accordingly.

20.3. Wherever applicable, all required transit documents, including E-Way Bills, shall be issued to ensure lawful transportation of the Goods. The logistics partner or transporter shall not be held liable for any loss, penalties, or confiscation arising from improper documentation or mis-declaration.

21. Transportation

21.1. Responsibility shall rest for arranging transportation of the Goods from the manufacturing works or warehouses to the Buyer's designated Store(s) or Site(s).

21.2. All charges related to transportation from the works to the Buyer's Store(s) or Site(s) shall be deemed included in the total Order value and shall not be claimed or billed separately

22. Transit Insurance

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

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

23. Acceptance & Rejection of Goods

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

24. Price Validity

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

25. Prices/Rates/Taxes

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

26. Taxes & Duties

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

27. Variation in Taxes, Duties & Levies

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

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

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

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

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

- 29.1. The Building and Other Construction Workers (BOCW) Act shall apply to any establishment employing or having employed ten (10) or more building workers at any time during the preceding twelve months in connection with any building or construction work. Where applicable, registration with the Registering Officer under Section 7 of the BOCW Act, along with compliance with relevant State Government rules, shall be obtained and the Registration Certificate issued by the concerned State Labour Department shall be submitted.
- 29.2. In accordance with the Act, cess at the rate of 1% of the cost of construction work shall be payable and shall be deducted from each interim bill. The cost of materials, when billed separately as a distinct schedule item, shall be excluded from the cess calculation. Full compliance with all applicable provisions of the BOCW Act shall be ensured.

30. Tax Indemnity Clause

- 30.1. The Seller (including its affiliates in India or overseas, agents, third-party Sellers, or any other persons appointed by such affiliates for this Agreement) shall bear sole responsibility for compliance with and payment of all taxes—direct or indirect—including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, cesses, interest, penalties, or any other tax/duty/amount/charge/liability arising under laws or regulations applicable in India or overseas, or from demands or recoveries initiated by any revenue authority.
- 30.2. If any tax liability (including but not limited to income tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess, customs duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties, or other charges become payable by the Purchaser due to the Seller's or its affiliates' failure to comply with relevant laws or regulations, the Seller undertakes to indemnify the Purchaser for such amounts.
- 30.3. Furthermore, the Seller agrees to indemnify and keep indemnified the Purchaser against all actions, proceedings, claims, losses, damages, costs, and expenses directly or indirectly arising from any failure by the Seller or its affiliates to comply with applicable legal obligations.
- 30.4. The parties agree to the following procedure in the event the Purchaser receives any demand or notice relating to non-compliance by the Seller or its affiliates with tax laws:
- 30.4.1. The Purchaser shall notify the Seller in writing within five (5) common working days of receipt of such communication, or as soon as reasonably possible if the response time is shorter.

- 30.4.2. Upon receipt of notification, the Seller shall either accept the demand and reimburse the Purchaser within five (5) working days of payment or propose disputing the demand.
- 30.4.3. If the Seller opts to dispute the demand and the Purchaser agrees, the Purchaser will contest the demand following due legal process, refraining from paying the tax demand during litigation. The Seller shall reimburse all litigation costs incurred, including counsel fees and filing charges. Should any coercive recovery measures be initiated, the Purchaser may pay the sum and recover it from the Seller within five (5) working days.
- 30.4.4. If the demand is finally determined by a tribunal or authority and payment was made by the Purchaser, the Seller shall reimburse the amount within ten (10) days of payment. Conversely, if no amount is payable and a refund arises, the Purchaser shall pass the refund to the Seller within ten (10) days of receipt.

31. Invoicing Instructions

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

from authorities (CGST/SGST, etc.) shall be ensured. Delays arising from seizure shall attract liquidated damages as per Contract provisions.

31.7. All Suppliers/Service Providers must include the following minimum details in invoices to be submitted:

- 31.7.1. Invoice/Credit Note number and date
- 31.7.2. Supplier/service provider address and GSTN
- 31.7.3. Customer name and address as per GST registration and GST registration number
- 31.7.4. 'Shipped to' and 'Billed to' addresses
- 31.7.5. Place of supply
- 31.7.6. Description of goods/services with units of measurement
- 31.7.7. HSN/SAC codes
- 31.7.8. Taxable value (gross and discount detailed separately if applicable)
- 31.7.9. Tax rate and amount for CGST, SGST, and IGST separately
- 31.7.10. Authorized signature (for e-invoices, a physical signature is not required)
- 31.7.11. Indication of reverse charge applicability, if any.

32. Bill Submission Procedure

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

33. Terms of Payment and Billing

33.1. For Supply of Equipment/Materials

Part 1) 90% of the basic value with 100% taxes and duties shall be made within 45 days from the date of receipt & acceptance of material at store(s)/site(s) on against submission of following documents against dispatch of each consignment at our Vendor Support Cell (VSC):

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

Part 2) Balance of 10% of basic value shall be paid in 45 days from the date of successful testing, commissioning and handing over of the entire installation duly certified by BYPL Engineer-in-Charge.

33.2. For Services of equipment/item:

Payment shall be made as under (CB wise):

i) 100% payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work completion certificate at our office. The work completion certificate shall be issued by Engineer-In-Charge by certifying that the work has been completed to full satisfaction.

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

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

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

33.5. Any liability arising out of disputes relating to tax rate, HSN classification, calculation, or payment of tax to the Government shall be borne accordingly.

33.6. Where supply of Goods is liable to GST under the Reverse Charge Mechanism (RCM), the applicable category of registration shall be clearly indicated, along with a declaration stating that "the liability of payment of GST is on the Recipient of Supply."

34. Performance Guarantee

34.1. To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Bidder shall submit PBG equivalent to 10% of the PO value (including GST) valid for a period of 24 months from the date of Commissioning or 30 months from the date of receipt, whichever is earlier plus 3 months claim period.

34.2. All Bank Guarantees shall be issued in favour of BSES Yamuna Power Ltd. and shall strictly conform to the format prescribed by BYPL.

34.3. Performance Guarantee Forfeiture: Each Performance Bank Guarantee furnished under Clause 34.1 shall contain a provision for automatic and unconditional forfeiture, without recourse, upon presentation by BYPL to the issuing bank along with a simple statement that there has been failure to comply with any term or condition of the Contract.

34.4. The Performance Bank Guarantee shall be liable for automatic and unconditional forfeiture, without recourse, if BYPL, at its sole discretion, determines non-compliance with any term or condition of the Contract.

34.5. Performance Guarantee Release: All Performance Bank Guarantees shall be released without interest within seven (7) days after expiry of the validity period specified under Clause 34.1, except in cases covered under Clause 34.4.

35. Defects Liability Period/ Warranty / Guarantee

- 35.1. The materials/items supplied shall be guaranteed against any defect or failure arising from faulty materials, workmanship, or design for the entire Defects Liability Period. The Defects Liability Period shall be 60 months from the date of commissioning or 66 months from the date of delivery at store(s)/site(s), whichever is earlier.
- 35.2. If, during the Defects Liability Period, any goods are found to be defective, they shall be promptly replaced or rectified at own cost, including dismantling and reinstallation, as directed by the Purchaser. Where removal from site is required, the goods shall be returned at own cost within the agreed timeline from receipt of intimation.
- 35.3. In case of emergencies, service personnel shall be deputed within forty-eight (48) hours, and adequate manpower and spares shall be ensured throughout the warranty period.
- 35.4. If, in the sole discretion of BYPL, the situation warrants emergency restoration, BYPL reserves the right to take immediate action to identify the fault and restore the system using available resources, materials, or through any third-party agency, under due intimation. All associated costs of replacement, substitution, shipping, labour, taxes, levies, and other related expenses, along with 15% of the expenses as administrative overheads, shall be borne accordingly. BYPL may recover such costs by charging the same, setting off against any amounts payable, or deducting from the Performance Bank Guarantee (PBG). The recoverable amount shall be paid within thirty (30) days of intimation.
- 35.5. Fault root cause analysis shall be conducted jointly by BYPL's CES, O&M, OET, OEM teams, and concerned representatives. In cases where faults are attributable to reasons other than defective material, design, or workmanship, further liability or cost shall not arise.

36. Support beyond the Guarantee Period

- 36.1. Availability of spare parts and necessary technical support shall be ensured for a minimum period of ten (10) years after completion of the equipment guarantee period under the Contract. At least twelve (12) months' prior notice shall be given to BYPL before declaration of End of Life (EOL) support for the supplied product or technology.

37. Return, Replacement or Substitution

- 37.1. BYPL shall promptly notify upon identification of any defective commodity. At its sole discretion, BYPL may return such defective commodities for replacement at no cost to BYPL or reject the commodities and procure the same or similar items from a third party. In the event of third-party procurement, proof of the replacement purchase cost shall be provided.
- 37.2. All costs associated with replacement, substitution, shipping, labour, and other related expenses incurred in connection with return, replacement, or third-party procurement of the commodity shall be borne accordingly. BYPL reserves the right to deduct such costs from any payments due or recover the same from the Performance Bank Guarantee.
- 37.3. Where the cost of the substitute commodity exceeds the quoted price, the differential amount shall be reimbursed to BYPL.
- 37.4. At BYPL's sole discretion, materials or goods rejected and not collected within forty-five (45) days from the date of rejection notification may be disposed of by BYPL at the associated risk and cost.

38. Effective Date of Commencement of Contract

GENERAL CONDITIONS OF CONTRACT (GCC) NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 16 of 34	Bidders seal & Signature
--	-----------------------------	--------------------------

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

39. Time - The Essence of Contract

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

40. Delivery Completion Timelines

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

41. Extension of Time and Time Overrun

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

42. Liquidated Damages

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

42.2. The total penalty for delay under the Contract shall be subject to a maximum of ten percent (10%) of the basic (ex-works) price of the total undelivered units.

42.3. The Purchaser may, without prejudice to any other method of recovery, deduct such damages from any amount due or becoming due, recover the same from the Performance Bank Guarantee, or initiate appropriate claims.

42.4. Where penalty is levied in accordance with the Order terms and conditions, BYPL shall raise an invoice for the penalty amount along with applicable GST. After adjustment of the penalty invoice amount, the net payment shall be released accordingly.

43. Recoveries

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

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

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

45. Transfer and Subcontracting

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

46. Intellectual Property Rights and Royalties

- 46.1. Indemnity shall be provided to the Purchaser and the Purchaser's Representative against all claims and proceedings arising from infringement or alleged infringement of any patent rights, registered designs, copyright, trademarks, trade names, know-how, or other intellectual property rights (collectively referred to as "Intellectual Property Rights") in relation to the Works, equipment, machinery, methods, plant, materials, or any item required for execution of the Works. In the event of infringement, the infringing item shall, at own cost, be rectified, modified, or replaced so that the infringement ceases, or necessary rights/licences shall be procured from the concerned third party.
- 46.2. Prompt notice shall be given of any such claim. At own cost, negotiations for settlement and any litigation or arbitration arising therefrom shall be undertaken. The Purchaser or the Purchaser's Representative shall not make any admission prejudicial to such defence unless there is failure to assume conduct of negotiations, litigation, or arbitration within a reasonable time after request. In the event of inaction, the Purchaser shall have full liberty to deduct the claimed amount from any sums due under this or any other contract, and any remaining balance shall be treated as a debt recoverable.
- 46.3. Intellectual Property Rights in any plant, materials, drawings, designs, plans, documents, specifications, data, know-how, charts, or information provided by the Purchaser shall remain the sole property of the Purchaser. Usage rights shall be limited strictly to execution of the Works.
- 46.4. Intellectual Property Rights in any plant, materials, drawings, designs, plans, calculations, documents, know-how, or information proprietary in nature ("Proprietary IPR") shall continue to vest with the respective owner and/or third-party licensors. A worldwide, perpetual, royalty-free, non-exclusive licence (including the right to sub-license) shall be granted and/or procured, at own cost, in favour of the Purchaser for use, operation, maintenance, and repair of the Works.
- 46.5. If any patent, trademark, trade name, registered design, or software is specifically developed for execution of the Works, all Intellectual Property Rights therein shall vest absolutely with the Purchaser and shall not be utilized or retained for any other purpose without prior written consent of the Purchaser.
- 46.6. Where proprietary software (customized or off-the-shelf) is used for storing or utilizing records relating to the Works, a worldwide, perpetual, royalty-free licence or sublicense (including the right to sub-license) shall be obtained at own expense in favour of the Purchaser. Such licence may restrict usage to purposes connected with design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair, and operation of the Works or any part thereof.
- 46.7. Where software used in execution of the Works is subject to pre-existing rights held by any party, a worldwide, perpetual, royalty-free licence shall be obtained in favour of the Purchaser for the right to use and apply such software, including any modifications, improvements, or developments thereof.

47. Vendor Code of Conduct

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

48. Limitation of Liability

- 48.1. Except in cases of willful misconduct, fraud, or gross negligence, neither Party shall be liable to the other for loss of use of any works, loss of profit, loss of contracts, or any other indirect or consequential damages arising out of or in connection with the Contract. The total liability under this Contract shall not exceed the Contract Value.
- 48.2. Notwithstanding the above, the limitation of liability shall not apply in the following cases:
- 48.2.1. Fraud, willful misconduct, or unlawful acts
 - 48.2.2. Acts or omissions that violating fundamental rules of diligence expected under similar circumstances
 - 48.2.3. Intellectual property infringement
 - 48.2.4. Breach of confidentiality or data security obligations
 - 48.2.5. Tax and statutory dues liabilities
 - 48.2.6. Recovery of liquidated damages
 - 48.2.7. Third-party death or personal injury

49. Liability of Suppliers/Contractors

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

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

50. Indemnification

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

51. Events of Default

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

52. Consequences of Default

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

52.2.3. Recover from the Supplier any losses, damages, or additional expenses incurred as a result of the Supplier's default.

53. Force Majeure

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

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

53.1.2. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

53.1.3. Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract.

53.1.4. Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken to comply with the above clause.

53.2. Specific Events of Force Majeure

53.2.1. Subject to the provisions of above clause, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

53.2.1.1. Natural elements or other acts of God, such as storms, floods, earthquakes, lightning, cyclones, landslides, or other natural disasters.

53.2.1.2. Explosions or fires.

53.2.1.3. Epidemics, pandemics, or plagues.

53.2.1.4. Declared war by the Government of India.

53.2.1.5. Dangers of navigation or perils of the sea.

53.2.1.6. Cyber security incidents impacting grid operations.

53.2.1.7. Pandemic-related lockdowns.

53.2.1.8. Climate change events beyond traditional natural disasters.

53.2.1.9. Embargoes.

53.2.1.10. Supply chain or industrial disturbances beyond reasonable control.

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

53.3. Notice of Events of Force Majeure

53.3.1. If a force majeure event prevents a party from performing any obligations under the Contract in part or in full that party shall:

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

53.3.1.2. Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.

53.3.1.3. Use all reasonable efforts to resume full performance of the obligation as soon as practicable

53.3.1.4. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.

53.3.1.5. Provide prompt notice of the resumption of full performance or obligation to the other party.

53.4. Mitigation of Events of Force Majeure

53.4.1. Each Party shall:

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

53.5. Burden of Proof

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

53.6. Termination for Certain Events of Force Majeure

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

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

- 53.6.2.1. Supplier fails to complete the execution of works within the approved schedule of works, terms and conditions.
- 53.6.2.2. In case the Supplier commits any Act of Insolvency, or is adjudged insolvent
- 53.6.2.3. Has abandoned the contract
- 53.6.2.4. Has failed to commence work or has suspended the progress of works
- 53.6.2.5. Has failed to proceed with the works with due diligence and failed to make such due progress

53.7. Limitation of Force Majeure event

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

53.8. Extension of Contract Period due to Force Majeure event

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

53.9. Effect of Events of Force Majeure

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

54. Suspension or Extension

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

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

55. Severability

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

56. Waiver of Rights

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

57. Patent Rights and Royalty

57.1. In the event that the Supplier, during the course of performing its obligations under this GCC, acquires, invents, or develops any proprietary knowledge, information, process, or invention which qualifies, or may qualify, as a trademark, copyright, patent, trade secret, geographical indication, or any other intellectual property right, the Supplier shall promptly disclose such creation to BYPL. All title, interest, and rights to such intellectual property shall vest exclusively in BYPL, and the Supplier shall execute all documents necessary to ensure BYPL's sole ownership without delay.

57.2. The Supplier warrants that, in performing its obligations, no intellectual property rights of any third party shall be infringed, whether by violation of statute, passing off, or otherwise. The Supplier shall bear sole responsibility for any infringement claims, and shall fully indemnify and hold BYPL harmless from and against any and all losses, damages, liabilities, costs, or expenses (including reasonable legal fees) incurred as a result of any such infringement. Any compensation, damages, or expenses paid by BYPL to third parties in connection with such infringement shall be recoverable in full from the Supplier.

58. Confidentiality/Secrecy

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

59. Progress Reports of Work Execution and Information

- 59.1. Throughout the manufacturing and dispatch stages of the Items/Equipment under this Contract, periodic progress reports shall be submitted at own cost, as reasonably required by the Purchaser. Such reports shall include relevant supporting documents such as production schedules, inspection status, test certificates, photographs of critical manufacturing stages, and dispatch details. The format, content, and number of copies of such reports shall be as specified by the Purchaser.
- 59.2. Quantitative progress reports shall be aligned with the agreed delivery schedule and shall provide sufficient detail to enable the Purchaser to assess manufacturing progress, plan inspections/witness dates, and review dispatch forecasts, including status of key bought-out components, wherever applicable. Review meetings may be convened within seven (7) days of report submission, or at other times as reasonably required by the Purchaser, to discuss progress.
- 59.3. Weekly or periodic progress reports (as applicable) shall include, but not be limited to:
- 59.3.1. Executive summary of manufacturing and supply status.
- 59.3.2. Description of manufacturing activities completed during the reporting period and materials/components procured.
- 59.3.3. Photographs of critical stages of manufacture and testing, as and when required by the Purchaser, clearly indicating date, description, and stage of manufacture.
- 59.3.4. Updated delivery schedule showing percentage completion against milestones, planned inspection dates, and dispatch targets for the subsequent period.
- 59.3.5. Identification of any anticipated delays or constraints that may impact manufacturing or delivery schedules.

59.3.6. Any other information or supporting documentation reasonably required to verify timely manufacture, inspection, testing, and delivery in accordance with the Contract.

59.4. The Purchaser shall specify the number of copies (hard/soft) of progress reports to be submitted and, where relevant, the communication matrix indicating recipients. The format of monthly progress reports shall also be communicated by the Purchaser.

59.5. In addition to the above, all reports, records, and information as may be requested shall be furnished promptly in the format and frequency prescribed. The Purchaser reserves the right to revise reporting requirements, and compliance with such revised obligations shall be ensured.

60. Dispute Resolution & Arbitration

60.1. The Parties shall make all reasonable efforts to resolve amicably, through mutual discussions, any disputes or differences arising out of or in connection with this Contract. In the event that such disputes remain unresolved for thirty (30) days from the date either Party notifies the other in writing of the dispute, either Party may refer the matter to arbitration.

60.2. Arbitration shall be conducted by a tribunal comprising two arbitrators - one to be appointed by each Party. The two arbitrators thus appointed shall mutually select a third individual to act as the presiding arbitrator prior to entering upon reference, if and when required. The arbitration proceedings shall be undertaken in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and its 2015 and 2019 amendments. The seat and venue of arbitration shall be New Delhi, India. The language of all proceedings, documents, and communications shall be English. The arbitral process shall be completed within a maximum period of three (3) months from constitution of the arbitral tribunal.

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

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

61. Termination for convenience of Purchaser

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

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

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

62. Commissioning & Acceptance Test

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

63. Work Completion Certification, Handing Over

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

64. Safety Code

- 64.1. The Contractor shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workman as well as other workers at site and premises. The contractor shall not deploy any worker below the age of 18 years.
- 64.2. Safety-related requirements as mentioned in our safety Manual put on the Company's website which can be accessed at <https://www.bsesdelhi.com>.
- 64.3. All contractors shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.
- 64.4. The contractor shall observe the safety requirements as laid down in the safety manual/contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.
- 64.5. The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 64.6. The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 64.7. In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, the extent of property damage and remedial action is taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

65. Statutory Obligations

- 65.1. The Contractor shall take all steps as may be necessary to comply with various Acts, Rules, including but not limited to The Child Labour (Prohibition & Regulation) Act, 1986, The Contract Labour (Regulation & Abolition) Act, 1970. The Employees Pension Scheme, The

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

- a) An Electrical license.
- b) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) Sales Tax registration number, if applicable.
- f) PAN No.
- g) Work Contract Tax Registration Number/ VAT Registration.
- h) Labour License under Contract Labour Act (R & A) Act 1970. (Bidder responsible for execution of the job should obtain a copy of Labour License before start of the work by the contractor.)
- i) Delhi Building and Other Construction Worker (Regulation of Employment and Conditions of Services) Rules, 2002(B.O.C.W.)
- j) The Contractor must follow:
 - a) Third party Insurance Policy before start of work.
 - b) To follow Minimum Wages Act prevailing in the state.
 - c) The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
 - d) To maintain Wage- cum - Attendance Register.
 - e) To maintain First Aid Box at Site.
 - f) Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts. (Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.)
 - g) Workman Compensation Policy. {If applicable}.
 - h) Labour license before start of work. {If applicable}.

66. Workman Compensation

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

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

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

67. Staff And Workman

(I) It shall be responsibility of contractor:

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

(b) To obtain workman insurance cover against deployment of workers etc.

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

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

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

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of Minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non- Compliance of the statutory requirements. The company would take necessary action at the risk and cost of the Contractor.

(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day-to-day management of the site and supervision of the works shall be the responsibility of your Engineer - In charge, he will report to the our Engineer in charge to assist him to discharge the overall responsibility of the execution of the project.

68. Third Party Insurance

68.1. Before commencing the execution of the work the Bidder shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the

company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at Bidder's own cost.

69. Environmental, Health & Safety Plan

69.1. Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
- b) Comply with the procedures provided in the interests of Environment, Health and Safety.
- c) Ensure that all of their employees designated to work are properly trained and competent.
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions.
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction before the commencement of work.
- f) Provide details of any hazardous substances to be brought onsite.
- g) Ensure that a responsible person accompanies any of their visitors to site.

All contractor's staff are accountable for the following:

1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed.
2. Keep tools in good condition.
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
4. Develop a concern for safety for themselves and for others.
5. Prohibit horseplay.
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

70. Test Certificate & Quality Assurance

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

71. Measures Related To the Tree Pruning, Excavation near Tree and Construction & Demolition

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

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

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

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

- 1) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
- 2) While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.

If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

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

- 1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- 2) Installation of Anti Smog Gun(s) (for >20,000 m2 built up area).
- 3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- 4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
- 5) All vehicles carrying construction material and construction debris should be fully covered and protected.
- 6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- 7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
- 8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
- 9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.

- 10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m² built up area).
- 11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- 12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- 13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- 14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
- 15) Ensure the compliance of all dust control measure.

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

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

72. Construction & Demolition (C&D) Waste Management

- 72.1. The Contractor shall comply with the provisions of the Environment (Construction and Demolition) Waste Management Rules, 2025, as amended from time to time, and all applicable orders, guidelines, circulars and directions issued by MoEF&CC, CPCB, DPCC/SPCB, Urban Local Bodies, Development Authorities and other statutory authorities during the currency of the contract.
- 72.2. This clause shall be applicable to all activities covered under the contract including construction, dismantling, demolition, excavation, trenching, cable laying, pole foundation works, substation civil works, road cutting/restoration, renovation, repair, reconstruction and all other allied civil and utility works executed under the contract.
- 72.3. The contractor shall be solely responsible for:
 - a) Collection, segregation, storage, transportation, recycling, reuse, and scientific disposal of all construction and demolition waste generated during execution of the work.
 - b) Ensuring that no C&D waste/debris is dumped on roads, drains, vacant land, public places, or unauthorized locations.
 - c) Disposal of waste only at authorized collection centres, recycling plants, or designated disposal facilities approved by the concerned local authority/municipal body.
 - d) Compliance with all statutory requirements related to dust mitigation, transportation, environmental protection, and waste tracking/documentation.

- e) Obtaining necessary permissions/approvals, maintaining disposal records/receipts, and producing the same to the Employer/Engineer-in-Charge whenever required.

72.4. The Contractor shall maximize the use of recycled C&D products/materials, wherever technically feasible and approved by the Engineer-in-Charge, in line with the provisions of the C&D Waste Management Rules, 2025 and Government directions issued from time to time. Such usage may include non-structural and allied applications such as backfilling, road restoration, paving blocks, kerbs, sub-base materials, bedding and similar works.

72.5. The Contractor shall maintain complete records regarding:

- a) quantity of C&D waste generated;
- b) transportation and disposal details;
- c) weighbridge slips/challans;
- d) recycling/disposal certificates;
- e) invoices and proof of procurement/use of recycled C&D materials;
- f) reconciliation statements for waste generated and disposed/recycled.

72.6. The above records/documents shall be submitted along with each Running Account (RA) Bill and Final Bill. The Employer reserves the right to withhold payment in the absence of satisfactory documentary proof regarding disposal/recycling/utilization of C&D waste and recycled products.

72.7. The Contractor shall comply with all dust mitigation, environmental protection and safety requirements during handling, transportation and disposal of C&D waste and shall ensure that no public nuisance or environmental hazard is caused during execution of the work.

72.8. Any environmental compensation, penalty, damages, prosecution, cost or liability imposed by any statutory authority due to non-compliance of C&D Waste Management Rules or improper disposal/handling of waste shall be borne solely by the Contractor. The same shall be recoverable from the Contractor's pending bills/security deposit/other dues without prejudice to any other contractual or legal remedy available to the Employer.

72.9. The Contractor shall comply with all instructions issued by the Employer/Engineer-in-Charge from time to time regarding implementation, monitoring and reporting of C&D waste management requirements under this contract.

73. Entire Agreement & Amendment

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

74. Notice & Communication

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

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

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

75. Acceptance

- 75.1. The Supplier hereby acknowledges and confirms review of BYPL's Policy on legal and ethical standards for Suppliers, as set forth in the "Vendor/Supplier Code of Conduct" displayed on BYPL's official website (www.bsesdelhi.com). The Supplier agrees that the Supplier Code of Conduct shall form an integral part of the Contract, Purchase Order (PO), or Work Order (WO). The Supplier undertakes to fully comply with the Vendor/Supplier Code of Conduct, and acknowledges that any violation shall constitute a breach of the Contract/PO/WO. In the event of such breach, whether or not it causes any actual loss or damage, BYPL reserves the right to recover any loss or damage from the Supplier. The Supplier shall indemnify and hold harmless BYPL against any claims, litigation, or other consequences arising out of any breach or violation of the Supplier Code of Conduct by the Supplier, its officers, agents, or representatives.
- 75.2. Acceptance of the Contract includes acceptance of all terms and conditions referenced therein, including technical specifications, drawings, general conditions, detailed scope of supply/work, and any equipment drawings provided to the Supplier.
- 75.3. The contractual obligations of BYPL and the Supplier are strictly limited to the terms and conditions set forth in the Contract. No amendment, modification, or alteration to the Contract shall be valid unless made in writing and signed by authorized representatives of both Parties.
- 75.4. All services and supplies under this Contract are expected to be fully aligned with BYPL's Vision, Mission, and Values. These can be reviewed at <https://www.bsesdelhi.com/web/bypl/about-bses>.

QUANTITY AND DELIVERY REQUIREMENTS

Sl. No.	BYPL SAP Code	Item Description	Specification	Total Qty.	Tentative Delivery Schedule	Destination
1	-	TURNKEY PACKAGE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF 11 kV SINGLE PHASE POLE MOUNTED CIRCUIT BREAKER FOR HVDS NETWORK	BYPL-SOW-26-27-1- PMCB-R0 & SP-SPCB-209-R1	LS (As per SOW)	Project to be completed within 06 Months from the LOI/PO date.	BYPL Stores/Sites Delhi

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 II

ANNEXURE – 2.01

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

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

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

APPENDIX II NIT NO: CMC/BY/26-27/RS/SKS/SV/7 [RFx Number: 2200000208]	Page 1 of 7	Bidders seal & Signature
---	---------------------------	--------------------------

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.....

BYPL BANK DETAILS WITH IFSC CODE:

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

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

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

Ref. Purchase Order No. :

Dear Sir,

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

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

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

Supplier Name & Signature

GST UNDERTAKING

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

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

SUMMARY OF COMMERCIAL TERMS AND CONDITIONS

SL NO	PARTICULARS	CLAUSE AS PER TENDER	BIDDER'S CONFIRMATION
1	Validity of Bid	120 days from the date of submission of the bid.	
3	Price Basis	"Firm" , FOR Delhi store(s)/site(s) basis. Prices shall be inclusive of all taxes & duties, freight up to Delhi store(s)/site(s).	
4	Unloading	Unloading at stores/sites shall be in the Seller's scope.	
5	Transit Insurance	Transit insurance shall be in the vendor's scope.	
6	Payment Terms	Supply: Part 1) 90% of the basic value with 100% taxes and duties shall be paid in 45 days from the date of receipt and acceptance of GOODS at the store(s)/site(s) against submission of documents. Part 2) Balance of 10% of basic value shall be paid in 30 days from the date of successful testing, commissioning and handing over duly certified by BYPL Engineer-in-Charge. Services: 100% payment shall be due after 45 days of submission of your bills, from the date of successful testing, commissioning and handing over of the entire installation along with work completion certificate at our office.	
7	Project Schedule	- Vendor shall submit Transmittal Approval Documents (GTP/Drawings/QAP/etc.) within 10 days from the LOI/PO to the concerned BYPL officials. - BYPL shall review and either approve or provide comments on the submitted documents within 7 days of the initial submission. - If resubmission is required, vendor shall complete the resubmission within 5 days from the receipt of the comments. - For subsequent resubmissions, BYPL shall respond within 5 days. - Repeated rejections due to non-compliance is not desirable. - Project to be completed within 06 months from the LOI/PO date or completion as per the schedule provided by BYPL.	
8	Defect Liability Period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier.	
9	Liquidated Damages	1% (One) of the basic value (ex-works value) of undelivered units per week of delay or part thereof, subject to maximum of 10% (Ten) of the total basic value (ex-works value) of undelivered units.	
10	Performance Bank Guarantee	To be submitted within twenty-eight (28) days from the date of issuance of the Letter of Intent/Award/PO. Vendor shall submit PBG on Purchase Order (PO) basis equivalent to 10% of the PO value (including GST) valid for a period of 30 months from the date of last receipts at site/stores plus 3 months claim period.	
11	Reverse Auction	Acceptance for participation in Reverse Auction event.	

Seal of the Bidder:

Signature:

Name:

VOLUME – II

FINANCIAL BID (PRICE FORMAT)

SUMMARY SITC

ALL PRICES IN INR (₹)

Package Name	Total Supply Prices (A)	Total Installation, Testing and Commissioning Prices (B)	Total Package Cost (C=A+B)
Turnkey Package for Supply, Installation, Testing & Commissioning (SITC) Of 11 kV Single Phase Pole Mounted Circuit Breaker For HVDS Network			
In words			

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

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

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

Date:

Bidders Name:

Place:

Bidders Address:

Signature:

Designation:

Printed Name:

Common Seal:

PRICE FORMAT – SUPPLY (Kindly refer detailed package-wise SCOPE OF SUPPLY attached as Volume II for Indicative Description of Goods/BOM, BOQ)

S. No.	DESCRIPTION OF GOODS	HSN	UoM	QTY (A)	UNIT BASIC PRICE OF EQUIPMENT INCL FREIGHT (₹) (B)	UNIT GST & CESS AS APPLICABLE (CGST & SGST/UTGST or IGST) (₹) (C)		UNIT LANDED COST (All Inclusive) (₹) (D = B+C)	TOTAL LANDED VALUE (₹) (E = AXD)
						%	AMT		
1	Single Phase Breaker		Nos	45					
2	Potential Transformer		Nos	45					
3	Surge Arrestors		Nos	45					
4	Termination Boots / Insulated Covers		Nos	180					
5	Protection & Control Unit		Nos	45					
6	Pole Mounting hardware including angle, channel, Nut Bolts etc		Lot	45					
7	Wires, Control Cable & accessories (cable dressing duct pipe, terminations, support ties, clamps etc.)		Lot	45					
8	Earth Strip of 25 x 6 mm		Lot	01					
9	HDPE Pipe		Lot	01					
TOTAL LANDED VALUE (₹)									
In words									

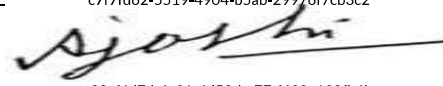
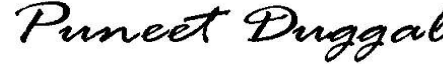
PRICE FORMAT – SERVICES (Kindly refer detailed SCOPE OF WORK attached as Volume II for Indicative Description of Services/BOM, BOQ)

ITEM DESCRIPTION/ WORK	SAC	UoM	QTY (A)	UNIT RATE (B)	UNIT GST AS APPLICABLE (C)	UNIT LANDED RATE (All Inclusive) (₹) (D = B+C)	TOTAL LANDED COST (₹) (E = DXA)
Installation, Testing, & Commissioning of complete Sectionalizer along with all items specified in "Scope of Supply"		Lot	45				
All equipment/ units/ metallic parts/ support structure shall be earthed using two no's 25X6 Sqmm GI earth strips.		Lot	45				
TOTAL LANDED VALUE (₹) (B)							
In words							

VOLUME – III
**SCOPE OF SITC AND TECHNICAL
SPECIFICATIONS**

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

Scope of Supply, Installation, Testing & Commissioning
(SITC) For
11 kV Single Phase Pole Mounted
Circuit Breaker for HVDS Network

Revision		0
Date		April 24, 2026
Prepared by	N Gudla	 c7f7fd62-5519-4904-b5ab-29976f7cb3c2
Reviewed by	Ashish Joshi	 28cf4d7d-6c91-4d53-be77-f490e198fb6b
	Puneet Duggal	 404db803-a91f-4234-85f0-0b2b5098ec32
Approved by	Amit Tomar	 b2c7d933-0e0d-443d-b16b-dd0801d245a2

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**INDEX**

1. INTENT	3
2. BIDDER'S SCOPE	3
3. DESIGN & ENGINEERING	3
4. CODES AND STANDARDS	3
5. SERVICE CONDITIONS	4
6. SYSTEM PARAMETERS	4
7. SCOPE OF SUPPLY	5
8. SCOPE OF WORK	6
9. REFERENCE LAYOUT	7
10. SCOPE DEMARCATION	7
11. DOCUMENTATION	8
12. APPROVED MAKE LIST	11

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**1. INTENT**

- 1.1 This document defines the Scope for SITC of “Single Phase Circuit Breaker for HVDS Network”.
- 1.2 This document shall be read in conjunction with all technical documents enclosed in tender. In event of any contradiction between tender documents, the most stringent one shall govern.

2. BIDDER’S SCOPE

- 2.1 Bidder’s Scope includes design, engineering, manufacture, shop testing, inspection, packing, dispatch, supply, loading, unloading, storage at site, civil works, assembly, erection, complete pre-commissioning checks, testing, integration with SCADA & commissioning at site and handing over of complete system covered under scope of this document to BSES Yamuna Power Ltd.
- 2.2 Any supply/work details not explicitly mentioned in this scope but mandatory for successful commercial operation of the substation shall be deemed to be included in bidder’s scope.
- 2.3 Bidder shall depute its representative at site to assess the condition of existing infrastructure in detail prior to submission of bid.

3. DESIGN & ENGINEERING

Detailed design and engineering of complete project as per tender requirements shall be in bidder’s scope.

4. CODES AND STANDARDS

- 4.1 The bidder shall comply with latest Indian/International standard and CEA regulations.
- 4.2 Refer respective equipment specification for applicable standards.

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**5. SERVICE CONDITIONS**

5.1	Average grade atmosphere	Heavily polluted, Dry
5.2	Maximum altitude above sea level	1000M
5.3	Ambient air temperature	Highest 50Deg C,Average 40Deg C
5.4	Minimum ambient air temperature	0 Deg C
5.5	Relative Humidity	100%
5.6	Rainfall	750mm concentrated in four months
5.7	Seismic Condition	Zone IV
5.8	Max. Relative Humidity	100%

6. SYSTEM PARAMETERS

6.1	Nominal Voltage	11 kV
6.2	Rated voltage	12 kV
6.3	Power Frequency withstand voltage	28 kV rms
6.4	Basic Insulation Level	75KVp
6.5	Rated Frequency	50Hz ±5%
6.6	System Neutral Earthing	Solidly Grounded

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

7. SCOPE OF SUPPLY

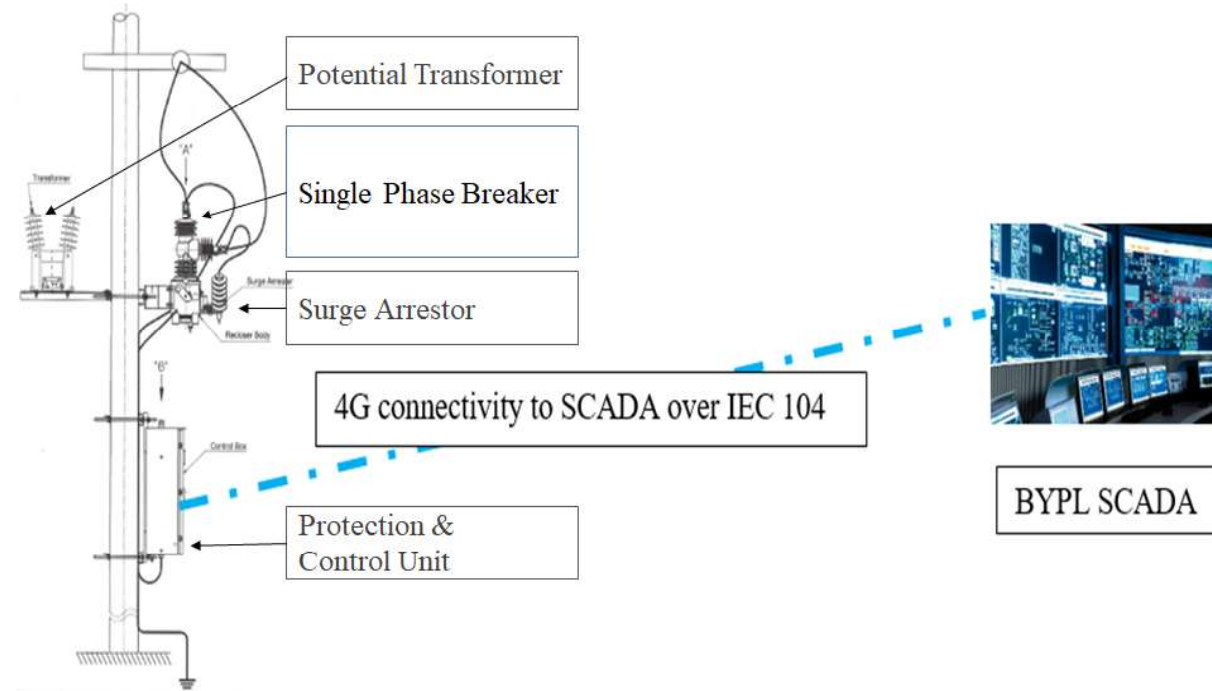
SL.	Items	UoM	Qty	Remarks
7.1	Single Phase Breaker	Nos	45	
7.2	Potential Transformer	Nos	45	
7.3	Surge Arrestors	Nos	45	
7.4	Termination Boots / Insulated Covers	Nos	180	All live portions should be covered with insulating boots/ covers including following: a. For potential Transformer- 01 Nos b. For surge Arresters- 01 Nos c. For breaker- 2 No's
7.5	Protection & Control Unit	Nos	45	
7.6	Pole Mounting hardware including angle, channel, Nut Bolts etc	Lot	45	All pole mounting hardware & accessories required for mounting of complete solution shall be in the scope of supply
7.7	Wires, Control Cable & accessories (cable dressing duct pipe, terminations, support ties, clamps etc.)	Lot	45	All interconnecting cables—including those from the breaker and PT to the Protection & Control Unit, as well as internal wiring within control units—along with associated accessories such as duct pipes, terminations, clamps, etc., shall be supplied with the unit.
7.8	Earth Strip of 25 x 6 mm	Lot	45	
7.9	HDPE Pipe	Lot	45	a) For laying of HDG Earth strip adjacent to the Pole b) To carry wirings/ cables from control panel enclosure & breaker

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

8. SCOPE OF WORK

Broad scope of work is specified below. Refer respective equipment/work specifications for detailed scope of work.

SL.	Items	Unit	Qty	Remarks
8.1	Installation, Testing, & Commissioning of complete Breaker along with all items specified in "Scope of Supply" and its integration with SCADA.	Lot	45	a. Connection of LV compartment with potential transformer, current transformer and breaker unit b. All the control wiring auxiliary supply wiring shall be routed through HDPE Pipe. c. Connection of breaker unit, potential transformers, surge arrestors with HVDS line using suitable cable jumpers. Cable jumpers shall be provided by BYPL free of cost. d. All connection points shall be protected by using 11kV boots. e. Proper termination of all cables. f. Complete Cable dressing (all cables / wiring g. Control cables between Circuit Breaker to Control cabinet (LV compartment) - Shall be laid in HDPE pipe. HDPE Pipe shall be clamped on Pole at minimum three points for stable & secured connection
8.2	All equipment/ units/ metallic parts/ support structure shall be earthed using two no's 25X6 Sqmm GI earth strips.	Lot	45	a. Each breaker unit shall be earth using 2 runs of 25 x 6 mm HDG earth strips b. Earth strips shall be routed through HDPE pipes.

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker
9. REFERENCE LAYOUT

10. SCOPE DEMARCATION

SL.	Head	BYPL Scope	Bidder Scope	Remarks
10.1	Supply, installation, Testing and commissioning	x	✓	As per Specs & Standards
10.2	Drawing Submissions	x	✓	NA
10.3	Engineering Approvals	✓	x	NA
10.4	Routine and Acceptance testing at manufacturer's work	x	✓	NA
10.5	Transportation of Material (Manufacturer's work to BYPL store to Site)	x	✓	
10.6	Request to issue 'Permit to Work' from BYPL authority	x	✓	Permit should be applied to Engineer In-charge prior to work through proper procedure
10.7	Permit to work issuance	✓	x	NA

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

SL.	Head	BYPL Scope	Bidder Scope	Remarks
10.8	Safety of Manpower (Engineers, Supervisors etc) and Security of Material, till Handing-over to BYPL.	x	✓	NA
10.9	Tools & Tackles related to Job	x	✓	NA
10.10	Cleanliness around work premises	x	✓	NA
10.11	Any other supply item or scope of work missing in given sheet to complete commissioning	x	✓	NA
10.12	Integration of Unit with BYPL SCADA System	x	✓	Bidder has to work with BYPL team or its authorized software system provider
10.13	Training to BYPL Personnel	x	✓	One day Class room training and two days in-field O&M training

11. DOCUMENTATION

Document/Drawing submission shall be as per the matrix given below:

- All documents/drawings shall be provided in soft copy only.
- Language of the documents shall be English only.
- Incomplete submission shall be liable for rejection.
- Document check sheet compliance shall be the first sheet for each submission stage i.e. Technical bid, Drawing Approval, Pre Dispatch, Pre closure.
- No submission is acceptable without check list compliance.
- Order of documents shall be strictly as per the check list.
- Any drawing not included in the below table but necessary for detailed engineering shall be deemed to be included in bidder's scope.

SL.	Description	Technical Bid	Drawing Approval	Pre-Dispatch	Pre-Closure
11.1	Tender No.	Required			
11.2	Communication Details				
11.2.1	Name of the Bidder	Required			

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

SL.	Description	Technical Bid	Drawing Approval	Pre-Dispatch	Pre-Closure
11.2.2	Name of Authorized contact person	Required			
11.2.3	Contact No. of Authorized contact person	Required			
11.2.4	E-mail id of Authorized contact person	Required			
11.3	Document Submission Format				
11.3.1	Index of documents with page numbers for each document	Required			
11.3.2	Separator with document description shall be provided before each document	Required			
11.4	Qualifying Requirement Compliance				
11.4.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required			
11.4.2	Detailed Documents supporting compliance of qualifying criteria	Required			
11.5	Drawings/ Documents as per Technical Specification				
11.5.1	Signed copy of technical specification	Required			
11.5.2	Type Test reports of offered model/ type/ rating	Required	Required		
11.5.3	Deviation Sheet	Required	Required		
11.5.4	Detailed Drawings	Required	Required		
11.5.5	Other documents mentioned in technical specification	Required	Required		
11.5.6	Design Calculation		Required		
11.5.7	Manufacturer's Quality Assurance Plan		Required		

Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker

SL.	Description	Technical Bid	Drawing Approval	Pre-Dispatch	Pre-Closure
11.5.8	GTP		Required		
11.5.9	Inspection Reports			Required	
11.5.10	As manufacturing Drawings			Required	
11.5.11	Operation and Maintenance Manual			Required	
11.5.12	As built Drawings				Required
11.6	Soft Copy of complete documentation as mentioned above	Required	Required	Required	Required

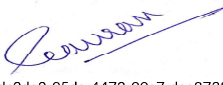
Scope of SITC for 11 kV 1Ø Pole Mounted Circuit Breaker**12. APPROVED MAKE LIST**

Following table contains Approved Make List. Although, any make other than specified in table shall be subject to BSES Yamuna Power Limited Approval.

SL.	Equipment	MAKE
12.1	Breaker Relay	Schneider/ Siemens/ GE/ Entec
12.2	Terminal Block- Screw Driver Operated, Stud Type	Elmex/ Connectwell
12.3	MCB	ABB/ Schneider/ C&S/Havells
12.4	11kV boots	Raychem/ 3M/ KD Joshi/ Gala
12.5	FRTU	Pheonix/ Ashida/ Siemens/ ABB/ Schneider
12.6	4G Modem	Niseva/ Lantronix/ Pheonix
12.7	Battery	Exide/ Amaron/ HBL
12.8	Battery Charger	Gogate/ Micropower/ Allen
12.9	Surge Arrestor	Raychem/ Oblum/ Lamco
12.9	MFM	Secure/ Rishabh/ Schneider

Technical Specification
For
11 kV Single Phase Pole Mounted
Circuit Breaker

Specification No. – SP-SPCB-209-R1

Rev:		R1
Date:		03/07/2025
Prepared by	Ashish Joshi	 28cf4d7d-6c91-4d53-be77-f490e198fb6b
Reviewed by	Puneet Duggal	 404db803-a91f-4234-85f0-0b2b5098ec32
Approved by	Gaurav Sharma	 23dc2de2-95de-4472-99a7-dea873f472b6

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**INDEX**

Record of Revision:	2
1. SCOPE	4
2. STANDARDS & CODES	4
3. SERVICE CONDITIONS	4
4. DESIGN FEATURES	5
5. QUALITY ASSURANCE PLAN, INSPECTION AND TESTING	10
6. DEVIATIONS	11
7. DOCUMENT SUBMISSION MATRIX	11
Annexure A- FRTU	14
Annexure B - Specification of 4G Ethernet Modem for FRTU	23



SP-SPCB-209-R0

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**Record of Revision:**

Revision No	Revision Date	Item / clause no.	Nature of Change	Approved By
R1	05/05/2025	4.4.2	Cyber security requirement added	GS
R1	05/05/2025	4.5.6	Dimension of control panel enclosure added	GS
R1	05/05/2025	4.6.7	Requirement of battery charger added	GS
R1	05/05/2025	4.5.2	Protection Relay (Dual Powered - self power + Battery Power)	GS

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**1. SCOPE**

This specification covers the Design, Manufacturing, testing at manufacturer's work, Packing, Supply, unloading at site/store, Installation, Testing & Commissioning of 11kV Pole mounted Single phase circuit breaker complete with mounting structures & all associated accessories.

2. STANDARDS & CODES

Materials, equipment and method used in the manufacturing of Circuit Breaker unit shall conform to the latest edition of following standards:

STANDARD CODE	STANDARD DESCRIPTION
IEC 62271-100	High-Voltage Switchgear and Control-gear Alternating-Current Circuit Breakers
Latest Edition	CEA Regulations
Latest Edition	Indian Electricity Act
Latest Edition	CBIP Manuals

3. SERVICE CONDITIONS

Pole mounted single phase circuit breaker units shall be suitable for satisfactory operation under the following conditions-

S No.	PARAMETERS	CONDITION
3.1.	Average grade atmosphere	Heavily polluted, Dry
3.2.	Maximum altitude above sea level	1000 m
3.3.	Ambient air temperature	Highest 50 Deg C Average 40 Deg C Minimum 0 Deg C
3.4.	Maximum Relative Humidity	100%
3.5.	Rainfall	750 mm concentrated in four months

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**4. DESIGN FEATURES**

S No.	Parameters	Technical Requirements
4.1.	General Requirements	
4.1.1.	Application	Single Phase, Single Pole Mounted, Outdoor Type
4.1.2.	Operating Voltage	11 kV
4.1.3.	Highest System Voltage	12 kV
4.1.4.	Rated frequency	50 Hz
4.1.5.	Continuous current rating at 40 deg C Ambient temperature	400 A (min)
4.1.6.	No. of phases	1
4.1.7.	Rated short time withstand current	10 kA for 1 sec
4.1.8.	Rated symmetrical short circuit breaking current	10 kA
4.1.9.	Rated peak making Current	20 kA
4.1.10.	Rated Power Frequency withstand voltage (Dry & Wet)	28 kV rms for 60 sec
4.1.11.	Rated Lightning Impulse Withstand Voltage (BIL)	75 kVp
4.2.	Breaker	
4.2.1.	Circuit Breaker Type	Outdoor Type, Pole Mounted, Vacuum Circuit Breaker.
4.2.2.	Operating Mechanism	opening and closing operation Magnetic Actuator based
4.2.3.	Breaking Medium	Vacuum
4.2.4.	Insulating Medium/ Material	Solid Dielectric / Epoxy resin
4.2.5.	Minimum creepage distance of bushing	31 mm /kV
4.2.6.	Mechanical Endurance Class	M1 class of IEC 62271-100

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Parameters	Technical Requirements
4.2.7.	Electrical Endurance Class	E2 class of IEC 62271-100
4.2.8.	Operating sequence	O- 0.3 sec – CO – 3 min -CO
4.2.9.	Breaker Closing Time	Not more than 5 cycles
4.2.10.	Breaker opening Time	Not more than 4 cycles
4.2.11.	Breaker ON/ OFF indication	Manual indication shall be provided on mechanism Box
4.2.12.	Manual trip and Lockout option	To be provided on Mechanism box.
4.2.13.	Current Transformer	a. Application and Type: Dual Core for both metering and protection. Ct should be in-built in breaker unit. b. Core 1: Metering core- 400 /1 A, Accuracy Class: 0.5 / 2.5 VA c. Core 2: 400/1 A, C, 5P10 Burden: 2.5 VA
4.2.14.	CT Marshaling box	d. Shall be provided along with mechanism box.
4.2.15.	Danger Platge	To be provided on mechanism box as per IS 2551.
4.2.16.	Voltage transformer	a. Application: Both Metering and auxiliary power supply power: b. Type: Cast Resin, Pole Mounted type Outdoor c. Voltage ratio: 6.35 kV /230 V, Single Phase, d. Burden: As per power supply requirement of unit. Bidder to specify calculation of power supply requirement and burden of the transformer. e. Accuracy: Better then class 6.
4.2.17.	Cable Terminations	Palm connectors of brass/ tinned copper of minimum pad size 50mm X 50 mm shall be provided on all cable terminations i.e. Incoming and outgoing of of breaker unit, Incoming of surge arrestor and auxiliary potential transformer.
4.3.	Protection & Control Unit	
4.3.1.	Make	Vendor to specify

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Parameters	Technical Requirements
4.3.2.	Type	Microprocessor based Electronic type protection relay
4.3.3.	Power supply	Dual powered (Self+ auxiliary supply 24 v DC)
4.3.4.	Control features Accessibility	Through navigation keypad or with dedicated push buttons
4.3.5.	Protective Features	a. Over-current – Range of Setting i. Current- Min 5 % ii. Time IDMT and Inst both b. Earth Fault – Range of Setting i. Current- Min 5 % ii. Time- IDMT and Inst Both
4.3.6.	Push Button & Selector Switch	a. Open CB b. Close CB c. Operating Mode– Recloser/ Breaker through selector Switch with locking mechanism d. Local/Remote operation through selector switch with locking mechanism
4.3.7.	Relay configuration	Configuration of the relay shall be possible remotely through SCADA and locally through port provided on relay.
4.3.8.	Indicating LEDs	a. Health status b. Unit Status - Close /Open c. AC Healthy d. Battery DC Healthy e. Over-current pickup f. Over-current fault g. Earth Fault

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Parameters	Technical Requirements
4.3.9.	Metering	a. Current b. Voltage c. Active power d. Reactive power e. Apparent power f. Power factor g. Peak Current h. Energy
4.3.10.	Auxiliary Contacts	4 NO + 4 NC
4.4.	SCADA Communication	
4.4.1.	FRTU	FRTU shall be provided in control box with all the associated wiring for communication with Master Control center and Back up Control center. For detailed specification of FRTU refer annexure 'A'
4.4.2.	Modem	a. 4G modem with 2G fall back and FRTU shall be provided for SCADA. b. Modem and FRTU shall be installed inside Control Panel. c. For detailed specification of modem refer annexure 'B'
4.4.3.	Adherence to cyber security guidelines	a. Integration should comply all the cyber security guidelines issues by CEA, NCIIPC and CERT-IN. b. The FRTU shall comply to IEC62351- 3 for cyber security in communication between FRTU and master station and IEC62443-4-2 for cyber security for product including testing requirement as per MoP order no 12/34/2020-T&R dtd 08.06.21 & CEA /PLG/R&D/MII/2021 dtd 11.6.21 and any amendment from time to time. c. All the eligible equipment's should complied to requirement of Mandatory Testing and Certification of Telecom Equipment (MTCTE) vide MoP order No. 14/02/2021-UR&SI-II-Part(1)(E-258136).

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Parameters	Technical Requirements
4.5.	Control Panel Enclosure	
4.5.1.	Enclosure type	Outdoor type, Galvanized Steel box (double door, lock arrangement) with concealed anti-theft hinges.
4.5.2.	ON/OFF Indication	LV compartment should have switch to indicate door ON OFF status
4.5.3.	Ingress protection	Circuit Breaker- IP65, Control Panel - IP55
4.5.4.	Earthing terminal	Shall be provided on Circuit Breaker (HV Unit) and Control Panel (LV Unit)
4.5.5.	Limiting Dimensions	Width and depth of control unit should not be more not 350 mm.
4.5.6.	Battery with Battery Charger:	Battery should be completely concealed.
4.5.7.	Type	Maintenance free Li ion
4.5.8.	Backup time	5 hours (min)
4.5.9.	Rated Voltage	24 V DC
4.5.10.	Rating	26 Ah (Min)
4.5.11.	Expected life	10 Year
4.5.12.	SMPS Module	SMPS Power supply module shall be provided along-with Li-ion battery back.
4.5.13.	Battery Charger	01 no battery charger along with battery health monitoring unit shall be provided.
4.5.14.	Insulating boot of 11 kV voltage rating on all bare terminals of circuit breaker unit	To be provided by vendor
4.5.15.	Control Cable and accessories	Control wiring by using 2.5 sqmm color coded 1.1 kV rated control wiring conforming to IS 1554 with required lugs and ferrules.
4.5.16.	Pole Mounting hardware including angle, channel, Nut Bolts etc	Weather resistant HDG as per relevant IS. This includes all accessories required for installation, testing and commissioning of Breaker and associated equipment's

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Parameters	Technical Requirements
4.5.17.	Name plate marking	As per IEC 62271-111
4.5.18.	Weight of circuit breaker unit	Vendor to specify
4.5.19.	Weight of Control Panel	Vendor to specify

5. QUALITY ASSURANCE PLAN, INSPECTION AND TESTING

SL	Parameters	Technical Requirements
5.1.	Quality Assurance Plan	QAP Shall be submitted by vendor for approval. Inspection and testing of the material shall be carried out accordingly.
5.2.	Type test	a. Circuit Breaker unit must be of type tested as per relevant IS/IEC. Type test conducted either from CPRI/ERDA/ Internationally accredited third party laboratory will be treated as valid. b. Type test reports shall be submitted for the type, size & rating of Circuit Breaker unit offered along with bid.
5.3.	Acceptance Tests	The sampling & acceptance tests shall be conducted, as per approved QA plan for each lot of Circuit breaker unit during the inspection of lot at manufacturer's works.
5.4.	Inspection	a. The buyer reserves the right to inspect Circuit breaker unit at the seller's works at any time prior dispatch, to verify compliance with the specifications. b. In-process and final inspection call intimation shall be given in 15 days advance to purchaser.
5.5.	Test certificates	Test certificates shall be submitted along with the dispatch documents.

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**6. DEVIATIONS**

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

7. DOCUMENT SUBMISSION MATRIX

Document/Drawing submission shall be as per the matrix given below:

- All documents/drawings shall be provided in soft copy only.
- Language of the documents shall be English only.
- Incomplete submission shall be liable for rejection.
- Document check sheet compliance shall be the first sheet for each submission stage i.e. Technical bid, Drawing Approval, Pre Dispatch, Pre closure.
- No submission is acceptable without check list compliance.
- Order of documents shall be strictly as per the check list.
- Any drawing not included in the below table but necessary for detailed engineering shall be deemed to be included in bidder's scope.

S No.	Description	Technical Bid	Drawing Approval	Pre Dispatch	Pre Closure
7.6.1	Tender No.	Required			
7.6.2	Communication Details	Required			
7.6.2.1	Name of the Bidder	Required			
7.6.2.2	Name of Authorized contact person	Required			
7.6.2.3	Contact No. of Authorized contact person	Required			
7.6.2.4	E-mail id of Authorized contact person	Required			
7.6.3	Document Submission Format				

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Description	Technical Bid	Drawing Approval	Pre Dispatch	Pre Closure
7.6.3.1	Index of documents with page numbers for each document	Required			
7.6.3.2	Separator with document description shall be provided before each document	Required			
7.6.4	Qualifying Requirement Compliance				
7.6.4.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required			
7.6.4.2	Detailed Documents supporting compliance of qualifying criteria	Required			
7.6.5	Drawings/ Documents as per Technical Specification				
7.6.5.1	Signed copy of technical specification	Required			
7.6.5.2	Type Test reports of offered model/ type/ rating	Required	Required		
7.6.5.3	Deviation Sheet	Required	Required		
7.6.5.4	Detailed Drawings	Required	Required		
7.6.5.5	Other documents mentioned in technical specification	Required	Required		
7.6.5.6	Design Calculation		Required		
7.6.5.7	Manufacturer's quality assurance plan		Required		
7.6.5.8	GTP		Required		
7.6.5.9	Inspection Reports			Required	

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S No.	Description	Technical Bid	Drawing Approval	Pre Dispatch	Pre Closure
7.6.5.10	As manufacturing Drawings			Required	
7.6.5.11	Operation and Maintenance Manual			Required	
7.6.5.12	As built Drawings				Required
7.6.6	Soft Copy of complete documentation as mentioned above	Required	Required	Required	Required

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**Annexure A- FRTU****1.0 FRTU**

1.1	FRTU Functionalities	a. FRTU system should be modular and expandable. b. FRTU shall have serial port, configurable RS485/RS232 for MODBUS RTU. c. Ethernet ports for interfacing with IEC 60870-5-104 protocol to communicate with MCC and BCC. d. Ethernet port should be configured for IEC 60870-5-104 protocol as a slave. e. Built in optical couplers to isolate the field signals and field communication channels. f. Local viewing of all events shall be possible. g. FRTU DI/ DO communication channel capacity should be such that it can fulfill automation of complete substation system. h. FRTU shall support web based monitoring from remote as well as local. i. All DI/ DO communication channels should have individual LED indications. j. FRTU shall support feature of remote configuration as well as diagnosis over secure and authenticated web interface. FRTU Configuration should also be downloadable from same interface. k. FRTU system shall support communication with 4 Nos. master stations simultaneously. l. All DI/DO communication card installed in FRTU shall support HOT swap feature. m. As the SCADA/ DMS system will use public domain such as RF/ Cellular etc., therefore it is mandatory to guard the data/ equipment from intrusion/ damage/ breach of security & shall have SSL VPN based security.
-----	----------------------	--

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

		n. FRTU shall support SNMP (Simple Network Management Protocol). o. It should have capability of time synchronization with GPS receiver and SCADA MCC/ BCC. p. FRTU should be capable to store the configuration program in detachable flash memory card. q. FRTU shall have console port with console cable.
1.2	Communication Ports	r. Each RS 485 port should be capable of handling minimum 10 Nos. devices on the network with same communication settings. s. Media settings of Ethernet and serial ports (Both RS 485 and RS 232) should be programmable. t. System should have the capability to increase TCP/IP Ethernet and serial ports for communication by addition of communication modules. u. Refer Table 2 of of this annexure for details.
1.3	MCC/ BCC Communication Protocol	a. FRTU system shall be configured to communicate with MCC/ BCC simultaneously on IEC 60870-5-104 protocol with configurable TLS 1.2. b. In addition to IEC 104 protocol, FRTU shall also able to communicate all data over secure MQTT with latest version. c. FRTU shall support periodic reporting of analog data that shall be configurable upto 1-hour polling delay. d. Digital status data shall have higher priorities as compared to the analog data.
1.4	Communication between FRTU, MFMs and Protection Relays	a. FRTU can acquire analog values from MFMs/FPIs and protection relay through RS485 serial communication port using MODBUS RTU. b. Communication of ACB/ MCCBs on Modbus RTU protocol. Bidder can also offer Modbus TCP over Modbus RTU. c. MFM/ FPI and protection relay will act as slaves to the FRTU. The FRTU shall transmit these analog

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

		values to master station by using IEC 60870-5-104 protocol. d. To protect the serial communication port(s), optical isolation is required which is mandatory to avoid damage to FRTU channels
1.5	Digital Input Module	a. FRTU shall be capable of accepting isolated potential free contact status inputs. b. FRTU shall provide necessary sensing voltage, current, optical isolation for each status input. c. FRTU shall be capable to configure re-bounce filtering for each input. d. The sensing voltage of input module should be 24V DC. e. The FRTU shall accept two types of status input: Single point and double point. f. Single point status input represented by 1 Bit in the protocol message whereas double point status input represented by 2 Bits in the protocol message. g. FRTU configuration software shall have the capability to invert the DI signal value required in the configuration. h. There shall be channel wise visual indication on all DI module installed in the FRTU panel for troubleshooting problems. i. Digital Input module should have hot swap compliance

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

1.6	Digital Output Module	a. FRTU shall provide the capability for master station to select and change the state of Digital output points. b. These control outputs shall be used to control power system devices such as circuit breakers, isolators and other two state devices which shall be supported by FRTU. c. In case control output module of FRTU does not provide potential free control output of required rating then separate control output relays shall be provided. d. There shall be channel wise visual indication of DOs available in FRTU panel and command issued for any digital channel for troubleshooting the problem. e. DO modules should have the capability to configure for a single as well as double command output. f. Digital Output module should have hot swap compliance
1.7	Troubleshooting	a. FRTU should be configurable using web based configuration and maintenance tool. b. FRTU shall have proper diagnosis tool for troubleshooting the failures related to the following from remotely as well as locally. Supplier shall consider all required configuration and diagnosis cable and software with each supplied FRTU with license if any. c. Communication of FRTU with master d. Communication of MFM with FRTU e. Communication of DI/ DO f. Communication with Protection Relay
1.8	Programmable Logic Control (PLC)	a. FRTU shall be provided with the PLC license. b. FRTU should have the functionality of logic development and perform the task using its own CPU.

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

		c. FRTU should have the capability to run more than one PLC tasks at a time.
1.9	Cyber Security	a. The FRTU shall comply to IEC62351- 3 for cyber security in communication between FRTU and master station and IEC62443-4-2 for cyber security for product including testing requirement as per MoP order no 12/34/2020-T&R dtd 08.06.21 & CEA /PLG/R&D/MII/2021 dtd 11.6.21 and any amendment from time to time. b. All the eligible equipment should complied to requirement of Mandatory Testing and Certification of Telecom Equipment (MTCTE) vide MoP order No. 14/02/2021-UR&SI-II-Part(1) (E-258136). c. FRTU should have following features: • User level configuration • User wise authentication like system admin, configuration admin, control, operator. • Disabling the DNS • Disabling, enabling & configuration of TCP/ IP and UDP ports. • Door lock alarm integration with FRTU.
1.10	FRTU Power Supply	a. Power supply for FRTU shall be on 24V DC system which would be made wired from Battery Charger/batteries housed in FRTU cabinet. b. The main DC circuits shall be protected by incoming circuit breakers. c. Each circuit shall be tapped through single pole MCB so as to provide an individual DC feed to each of the I/O modules, modems and protocol converters. d. Bidder shall provide maximum power consumption data of each of the type of FRTU. e. Power supply system should have redundant battery charger to provide the supply to FRTU system as well as to charge the battery.

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

1.11	Software / Firmware	a. The term software is used in this Technical Specification to mean software or software implemented through firmware. b. All software shall be implemented according to the Bidder's latest established design and coding standards. c. Complete and comprehensive documentation shall be provided for all software. d. Bidder should provide windows based software as it is preferred for its user friendliness.
1.12	General	a. A real-time non-proprietary operating system that is capable of managing the FRTU applications shall be provided. b. This software shall provide automatic restart of the FRTU upon power restoration, memory parity errors, hardware failures, and manual request. The software shall initialize the FRTU and begin execution of the FRTU functions without intervention by the SCADA/DMS master station. All restarts shall be reported to the SCADA/DMS. c. The software shall be prepared in a high level language and shall be documented in detail. No separate licensing charges or agreements shall attach to the FRTU software or its underlying operating system. d. In order to easily support the system under continuously changing site conditions all protocol, configuration, and application data must be contained in easily programmable non-volatile memory such as Flash EPROM. e. The FRTU design shall be independent of any communication protocol that would impose restrictions on the flexibility or functionality of the

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

		FRTU. Protocol changes shall be accomplished by software/firmware changes only.
1.13	Diagnostic Software	a. Software shall be provided to continuously monitor operation of the FRTU and report FRTU hardware errors to the SCADA/DMS. b. The software shall check for memory, processor, and input/output errors and failures. c. It is desirable that internal diagnostics be sufficiently detailed to detect malfunctions to the level of the smallest replaceable component. d. The FRTU shall facilitate isolation and correction of all failures and shall include features that promote rapid fault isolation and component replacement. e. All functional module nodes shall be designed with integrated on-line diagnostic functions. f. The results of these diagnostics shall be reported to the central processing module. g. The central module shall store this information and report it to the SCADA/DMS as permitted by the protocol. h. FRTU shall be able to access from remote (BCC/MCC) for downloading configuration.

2.0 Communication Ports details

S. No.	Communication With	Communication Protocol	Physical Layer		Connecting Cable	Required Physical Port Qty.
			Interface	Port		
2.1	Master station(s)	IEC 60870-5-104	Ethernet	RJ45	CAT VI	1
2.2	Local Configuration	—	RS232	USB/DB9	Console Cable	1
2.3	Protection relay	MODBUS	RS485	Terminal Block	Shielded RS485 Twisted	1

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

S. No.	Communication With	Communication Protocol	Physical Layer		Connecting Cable	Required Physical Port Qty.
			Interface	Port		
					Copper Cable	
2.4	MFM	MODBUS	RS485	Terminal Block	Shielded RS485 Twisted Copper Cable	1
	Total					4

3.0 FRTU DI/DO/AI list

FRTU configuration DI/ DO Channel requirement is indicated in the Table given below

3.1	FRTU configuration	DI-16 no's DO-16 no's
3.2	Digital Inputs	L/R switch in local L/R switch in remote Control circuit Healthy
3.2.3	Common Signals	Battery Charger Fail Battery low (BHMU & Charger) Battery Unhealthy/fail Battery Test in progress Command Acknowledgement Door Open/Close LT Outgoing MCCB OFF L/R switch in remote Control supply healthy
3.3	Digital Outputs (Commands)	
3.3.1	Breaker	a. CB ON b. CB OFF
3.4	Measuring inputs	

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

3.4.1	MFM	a. Current b. Voltage c. Active power d. Reactive power e. Apparent power f. Power factor g. Peak Current h. Energy
3.4.5	Protection relay	a. Current b. Fault current c. Earth Fault current d. Fault Record
3.4.6	Battery monitoring	a. Battery Voltage b. Battery current

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker**Annexure B - Specification of 4G Ethernet Modem for FRTU**

SL	Parameter	Details
1.0	Operating Frequency Band	a. 4G Dual SIM with automatic fall back on 3G and 2G (GPRS): b. FDD LTE: B1 (1920-1980/2110-2170)/B3 (1710-1785/1805-1880) / B8 (880-915/925-960) / B20 (800) MHz c. TDD LTE: B38 (2570-2620) / B39 (1880-1920) / B40 (2300-2400) / B41 (2496-2690) d. HSPA / UMTS: B1 (2100) / B8 (900)/800/850/1900 MHz e. GSM: 900/1800/ MHz Class 10
2.0	WAN Protocol	PPP/IPCP over Asynchronous HDLC with PAP/CHAP Authentication.
3.0	Compatibility	with IPv4 & IPv6 scheme.
4.0	Console Interface	RS232 on RJ45 connector
5.0	LAN Interface	10/100 Base-T complying to IEEE 802.3 / ANSI 8802-3 on RJ45 connector.
6.0	Network Protocols	PPP, IPCP, PAP, CHAP, ARP, IP, ICMP, TCP, UDP, IPSEC, SNTP, TFTP.
7.0	Management	Serial, HTTP, HTTPS, Telnet & via SMS, Port Mapping, Event Log & Upload. Firmware Upgrade
8.0	Status Monitoring	ICMP to 4 destinations for Keep Alive & Self Heal. Signal Strength & LEDs.
9.0	Features	a. Support for SCADA Protocols in transparent pass through mode b. Support for NAT and Port forwarding c. Modem shall have self healing capability to recover from dead lock situation
10.0	SIM Interface	External with locking provision
11.0	AT Commands Interface	Supporting AT commands for dialing from FRTU through RS-232 serial port to modem

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

SL	Parameter	Details
12.0	Communication Interface	Remote management features like telnet & remote download facility
13.0	LED Indications	Power ON, Network–Signal strength, SIM availability, Ethernet link
14.0	Connectors	a. RJ45 Ethernet Port, b. SIM Card Holder, c. DC power connector, SMA Antenna connector
15.0	Power Supply	a. 24V DC (with reverse current protection) with 2 numbers Terminal Block without adapter. b. Modem functionality shall not affect during DC voltage supply range of 18 to 30V DC.
16.0	Enclosure	Metallic Extrusion
17.0	Mounting	DIN Rail Mounting
18.0	Temperature	Operating (-10 to 70 Degree Centigrade), 95% Humidity
19.0	Antenna	a. 2 Nos to be provided b. 12dB High Gain omnidirectional Antenna with SMA connector and 15m wire length. c. 7dB High Gain Antenna with SMA connector and 5m wire length. d. It shall be ensured that the male pin SMA Connector of Antenna is of copper at the Antenna base and also at the point of modem connection.
20.0	Accessories	a. 1 Meter cable for connecting to external DC power source (24 V) b. 1 Meter Standard Ethernet (Straight) data cable with metallic connector (SS/MS). This cable shall be metallic shielded. c. Standard Console cable for diagnostic port of Modem d. 1 Meter serial cable for dialing modem from FRTU
21.0	Certification	

Technical Specification For 11 kV 1Ø Pole Mounted Circuit Breaker

SL	Parameter	Details
21.1	Conducted Immunity: IEC61000-4-6	a. Measure emission of the device (referenced to earth) on power mains and to compare them with specified limits to ascertain that the device will not disturb other equipment b. Frequency: 0.15MHz to 80MHz c. Modulation: 80% AM at 1 KHz d. Test Voltage: 3V
21.2	Electrostatic Discharge (ESD): IEC61000-4-2	a. Check immunity against discharge of static electricity that may occur when a charged operator touches the device b. Contact Discharge: 4KV c. Air Discharge: 8KV d. No. of Discharge: 10 at pre-selected spots e. Positive & Negative Polarity
21.3	EN55022 CLASS B	a. Immunity characteristics of the device when subjected to continuous conducted noise b. Conducted Emission: Frequency - 150 KHz - 30 MHz c. Radiation Emission: Frequency – 30 MHz - 1000 MHz
21.4	MTCTE	a. Modem should comply to the requirement of Mandatory Testing and Certification of Telecom Equipment (MTCTE) vide MoP order No. 14/02/2021-UR&SI-II-Part(1) (E-258136). b. Certification should be enclosed along with the bid for offered modem.