

**Tender Notification for
ANNUAL RATE CONTRACT FOR SUPPLY
OF
TRANSFORMER NEW INSULATING OIL**

NIT No.: CMC/BY/22-23/RS/SS/30

Date of Tender: 25.06.2022

Due Date for Submission: 18.07.2022, 15:00 Hrs

**BSES YAMUNA POWER LIMITED (BYPL)
CONTRACTS & MATERIALS DEPT.,
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032
CIN: U40109DL2001PLC111525
WEBSITE: www.bsesdelhi.com
GSTIN: 07AABCC8569N1Z0**

INDEX

S.NO	DOCUMENT DESCRIPTION	PAGE NO
VOLUME-I		
1	SECTION - I : REQUEST FOR QUOTATION (RFQ)	1-7
2	SECTION - II: INSTRUCTIONS TO BIDDER (ITB)	8-13
3	SECTION - III: GENERAL CONDITIONS OF CONTRACT(GCC)	14-22
4	SECTION - IV: QUANTITY AND DELIVERY REQUIREMENT	23
5	SECTION - V: VENDOR CODE OF CONDUCT	32-36
VOLUME-II		
7	ANNEXURE - I: BID FORM	25
8	ANNEXURE - II: EMD FORMAT	29
9	ANNEXURE - III: PRICE FORMAT	24
10	ANNEXURE - IV: COMMERCIAL TERMS & CONDITIONS	21
11	ANNEXURE - V: SCHEDULE OF DEVIATIONS	37
12	ANNEXURE - VI: QUALIFICATION CRITERIA	38
13	ANNEXURE - VII: REVERSE AUCTION EVENT	29
14	ANNEXURE - VIII: MANUFACTURE'S AUTHORIZATION LETTER	32
15	ANNEXURE - IX: BIDDER DETAILS FORM	26
16	ANNEXURE - X: SELF DECLARATION FORM	31
VOLUME-III		
17	SECTION - I: TECHNICAL SPECIFICATION (TS)	42 - 50

SECTION – I: REQUEST FOR QUOTATION

1.00 Event Information

- 1.01 BSES Yamuna Power Ltd (hereinafter referred to as “BYPL”) invites sealed bids under single stage two envelope bidding system for establishing ANNUAL RATE CONTRACT for supply of transformer new insulating oil from reputed manufacturers. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. All envelopes shall be duly super scribed as — “ **ANNUAL RATE CONTRACT FOR SUPPLY OF TRANSFORMER NEW INSULATING OIL** ” “NIT NO. CMC/BY/22-23/RS/SS/30 DUE DATE FOR SUBMISSION ON 18.07.2022, 15.00 Hrs”.

Sl. No.	Item Description	Technical Specification	Estimated Cost (INR)	Cost of EMD (INR)	Qty. (Approximate)	Delivery at
1	ANNUAL RATE CONTRACT FOR SUPPLY OF TRANSFORMER NEW INSULATING OIL	BSES-TS-25-TNIO-R0	3.35 Crore	0.67 Lakh	300, KL	FOR, BYPL Delhi STORES

- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against submission of non-refundable demand draft of Rs **1180/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi. The tender document will be issued on all working days upto **15.07.2022, 11:00 AM** The tender documents & detailed terms and conditions can also be downloaded from the website “**www.bsesselhi.com**”. In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.
- 1.03 **Bids will be received upto 18.07.2022, 15.00 Hrs**, at the address given below. **Part A** of the Bid shall be opened on **20.07.2022, 15:30 Hrs**. **Part B** of the Bid will be opened only in case of Techno-Commercially qualified Bidders and the date of opening of same shall be intimated in due course. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the last date.

Head of Department
Contracts & Materials Department
BSES Yamuna Power Ltd
3rd Floor, A Block
Shaktikiran Building, Karkardooma
Delhi 110032.

- 1.04 BSES Yamuna Power Ltd reserves the right to accept /reject any or all the bids without assigning any reason thereof in the event of following :
- Tender is received after bid submission due date and time.
 - Tender fee of requisite value is not paid
 - Earnest Money Deposit (EMD) of requisite value & validity is not deposited in the form of Bank Guarantee drawn in favor of BSES Yamuna Power Limited payable at Delhi or Online transfer of requisite amount through NEFT/RTGS
 - Price Bid as per the Price Schedule format mentioned in Annexure-III not submitted.
 - Incomplete Bids.
 - Necessary documents against compliance to Qualification Requirements mentioned at Section 1, Clause 2.0 of this Tender Document not submitted.
 - Complete Technical details are not enclosed as per the Technical Bid Submission Checklist.
 - Schedule of Deviations if any, not filled in properly as per Annexure-V.
 - The offer does not contain “FOR NEW DELHI” prices indicating break-up towards all taxes & duties.

2.0 Qualification Criteria:-

The prospective bidder must meet all of the following qualifying criteria to be eligible to participate in the bidding..

TECHNICAL:

SL	Criteria	Documents Required along with Bid
1	The bidder must be a manufacturer of Transformer Oil having valid Type Test reports carried out at CPRI/ERDA/any other reputed International Testing Lab not more than 5 years old.	Type Test Lab report from CPRI/ERDA to be submitted.
2	The bidder should have capacity to supply minimum 40-50 KL per month	Self-declaration
3	The bidder should have qualified technical and QA personnel at various stages of manufacture & testing	Bidder shall provide copy of Organogram in support of the same
4	The bidder should have supplied at least 100% of the tender quantity in last three financial years. Or i). Executed (Single) Order of 50% of Tender quantity in last three financial years. Or ii). Executed (Two) Orders of 30% of Tender quantity each in last three financial years.	Supply Order/Purchase Order copies
5	The Bidder must possess valid ISO 9001:2000 certification and must possess valid BIS license.	Valid Certification copies.

COMMERCIAL:

SL	Criteria	Documents Required
1	The Bidder must have average annual sales turnover of Rs 200 Crores or more during the last three Financial years (2019-20, 2020-21 & 2021-22).	Audited balance sheets / Duly certified CA certificate with UDIN to be submitted
2	The Bidder shall submit an undertaking that "No Litigation" is pending with BYPL or its Group/Associates Companies. Bidders having any litigation/legal case pending with BYPL shall not be considered qualified for this Tender	Self-undertaking
3	The Bidder shall not be blacklisted/debarred by any central/state government institution /electricity utilities as on the date of submission of the bid.	Self-undertaking
4	The bidder must have valid PAN No., GST registration in addition to other statutory compliance.	The bidder must submit the copy of registrations and submit an undertaking that the bidder shall comply all the statutory compliance as per the applicable laws/rules etc.

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

In case of new bidders (not enlisted in BSES), Factory inspection & evaluation shall be carried out to ascertain bidder's manufacturing/supply capabilities and quality procedures

3.00 Bidding and Award Process

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

3.01 BID SUBMISSION

The bidders are required to submit the bids in 2 (two) parts and submitted in 1 original + 1 duplicate to the following address

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd
3rd Floor, A Block
Shaktikiran Building, Karkardooma
Delhi 110032**

PART A : TECHNICAL BID comprising of following

- i) EMD
- ii) Non-refundable demand draft for Rs 1180/- in case the forms are downloaded from website
- iii) Documentary evidence in support of qualifying criteria
- iv). Technical Literature/ GTP/Type test report etc
- v) Qualified Manpower available
- vi). Testing Facilities
- vii) Original Tender documents duly stamped & signed on each page as token of acceptance
- viii) Acceptance to Commercial T & C viz. Delivery period, Payment terms, PBG, Warranty, Liquidated Damages etc.

PART B : PRICE BIDS comprising of Price strictly in the Format indicated later indicating Break up of basic price, taxes & duties, Freight etc

3.02 TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Date of sale of Bid Document upto	▪ Bid Document	16.07.2022, 11:00 Hrs
2	Last date of Queries, if any	▪ All Queries related to RFQ	11.07.2022, 14:00 Hrs
3	Last date of Receipt of Bid Documents	▪ bids in 2 (Two) parts and submitted in 1 original + 1 duplicate (PART A Technical Bid)	18.07.2022, 15:00 Hrs
4	Date & Time of Opening of PART A Technical and Commercial Bid	▪ EMD of requisite amount ▪ Non-refundable DD for Rs 1180/- in case tender documents downloaded from website ▪ Documentary evidence in support of qualifying criteria ▪ Technical Literature/GTP duly filled in/Type test	20.07.2022, 15:30 Hrs

S. No.	Steps	Comprising of	Due date
		report, ▪ Qualified manpower available ▪ Testing Facilities ▪ Original Tender documents duly stamped & signed on each page as token of acceptance ▪ Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, PBG, Warranty etc ▪ Power of Attorney to sign the bid	
5	Date & Time of Opening of PART B PRICE BIDS	• Price strictly in the Format enclosed(Section V) indicating Break up regarding basic price, taxes & duties, Freight etc	Successful bidders will be intimated through website/E-Mail

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BYPL office, the last date of submission will be following working day at the same time.

This is a two part bid process. Bidders are to submit the bids in 2(two) parts a) PART-I Technical Bid, b) PART-II Financial Bid.

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **Part-B PRICE BIDS** and these sealed envelopes should again be placed in another sealed cover super scribing NIT No., Due Date of submission and should bear the Name and Address of the Bidder. Bids shall be submitted before the due date & time specified.

Part A: Technical Bid should not contain any cost information whatsoever

PART B: This envelope will be opened after techno-commercial evaluation and only of the qualified bidders. The date & time of same shall be intimated in due course to the qualified bidders

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

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

Acceptance form for participation in reverse auction event is also attached as annexure I.

4.00 Award Decision

4.01 The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

4.02 Splitting of tendered quantity in two or more bidders: BYPL reserves the right to split the tender quantity amongst techno-commercially qualified bidders on account of delivery requirement in tender, quantity under procurement etc. If the quantity is to be split, quantity distribution shall be in the manner detailed below:

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

4.03 In the event of your bid being selected by purchaser and you subsequent DEFAULT on your bid; you will be required to pay purchaser an amount equal to the difference in your bid and the next lowest bid on the quantity declared in NIT/RFQ.

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

4.05 **Quantity Variation:** The purchaser reserves the rights to vary the quantity by 50% of the tender quantity.

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

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

5.0 Market Integrity

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

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

6.0 Supplier Confidentiality

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

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

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

7.0 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address. The same shall not be communicated through email/phone. Any corrigendum/addendum/modifications in the tender documents shall be uploaded in website

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 3rd Floor, B-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Gaurav Sharma Additional VP (HOD-CES)	gaurav.a.sharma@relianceada.com
	Srinivas Gopu GM (CES)	srinivas.gopu@relianceada.com
Commercial		
C&M Dept. 3rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Robin Sebastian (HOD-C&M)	robin.sebastian@relianceada.com
	Santosh Kumar Singh (Head-Procurement) (C&M)	santosh.kum.singh@relianceada.com
	Sisir Kumar Sahu Buyer (C&M)	Sisir.sahu@relianceada.com

However, in case, any bidder has already submitted his bid, he may submit modified bid in view of the changes/modifications/corrigendum in the tender document within the stipulated due date of submission. The modified bid envelope shall be duly marked as "MODIFIED/AMENDED BID" along with a declaration that all old bids as "NULL

AND VOID". Other formalities shall remain same.

SECTION – II: INSTRUCTION TO BIDDERS

A. GENERAL

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

2.00 SCOPE OF WORK

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

3.0 DISCLAIMER

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

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

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

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

4 COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

- | | |
|--|----------------|
| (a) Request for Quotation (RFQ) | - Section - I |
| (b) Instructions to Bidders (ITB) | - Section - II |
| (c) Terms & Conditions of Contract (T&C) | - Section -III |
| (d) Delivery schedule | - Section -IV |
| (e) Price Format | - Section -V |
| (f) Bid Form | - Section -VI |
| (g) EMD BG Format | - Section -VII |

- (h) Vendor code of conduct - Section -V
- (i) Technical Specifications (TS) - Section -I (Volume-III)

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

6.04 Purchaser shall reserve the rights to following:-

- a) Extend due date of submission,
- b) Modify tender document in part/whole,
- c) Cancel the entire tender

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

C. PREPARATION OF BIDS

7.0 LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
- (c) Tender documents duly stamped and signed on each page by authorized signatory.

9.0 BID FORM

9.01 The Bidder shall submit one "Original" and one "Copy" of the Bid Form and the appropriate Price Schedules and Technical Data Sheets duly filled in as per attached specification (Section VIII) enclosed with the Bidding Documents.

9.02 **EMD**

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

The EMD shall be denominated in the currency of the bid, and shall be in the following form:

- (a) A bank guarantee issued by any scheduled bank strictly as per the form at enclosed and shall be valid for a period of 120 days from the due date of bid submission
- (b) Unsuccessful bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The EMD may be forfeited in case of:

- (a) The Bidder withdraws its bid during the period of specified bid validity

Or

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

- (i) Accept the Purchase Order, or

- (ii) Furnish the required performance security BG.

10.0 **BID PRICES**

- 10.01 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, unloading at store(s) all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.
- 10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.
- 10.03 Prices quoted by the Bidder shall be **"Variable"** and subject to price adjustment during the performance of the Contract as per the Price Variation (PV) Formulae subject to ceiling of (+) 20%. However, there will be **no ceiling on Minus (-) side.**
- 10.04 The initial and final date for application of PV will be as per circular of IEEMA on the 1st day of the month prior to month of due date of bid submission and on the 1st day of the month prior to month of date of material offered for inspection. The bidder shall submit supporting IEEMA Circular(s) along with his bid.
- 10.05 Price Variation Formula for calculating price variation:

$$P_1 = P_0 + 1.2*(TB - TB_0) + 4.8*(D - D_0)$$

Wherein,

P_1 = Ex- works (Basic) price payable in Rs. per L as adjusted in accordance with the price Variation clause as above subject to a ceiling of (+)20%.

P_0 = Original Ex- works (Basic) price incorporated in the PO (Rs per L).

TB = Prices Indices for TOBS as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of date of material offered for inspection.

TB₀ = Prices Indices for TOBS(Transformer Oil Base Stock) as published by IEEMA in their circular of basic prices of raw material for transformer oil on 1st working day of the month prior to the month of due date of bid submission.

D = Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for Steel Drums on 1st working day of the month prior to the month of date of material offered for inspection.

D₀ = Prices Indices for Steel Drums as published by IEEMA in their circular of basic prices of raw material for Steel Drums on 1st working day of the month prior to the month of due date of bid submission.

- 10.06 In case the date(s) mentioned in Price Variation Formula are beyond contractual delivery schedule, the date whichever is advantageous to the purchaser will form the basis of Price Variation.

11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

- 12.01 Bids shall remain valid for 120 days from the due date/amended due date of submission of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier

13.0 **ALTERNATIVE BIDS**

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

14.0 **FORMAT AND SIGNING OF BID**

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid" plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.
- 14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 **SEALING AND MARKING OF BIDS**

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with —“Technical Bid & EMD”. The price bid shall be inside another sealed envelope with super scribed “PRICE BIDS”. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super scribed with —“Tender Notice No.& Due date of opening”.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address on or before the due date of submission.

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the

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

- 22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Purchaser and/or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

(a) Delivery Schedule

(b) Conformance to Qualifying Criteria

(c) Deviations from Bidding Documents

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

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

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

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

26.0 AWARD OF CONTRACT

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

27.0 THE PURCHASER 'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 PERFORMANCE BANK GAURANTEE

The successful Bidder shall furnish the Performance Bank Guarantee within fifteen(15) days, for an amount of 10% (Ten percent) of the Total Contract value . The Performance Bond shall be valid for a period of 12 months from the date of Commissioning or 18 months from the date of last receipt at stores whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

30.0 CORRUPT OR FRADULENT PRACTICES

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

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

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

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

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

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

SECTION – III: TERMS AND CONDITIONS

1.0 General Instructions

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

2.0 Definition Of Terms

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

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

6.0 Packing, Packing List & Marking

6.01 Packing: Supplier shall pack or shall cause to be packed all Commodities in crates/boxes/drums/containers/cartons and otherwise in such a manner as shall be reasonably suitable for shipment by road or rail to BYPL, Delhi/New Delhi stores/site without undue risk of damage in transit.

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

7.01 Price basis for supply of materials

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

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

c) Transit insurance will be arranged by Purchaser; however, bidder to furnish required details in advance for arranging the same by Purchaser

8.0 Terms of payment and billing**8.01 For Supply of Equipments:**

a) 100% payment shall be made within 45 days from the date of receipt and acceptance of GOODS at STORE/SITE on presentation of following documents:

- i. Consignee copy of LR
- ii. Detailed invoice showing commodity description, qty, unit & total price,
- iii. Original certificate issued by BYPL confirming receipt of material at site & acceptance
- iv. Dispatch clearance & inspection report issued by the inspection authority
- v. Packing List, Test Reports
- vi. Guarantee Certificate.
- vii. Performance Bank Guarantee equivalent to 10% of Supply value of the Contract valid up to Defect Liability period plus 3 months towards Claim period

9.0 Price Validity

9.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by BYPL Delhi for 120 days post bid-date. For awarded suppliers, the prices shall remain valid and firm till contract completion date.

10.0 Performance Guarantee

10.01 To be submitted within 15 days of the receipt of Notification of Award/ Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee for an amount of 10% (Ten percent) of the Total Contract Value. The Performance Bond shall be valid for a period of 12 months from the date of Commissioning or 18 months from the date of last receipt at stores whichever is earlier plus 3 months claim period. Upon submission of the performance security, the EMD shall be released.

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

11.0 Forfeiture

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

11.02 Each Performance BG established under will be automatically and unconditionally forfeited without recourse if BYPL in its sole discretion determines that supplier has failed to comply with any term or condition set forth in the contract.

12.0 Release

All Performance Bonds will be released without interest within seven (7) days from the last date up to which the Performance Bond has to be kept valid (as defined in Clause 10.0) except for the case set forth in Clause 21.0.

13.0 Warranty/Defects Liability Period

13.01 The bidder to guarantee the materials/items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier. If during the defects liability period any materials/items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation.

14.0 Return, Replacement or Substitution.

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

15.0 Effective Date of Commencement of Contract:

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

16.0 Time – The Essence of Contract

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

17.0 The Laws and Jurisdiction of Contract:

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

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

18.0 Events of Default

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

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

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

19.0 Consequences of Default.

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

20.0 Penalty for Delay

- 20.01** If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the basic(ex-works) price for every week delay or part thereof for individual mile stone deliveries.
- 20.02** The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the basic (ex-works) price
- 20.03** The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Supplier or from the Performance Bond or file a claim against the supplier.

21.0 Statutory variation in Taxes and Duties

The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

22.0 Force Majeure

22.01 General

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

- (i) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and

reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof.

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

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

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

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

- i) Immediately notify the other party in writing of the force majeure events within 7(seven) working days of the occurrence of the force majeure event
- ii) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

22.04 Mitigation of Events of Force Majeure Each Party shall:

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

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

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

- 22.07** Limitation of Force Majeure event. The Supplier shall not be relieved of any obligation under the Contract solely because cost of performance is increased, whether as a consequence of adverse economic consequences or otherwise.
- 22.08** Extension of Contract Period due to Force Majeure event The Contract period may be extended by mutual agreement of Parties by way of an adjustment on account of any period during which an obligation of either Party is suspended due to a Force Majeure event.
- 22.09** Effect of Events of Force Majeure. Except as otherwise provided herein or may further be agreed between the Parties, either Party shall be excused from performance and neither Party shall be construed to be in default in respect of any obligations hereunder, for so long as failure to perform such obligations shall be due to and event of Force Majeure."
- 23.0 Transfer and Sub-Letting**
- 23.01** The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.
- 24.0 Recoveries**
- 24.01** Whenever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by detecting any sum due to which any time thereafter may become due from the supplier in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance.
- 25.0 Waiver**
- 25.01** Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.
- 26.0 Indemnification**
- 26.01** Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

27.0 ACCEPTANCE:

27.01 Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the #Vendor Code of Conduct# displayed on the official website of BYPL (www.bsesdelhi.com) & as per attached "Annexure-IV" also, which shall be treated as a part of the contract/PO/WO.

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

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

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

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

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

ANNEXURE-IV

FORMAT OF COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Price Validity	120 days from the due date/amended due date of submission of the Bid	
2	Price basis	a) Variable, FOR, BYPL Delhi store basis. Prices shall be inclusive of all GST, freight upto Delhi stores/sites. b) Unloading at stores/sites shall be in vendor's scope c) Transit insurance in Purchaser's scope	
3	Payment terms	100% payment within 45 days after receipt & acceptance of material at store(s)	
4	Delivery schedule	As per Section IV (Within 45 days from PO date)	
5	Defect Liability period	12 months after commissioning or 18 months from the last date of receipt at stores/site, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO (ex-work) value of undelivered units	
7	Performance Bank Guarantee	10% of total PO Value valid for 12 months after commissioning or 18 months from the last date of receipt at stores/sited, whichever is earlier plus 3 months towards claim period	
8	Reverse Auction Event	In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial qualified based on the tender requirements shall be eligible to participate in the reverse auction event.	

SECTION – IV**QUANTITY AND DELIVERY REQUIREMENT**

Sl. No.	Item Description	Specification	Total Qty.	Required Delivery Schedule	Destination
1	Annual Rate Contract For Supply of Transformer New Insulating Oil.	BSES-TS-25-TNIO-R0	300 KL	Within 45 days from the PO date	BYPL Delhi Stores

ANNEXURE-III

PRICE FORMAT

ITEM DESCRIPTION	HSN	UoM	QTY	EX-WORKS RATE PER UNIT	UNIT FRIGHT	UNIT GST (CGST,SGST,IGST)AS APPLICABLE			UNIT LANDED COST	TOTAL LANDED COST
						CGST	SGST/UTGST	IGST		
Annual Rate Contract For Supply of Transformer New Insulating Oil		Ltr	300,000							

NOTE:

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

ANNEXURE-I

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 of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance there of, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

ANNEXURE-IX

BIDDER DETAIL SUBMISSION FORM

Offer No.:

Date:

To,
Head Contract and Material
BSES YAMUNA POWER LIMITED
3rd Floor "A" Block, Shakti Kiran Building,
Delhi-110032 (INDIA).

Dear Sir,

In response to your Tender No. CMC/BY/22-23/RS/SS/30 for establishing 'Annual Rate Contract for Supply of Transformer New Insulating Oil' for BSES YAMUNA POWER LTD, Delhi-32 ,we hereby submit our offer herewith.

1. Bidder Name :
2. Website Address :
3. Email Address :
4. Address for Communication :
:
:
5. Telephone Number :
6. Fax/Telefax Number :
7. Authorized Person for Technical Queries -
Name :

a. Designation :
b. Mobile No. :

c. Email-ID :
8. Authorized Person for Commercial/R-Auction Queries -
Name :

a. Designation :
b. Mobile No. :

c. Email-ID :

d.

9. PAN Number :

10. TIN Number :

11. Service Tax Regn. No. :

12. ECC Number :

13. GST Number :

14. Particulars of EMD

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

15. Particulars of Tender Fee

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

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

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2018-2019		
2019-2020		
2020-2021		
Average Turnover		

17. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the

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

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

- i)
- ii)
- iii)

DECLARATION

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

Place:
Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

ANNEXURE-II

FORMAT FOR EMD BANK GUARANTEE

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

Annexure -VII

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

ANNEXURE – VIII

FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No & Date:

To,
HOD C&M
BSES YAMUNA POWER LTD.
Shakti Kiran Building, Karkardooma
Delhi-110032

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s.

_____, jointly and severally.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[

Name & Signature]

for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarized power of attorney should also be furnished.

ANNEXURE-X

SELF DECLARATION FORM

Tender No: CMC/BY/22-23/RS/SS/30

To,
The HOD
Contract & Material Dept
BSES Yamuna Power LTD
Karardooma Delhi-110032

Subject: Declaration for Not blacklisted

Sir,

1. I / We, the undersigned do hereby declare that, I / We have never ever been blacklisted and / or there were no debarment actions against us for any default in supply of material/ Services or in the performance of the contract entrusted to us in any of the State Government, Central Government or any other public sector undertaking or a corporation or Electricity Utilities of India.

2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation/ cancellation/ termination without any notice at the sole discretion of the purchaser.

Yours faithfully

Place:

Date:

Signature of the bidder with seal

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

SECTION V

VENDOR CODE OF CONDUCT

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

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

I. Labour and Human Rights

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

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

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

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

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

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

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

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

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

II. Health and Safety

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

The health and safety standards are:

- . Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- . Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- . Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.
- . Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- . Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- . Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent with egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- . Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

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

- . Wastewater and Solid Waste - Wastewater and solid waste generated from operations industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- . Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

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

V. Management System

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

The management system should contain the following elements:

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

. Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

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

ANNEXURE-V**SCHEDULE OF DEVIATIONS**

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

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

SL NO	Clause No.	Details of deviation with justifications

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

NAME OF COMPANY

POSTAL ADDRESS

FOR TECHNICAL QUERY:

CONTACT PERSON NAME

DESIGNATION

E-MAIL

MOBILE NO

TELEPHONE NO

FOR COMMERCIAL QUERY:

CONTACT PERSON NAME

DESIGNATION

E-MAIL

MOBILE NO

TELEPHONE NO

ANNEXURE- VI

QUALIFICATION CRITERIA)

Sl. No.	Qualification Criteria	Description by bidder with qualifying the fulfillment	Documentary Evidence attached page no. detail
1	The bidder must be a manufacturer/supplier of Transformer Oil having valid Type Test reports carried out at CPRI/ERDA/any other reputed International Testing Lab not more than 5 years old.		
2	The bidder should have supply capacity of minimum 40-50 KL per month.		
3	The bidder should have qualified technical and QA personnel at various stages of manufacture & testing		
4	The bidder should have supplied at least 100% of tender quantity in last three financial years. Or Executed 01 (Single) Order of 50% of the Tender quantity in last three financial years. Or Executed 02 (Two) Orders of 30% of the Tender quantity each in last three financial years.		
5	The bidder must possess valid BIS License or Equivalent International License.		
6	The Bidder must have average annual sales turnover of Rs 200 Crores or more during the last three Financial years (2019-20, 2020-21 & 2021-22).		
7	The Bidder shall not be blacklisted/debarred by any central/state government institution /electricity utilities as on the date of submission of the bid.		
8	The bidder must have valid PAN No., GST registration in addition to other statutory compliance.		
9	The Bidder must have average annual sales turnover of Rs 200 Crores or more during the last three Financial years (2019-20, 2020-21 & 2021-22).		

The manufacture/supplier should send the compliance of above mentioned parameters in technical offer and has to give an under about no objection to verify his manufacturing facility as a part of tender process.

CHECK LIST

Sl No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED	YES/NO
4	BILL OF MATERIAL (UNPRICED)	YES/NO
5	TECHNICAL BID	YES/NO
6	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
7	PRICE BIDS (IN SEALED ENVELOPE)	YES/NO
8	EMD IN PRESCRIBED FORMAT	YES/NO
9	DEMAND DRAFT OF Rs 1180/- DRAWN IN FAVOUR OF BSES YAMUNA POWER LTD	YES/NO
10	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO
11	E-BIDDING FORMAT	YES/NO
12	CONTACT DETAILS	YES/NO

VOLUME-III

SECTION - I

TECHNICAL SPECIFICATION (TS)

**ANNUAL RATE CONTRACT FOR SUPPLY
OF
TRANSFORMER NEW INSULATING OIL**

NIT NO CMC/BY/22-23/RS/SS/30

Date of Tender: 25.06.2022

Technical Bid Submission Check List

S. No.	Description	BYPL Requirement	Bidder's Compliance
1	Tender No.	Required	
2	Technical Specification reference number	Required	
3	Communication Details		
3.1	Name of the Bidder	Required	
3.2	Name of Authorized contact person	Required	
3.3	Contact No. of Authorized contact person	Required	
3.4	E-mail id of Authorized contact person	Required	
4	Document Submission Format		
4.1	Documents shall be submitted in Box file/spiral binding. Any other format is not acceptable	Required	
4.2	Index of documents with page numbers for each document	Required	
4.3	Separator with document description shall be provided before each document	Required	
5	Qualifying Requirement Compliance		
5.1	Summary of compliance of qualifying criteria in tabular form along with summary of documentary proof provided	Required	
5.2	Detailed Documents supporting compliance of qualifying criteria	Required	
6	Drawings/ Documents as per Technical Specification.		
6.1	Signed copy of technical specification	Required	
6.2	Type Test reports of offered model/ type/ rating	Required	
6.3	Guaranteed Technical particulars (GTP)	Required	
6.4	Deviation Sheet	Required	
6.5	Detailed Drawings	Required	
6.6	Manufacturer's quality assurance plan	Required	
6.7	Other drawing/ documents mentioned in technical specification	Required	
7	Soft copy of complete technical bid through E-mail	Required	
8	Samples as per technical specification.	Not-Required	
<p>Note: Submission of Technical bid check list alongwith all items mentioned in the check list is mandatory. Order of documents shall be strictly as per the technical bid check list. Bids with incomplete/ wrong information are liable for rejection.</p>			

BSES

Technical Specification of Transformer New Insulating Oil

Specification no – BSES-TS-25-TNIO-R0

Rev:	0	
Date:	06 Apr 2022	
Pages:	09	
Prepared by	Jeena Borana	<i>Jeena</i>
	Vani Sood	<i>Vani Sood</i> 06/04/22
Reviewed by	Srinivas Gopu	<i>Srinivas</i>
	Amit Tomar	<i>Amit Tomar</i> 08/04/22
Approved by	Gaurav Sharma	<i>Gaurav</i>
	K. Sheshadri	<i>Jeena</i> 06/04/22

INDEX

RECORD OF REVISION.....	3
1.0 SCOPE OF SUPPLY.....	4
2.0 CODES AND STANDARDS.....	4
3.0 SERVICE CONDITIONS	4
4.0 NEW INSULATING OIL.....	4
5.0 INSPECTION & TESTING.....	6
6.0 PACKING AND DELIVERY	6
7.0 DOCUMENTATION	6
8.0 DEVIATIONS	7
ANNEXURE A GUARATEED TECHNICAL PARTICULARS	8



BSES-TS-25-TNIO-R0

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL

RECORD OF REVISION

Clause No.	Change in Specification	Approved by	Rev

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**1.0 SCOPE OF SUPPLY**

Design, Manufacture, Testing at manufacturers works before dispatch, Packing, Delivery of material and submission of documents to purchaser

2.0 CODES & STANDARDS

The equipment shall conform to this specification and latest revision of following codes with all latest amendments

S no.	Standard	Title of the Standard
2.1	IS 335-2018	New Insulating Oils
2.2	IS 1783	Drums for oils
2.3	IS 4759	Hot dip zinc coating on structural steel and other allied products
2.4	IS: 6855:2017	Method of sampling for liquid dielectrics

3.0 SERVICE CONDITIONS

The insulating oil shall be suitable for following conditions

3.1	Average grade atmosphere	Dry, heavily polluted with corrosive dust
3.2	Maximum altitude above sea level	1000 M
3.3	Design ambient temperature	50 deg C
3.4	Relative Humidity	90 % Max
3.5	Seismic Zone	4
3.6	Rainfall	750 mm concentrated in four months

4.0 NEW INSULATING OIL

The insulating oil shall have following features

Sr. No	Item description	Specification requirement
4.1	Function	
4.1.1	Viscosity	
4.1.1.1	Viscosity at 40 ⁰ C	15 mm ² /s, Max
4.1.1.2	Viscosity at 0 ⁰ C	1800 mm ² /s, Max
4.1.2	Pour Point	- 10 ⁰ C, Max
4.1.3	Water content	30 mg/Kg, Max
4.1.4	Breakdown voltage	
4.1.4.1	New unfiltered oil	30 kV, Min

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL

4.1.4.2	After filtration	70 kV, Min
4.1.5	Density at 20°C	0.895 g/ml, Max
4.1.6	Dielectric dissipation factor at 90°C	0.005, Max
4.1.7	Particle Content	Manufacturer to specify the data
4.2	Refining/Stability	
4.2.1	Appearance of oil	Clear, free from sediment and suspended matter
4.2.2	Acidity	0.01 mg KOH/g, Max
4.2.3	Interfacial tension at 27°C	0.04 N/m, Min
4.2.4	Total sulphur content	Manufacturer to specify the data
4.2.5	Corrosive sulfur	Not-corrosive
4.2.6	Potentially Corrosive sulfur	Not-corrosive
4.2.7	DBDS	Not detectable (<5 mg/kg)
4.2.8	Inhibitor	Not detectable (<0.01%)
4.2.9	Metal Passivator	Not detectable (<5 mg/kg)
4.2.10	Other additives	Manufacturer to specify the data
4.2.11	2-furfural and related Compounds content	Not detectable (<0.05 mg/kg) for each individual compound
4.3	Performance	
4.3.1	Oxidation stability, test duration 164 h	
4.3.1.1	Total acidity	1.2 mg KOH/g, Max
4.3.1.2	Sludge	0.8%, Max
4.3.1.3	DDF at 90°C	0.5, Max
4.3.2	Gassing Tendency	Manufacturer to specify the data
4.3.3	ECT	Manufacturer to specify the data
4.4	Health,safety and Environment	
4.4.1	Flash point	135°C, Min
4.4.2	PCA content Max	3%, Max
4.4.3	PCB content	Nil

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**5.0 INSPECTION & TESTING**

The testing of oil for the specified characteristics shall be done in presence of BSES representative & test certificate shall be submitted to BSES before dispatch		
5.1	Type test as per IS-335	Only type tested oil shall be accepted for bid participation
5.2	Type test reports as per IS-335	Test reports from CPRI/ERDA accredited laboratory shall only be acceptable
5.3	Type test report validity	valid for last 5 years
5.4	Inspection test witness by purchaser	One Sample from any lot (once per rate contract/purchase order) shall be selected and sealed by BSES representative for complete testing (as per Clause 4.0) at CPRI/ERDA. . The cost of this testing should be included within the cost of the oil. In case of unavailability of tests (if any) at either of the laboratories (CPRI or ERDA), then those tests shall be waived off
		No processing or filtration shall be carried out in the laboratory on the sample to be tested
5.5	Acceptance & routine test methods	As per relevant IS with its latest ammendments on each lot
5.6	Inspection by Purchaser	On 15 days advance notice

6.0 PACKING & DELIVERY

6.1	Packing protection	Against leakage, vibration & corrosion
6.2.1	Supply of oil	In (non-returnable) air tight & sealed clean M.S. drum / HDPE barrels of 210 liters As per IS 1783, alternatively in tankers wherever instructed specifically
6.2.2	Quantity of oil in Drum	209 liters
6.3	Marking on drum	a) Manufacturer's name
		b) Oil type &Quantity in liters
		c) PO number
		d) Identification code to track back date and lot of manufacture
		e) ISI mark with CML Number
6.4	Handling instruction	To be marked on packing drum
6.5	Painting of Oil Drum	Inside coating resistant to insulating oil.
		Outer side coating with primer and finishing paint, or hot dip galvanized according to IS: 4759: 1984 for protection against atmospheric corrosion.
6.6	Drum Sealing	To avoid ingress of moisture

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**7.0 DOCUMENTATION**

S.no	Documents to be submitted	With the bid	After Award	
			For Approval	For reference
1	Copy of specification along with company seal & signature on each page.	✓		
2	Duly filled GTP	✓	✓	
3	Valid type test reports	✓		✓
4	Sample of oil in sealed glass bottle for new vendor	✓		
5	BIS license	✓		
6	Reference list of clients/suppliers list for last 3 years	✓		
7	Deviation Sheet (if any)	✓	✓	

8.0 DEVIATION

Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause/GTP. In absence of such a statement, requirements of the Specification shall be met without exception.

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL**Annexure -A GUARANTEED TECHNICAL PARTICULARS**

Bidder to submit hard copy duly filled & signed along with techno commercial offer.

S no	Item description	Specification requirement	Data by Vendor
1.0	Manufacturer Name		
1.1		Address	
1.2		Contact person	
1.3		Contact telephone no	
2.0	Function		
2.1	Viscosity		
2.1.1	Viscosity at 40 ⁰ C	15 mm ² /s, Max	
2.1.2	Viscosity at 0 ⁰ C	1800 mm ² /s, Max	
2.2	Pour Point	- 10 ⁰ C, Max	
2.3	Water content	30 mg/Kg, Max	
2.4	Breakdown voltage		
2.4.1	New unfiltered oil	30 kV, Min	
2.4.2	After filtration	70 kV, Min	
2.5	Density at 20 ⁰ C	0.895 g/ml, Max	
2.6	Dielectric dissipation factor at 90 ⁰ C	0.005, Max	
2.7	Particle Content	Manufacturer to specify the data	
3.0	Refining/Stability		
3.1	Appearance of oil	Clear, free from sediment and suspended matter	
3.2	Acidity	0.01 mg KOH/g, Max	
3.3	Interfacial tension at 27 ⁰ C	0.04 N/m, Min	
3.4	Total sulphur content	Manufacturer to specify the data	
3.5	Corrosive sulfur	Not-corrosive	
3.6	Potentially Corrosive sulfur	Not-corrosive	
3.7	DBDS	Not detectable (<5 mg/kg)	
3.8	Inhibitor	Not detectable (<0.01%)	
3.9	Metal Passivator	Not detectable (<5 mg/kg)	
3.10	Other additives	Manufacturer to specify the data	
3.11	2-furfural and related Compounds content	Not detectable (<0.05 mg/kg) for each individual compound	
4.0	Performance		
4.1	Oxidation stability, test		

TECHNICAL SPECIFICATION OF TRANSFORMER NEW INSULATING OIL

S no	Item description	Specification requirement	Data by Vendor
	duration 164 h		
4.1.1	Total acidity	1.2 mg KOH/g, Max	
4.1.2	Sludge	0.8%, Max	
4.1.3	DDF at 90°C	0.5, Max	
4.2	Gassing Tendency	Manufacturer to specify the data	
4.3	ECT	Manufacturer to specify the data	
5.0	Health,safety and Environment		
5.1	Flash point	135°C, Min	
5.2	PCA content Max	3%, Max	
5.3	PCB content	Not detectable (<2 mg/Kg)	
6.0	Packing & delivery as per specification		YES/NO
6.1	Size of oil drum	210 liter minimum	
6.2	Quantity of oil to be supplied in DRUM	209 liters	
7.0	Copy of Type test report	Submitted along with GTP?	YES/NO
7.1	Deviation sheet	Submitted along with GTP?	YES/NO

Name, Address & contact details of Vendor - _____

Vendor contact person & signature - _____