BSES YAMUNA POWER LTD (BYPL)

Notice Inviting Tender (NIT)

for

"Award of work for Servicing / Repairing of oil-filled Distribution Transformers of various ratings at BYPL's Workshop for 2 Years"

NIT No.: CMC/26-27/BY/CR/PT/RB/AS/JYS/39
(RFx. No.: 2200000280)

Dated: 12.11.2026

Due Date for Submission of Tender: 02.12.2026, 15:00 HRS

Date and Time of opening: 02.12.2026, 15:30 HRS

BSES YAMUNA POWER LIMITED,
Shakti Kiran Building, Karkardooma, New Delhi – 110032
Corporate Identification Number: U40109DL2001PLC111525
Website : www.bsesdelhi.com

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

BSES Yamuna Power Limited

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BSES Yamuna Power Limited

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BSES Yamuna Power Limited

CHECK LIST

(FOR BID SUBMISSION)

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
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BSES Yamuna Power Limited

SECTION- I REQUEST FOR QUOTATION (RFQ)

BSES Yamuna Power Limited

SECTION- I REQUEST FOR QUOTATION (RFQ)

1. GENERAL

BSES Yamuna Power Limited invites sealed tenders on a "**Award of work for Servicing / Repairing of oil-filled Distribution Transformers of various ratings at BYPL's Workshop for 2 Years**".

1.1. The bidder must qualify the requirements as specified in heading "Qualifying Requirements" of this RFQ.

1.2. The sealed envelopes shall be duly super-scribed as:

"NIT No.: CMC/26-27/BY/CR/PT/RB/AS/JYS/39 Dated: 12.11.2026"

for

"Award of work for Servicing / Repairing of oil-filled Distribution Transformers of various ratings at BYPL's Workshop for 2 Years".

1.3. Schedule of the tendering process is given below. Detailed Specification, Scope of Work, Terms & Conditions, etc are mentioned in the Tender documents, which is available on our website.

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Earnest money Deposit	Rs 6.24 Lakh
Duration of the Work	2 Years
Tender documents on sale	12/11/2026 (Working days)
Date & time of Submission of Bid	02/12/2026 till 15:00 HRS
Date & time of opening of Techno-Commercial Bid	02/12/2026 at 15:30 HRS
Estimation Cost	6.24 Cr. For 2 years

1.4. The tender document 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 or Online transfer of the requisite amount through IMPS/ NEFT/ RTGS. The tender document is also available for download from the website www.bsesdelhi.com--> BSES YAMUNA POWER LTD --> Tender --> Open Tenders, payable at Delhi:
Head of Department
Contracts & Material Dept**.**
BSES Yamuna Power Limited
IIIrd Floor, "A" Block, Shakti Kiran Building
Karkardooma, New Delhi -110032

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

1.5. DD shall be accepted for tender fees or Online transfer of the requisite amount through IMPS/ NEFT/ RTGS..

1.6. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

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

2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.

2.3. BSES YAMUNA Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order

2.4. The bid will be summarily rejected if:
(a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions
(b) Bid received after due date and time.

3. EMD

3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following forms:

(a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Yamuna Power Limited valid for 6(six) months from original due date of bid submission.
(b) Fixed Deposit (lien marked in favor of BSES YAMUNA POWER LTD) valid for 6(six) months from original due date of bid submission.

3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Beneficiary Name	: BSES Yamuna Power Limited
Bank Name	: State Bank of India (SBI)
A/c No.	: 10277791808
IFSC Code	: SBIN0009601

3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.

3.4. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be returned within 8 (Eight) weeks after award of the work.

3.5. The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.

3.6. The EMD may be forfeited in case of:

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

(b) The successful Bidder does not

(i) Accept the Purchase Order/Work Order, or

(ii) furnish the required CPBG as per tender terms

(c)The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4. QUALIFYING REQUIREMENTS (QR)

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

4.1 Technical QR:

Sr No	Qualifying Criteria	Documents Required
1	The bidder must be an established manufacturer/repairer with a track record of supplying or repairing a minimum of 250 distribution transformers annually across various ratings, ranging from 25 KVA single-phase/three-phase to 990 KVA transformers, over the past 7 financial years for SEBs/Discoms/ Government Organization/ Reputed Public or Private organizations. Additionally, bidders must have experience operating testing facilities for transformers up to 990 KVA.	(i) Bidders are required to provide the following documents of the transformers supplied/repaired in this regard: a) Details of the transformers supplied/repaired by the bidder in the last seven (7) years. b) Copy of Purchase/Work orders. c) Performance Certificates
2	Bidder should have an office in Delhi NCR or shall open an office in Delhi NCR within 15 days from the date of LOI/Award of contract.	Bidder to submit undertaking/details of such office on their letterhead. The Head/ In-charge of this office should be competent enough to take all decisions related to this contract.

4.2 Financial QR:

1	The average annual turnover of the Bidder, in the financial years (i.e., FY 23-24, FY24-25 & FY25-26) should not be less than Rs 2 Crore.	The bidder shall submit the Annual Turnover Certificate for these years duly certified by a Chartered Accountant. The Turnover certificate must have a UDIN Number.

2	The bidder should have a net worth of Rs 1 Crore as of the last day of the preceding financial year on the date of bid submission.	The bidder shall submit the Certificate of Net Worth duly certified by a Chartered Accountant for the financial year 2025-26. The Net worth certificate must have a UDIN Number.
3	Bidder must provide proof of having solvency of an amount equal to Rs 0.5 Cr from any nationalized/ scheduled commercial bank. It should not be older than 1st April 2026.	Documents to be attached
4	Bidder should fulfil all statutory compliances like PF, ESI registration, etc.	Documents to be attached
5	Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, and lack qualifying pre-requisites to participate in this tender will not be considered.	Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letterhead in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as of the date of submission of the bid. Bidders who are currently debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.
6	The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BYPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BYPL & Its group companies for indefinite period or period as may be decided by BYPL.	Document to be submitted on their Letter head
7	The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.	Document to be submitted on their Letter head

4.3 Other Requirements:

1. The company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and the company’s decision shall be final in this regard.
2. No consortiums allowed.
3. The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to the following:

a. Past three Financial Years (FY 23-24, FY 24-25, FY 25-26) audited financial statements.
b. UDIN-based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period up to 31.03.2026, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to the deposition of such statutory dues.
c. Details of formation/registration of the firm (Proprietary/ Partnership or Company), along with all relevant details.
d. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
e. Organization Chart of the Bidder's Company/organization
f. Experience details with credentials
g. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
h. Work order / Agreement copies along with performance certificates in support of relevant experience
i. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
j. Copy of ESI/PF Registration certificate
k. Copy of PAN/GST no.
l. Copy of GST Return of last Financial Year.
m. Copy of valid Electrical License
n. Non-Disclosure Agreement (NDA) as per the format attached
o. Bidder's details as per the format attached
p. Solvency Certificate issued by the bank

4. For Existing vendors of BYPL, the evaluation will also include the performance in the existing contracts, vis-à-vis performance in terms of HR issues, all statutory Compliance parameters and wage disbursement by Vendors. BYPL reserves the right to qualify or disqualify their bid based on the contract performance, despite them meeting the above-mentioned qualification requirements.

BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder

(a) The company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means. The company's decision shall be final in this regard.

(b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to the following:

i. The last three Financial Years (FY 21-22, FY 22-23 & FY 23-24) audited financial statements. If the audited balance sheet of FY 23-24 is unavailable, then the bidder can submit a provisional balance sheet for FY 23-24 along with a UDIN-based CA certificate.

ii. Bidder to submit UDIN-based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in

nature for the period up to 31.03.2023, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.

iii. Detail of Banks and & Fund & Non-fund-based Credit limit

iv. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)

v. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable

vi. Organization Chart of the Bidders Company/organization

vii. Organization chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma / Graduate Engineers etc.

viii. Experience details with credentials

ix. Number of Employees & necessary details

x. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.

xi. Work order copies along with performance certificates in support of relevant experience

xii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.

xiii. Net worth certificate as elaborated in financial QR

xiv. List of pending litigation with government/other institutions on account of executing any order.

xv. Copy of ESI/PF Registration certificate

xvi. Copy of PAN/GST no.

xvii. Copy of GST Return of last Financial Year.

xviii. Copy of valid Electrical License

xix. Non-Disclosure Agreement (NDA) as per format attached

xx. Bidder's details as per the format attached

xxi. Solvency Certificate

xxii. An undertaking to provide all Tools & Plants, PPEs as per tender scope

(c) For Existing vendors of BYPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wage disbursement by Vendors. BYPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.

(d) BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

5. PRE-BID MEETING:

A pre-Bid meeting shall be organised physically or digitally (through web conferencing platform) at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

The details of the proposed Microsoft teams meeting (if applicable) are given below: -

Time: 27.11.2026 12:00 HRS India
Link: - Microsoft teams
Meeting ID: 455 381 222 126 649
Passcode: w37gL6w3

Join Microsoft teams Meeting link:
https://teams.microsoft.com/meet/455381222126649?p=cn2b95MPMqZx9UEI3a

All queries related to this tender must reach to C&M Department of BYPL at least three days before the date of the pre- bid meeting. All the bidder's queries shall be replied to in the pre-bid meeting. In case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. The bidder or their representatives who intend to bid and who have either purchased tender documents or will pay tender fees for downloaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to the pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document& corrigendum if any.

6. BID SUBMISSION

FOR BIDS INVITED THROUGH E-TENDERING PORTAL:
BSES will carry out E-Tendering through its e-tendering portal **https://srmprdportal.bsesdelhi.com**
Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to
1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com,
2. Ms. Jyothi Sirisha Patri E-mail: jyothi.sirisha@reliancegroupindia.com
2. Mr Abhinav Sharma, E-mail: Abhinav.K.Sharma@reliancegroupindia.com, with your details as per below:

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

b) Trade Name: ……

c) Address of Principal Place of Business: ……

d) Contact Person's Name: ……

e) Contact Person's Designation: ……

f) Contact Person's Mobile No.: ……

g) Contact Person's email ID: ……..

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

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

Bids shall be submitted in 2 (Two) parts on the assigned folder of the e-Tendering site. Please refer to the user manual available at https://srmprdportal.bsesdelhi.com:50001/irj/portal and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-tendering portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.
However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission.

Please mention our NIT Number: - **CMC/26-27/BY/CR/PT/RB/AS/JYS/39** on the Tender and drop the same in our Tender Box placed at BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032

The bids and the outer envelope shall be addressed to:
Head of Department,
Contracts & Material Department,
BSES Yamuna Power Limited,
III Floor, "A" Block, Shakti Kiran Building,
Karkardooma,
New Delhi-110032.
Kindly Note:

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

PART A:: TECHNICAL BID comprising of the following:

Sr. No	Descriptions	Type of Documents
1	**Tender Fee - Demand Draft (Rs.1180/-) (Incl GST)**	1180/-
2	**EMD**	6.24 Lakhs
3	**Power-of-Attorney**	In the standard stamp paper & format
4	**Cover Letter**	Standard Format

Sr. No	Descriptions	Type of Documents
5	**Technical Bid Submission Check List**	Checklist at page no. 7
7	**PQR Compliances**	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 4.0
8	**Signed Tender document**	Original Tender documents duly stamped & signed on each page as a token of acceptance
10	**Bid Form (Unpriced) Duly Signed**	Duly Signed Bid Form as per enclosed format at ANNEXURE – 1.
11	**Acceptance of Reverse Auction**	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at ANNEXURE – 3
12	**Undertakings**	Duly signed self-undertakings as per clause 4 at Section 1 , Format 4.6
13	**Schedule of Deviations**	Duly filled and signed as per enclosed format at Formats Format 4.4
14	**Communication Matrix**	Duly filled and signed as per enclosed format at Format 4.5
15	**Un price Bid Duly Signed**	Duly Signed Un price Bid as per enclosed format at Section VI - PRICE BID FORMAT
16	**Organization Chart & Manpower Details.**	Bidder shall submit the details of Organization & Manpower with qualification and experience.

PART B: PRICE BID :

(a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VII. Any change in price bid format, content may lead to rejection of the bid.

Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION

Reverse Auction (RA) shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure III in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final

no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

7. TIME SCHEDULE

The activities and their timelines are given hereunder which needs to be adhered by the bidders.

S. No.	Activity	Description	Due date
1	Submission of Technical& Commercial Queries, if any	All Queries related to NIT	30.11.2026
2	Pre-Bid Meeting	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting via, the Microsoft Teams Meeting link: https://teams.microsoft.com/meet/455381222126649?p=cn2b95MPMqZx9UEI3a	27.11.2026 at 12.00 HRS
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	02.12.2026 at 15.00 HRS
4	Opening of Techno-Commercial Bid	Opening of PART-A	02.12.2026 at 15:30 HRS
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BYPL.Eauction@relianceada.com

8. AWARD DECISION

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

8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.

8.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BYPL on this shall be final and binding on the bidders.

8.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BYPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BYPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

9. MARKET INTEGRITY

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

- Failure to honour prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT
- Misrepresentation of facts, submitting false and fabricating documents

10. CONFIDENTIALITY

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

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

Bidder(s) who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

The bidder shall sign a Non-Disclosure Agreement (NDA) in the format attached in tender document and submit along with its bid.

11. CONTACT INFORMATION

Technical & Commercial clarification, if any, regarding this tender shall be sought in writing and sent by e-mail to the following e-mail IDs:

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
Head (Workshop) BSES Yamuna Power Ltd, New Delhi	Mr.Sandeep Bansal (HOD_Workshop) Mr. Amardeep Singh (GM- Workshop)	Sandeep.bansal@reliancegroupindia.com (8700909509) Amardeep.B.Singh@relaincegroupindia.com (9303011979)
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 3rd Floor, A Block, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, New Delhi-110032	Ms. Jyothi Sirisha Patri	Jyothi.sirisha@reliancegroupindia.com 011-4124 7703
	Mr.Abhinav Sharma, GM – (C&M)	Abhinav.k.sharma@reliancegroupindia.com 011-4124 9315
	Mr.RakeshBansal Head – (C&M)	Rakesh.bansal@reliancegroupindia.com 011-4124 9230

BSES Yamuna Power Limited

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES YAMUNA Power Ltd (BYPL), hereinafter referred to as the "**Award of work for Servicing / Repairing of oil-filled Distribution Transformers of various ratings at BYPL's Workshop for 2 Years"** as notified in this tender document.

1.1 All the Bids shall be prepared and submitted in accordance with these instructions.

1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.

1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

2. SCOPE OF WORK

Detailed specification/scope of work is provided in Section-V of this tender document.

3. DISCLAIMER

3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BYPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.

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

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

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

3.5. 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).

3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future

3.7. BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.

3.8. The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

"Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT."

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

6. AMENDMENT OF TENDER DOCUMENTS

6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified

(a) by way of uploading the corrigendum/amendment on BSES website (in case of public

tender)
(b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

All such corrigendum & amendments will be binding on the bidders.

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

7. PREPARATION OF BIDS & LANGUAGE

The Bid prepared by the Bidder, and all correspondence, documents etc. relating to the Bid exchanged by the Bidder and the Company shall be written in English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by English translation, in which case, for purposes of interpretation of the Bid. In case of ambiguity in the English translation, interpretation of the Company as regards to translation will be final.

8. DOCUMENTS COMPRISING THE BID

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

(a) Techno-Commercial Bid & Price Bid as elaborated in RFQ. (STRICTLY AS PER FORMAT)
(b) All the Bids must be accompanied with the required EMD &Tender Fees against each tender.

9. BID FORM

The Bidder shall complete “Original” Bid Form and submit it along with details mentioned in Techno-Commercial bid (without filling price).

10. BID PRICES

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

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.

12.2. Notwithstanding above, the Company may solicit the Bidder‘s consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and

consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Tender 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 Tender Documents.

14. FORMAT AND SIGNING OF BID

14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.

14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.

14.3. 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 signed by the person or persons signing the Bid.

15. SEALING AND MARKING OF BIDS

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Original bid must be timely received by the company at the address specified in Section–I, RFQ.

16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

The Bidder is not allowed to modify or withdraw its Bid after the due date of bid submission.

20. EVALUATION OF BID

20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

20.2. BYPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

22.2. 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.

22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.

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

23. EVALUATION AND COMPARISON OF BIDS

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

23.2. 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 later on the Techno-Commercial Proposals and the Conditionality 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.

23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
(a) Contract completion schedule
(b) Conformance to Qualifying Criteria
(c) Deviations from Tender Documents
(d) Conformity and compliance to the conditions/details provided in pre-bid meeting
(e) Change in the quantity from mentioned in the tender

23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.

23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an “Evaluated Bid Price”. Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

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

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

25. COMPANY ’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26. AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.

27. THE COMPANY’S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract. Further

BYPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

28. 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 successful for award of work/order.

The successful Bidder shall be required to furnish acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Company.

29. CORRUPT OR FRAUDULENT PRACTICES

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. In pursuance of this policy, the Company:

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

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

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

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

29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand &aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

30. PROCESS TO BE CONFIDENTIAL

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

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BSES Yamuna Power Limited

SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

BSES Yamuna Power Limited

SECTION – III:

SPECIAL CONDITIONS OF CONTRACT (SCC):

These Special Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed supplementary to and complementary of every other part.

COMMERCIAL TERMS & CONDITIONS:

1. SCOPE OF WORK

The scope of work to be carried out by the contractor shall be repairing/servicing of Distribution Transformers, up to 2MVA as detailed in enclosed Section-IV at BYPL's workshop.

All the manpower, tool and tackles are included in your scope of work. The contractor's scope shall also include handling of waste material generated during the process of trf. Repairing/Servicing. Vendor to provide manpower for disposal of the waste material for incineration through DPCC authorised agency who is in contract agreement with BYPL.

VALUE OF THE ORDER

The item vise rates for above Scope of work shall be as finalized through Tender.
The above rates shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to escalation for any reason whatsoever except increase in minimum wages as per formula mentioned:
If the minimum wages in FY 26-27 are increased beyond 7% the service provider will be proportionately compensated for the increased cost. Amount of compensation (each item rate) = 90% of each item rate * (% of increase in minimum wages in FY (26-27)- 7%)

All the rates applicable for work shall be as per agreed rate schedule. The quantity of work shall be as signed off by our Engineer in charge.
All the repaired transformers shall be shifted/ handed over to our workshop in a condition ready to energize.

Cost of new Copper & Old windings.

All windings shall be manufactured from new copper conductor and new insulating materials. The size & type of new copper conductor should be as per original windings or as per the requirement by Engineer-in-charge. The dimensions (ID, OD, Height, number of turns etc.) of the new copper windings should be a as per original windings.
A sketch indicating details of outer and inner diameter, size and type of conductor, type of windings, thickness & size of core laminations with limbs and window dimensions shall be made by the repairer during JVR. A copy of the same should be sent along with JVR.
All old windings along with other insulating material shall be photograph with date & Time in presence of Engineer in charged at the time of JVR.
Repairer has to take the photographs of above scrap windings & should be handed over

to the engineer in charge.

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

Sample Copper Coil Rate Calculation		
S.no.	Item	Description
1	**Date of Lifting**	01.12.2021
2	LOT NO.	XXX
3	Date Considered for LME (London Metal Exchange) Cu rates (CSP, in US$/Ton)	One Working day before Lifting date (i.e. if Lifting is done on Wednesday than Monday is considered for LME rate, 29.11.2021)
4	Date Considered for US$ rate (in Rs /US$)	One Working day before Lifting date (i.e. if Lifting is done on Wednesday than Monday is considered for US$ rate, 29.11.2021)
5	LME Cu rate (CSP, in US$/Ton)	9,751
6	US$ rate (in Rs/US$)	75.09
7	**LME Copper Rate in Rs/Kg**	(9751X75.09)/1000=732.20
8	**Rate of new copper winding with insulation in Rs/Kg** e/x of GST @ Delhi(*)(@Plus 15% of LME rate in Rs/Kg)	1.15x 732.20=**842.03**
9	Scrap Copper winding Rate in % of New Copper winding rate	78%
10	**Scrap Copper Winding Rate with insulation in Rs/Kg** exclusive of GST @ Delhi(**)	(842.03X 78)/100=**656.78**

Note

(*) GST Shall be paid extra by BYPL

(**) GST Shall be paid extra by the Vendor

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

2. RATES:

The item wise rates for above Scope of work shall be as finalized through this tender. The rates shall be firm for the entire duration of work carried out by you the order and are not subject to escalation for any reason whatsoever. The prices are also inclusive of Loading, Unloading to and fro transportation and insurance and up to the delivery at our site or store.

3. TAX & DUTIES:

Prices shall be inclusive of all taxes and duties including labour cess (Except GST Tax). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). GST Tax at actual shall be paid on submission of GST Tax Registration and self-declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST tax laws. You shall furnish your GST tax registration number.

Any statutory variations i.e. increase/decrease in Taxes/Duties introduces by central Govt. / State Govt. of shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

4. TERMS OF PAYMENT:

100% payment shall be made to you within 30 days on monthly bills for repaired Transformer at our workshop and on submission of your Bill duly certified by Engineer-in-charge . The credit against scrap shall be adjusted in the invoices to be raised.

5. TECHNICAL SPECIFICATION, TEST PROCEDURE & QUALITY ASSURANCE:

As per Annexure VII

6. GUARANTEE/ DEFECT LIABILITY PERIOD:

You shall guarantee for the repairing work carried out solely by you on the transformer for a period of 2 years from the date of handing over to workshop.
All repairs, modifications and replacements carried out by the Contractor to rectify any defects, deficiencies or damages shall be made to the satisfaction of the Company. In case you failed to carry out repair within 60 days, we shall carry out the repairing at your cost.

7. CONTRACT PERFORMANCE SECURITY BANK GUARANTEES:

7.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format 4.2 within 1 month from the date of issue of Order for due performance of the provisions of Purchase and Work Order.

7.2 The Security Performance Bank Guarantee shall be of 5% of the total initial value of order INCLUSIVE OF TAXES & DUTIES and shall be valid till defect liability period, plus three (3) months towards claim period.
7.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.

7.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
7.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

08. IMPORT LICENCE & FOREIGN EXCHANGE:

Import license/foreign exchange, if required, by the Seller for executing this order shall be arrangement by the Seller. Buyer shall not be responsible for the same.

09. S.S.I UNIT:

If the SELLER'S establishment is covered under the purview of Small Scale Industrial Undertakings (SSI Unit) and Ancillary Industrial Undertakings, he shall declare so within one week of receipt of the Purchase Order of its status failing which it will be presumed that it is a non-SSI unit.

10. ARBITRATION:

To the best of their ability, the parties hereto shall endeavour to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act,1996 and the venue of such arbitration shall be New Delhi only.

11. FORCE MAJEURE:

11.1 General:

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

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

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. 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.

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

Contract; and 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 Article 14.1

11.2 Specific Events of Force Majeure:

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

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, and Explosions or fires Public disorder, insurrection, ebellion, sabotage, riots or violent demonstrations of a local character; Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

11.3 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:
Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
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
Use all reasonable efforts to resume full performance of the obligation as soon as practicable
Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
Provide prompt notice of the resumption of full performance or obligation to the other party.

11.4 Mitigation of events of force majeure: The Contractor 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 applying other ways in which to perform 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 Company 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.

11.5 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 Contract. 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.

11.6 Terminations 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 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

12. LIQUIDATED DAMAGES:

The delivery period indicated above shall be guaranteed. In case of a delay, you shall be liable to pay us by way of liquidated Damages @ 1 % of the repairing cost of the Transformer for each weeks delay or part thereof subject to a maximum of 10% of the total value of Order/ for undelivered portion thereof.

13. ACCEPTANCE:

Acceptance of this order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractors and Company contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.

14. SAFETY CODE:

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

The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents. In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or causalities, extent of properly damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

15. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION:

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non- compliance, company shall get the same done at Contractor's risk and costs. While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

1. No construction material/ debris shall be stored on metalled road.

2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and

any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.

4. The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

5. Over loading of vehicles shall be strictly prohibited

6. The construction material at site shall be stored under wet and covered condition.

7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.

8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.

9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.

10. Wet jet in grinding and stone cutting is being permitted at site.

11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties /
other action by the authorities, The Agency shall indemnify BYPL from all liabilities on this account.

16. VENDOR CODE OF CONDUCT:

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by contractor encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract. Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract.

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

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

17. ECONOMIC LIMITS:

The net repairing cost of individual transformer shall be within the Economic Limit decided by BSES. It shall be at BSES's discretion to accept/ reject the transformer for repairing based on the provisional estimate submitted the vendor. Economic limit shall be decided after rate finalization.

BSES Yamuna Power Limited

SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

This GCC shall form an integral part of the Agreement and will be of full force and effect as if they were expressly set out in the body of the Agreement.

Reference to any legislation or law to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, amended, supplemented or re-enacted, and any reference to a statutory provision, shall include any subordinate legislation made from time to time under that provision.

1. DEFINITION & INTERPRETATION

1.1 Definition

In the Agreement (as defined below) the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

1.1.1 "Accounting Year" means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.

1.1.2 "Applicable Laws" means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.

1.1.3 "Change in Law" means the occurrence of any of the following after the execution of agreement:

(i) The enactment of any new Indian Law;

(ii) The repeal, modification or re-enactment of any existing Indian Law;

(iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;

(iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;

(v) It also includes changes in the tax rates upward or downward.

1.1.4 "Change in Service" means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.

1.1.5 "Communication" means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

1.1.6 **"Company**/Owner/Purchaser/First Party " the terms used in this agreement shall refer to BSES YAMUNA Power Limited (BYPL) having its office at Shakti Kiran Building, Karkardooma, Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.

1.1.7 **"Contractor/**Agency/Vendor**"** means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.

1.1.8 Contract" /" Agreement/"Work Order" means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BYPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BYPL.

1.1.9 "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.

1.1.10 "Agreement Value/Consideration" means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.

1.1.11 "Force Majeure" shall have the meaning as ascribed in this agreement and annexures thereto.

1.1.12 "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.

1.1.13 "HSE Conditions" shall mean the BYPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.

1.1.14 "KPI" shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis

1.1.15 "Manpower" means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's

obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.

1.1.17 "Service(s)" / "Works" shall mean Company/BYPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.

1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BYPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BYPL.

1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BYPL, and the permitted legal successors in title to such person, but not any assignee of such person.

1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.

1.1.21 "Tax Invoice" /" Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 Interpretation

In the Contract except where the context requires otherwise:

1.2.1 Words indicating one gender include all genders

1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record

1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force

1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities

1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.

1.2.6 The terms defined in schedule and the BYPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;

1.2.7 The words "include" and "including" shall be construed without limitation

1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.

1.2.9 The word "consent" wherever used, shall mean prior written consent;

1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;

1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right

1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and

1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

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

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

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

3. AMENDMENT

Any modification, amendment or other change to the Agreement shall be affected only by a written instrument signed by the authorized representatives of both, the Company and the Contractor.

4. LANGUAGE AND MEASUREMENT

All correspondence and documents relating to this order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed

area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

6. TAXES & DUTIES

(i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.

(ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.

(iii) Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

(iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.

(v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

(vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.

(vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.

(viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

7. PAYMENT

7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to

deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.

7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice (Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.

7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.

7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

8.1. Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.

8.2. Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified

Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.

8.3. Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

9. TIME ESSENCE OF CONTRACT

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the specified time-lines/ Schedules as per the terms of the contract or as may be instructed by the Company from time to time.

10. LIQUIDATED DAMAGE

10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding. If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in-charge of BYPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:

a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;

b) Equivalent to the penalties defined in various clauses of tender/contract.

10.2. The parties agree that the above amounts, including the amounts set out in the provisions relating to the penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by the Contractor of the terms and conditions of this agreement. The Company shall be entitled to set off the entire amounts due from the Contractor against the amount payable by Company to the Contractor and CPBG.

11. PERIOD OF MOBILISATION

Contractor shall mobilize its resources to carry out the assigned services under this Agreement immediately/in advance so that services are made available from the date of start.

12. OPENING OF SITE OFFICE:

The Contractor shall also open and maintain a site office in the area and depute its authorized representative there.

13. ACCESS TO THE SITE

13.1. The Company shall provide to Contractor the right of access to the Site progressively for the Execution of the Works. The Contractor acknowledges that its access to the Site shall not be exclusive to the Contractor but subject to the restrictions as contained in the Contract as well as the following:

(a) Any public passage or right existing over any part of the Site from time to time;

(b) The rights and obligations of persons or authorities under any Applicable Laws; and

(c) The rights of the Company's Representative, Consultants or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

13.2. If the Contractor foresees any delay in the Execution of the Works due to failure on the part of the Company to provide right of access to the Site, the Contractor shall immediately give written notice to the Company's Representative substantiating its claim for any delay in the execution of the works due to delay in providing the Site. After receipt of such notice, the Company's Representative shall determine extension of time, if any, to be granted to the Contractor and notify the Contractor accordingly. The Contractor acknowledges and agrees that it shall not be entitled to any monetary claim under any circumstances whatsoever due to any delay in handing over of the Site by the Company.

13.3. The Contractor shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Contractor shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed off, in accordance with Applicable Laws.

14. INSPECTION & QUALITY CONTROL

Inspection shall be performed by BYPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BYPL.

15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

15.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.

15.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization

process including closing all pending calls, and handing over all site-related information to the new Contractor/BYPL during this period.

15.3. Within 30 days of the expiry of the contract, the Contractor's representative and BYPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/equipment/services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.

15.4. No payments shall be admissible for the demobilization period/activities.

15.5. In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization period, BYPL at its sole discretion can get the work done / Services rendered/ equipment restored/ repaired/substituted by new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted/recovered from the bills of the contractor or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Contractor's side , of any nature, including the claim citing the award of work to third party and consequences thereof, shall not be maintainable.

15.6. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.

15.7. Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during demobilization/ handover on contract completion.

16. REPORTS AND INFORMATION

The Contractor shall be obliged to submit or furnish to Company, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified/required by company. The information shall be provided in a format to be specified by the company to the Contractor. However, company, reserves the right to revise this format which would be communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

17. STATUTORY OBLIGATIONS

The Contractor shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Contractor is required to be drawn towards the compliance of provision (along with the latest amendments/additions)including any statutory approval required from the Central/State Governments, Ministry of Labour.

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.

- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994

Further the Contractor shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labour acts/codes related to applicable labour laws.

The Contractor shall, prior to commencement of the jobs under this agreement, furnish to the Company the Registration No and Codes of permanent Provident Fund and ESI of its employees.

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labour or other legislations for providing the services under this Agreement.

Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company for reference and records and these insurance policies shall be kept valid at all times.

In case it is desired by any Labour authorities to produce the records with respect to salary/ PF/ESI/EDIL/Bonus etc, the said record/register will be made available by the Contractor.

The contractor shall follow all law of the land and prevailing orders issued by various Govt Departments like Dept of Power / DERC/ NGT/Dept of Forest/ Dept of Environment / DPCB / CPCB/ Court orders etc.

18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

If any non-compliance of any Statutory Obligation is observed then an amount equivalent to 1.5 times of the value of the non-compliance will be retained from outstanding (monthly) payment bill, however; if non-compliance is continued, penalty will be levied as follows:

a. Retained amount will be converted into penalty if Non-compliances are not closed within 60 days
b. Termination of agreement in case non-compliances are not cleared after show cause in writing.
c. The imposition of the penalty is without prejudice to the BYPL's right to terminate the Contract. The closure of the work and final settlement of the contract order shall be effected only after issuance of NOC by BYPL.

19. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT

19.1. The Contractor and its manpower shall adhere to all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.

19.2. During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.

19.2.1.1. Misconduct shall refer to the following:

a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.
b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.
c. Additional interaction with customer not under purview of task to be performed under agreement.
d. Provide other customer services with or without a charge unless directed by BYPL.
e. Accessing BYPL's IT Infrastructure within data centre or anywhere else, in BYPL premises.
f. The contractor’s deputed manpower do not wear the uniform as per the terms and conditions of the contract during the performance of services under the contract.

19.3. BYPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance of field activities.

19.3.1. Any complaints received by BYPL either directly from the customer or observations through audit or any other sources shall be reviewed by BYPL. The decision of the committee on the final action on Contractor shall be binding.

19.4. **PENALTY FOR MISCONDUCT**

(a) The penalty to be imposed in case of misconduct shall be as follows:
In case of any misconduct as defined above, a penalty of Rs 5000/- per incident shall be levied.

(b) In case of multiple incidences of Misconduct:
1) 4 complaints per annum OR
2) more than 1 complaint in a quarter
An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

19.5. The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person

19.5.1. The Contractor shall collect the following documents from the manpower deputed under this agreement, within two weeks of mobilization and shall deposit the same with BYPL as & when demanded, as follows:
(i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
(ii)Permanent Address Proof: Supporting document for permanent address proof of all personnel.
(iii)Identity Proof: Copy of PAN/Aadhar card should be submitted as identity proof for all personnel.

19.6. Contractor shall deploy the manpower in mutual consultation with BYPL. BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.

19.6.1. The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

20. STATUTORY PERMISSION/ APPROVALS

20.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act

and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.

20.2. The Contractor must also submit the following before award of First Work Order under agreement and these shall be renewed time to time:

a) Certificate of registration under Contract labour (R & A) Act 1970.
b) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
c) All employees to have a temporary or permanent ESI Card as per ESI Act.
d) ESI Registration No.
e) GST registration number
f) PAN No.
g) Electrical License as applicable
f) Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Contractor with all Engineer-in-charge responsible for execution of the job before start of the work by the contractor, as per guidelines of HR department.)

20.3. The Contractor must follow/adhere/perform the following task:
(a) To take Third party Insurance Policy before start of work.
(b) To follow Minimum Wages Act prevailing in the state.
(c) Salary / Wages to be distributed not later than 7th of each month.
(d) To maintain Wage- cum - Attendance Register.
(e) To maintain First Aid Box at Site.
(f) To Submit Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
(g) To frame and adhere the Workmen Compensation Policy in compliance with the law.
(h) To obtain Labour license before start of work.
(i) Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & \ other Construction Workers (Regulation of Employment & Conditions of services) Act 1996, as applicable

(j) Registration under “The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.)”, as applicable

Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

20.4. Contractor ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.

20.5. The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:

a) Has paid minimum wages to his manpower along with its proof.
b) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted

20.6. Contractor shall comply with all the amendments to existing acts, upcoming new comprehensive labour acts related to applicable labour law, wage code etc

21. PERMITS, LICENSES & APPROVALS

21.1. It shall be the Contractor's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Contractor, the Company may, where it is necessary to do so, provide reasonable assistance to the Contractor, at the risk and cost of the Contractor, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

21.2. The cost of obtaining the above mentioned permits, approvals and licenses and follow- up of the applications for such permits, approvals and license shall be borne by the Contractor.

21.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

22. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

22.1. It is a legally recognized entity under the laws of India;

22.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

22.3. It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;

22.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;

22.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;

22.6. The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;

22.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;

22.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;

22.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

23. EVENTS OF DEFAULTS

Company may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving written notice to the Contractor, if in the opinion of Company, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract including but not limited to any of the following cases:

23.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.

23.2. Failing to complete Contracts in accordance with the approved schedule of Contract.

23.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.

23.4. Failing to comply with any of the terms or conditions of this Contract.

23.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause “Liquidated Damage” of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.

23.6. Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.

24. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-change within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to/recovered from the Contractor.

25. LIMITATION OF LIABILITY

25.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.

25.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

26. TERMINATION

26.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

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

26.2. PREMATURE TERMINATION

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

(i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
(ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
(iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
(iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take

or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.

(v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.

26.3. TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

27. GOVERNING LAW AND ARBITRATION

27.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

27.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.

27.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

28. FORCE MAJEURE

28.1. General

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

(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

(ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, 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 Agreement and to mitigate the consequences thereof. 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 Agreement; and

(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 the relevant clause

28.2. Specific Events of Force Majeure

Subject to the provisions of the agreement, 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, and\

b. Explosions or fires or flood

(ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

(iii) Declaration of the Site as war zone.

(iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

28.3. Notice of Events of Force Majeure

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

(i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

(ii) Be entitled to suspend performance of the obligation under the Agreement 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.

28.4. Mitigation of Events of Force Majeure

The Contractor 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 applying other ways in which to perform the agreement;

(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 Company 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.

28.5. 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.

28.6. Termination for Certain Events Of Force Majeure

If any obligation of any Party under the Agreement is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Agreement, the Agreement shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.

The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.

The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor either from the present and future amount payable to him or as per law.

29. NOTICE & COMMUNICATION

Any notice or other formal communication to be given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post, A.D. to the addresses of Contractor or BYPL as mentioned herein above or to any other addresses as agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through official e-mail ID of authorized person of Contractor or BYPL.

30. SAFETY CODE

30.1. The Contractor shall ensure adequate safety precautions at site, as required under the law of the land to facilitate safe working, during the execution of work under agreement/work order and

shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.

30.2. The Contractor shall observe the safety requirements as laid down in the agreement and in case of sub-contract/assignment (only after written approval of company), it shall be the responsibility of Contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

30.3. The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

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

30.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BYPL and the safety officer, containing the details of the accident, any injury or causalities, extent of properly damage and remedial action taken to prevent recurrence and in addition, the Contractor shall submit a monthly statement of the accidents to BYPL at the end of each month.

30.6. The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances , testing and fitness of all T&P , PPE, annual safety audit reports etc in line with CEA norms

31. WORKMEN COMPENSATION

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

31.2. The Contractor shall keep the Company indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the Contractor in carrying out the job involved and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.

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

Company as to the amount payable by the Contractor under the provisions of this clause.

32. THIRD PARTY INSURANCE

The Contractor shall, before the commencement of work, take a Third Party Insurance of an adequate value, at his own cost and expenses, securing all the risks/losses/damages which may be caused to any third party and/or BYPL and/or its employees/associates, because of the omission/performance of tasks by the Contractor under this agreement. The full and final settlement of claims raised by third parties shall be the sole responsibility of the Contractor without any liability to BYPL.

It is further agreed by the Contractor that in case of defect/damage to the system because of default on the part of the Contractor, the Contractor shall, at its own cost, be liable to replace/rectify the same at the earliest or make good the loss suffered by BYPL

33. HUMAN RESOURCE ISSUES

(A) The Contractor would execute the works under agreement through its own resources.

(B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

(C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.

(D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.

(E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.

(F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.

(G) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.

(H) All safety wears required for the Contractor's manpower during the execution of work must be

provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.

(I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.

(J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:

(a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

(b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.

(c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I.,GST etc.

(d) Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.

(K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.

(L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.

(M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.

(N) **ID CARD:**

The Contractor will not issue any ID cards to the manpower deputed under agreement, on its own.All ID Cards for the workforce will be issued by BYPL Security ID Card Cell only. The Contractor should maintain the records of Identity Cards of their employees and whenever any employee quits/is removed then his/her Identity card should be collected & submitted to BYPL Security ID Card Cell. Penalty will be imposed on the Contractor in case of violation of the above rule. Contractor shall submit the details/ list of the employees that they are going to be deputed with BYPL Security before the commencement of the work under agreement.

The penalty clause related to employee's ID card shall be as under:

(i) It is agreed by the Contractor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the Contractor shall be bound to intimate BYPL, the details of manpower deputed by Contractor for the performance of task under this agreement in BYPL specified format.

(ii) It is agreed by the Contractor that in case of change of manpower deputed by the Contractor under this instant agreement, the Contractor shall, promptly but not later than twenty four (24) hours of such change, intimate BYPL in writing about the said change and submit the revised details in the BYPL specified format.

(iii) It is further agreed by the Contractor that it shall, promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BYPL Security, to all the personnel deputed by the Contractor. The ID Cards shall also bear the name of the Company/ Contractor, the contact details of the personnel and the Company and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.

(iv) In addition to the events of default as specified in the agreement and annexures thereto including as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the Contractor shall ensure not to commit the same:

(a) of staff found working without valid ID Cards (ID Cards issued by BYPL Security) / Not carrying ID cards to the workplace.

(b) of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for

(c) of staff found carrying Contractor issued ID Cards, instead of through BYPL Security - CONTRACTORs cannot issue ID cards for the manpower deployed on BYPL work.

(d) That the failure by the Contractor in compliance of the terms stated in section above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the Contractor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000/- per person per day and the same shall be deducted/recovered from the monthly bill of the Contractor, without any advance intimation to Contractor by BYPL.

(e) Certification of penalty (defaults and sum penalized) shall be through BYPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to Contractor/ agency.

(f) That in addition to the penalty as specified above, in case of any blacklisted

manpower/personnel is found working/deputed by the Contractor, with BYPL for the performance of work under agreement, the same shall be termed as breach of terms of agreement and annexures thereto and shall, in addition to other penalties and rights available with Company/BYPL, levy a penalty of 1% of the contract value or Rs Fifty Thousand (50000), whichever is lower, and deduct/recover from the monthly bill of the Contractor.

(g) In case of second or subsequent default as specified above, within 6 months from the first default, the same, without prejudice to other penalties/ remedies that can be imposed/resorted under the terms of this agreement, BYPL reserves the right to terminate the contract.

(h) It is further agreed by the Contractor that the imposition of penalty and the quantum thereto shall be the sole discretion of BYPL and no claim/dispute by Contractor, challenging the imposition of penalty and/or the quantum thereto shall be maintainable.

(i) BYPL may review/revise ID card Policy including penalty during the tenure of agreement. This shall be at the sole discretion of BYPL and Contractor shall be liable to comply in full the revised policy, notified time to time.

(j) The Contractor shall submit resumes of its personnel to be deputed/Supervisors within 2 days of Award of Agreement/Work Order for approval and selection by BYPL. BYPL shall conduct interview and select the personnel to be deputed/Supervisors and provide inputs to Contractor for further action and deployment.

(k) The Contractor shall collect the following documents from the personnel deputed under agreement, within two weeks of mobilization and shall deposit the same with BYPL, as follows:

(i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.

(ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.

(iii) Identity Proof: Copy of PAN card should be submitted as identity proof, for all personnel.

Contractor shall share the above information on demand from BYPL.BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.

(O) The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all personnel deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

In case the Contractor does not provide his employees with PIC (Personnel Identity Card), the same shall be provided by the Company and the cost plus 30% overheads shall be recovered from the contractor's bills. This shall be in addition to the right of company to impose/recover penalty over contractor for such default.

(P) Failure by the Contractor's personnel to wear PIC shall attract a penalty of Rs. 1,000/- per incident per day.

(Q) In case, any of the manpower has been found not serving his part of duty on any day as per the instructions, Contractor will be fined at the rate of Rs 500/- per person per day.

(R) A separate penalty as per score card shall be levied.

(S) There will not be duplicity of penalty for the same default.

34. DEPLOYMENT OF RESOURCES

34.1. Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per the format in Section-V, scope of work.

34.2. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.

34.3. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company/Engineer In-Charge finds the resources not suitable or not up to the mark, the Contractor shall deploy the alternate resources immediately.

34.4. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BYPL on a daily basis if required by the Divisional In-charge.

34.5. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.

34.6. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason

and to recover the cost incurred out of the amount payable or become due to the contractor.

35. REPLACEMENT OF RESOURCE(S)

35.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.

35.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.

35.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

36. CONTRACTOR'S OBLIGATIONS

A) General Obligations

36.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's requirements and as implied by the Contract.

36.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BYPL's requirements. The Contractor shall give notice to BYPL, within forty-eight (48) hours of the receipt of BYPL's requirements, of any error, fault or other defect in the BYPL's requirements or such items of reference.

36.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.

36.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BYPL.

36.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BYPL's requirements and other terms of the Contract relating to its risks, liabilities and

obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.

36.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:

(a) The proper transportation of Manpower and materials upto the Site and back.

(b) Availability of skilled Manpower in time.

(c) Compliance with the HSE Conditions and adherence to Contractual terms;

(d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;

36.7 The Contractor shall, whenever required by the BYPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BYPL.

36.8 Train its Manpower in the manner as reflected in their training manual, requirements of BYPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to reliever / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BYPL.

36.9 Contractor agrees to provide all preliminary information or data as may be required by the Company/BYPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.

36.10 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BYPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BYPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.

36.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.

36.12 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BYPL.

36.13 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BYPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BYPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BYPL reserves right to recover a suitable amount as per BYPL discretion. BYPL decision in this regard shall be final & binding.

36.14 The Contractor shall not use the name of the company/BYPL in any manner for credit

arrangement or otherwise and it is agreed that the company/BYPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.

36.15 In case, if the company/BYPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.

36.16 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BYPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.

36.17 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.

36.18 The Contractor shall provide such uniforms as approved by the company/BYPL.

36.19 Immediately on commencement of the Contract, Contractor shall provide complete bio data of each Manpower employed at Site and shall ensure that the information provided in respect of each Manpower is verified and correct.

36.20 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.

36.21 Contractor must ensure that child labour are not to be deployed at the Site.

36.22 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.

36.23 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose

36.24 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.

36.25 If required and on specific instructions by the company/BYPL, Contractor shall periodically rotate the Manpower after every 12 months or period as requested by the company/BYPL. BYPL to Communicate the same to the Contractor atleast 20 working days before rotation of Manpower is intended.

36.26 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.

36.27 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it

would be the sole responsibility of the Contractor without any risk and cost of the BYPL.

36.28 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.

36.29 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not violate any statutory provisions / Applicable Law and shall keep BYPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BYPL reserves right to recover reasonable compensation at the discretionary of BYPL.

36.30 Contractor to provide master plan for deployment of Manpower and related resourced to the Company/BYPL before commencement of the Services. Along with this Contractor shall provide documentations in details covering Manpower details as requested by BYPL.

B) Compliance with Applicable Laws by Contractor

36.31 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters

36.32 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BYPL or seek any extension of time due to its ignorance of any Applicable Law.

36.33 The Contractor shall indemnify the company/BYPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Contractor in relation to the performance of the Services.

36.34 Contractor is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.

36.35 Contractor shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.

36.36 Payment of gratuity (if any) to Manpower will be sole responsibility of the Contractor.

36.37 Contractor to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans. List of Manpower with PF and ESIC numbers to maintained up to date by Contractor and if required to be shared with BYPL.

C) Contractor's Other Obligations

36.38 The Contractor shall also provide the necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to Company. Without such proof, the invoices will not be processed for payment.

36.39 The employees deployed by the Contractor shall be employees of the Contractor.

36.40 At no point in time shall any employee of the Contractor claim to be the employee of the Company.

36.41 The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.

36.42 The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other Company employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the Company shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a medical certificate certifying that the said employee is medically fit. It is further agreed that without such medical certificate, Company shall not permit any such Contractor's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.

36.43 The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.

36.44 The Contractor shall provide uniforms to its manpower and shall provide an authority letter to the its manpower and they shall carry the same when they are on duty at the Company.

36.45 Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.

36.46 The Contractor shall deploy electronic attendance marking system for their Resources and maintain records for the same. The same has to be produced if demanded by the Company.

36.47 The Contractor shall fully guide, supervise and monitor the Contractor's manpower deployed in Company locations by its Supervisors.

36.48 Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to Company along with their inspection report on weekly basis.

36.49 The Contractor undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, BYPL shall be within its rights to make necessary deductions in addition to such rights as available under contract.

36.50 TIMELY DISBURSEMENT OF WAGES

The Contractor shall ensure that monthly wages/salary disbursed to its manpower timely but not

later than 7th of each month. Though the company endeavours to process Contractor's bills on time as per the payment timelines mentioned in agreement (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the Contractor's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfil their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BYPL reserves the right to terminate the agreement in case of second or subsequent repeated instances of delay in disbursal of the wages.

37. THE COMPANY/BYPL'S OBLIGATIONS/RESPONSIBILITIES

37.1 BYPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Contractor .

37.2 BYPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Contractor. However, BYPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.

37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BYPL as and when demanded,

37.4 The Company/BYPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.

37.5 BYPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BYPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.

37.6 BYPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BYPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BYPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

38. INDEMNITY

The Contractor shall indemnity, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnity and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.

The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any negligence or inaction, damage to the property of company caused by the Contractor or its employees.

39. SECRECY & CONFIDENTIALITY

39.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

39.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

39.4 The Contractor shall not use the name/logo/emblem of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

39.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non- performance or observance or non-observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue

of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

39.6 Contractor shall submit signed NDA as per the format 4.3 attached.

40. NON-EXCLUSIVITY

The award of the work order/agreement to the Contractor shall not preclude the Company from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion may place the order on any other party.

41. SEVERABILITY

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

42. ASSIGNMENT & SUBLETTING

The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Contract.

43. ASSIGNMENT BY THE COMPANY

The rights and obligations of BYPL under the Contract shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and BYPL's lenders without consent of the Contractor. Upon written notice of seven Business Days (07 days) by BYPL, the Contract shall be deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Contractor and BYPL shall not be obliged to the Contractor after seven days (07) of issue of any further notice.

44. TREE PRUNING, EXCAVATION NEAR TREES, CONSTRUCTION & DEMOLITION:

All electric wires and high tension cables or other damaging elements shall not be installed on trees in a manner contrary to the directions passed by the honourable High Court of Delhi and must be removed from the trees.

Notwithstanding anything stated in the tender document, work contract or any other communication issued related to the performance of the work order awarded, the vendor and its

associate/employees/worker, during the performance of work under this work order shall ensure full compliance of the provisions of all environment laws/rules/directions by any authority including judicial authority/ regulation related to excavation near tree and construction & demolition activity, and shall mandatorily comply the measures related to the Tree Pruning, excavation near trees, construction & demolition as detailed in Annexure-II of this order.

45. NO JOINT VENTURE

The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract, without the prior written approval of the Company.

46. WAIVER OF RIGHTS

No delay or forbearance by company in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power.

47. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company 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. BYPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly.

48. CONTRACTOR'S EQUIPMENT

48.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.

48.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.

48.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.

48.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

49. AVAILABILITY OF TOOL &PLANT (T&P)

The contractor shall provide T&P to their staff as mentioned in Scope of work. The contractor shall provide all tools in the beginning of contract and shall ensure the proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of make as specified in the Scope of work. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

I. All the T&P shall be tagged / marked as "BYPL-AMC-Div Name-Serial No." , For eg. LNR Divn T&P shall be tagged / marked as "BYPL-AMC-LNR-001" The tagging/ marking shall be done wherever possible

II. A certificate from Engineer-In Charge to this effect under point no. I above and that T&P has been provided to all working staff.

50. FREE ISSUE MATERIAL

50.1. The Company, may provide free issue materials to Contractor in those cases only where it is specifically mentioned in the Contract. Transportation of free issue materials from site / store or place of availability at site to the work area shall be in scope of the contractor.

50.2. Contractor shall submit Reconciliation Statement of these free issue materials along with monthly bill. Reconciliation Statement will show issued quantity of free issue materials/ quantity consumed in work and quantity balance in contractor's stock.

50.3. The Contractor shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the contractor shall be responsible for the safe custody of materials till the materials are utilized, fabricated, erected and accounted for in all respects.

51. VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by Vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the agreement.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the agreement.

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

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

52. DISCLOSURE OF RELATIONSHIP

The Contractor acknowledges & undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The

Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

53. MSME

53.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.

53.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract

53.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.

53.4. The Contractor to furnish the undertaking to the Company in this regard.

54. COVID GUIDELINES

Looking to the prevailing Covid19 situation, Contractor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by MHA / BYPL/ Engineer-in-charge from time to time. Further Contractor shall be required to provide to their staff masks/ sanitizers/ all PPEs required for working in Covid19 situation. The Contractor shall further ensure to work as per the guidelines issued by BYPL and the instruction of the Engineer in charge.

55. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION

All debris shall be removed and disposed off at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non- compliance, company shall get the same done at Contractor's risk and costs.

While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

(a) No construction material/ debris shall be stored on metalled road.
(b) Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
(c) The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to

ensure their non-slippage en-route to avoid air contamination.

(d) The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

(e) Over loading of vehicles shall be strictly prohibited

(f) The construction material at site shall be stored under wet and covered condition.

(g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.

(h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.

(i) If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.

(j) Wet jet in grinding and stone cutting is being permitted at site.

(k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.

(l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.

(m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

The Execution contractor shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Contractor shall be liable for the penalties / other action by the authorities, the contractor shall indemnify BYPL from all liabilities on this account.

56. ENVIRONMENTAL, HEALTH &SAFETY

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

(i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work

(ii) Comply with the procedures provided in the interests of Environment, Health and Safety

(iii) Ensure that all of their employees designated to work are properly trained and competent

(iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or supplier/Contractor s' instructions

(iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work

(v) Provide details of any hazardous substances to be brought onsite

(vi) Ensure that a responsible person accompanies any of their visitors to site

All personnel deputed by Contractor under agreement shall be accountable for the following:

(a) Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed

(b) Keep tools in good condition

(c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment

(d) Develop a concern for safety for themselves and for others

(e) Prohibit horseplay

(f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

57. ACCEPTANCE

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 the Contractor consisting of general conditions and complete scope of work.

Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

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BSES Yamuna Power Limited

SECTION – V : SCOPE OF WORK

1.1 ANNEXURE-I

1.1.1 SCOPE OF WORK FOR REPAIRING

A) Scope of work for repairing work

The scope of work shall be as under:

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

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

(ii) Repairing: -

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

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

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

    Bakelite tube 15mm & 20mm

    Insulation Paper 02mil

Glass sleeve 02 mm

Press Board 2mm

Epoxy Paper (diamond paper) 4 mil in place of 5 mil

Cable ties

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

12. Core Lamination should be checked & cleaned properly with saw dust & cotton dhoti, if there is any damage or heating found in core lamination than varnishing of core lamination.
13. Proper drying of all replaced papers should be ensured while carrying out the Job.
14. Filling of 50% core & testing of turn ratio & Magnetizing current.
15. Complete filling of core & testing of Magnetizing current.
16. Testing of Vector group.
17. Re brazing of delta connection, interconnection of HV discs, Tapping connection, LV Neutral bus bar and LV terminals.
18. Assembly & mounting of tap changer & connecting with tapping leads.
19. Tap changers tapping connection should be properly tightened & spring tension of tap changers rings to be check before use.
20. The operation of the tap changer should be checked properly to ensure proper operation of the same at all tap positions. The no-load voltage at different tap positions should be as per the specified value with the permissible tolerance. The tap position should be brought down to normal tap by lowering the tap and its operation should be checked & finally tap changer handle to be locked at rated tap with bolt.
21. Insulation of HV leads, Delta leads, tapping leads, LV terminals and neutral bus bar with crepe paper, cotton & Bovin tape, Providing of Bakelite tubes, glass sleeves in tapping leads, delta leads & HV leads.
22. The entire paper of the tie rod shall be removed & replaced with new paper.
23. Thoroughly tightening/clamping of core coil assembly.
24. Intermediate testing of core coil assembly before ovening.
25. The complete Core & winding shall be given hot oil bath. Complete coil is to be flushed properly to remove dust.
26. The complete core coil assembly shall be kept in the oven, daily IR value monitoring and shall be taken out when the satisfactory IR values are achieved.
27. Cleaning of Transformer tank, Conservator, HV & LV bushing/metal parts, Cleaning of Radiators with hot oil.
28. If the Paint of inside Tank, conservator is not in good condition than, Complete tank and conservator to be cleaned with emery paper and the original old paint shall be removed. Primer shall be applied

on the complete body and radiator before applying the final paint. The final paint thickness shall not be less than 80 microns with the glossy finish.

29. Removing of gasket with proper tools at every gasket location i.e. at Top cover, HV & LV bushings, conservator plate, explosion vent diaphragm, inspection plate & Radiator.
30. Gasket cutting of Top cover, HV & LV bushings, conservator plate, explosion vent diaphragm, inspection plate & Radiator etc.
31. All gaskets to be changed.
32. Replacement of gasket and oil level indicator of conservator.
33. Replacement of radiators valve gaskets, top cover gasket
34. Replacement of diaphragm and gasket of explosion vent.
35. Replacement of Oil seal of Tap changer operating shaft.
36. Replacement of O rings and gaskets of HV & LV bushing.
37. Servicing of Top and bottom filter valve, radiator valves & Radiator Fins.
38. All types of bushing shall be checked for hair crack and damages and it shall be replaced wherever required. The method of checking the hair crack shall be that the bushing shall be kept in water for more than a day and the megger value should not decrease.
39. In case of bushing having damage, it should be changed to new one.
40. The insulator shall be cleaned properly.
41. Replacement of HV, LV Metal Parts, nut bolts etc.
42. Converting of non-conventional type HV & LV bushings & Metal part to conventional Type.
43. Servicing of accessories and its replacement as per requirement.
44. Servicing of Top and bottom filter valve, radiator valves & Radiator Fins.
45. Pressure cleaning of radiator tube.
46. Assembling of radiators, Tanking of core coil assembly.
47. Refitting of Top cover, explosion vent, HV & LV metal Part & conservator.
48. The oil shall be filtered till required BDV is achieved
49. Fixing of MOG
50. Fixing of OTI
51. Replacement of radiator tubes
52. Fixing of ballone in conservator tank.
53. Topping up of oil in conservator.
54. The silica gel shall be replaced and the bottom cup of the silica gel should be filled with oil.
55. Each earthing point to be checked and it should be free from the paint. Suitable arrangement must be made available for proper connection of the 50x6 strip or earthing jumper for earthing.
56. The diaphragms of the explosion vent should be checked and if found broken, should be replaced.
57. Cross checking of Oil Temperature Indicator (OTI) and calibrate the same if OTI exists on transformer.

58. The wheels of the transformer should be checked for proper movement.
59. Shifting of Transformer to testing Yard.
60. Bottom valve welding & shifting of Transformer from Workshop to Store Yard after painting.
61. Where ever Gas cutting, Welding, Brazing work is required on transformer and its accessories. Contractor shall use commercial gas cylinder with proper measure of safety & security of man and material from fire, while carrying out gas cutting welding, brazing work on transformers, its accessories and shall comply the relevant provision of Rules / Relegations as specified in the relevant ISS.
62. Providing petty Material, if required for Repairing.
63. Cleaning of Workshop yard & shed, by using saw dust, other material & cleaning.
64. Removal of inter turn/layer insulation, spacers, runners etc. from the defective/scrap coils.

(iii) Testing: -

a) Testing of core coil assembly: Providing technician for conducting the following test -
Testing of IR value
Testing of Turn ratio.
Testing of Magnetic balance.
Testing of Magnetizing current.
Testing of winding Resistance.

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

Testing of IR value
Turn Ratio Test
Winding Resistance Test
Magnetic Balance Test
Vector Group
Load loss Test
No Load Loss Test
Double Voltage Double Frequency Test.
High Voltage Test
BDV Test
Transformer to be accepted, if cleared the entire test & value as per the BSES specification.
High pressure test for leakage of oil.

iv) Painting-

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

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

1) Hazardous waste generated during repairing, like – oil soaked cork gaskets, neoprene oil seals, paper insulation, cotton tape, bovin tape, plastics wrap of conductor real, pressboard, Bakelite tube, glass sleeves, insulator etc., to be properly segregated, store & dispose off for incineration to third party authorized by DPCC

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

3) Segregated water to be disposed off to third party approved by DPCC (Delhi pollution control board approved) for incineration.

4) Vendor of Workshop to provide Manpower for the said activity & have authorization of handling the hazardous Waste & should be disposed through the DPCC authorized agency having an agreement with BYPL .

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

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

TERMS AND CONDITIONS FOR REPAIRING OF DT:
Vendor to provide:
All the required T&P, Filtration machine, oil testing kit, megger will be provided by the contractor.

1) Tools & Tackles required for Repairing of Transformer
2) Wooden former & other material for fabrication of Windings as per requirement.
3) Wooden block for keeping core coil assembly as per requirement.
4) Lifting arrangement for coil lifting & coil assembling.
5) Trolley for shifting of core coil assembly.
6) The contractor shall provide a skilled manpower to carry out the work .
7) Welding, Cutting, Brazing set.
8) Commercial Oxygen, LPG & Argon Cylinder.
9) Oil pump, Extension Board, Painting Machine etc.
10) Operation & maintenance of oven, Winding Machine, filter Machine, Pallet truck & others BSES machine/tools used by Vendor are in contractor's scope. Replacement of faulty Spare parts of Oven, Filter Machine, Windings Machines, Pallet truck to be supplied by Vendoe with billed to BSES & other Machine/tools to be provided by contractor.
11) Safety PPE to the Workers (helmet, safety gloves, Safety shoes, Belt, Welding glass, goggles, Clothes etc)
12) Petty material required for Repairing.
13) Insulated scrap conductor will be retained by vendor
14) Installation of MOG & terminal box.
15) Installation of drain valve enclosure.
16) Installation of LV cable support.
17) Providing extra crane, if require
18) Conversion of welded top cover to Nut Bolt Type top cover (supply and installation)
19) Installation of Conservator

BSES to provide

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

S No.	Equipement	Qty (Nos)
1	Sharing M/c	1
2		
3		
4	Fix Drill M/C	1
5		
6	HV Winding M/C	1
7	LV Winding M/C	1

8	Oil Pump (1 HP)	1
9	Filter M/C	1
10	Oven	3
11	Buffing M/C	1
12	Block Cutting M/C	1

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

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

Material to be provided by the contractor

1) HV & LV winding machine 2 nos each upto range of 2 MVA DT coil winding with all required tools & fixtures .
2) Transformer Oil storage Tank -Capacity 5 KL (one No.)
3) Filter machine minimum capacity 3KL/hr 1 no
4) Testing Equipments
   a) Megger 5 kv--- 1 no,
   b) Multi meter---2nos,
   c) Ampere meter 0 to 1000A ---- 2 nos
   d) Milli ampere meter 0- 240 milli ampere------ 2 nos,
   e) Transformer Turn Ratio (TTR) ----- 1 nos
   f) Welding M/c - 1 No with accessories & consumables
   g) Hand Drill M/C - 2 Nos with accessories & consumables
h) Grinder M/c - 3 Nos with accessories & consumables
   i) Lumens meter & Temperaure Meter for Shop Floor
   j) Following items also to be provided by Vendor

1	High pressure jet pump for washing of DTs with one 1000 L syntex water tank for DT washing purpose
2	Air Compressor (min 5 Kgs) with spray Painting accessories for DT Painting
3	All necessary complete set of T&Ps for handling tanking & untanking of DTs
a	Complete set of D spanner set
b	Complete set of ring spanner set
c	Complete set of screw spanner set with plier (cutter, nose etc…)
d	Complete L-key set
e	Electronic hand driven machine for nut-bolt open/close (up to 36 mm)
4	Vaccum Pump set up with accessories for DT radiator leak testing
5	Elcometer for measuring DT paint dry film thickness check up to 250 microns
6	Digital weigh machine (upto 4 decimal) minimum up to 1000 Kgs with 50 Kg dead weight for measuring the JVR & stage copper quantities
7	Digital vernier & micrometer, screw gauge, inner & outer dia calipers, scissors, metal scale (up to 4 feet length), measurement tapes (10m & 50m each) etc… required for DT coil winding repair works

8	Welding Machine (with min. 10 M holder cable), Hand Grinding & Hand Drill machine, Gas Cutter with LPG/Oxygen, Argon welding machine with Cylinder, copper brazing rod (silver coated, 3mm dia). All accessories with consumables in vendor scope, extension cable boards with ELCB protections & 50 M cables (3C x 2.5mm) - 04 Sets, high beam torch for job internal inspections, sealant gun with sealant, teflon tape, lug crimping tool, air blower for dust cleaning, labour handwash detergent, Metal Plate engraving machine, oil soaking saw dust, Tarpene oil & Grease lubricants, water hose pipe (min 40 M) for housekeeping cleaning
9	Oil Extraction Pump with trolley arrangement for DT Oil draining
10	Anything left out but required for DT Service & Repair Handling works to be made available by vendor
11	Complete manpower whole body health check-up as per IMS Norms (yearly basis)
12	MS Transformer Oil Storage Tank 5000 L capacity
13	Total manpower (Minimum)- Site Incharge - 1, Supervisor - 1, C&I technician - 1, Welder - 1, Fabricator - 2, Coil Winder - 3, Coil Winder Helper - 3, Assembler -1, Assembler Helper -1, DT Tanking Mistry - 4, Helper - 4, Housekeeper - 2, Painter - 1, Washing - 1,

Note : Vendor have to provide (atleast one aech) usable from 25KVA -1Ph DT to 2 MVA -3 Ph DTs (except HV Test Bench & Oil BDV M/c) which must include megger , multimeter, TTR, Winding Resistance meter, Leakage Clamp Meter, Clamp Meter etc.. with cable & clamp accessories will be in Vendor scope & must get these instruments duly calibrated by certified NABL agency every year as per IMS policy. Noise meter & Lux meter .

5) **Decibel meter (Range 30 - 130 dB)** in vendor scope to measure & record the noise vibration at transformer workshop shop floor

Maximum outage of Filtration machine permitted shall be 2 days per month. Outage in excess of 2 days' deduction @ Rs 750 per day shall be made.
Deduction @ Rs 250 per day shall be made for non-availability of T&P.
Maximum deduction per day shall be limited to Rs 1250 /- per day.

1.2 ANNEXURE –II

1.2.1 SCOPE OF WORK FOR SERVICING

(i) Servicing of the Oil type distribution transformers

The scope of work shall be as under:

1) Joint physical verification of Transformer at Store Yard & shifting of Transformers from Store Yard to Workshop for Testing & inspection.
2) Complete physical inspection of Transformers.
3) Draining of Transformer Oil, Dismantling of HV & LV bushings, radiators, Opening & Lifting of Top Cover, Untanking of Core Coil assembly
4) Initial testing of Transformer.

a. After performing initial testing and physical inspection, if it is concluded that transformer is not faulty; the transformer will be given for servicing. If it is concluded that transformer is faulty; the transformer should be segregated for repairs.

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

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

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

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

Initial testing of Transformer-

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

e) Magnetizing current.
f) Magnetic balance.
g) Oil BDV

Final testing of Transformer-
a) Testing of IR value
b) Turn Ratio Test
c) Winding Resistance Test
d) Magnetic Balance Test
e) Short ckt Test
f) Double Voltage Double Frequency Test.
g) High Voltage Test
h) BDV Test
Transformer to be accepted, if cleared the entire test & as value as per the BSES specification.
(iii) Painting: -
Proper cleaning of surface with Iron brushes & cotton dhoti.

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

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

B. Painting
Proper cleaning of surface with Iron brushes & cotton dhoti. Vendor to provide Painter & Machine for completion of job
C. Testing of transformer - Providing technician for conducting the following test
Initial testing of Transformer-
a) IR value.
b) Voltage ratio/Turn ratio.
c) Windings resistance test
d) Short ckt test.
e) Magnetizing current.
f) Magnetic balance.

Final testing of Transformer-

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

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

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

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

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

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

TERMS AND CONDITIONS:
Vendor to provide:
1) Tools & Tackles required for Servicing of Transformer
2) Welding, Cutting & Brazing set.
3) Commercial Oxygen, LPG & Argon Cylinder.
4) Supervisor with technician and labors.
5) Operation & maintenance of oven & filter Machine are in contractor's scope. Spare parts of oven & Filter Machine to be provided by contractor.
6) Safety PPEs as per Workshop job - also include nose masks, ear plugs, electrical safety gloves as per 240 V testing & 21 kV High Voltage testing, rubber/neoprene chemical resistant gloves for oil waste handling & disposal, respiratory nose mask for paint worker, aprons & face shields for welder/fabricator/painter.Oil pump, Extension Board, Painting Machine etc.
7) Servicing & Maintenance of Transformer Workshop paint booth including Housekeeping of workshop area.

BSES to provide

1) Filter Machine with Oil testing kit.
2) Free electricity and water.
3) Covered shed for servicing activities
4) Crane for lifting transformer and core coil assembly.
5) BSES will provide set-up for High voltage 21 kVA testing set-up and oil BDV M/c set-up. Rest all test instruments to be vendor scope as Sl. No. 4 .
6) Gaskets, Metal parts, Breather, Tap changer, hard ware, Bushings, new oil etc. shall be provided by BSES.
7) Oven for heating of core coil assembly

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

Policy for Repair and Replacement of BSES-Provided Machinery & Equipment

Objective: To ensure the timely repair, maintenance and replacement of worn-out or defective components of BSES-provided workshop machinery and equipment, thereby ensuring operational reliability, safety and minimum downtime.

Proposed policy provisions:

1. Scope of Work: Repair and replacement of defective or worn-out parts of BSES-provided workshop machinery and equipment, including the supply, installation, testing and commissioning of components.

2. Prior Approval: The vendor shall submit the details of defective components, justification for replacement and estimated repair costs to the Engineer-in-Charge (EIC) for verification and approval before undertaking the work.

3. Procurement of Components: Replacement components shall preferably be genuine OEM parts or technically equivalent parts duly approved by the EIC.

4. Documentary Requirements: The vendor shall submit:

GST-compliant purchase invoice for the components.

Component description, make, model, quantity and technical specifications.

Applicable warranty terms and warranty period.

Repair and service completion report.

Supporting documents for labour and service charges, wherever applicable.

5. Payment Mechanism: Reimbursement of approved component costs shall be based on actual expenditure supported by GST invoices. Labour and service charges shall be payable as per applicable contractual provisions or approved rates. No duplicate payment shall be permitted for activities already covered under the existing contract.

6. Warranty: The vendor shall ensure that the applicable OEM/component warranty is extended to BSES. Any defects attributable to poor workmanship shall be rectified by the vendor without additional cost during the agreed service warranty period.

7. Return of Replaced Parts: All defective or replaced components shall be returned to BSES for verification, reconciliation and disposal as per the prevailing company procedure.

8. Certification and Payment: Payment shall be processed after satisfactory completion of work, successful testing of machinery and certification by the concerned EIC.

9. Vendor Responsibility: Any damage or failure arising due to negligence, improper handling, misuse or non-adherence to prescribed operating and maintenance procedures by the vendor shall be rectified at the vendor's own cost, subject to contractual liability.

10. Financial Approval: All expenditure shall be subject to the applicable Delegation of Power (DOP), budget availability and prevailing C&M procurement procedures.

BSES Yamuna Power Limited

SECTION – VI: PRICE BID

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
	Reparing				
1	Rep. of D/Tr. - 25 KVA Single Phase	EA	250		
2	Rep.of D/Tr. -25 KVA 3 Phase	EA	5		
3	Rep. of D/Tr. - 50 KVA Single Phase	EA	5		
4	Rep.of D/Tr. -50 KVA 3 Phase	EA	5		
5	Rep.of D/Tr. -100 KVA	EA	5		
6	Rep.of D/Tr. -400 KVA	EA	5		
7	Rep.of D/Tr. -630 KVA	EA	5		
8	Rep.of D/Tr. -990 KVA	EA	25		
9	Rep of D/Tr -1600 KVA	EA	5		
10	Rep of D/Tr -2000 KVA	EA	5		
	Testing for Reparing				
11	Testngchrgs for repair-25 KVA 1phase DT	EA	250		
12	Testngchrgs for repair-25 KVA 3phase DT	EA	5		
13	Testngchrgs for repair-50 KVA 1phase DT	EA	5		
14	Testngchrgs for repair-50 KVA 3phase DT	EA	5		
15	Testngchrgs for repair-100 KVA DT	EA	5		
16	Testngchrgs for repair-400 KVA DT	EA	5		
17	Testngchrgs for repair-630 KVA DT	EA	5		
18	Testngchrgs for repair-990 KVA DT	EA	25		
19	Testngchrgs for repair-1600 KVA DT	EA	5		
20	Testngchrgs for repair-2000 KVA DT	EA	5		
	Servicing				
21	Servicing of D/Tr. - 25 KVA Single Phase	EA	180		
22	Servicing of D/Tr. -25 KVA 3 Phase	EA	10		
23	Servicing of D/Tr. -50 KVA single phase	EA	5		
24	Servicing of D/Tr. -50 KVA 3 phase	EA	5		
25	Servicing of D/Tr. -100 KVA	EA	15		
26	Servicing of D/Tr. -400 KVA	EA	25		
27	Servicing of D/Tr. -630 KVA	EA	75		
28	Servicing of D/Tr. -990 KVA	EA	150		
29	Servicing of D/Tr. -1600 KVA	EA	5		
30	Servicing of D/Tr. -2000 KVA	EA	5		
31	Servicing of D/Tr. -400 KVA DRY TYPE	EA	5		
32	Servicing of D/Tr. -630 KVA DRY TYPE	EA	5		
33	Servicing of D/Tr. -990 KVA DRY TYPE	EA	5		
	Testing for Servicing				
34	Testing charges for ser-25 KVA 1phase DT	EA	180		
35	Testing charges for ser-25 KVA 3phase DT	EA	10		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
36	Testing charges for ser-50 KVA 1phase DT	EA	5		
37	Testing charges for ser-50 KVA 3phase DT	EA	5		
38	Testing charges for ser-100 KVA DT	EA	15		
39	Testing charges for ser-400 KVA DT	EA	25		
40	Testing charges for ser-630 KVA DT	EA	75		
41	Testing charges for ser-990 KVA DT	EA	150		
42	Testing charges for ser-1600 KVA DT	EA	5		
43	Testing charges for ser-2000 KVA DT	EA	5		
43	Testing charges FOR 400 KVA DRY TYPE	EA	5		
44	Testing charges FOR 630 KVA DRY TYPE	EA	5		
45	Testing charges FOR 990 KVA DRY TYPE	EA	5		
	Painting				
46	Painting of D/Tr.- 25 KVA 1 phase	EA	430		
47	Painting of D/Tr.- 25 KVA 3 phase	EA	15		
48	Painting of D/Tr.- 50 KVA 1 phase	EA	10		
49	Painting of D/Tr.- 50 KVA 3 phase	EA	10		
50	Painting of D/Tr.- 100 KVA	EA	20		
51	Painting of D/Tr.- 400 KVA	EA	30		
52	Painting of D/Tr.- 630 KVA	EA	80		
53	Painting of D/Tr.- 990 KVA	EA	175		
54	Painting of D/Tr.- 1600 KVA	EA	10		
55	Painting of D/Tr.- 2000 KVA	EA	10		
56	Painting of D/Tr.- 400 KVA DRY TYPE	EA	5		
57	Painting of D/Tr.- 630 KVA DRY TYPE	EA	5		
58	Painting of D/Tr.- 990 KVA DRY TYPE	EA	5		
	Miscellaneous Work				
59	Charges for waste disposing	KG	3200		
60	Disposing of segregated water & sludge	KG	5		
61	Transportation of waste material	TRIP	5		
62	Transportation of oil to Workshop	TRIP	5		
63	Transportation of scrap from workshop to scrap store	TRIP	5		
64	Filling of oil storage tank with residue scrap oil	LITER	220850		
65	Providing a crane for 8 hr shift	Nos.	20		
66	Shifting of material used in repairing/servicing from different store to Transformer Workshop	TRIP	5		
67	Installation of MOG with Material	Nos.	150		
68	Installation of terminal box with Material for MOG	NOS	150		
69	Installation of drain valve enclosure with Material	Nos.	5		
70	Installation of LV cable support with Material	Nos.	5		
71	Oil Filtration charges without servicing of DT	LIT	260000		
72	Conversion of welded top cover to Nut Bolt Type top cover(Supply and installation)	KG	35		
73	Supply & installation of Conservator	KG	10		
74	Tag writing	EA	740		
75	Oil theft arrangement in DT from Drain Valve/Radiator with Material	EA	235		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
76	The paint sludge deposits over the rail beams, trolley, walls of the booth station, water curtain as well the water trench & needs to be cleaned to maintain system efficiency & to avoid system breakdown. The paint sludge deposits are to be collected/ stored properly for discarding as per DPCC norms, over regular interval of time.	EA	12		
77	The mechanical parts of the system such as water circulation pump with motor and air blower with motor, air filter, tying of wire slings to stable the stack chimney, rusted mechanical structure body including valve & pipe with supports etc... needs timely periodic maintenance with part replacements (as applicable) to perform efficiently.	EA	12		
78	The water distribution header has minute pores to spray the water jet equally & systematically, needs to be regularly cleaned as paint particles get deposited and choke the header pipeline thereby leading to breakdown of system.	EA	12		
79	Vendor to carry out & submit reports of quarterly Gas detection of Oven stacks (3 no's) and paint booth stack through authorized third party agency to meet the DPCC Norms.	EA	16		
80	Testing of Copper from NABL certified Lab , for each LOT.	EA	20		
81	Supply & Installation of HT and LT cover in in 3 phase DT's	per KG	200		
82	Supply of Radiator in DT's	per KG	8000		
83	Inspection & testing charges for non - serviceable and non repairable trf.	Each	60		
84	Fabrication of LV bushing socket from epoxy to porcelain with material	Each	10		
85	Fabrication of LA stand for 25 KVA with material	Each	100		
86	Un-tanking and Tanking charges for non-serviceable and non-repairable trf.	Each	60		
87	LV covers for 25 KVA HVDS single phaseTrf with material	Each	100		
88	Fabrication of Breather Pipe (1/2", 1 mtr length, 3mm gauge thk) with material	Each	120		
89	Fabrication/Supply of Trf. tray to stop land contamination with material	Each	15		
90	Fabrication of tap changer handle with material	Each	55		
91	Fabrication of jumpers (Material by BSES)	Each	110		
92	Installation of PRV	Each	430		
93	Installation of LED indicator lamps	Each	430		
94	Installation of radiators with flanges in 2000 kVA DTs	Per set	16		
95	Installation of radiators with flanges in 1600 kVA DTs	Per set	16		
96	Installation of radiators with flanges in 1000 / 990 kVA DTs	Per set	32		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
97	Installation of radiators with flanges in 630 kVA DTs	Per set	16		
98	Installation of radiators with flanges in 400 kVA DTs	Per set	16		
99	Installation of radiators with flanges in 100 kVA DTs	Per set	16		
100	Fit-up, Alignment & Welding of Radiators without Flanges on 2000 kVA DTs	Per set	16		
101	Fit-up, Alignment & Welding of Radiators without Flanges on 1600 kVA DTs	Per set	16		
102	Fit-up, Alignment & Welding of Radiators without Flanges on 1000 / 990 kVA DTs	Per set	16		
103	Fit-up, Alignment & Welding of Radiators without Flanges on 630 kVA DTs	Per set	16		
104	Fit-up, Alignment & Welding of Radiators without Flanges on 400 kVA DTs	Per set	16		
105	Fit-up, Alignment & Welding of Radiators without Flanges on 100 kVA DTs	Per set	16		
106	Fit-up, Alignment & Welding of Radiators without Flanges on 25 kVA - 3 Ph DTs	Per set	16		
107	Fit-up, Alignment & Welding of Radiators without Flanges on 25 / 32.5 kVA - 1 Ph DTs	Per set	860		
108	Cutting & Removal of Tack-Welded Nuts and Bolts & MS Flats from Top Covers of O&M Field-Returned DTs (All 3-Phase & 1-Phase Ratings)	Per DT	50		
109	Tack-Welding of Min. 06 Nuts & Bolts on DT Top Covers for Securing Internal Accessories (All 3-Phase Ratings)	Per DT	400		
110	Tack-Welding of Min. 03 MS Flats on Non-Repairable 25/32.5 kVA 1-Phase DTs for securing Internal Accessories	Per DT	30		
111	Fabrication & Installation of Manual Oil Level Gauges on Conservator Tanks (All 3-Phase Ratings), Including Material Supply	Per DT	15		
112	Fabrication, Riveting & Installation of 32.5 kVA Repaired DT Nameplates with MS Base Stand, Including Material Supply & Machine Engraving of DT details	Per DT	200		
113	Conversion of 07 Nos. to 04 Nos. LT Bushings, Including Base Plate Supply, Fabrication, Welding & Internal LV winding Connection Redesigning & Testing	Per DT	15		
114	Inspection & Testing of DTs on O&M field visits and C&M Store area including vendor transportation of manpower (min. 03 Nos) & DT Testing instruments	Per Trip	15		
115	Supply of MS Plate Trays as per workshop site requirement for placement of DTs in untanking, tanking, coil assembling, core stacking, JVR old coil & core stacking, storage of filled & empty transformer oil drums, storage of hazardous solid wastes containers as per norms to avoid oil spills (Material in vendor scope, MS plate min 3 to 4 mm with lifting hooks)	Per Kg	300		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
116	Chemical Cleaning of Transformer Workshop Floors to Remove Oil Stains & Ensure DPCC Environmental Compliance (Material - caustic & detergent in vendor scope)	Per Sq.foot	6		
117	Maintenance of DT Electric Oven with control panel, including Heater Rod Inspection/Replacement, Blower Fan & Motor Servicing, Internal Cleaning, Wiring Dust Removal and Complete DT winding trolley maintenance with wheel greasing, primer & painting of oven inner/outer structure as required, DT Electric Oven Control Panel (including Pushbutton Checks, wiring & MCCB checks, C&I instrument checks, Internal Cleaning & Dust Removal from Wiring, Cables and Conduits) (cleaning & consumables in vendor scope)	Per Oven	12		
118	Repairing of DT Electric Oven (such as Heater Rod Replacement, Blower Fan & Motor damages, Wiring damages and Trolley damages with wheel etc..), DT Electric Oven Control Panel (such as Pushbutton, ON/OFF isolator replacements, wiring & MCCBs, C&I instruments, Cables and Conduits etc..)(To be billed by vendor to BSES)	Per item	5		
119	Maintenance of Hydraulic Hand Pallet Trucks (suc as Hydraulic Oil Check/Top-up, Leakage Inspection & rectifications, Pump & Lifting Mechanism Servicing, Wheel/Bearing Inspection and Greasing etc..).	Per Mc	4		
120	Repairing of Hydraulic Hand Pallet Trucks (such as Pump & Lifting Mechanism, Wheel/Bearing etc.). (To be billed by vendor to BSES)	Per item	1		
121	Maintenance of BSES-Operated HV & LV Coil Winding Machines (such as Mechanical, Electrical, Drive System & Operational Checks, Lubrication and Fault Rectification, gearbox inspection & oil leak rectifications). (cleaning & consumables in vendor scope)	Per Mc	8		
122	Repairing of BSES-Operated HV & LV Coil Winding Machines (such as Mechanical, Electrical, Drive System, gearbox repairs). (To be billed by vendor to BSES)	Per item	1		
123	Maintenance of BSES-Operated Pedestal Drill Machine (such as Motor, Drill Chuck, Spindle, Belt Drive, Electrical Connections & Lubrication Checks, oil leak rectifications etc). (cleaning & consumables in vendor scope)	Per Mc	4		
124	Repairing of BSES-Operated Pedestal Drill Machine (such as Motor, Drill Chuck, Spindle, Belt Drive, Electrical connections & Protections etc). (To be billed by vendor to BSES)	Per item	1		
125	Maintenance of BSES-Operated Pressboard Slot Cutting Machine (which includes Blade Inspection/Replacement, Motor, Drive System, Alignment, Electrical Connections & Lubrication Checks, oil leak rectifications etc..).	Per Mc	4		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
126	Repairing of BSES-Operated Pressboard Slot Cutting Machine (which includes Blade, Motor, Drive System, Alignment, Electrical Connections protections etc..).	Per item	1		
127	Maintenance of BSES-Operated DT Filter Oil Machine (which includes filter cleaning, Inspection/Replacement, Motor, Drive System, Electrical Connections & Lubrication Checks, oil leak rectifications, heater checking & vacuum oil replacement, oil hose inspection & attending etc..).	Per Mc	4		
128	Repair of BSES-Operated DT Filter Oil Machine (which includes filter Motor, Drive System, Electrical Cable & protection, heater checking & vacuum oil pump & motor, oil hose replacements with fittings etc..).	Per item	1		
129	Housekeeping of Complete DT spare material storage room including material shifting & stacking, arrangement, Labelling & Dust Cleaning.	Per Day	15		
130	Housekeeping of Complete DT scrap storage areas Including material shifting, Stacking, Arrangement, Labelling & Dust Cleaning.	Per Day	15		
131	Unloading, Safe Handling & Proper Stacking of Newly Received Transformer Oil Drums	Per trip	60		
132	Installation & Fitment of Buchholz Relays in 1600 kVA DTs.	Per DT	10		
133	Installation & Fitment of Buchholz Relays in 2000 kVA DTs.	Per DT	10		
134	Installation of OTI, WTI, PRVs with wiring connections & NO / NC continuity check in 1600 kVA DTs	Per DT	10		
135	Installation of OTI, WTI, PRVs with wiring connections & NO / NC continuity check in 2000 kVA DTs	Per DT	10		
136	Repairing of Electric Oven Stacks with support strengthening to ensure Efficient Performance & Maintain DPCC Environmental Compliance (Material in vendor scope)	Per Stack	2		
137	Dewatering of oily-water from DT untanking area civil pits and shifting to ETP area (min. 12 Pits) (Dewatering pump with accessories in vendor scope)	Per Day	60		
138	Supply of hydraulic operated 25kva -1ph LV coil winding machine	No.	1		
139	supply of Shearing Machine (Pressboard cutter, 4 feet blade length, foot operated) with fixtures	No.	1		
140	Supply/Procurement of petty hardware for service/repair of 1 / 3 Phase DTs (nut/bolts, screws, holdtite, grease)	Per Kg	60		
141	Ferrule for LED lamp installation in 25 kVA - 1 Ph DTs (Copper material, size 4mm)	Nos	860		

S.No.	ACTIVITY	UNIT	Proposed Qty for one Year	Price (e/x GST)	Total
a	b	c	d	e	f=d*e
142	Supply/Procurement of liquid consumables for BSES operated machine (gearbox oil, filter M/c vacuum pump oil, red & blue paint - 0.5 L)	Per L	30		
		Total			
		GST@18%			
		Grand Total			

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

NOTE:

i. Prices quoted above shall remain firm for entire duration of the contract from the date of award of contract.

ii. The bidder shall quote the prices strictly in the above format/item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor

The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.

*As per given in scope.

SECTION – VII: TECHNICAL SPECIFICATIONS FOR CONDUCTOR

(A) **CONDUCTOR**

Conductor Material:

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

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

Test required: For Copper Conductor:

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

(B) **PAPER COVERED WIRE & STRIPS**

a) Triple /Double Paper covered copper wire confirming to IS 7404 part 1 latest revision.

b) Triple /Double Paper covered copper strips confirming to IS 7404 part 2 latest revision.

c) Triple/Double Paper covered aluminium wire confirming to IS 6162 part 1 latest revision.

d) Triple/Double Paper covered aluminium strips confirming to IS 6162 part 2 latest revision.

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

Test required

a) Density at 20 deg cent.
b) Dia
   i) bare conductor
   ii) with insulation
c) Elongation (%)
d) Conductivity (% IACS)
e) Tensile strength (N/mm2)
f) Surface Oxide (A) - Only for copper wire and strips
g) Oxygen (ppm) - Only for copper wire and strips
h) Break load test. - Only for aluminium wire and strips.

(C) Super enameled wire & strips

1. Super enamelled copper wire and strips confirming to IS 13730 latest revision.

2. Super enamelled Aluminum wire and strips confirming to IS 13778 latest revision.

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

Test required

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

Conductor Details	Min Size	Max Size	Min TPC Covering	Max TPC Covering	Min enamel coating	Max enamel coating
	(MM)	(MM)	Thickness	Thickness	Thickness	Thickness
			(MM)	(MM)	(MM)	(MM)

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

Annexure

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

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

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

TESTING/ INSPECTIOIN:

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

a) At the time of delivery at workshop, size of bare conductor, size of covering, insulation condition will be checked. Conductor will be rejected if any of these is found not to conform to the specifications or requirement as per Engineer in charge and supplier shall replace the conductor.

b) At the time of coil winding if any deviation in size , shape of conductor, insulation covering and insulation condition, it should be approved by Engineer incharge otherwise, conductor will be rejected and supplier shall replace the conductor.

c) Although the supplier will submit a test certificate but Vendor shall be sending samples from each lot for testing at an accredited lab. If the material is found not in order with the desired specification, the charges and any other penalty which may be levied are to be borne by the supplier. To avoid any complaint, the supplier is advised to send his representative to the store/site to see that the material sent for testing is being sealed in the presence of his representative. Lot will be rejected if any of the test results are found non-confirmed. The NABL certified Test certificate should be submitted within Timeline (45 days). The penalty of Rs 500 per week is imposed for the delay in the submission of the report.

GUARANTEE:

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

BSES Yamuna Power Limited

SECTION-VIII

Estimated Quantity for Repairing & Servicing

Proposed AOPs for Oil Type DT Transformer Workshop				
Rating (kVA)	Proposed AOP FY 27-28		Proposed AOP FY 28-29	
	Service (Nos)	Repair (Nos)	Service (Nos)	Repair (Nos)
25 - 1 Ph	180	250	180	250
25 - 3 Ph	10	5	10	5
50 - 1 Ph	5	5	5	5
50 - 3 Ph	5	5	5	5
100	15	5	15	5
400	25	5	25	5
630	75	5	75	5
990	150	25	150	25
1600	5	5	5	5
2000	5	5	5	5
Total	475	315	475	315

BSES Yamuna Power Limited

ANNEXURE –I : BID FORM

To,

Head of Department,
Contracts & Material Department,
BSES YAMUNA Power Ltd,
IIIrd Floor, A Block,
Shakti Kiran Building, Karkardooma,
Delhi 110032.

Dear Sir,

1 We understand that BYPL is desirous of awarding the contract for…….. (Name of the Work) work in its licensed distribution network area in Delhi.

2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire goods/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.

4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.

5 We agree to abide by this Bid for a period of 180 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 are aware of the provision of all Laws associated with the supply of equipment's/materials or Services and the prices have been quoted accordingly.

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

8 We understand that BYPL is not bound to accept the lowest, or any bid BYPL may receive.

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

10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

Dated this..... day of..... 2024

Signature..... In the capacity of ……

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

(IN BLOCK CAPITALS) .....

BSES Yamuna Power Limited

ANNEXURE – II : BIDDER'S DETAILS

S.No.	Item	Description
1	**Company Name**	
2	BYPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	
12	No. of Manpower on payroll (Executive/Skilled/Sen Skilled/Un-skilled)	
13	No. of Contractual Manpower (Executive/Skilled/S Skilled/Un-skilled)	
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2023-24 (Rs. Cr.)	
26	Turn Over FY 2024-25 (Rs. Cr.)	

27	Turn Over FY 2025-26 (Rs. Cr.)	
28	Profit after Tax FY 2022-23 (Rs. Cr.)	
29	Profit after Tax FY 2023-24 (Rs. Cr.)	
30	Profit after Tax FY 2024-25 (Rs. Cr.)	
31	Profit after Tax FY 2025-26 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

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ATTACHMENT – A

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

A) Major Orders Executed

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

B) Orders Under Execution

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

BSES Yamuna Power Limited

ANNEXURE – III
ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

BYPL intends to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercially 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/Contractor.

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.

For……

Signature:

Name:

Designation:

ANNEXURE – IV:

ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT

1.0 General Requirements

1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipment's belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.

1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.

1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BYPL from time to time.

1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protectiveequipment's like shoes, safety belts, helmets etc. adhering to safety compliance.

1.5 All the equipment's being used shall be timely calibrated and a copy of the same shall be submitted to Safety Department within 4 weeks of the acceptance of contact and thereafter on every renewal.

2.0 EHS Policy

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply Regulations, 2010 shall follow the Environment, Health & Safety policy of BYPL.The contractor shall implement quality, health & safety management systems in accordance to BYPL EHS policy and ensure that intentions of such policy are met.

3.0 Health & Safety Plan

3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submita detailed and comprehensive Contract specific health & safety plan incorporating HIRA (Hazard Identification & Risk Analysis) to BYPL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, will ensure compliance of the contract provisions stated herewith.

3.2 The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BYPL.

3.3 Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BYPL (Head Safety). First cut of the plan shall be submitted to Safety Department within 2 weeks of agreement of contract. After suggested rectification, the final plan shall be submitted to Head Safety not later than 4 weeks of the agreement of contract. A copy of the same shall be given to the engineer in charge also. The document shall carry the signatures of the authorized signatory (the person who has signed the agreement document of contract).

3.4 The health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of BYPL.

4.0 OHS Organization & Responsibility

4.1 The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/ National Safety Council) or trainer, which should be verified earlier by BYPL safety department accordingly. The copy of training certificate shall be submitted to Safety Department within 4 weeks of agreement of contract. Time extension may be given in extraordinary situation subjected to submission of any convincing document carrying valid proof of near future plan of the training.

4.2 The training certificate should not be more than one-year-old.

4.3 Apart from above, as an owner of the company the contractor & their other key persons are also responsible for safety compliance and related issues.

5.0 First Day at Work –Induction Training and Issuance of ID-Card

5.1 The contractor shall ensure that all his workers have under gone the safety induction and have been issued with a valid ID card prior to start work at BYPL site. The proof of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

5.2 All contractor workers shall undergo above as per the BYPL site specific procedure issued from time to time.

5.3 The contractor shall ensure that no worker is in any O&M activities until the valid ID card is issued and the same is available by each worker at site including that of sub-contractor(s).

5.4 In case any worker lost the ID card issued to him, the contractor shall ensure that such incidences are promptly reported to BYPL and duplicate or new ID card is issued immediately after completing formalities as deemed necessary by BYPL.

6.0 Provision of Safe Working Conditions

6.1 Proper barricading shall be created during height work, cable laying work, working on pole, etc. Dimensions of barricading while cable laying work- Height- 2 mtr, Length- 1.5 mtr. There shall not be any gap in between two barricades. LED Bacon light shall be placed at 1st and every 4th barricade. However, while working on pole during supply maintenance work there should be a barricading cone and caution tape . In narrow lanes, where proper barricading as per rules is not possible, use barricading as per the approval of respective safety circle head in writing and copy forwarded to safety and uploading in QMS.

6.2 **PPE' Requirement**

6.2.1 The contractor shall ensure all the required PPEs given in clause 6.2 and shall allow

their workers to start work at site only after proper verification of adequacy of safety gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of BYPL.

Contractor has to ensure the quantity and quality of PPEs during procurement and continuous usage of following PPE's by his staff.

S.NO.	NAME OF THE PPEs	LINEMAN / FITTER/SKILLED	HELPER/UNSKILLED	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Appendix-3) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department along with mentioned certificates within 4 weeks of agreement of contract. The sample of the PPE's being procured by the contractor shall be submitted and approved from the Safety Department beforehand.

6.2.3 The contractor has to provide 3 arc protection face shields in each zone (2 for complaint team and 1 for maintenance team) as per specifications mentioned in clause 6.2.5.6.

6.2.4 If any of the contractor staff found without PPEs, the said PPE's will be issued to them from BYPL store with immediate effect. And the 20% extra amount with procurement cost will be recovered from their next monthly bill cycle.

Note: PPEs shall strictly be as per the brand mentioned in clause 6.2.5

6.2.5 **Technical Specification of the PPEs**

6.2.5.1. Safety Shoes – With Composite / Fiber toes (CE approved / IS 15298) – Mandatory for all personnel working at BYPL O&M. The safety shoes shall meet the following features:

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant
6. Rubber PU Sole

7. Anti-puncture

Lead MAKE: BATA/HONEYWELL/KARAM

6.2.5.2 Safety Helmets: (IS 2925 - 1984 or DGMS) with chin strap – Mandatory for all personnel working at BYPL O&M. The specification of safety helmet shall be as given below:
V-GARD HDPE Yellow With 4 Point Fas Trac Ratchet Suspension

Shell Material	UV stabilized HDPE, Non vented
Suspension	• With 4 Point Fas Trac Ratchet Suspension sewn headband • Textile straps made from polyester Suspension • point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head • Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting
Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM / UFS

6.2.5.3 Full Body positioning Harness: (CE approved / IS 3521 / EN 361 / EN 355) – Shall be used while work is in progress at height more than 1.8 meter or where from a person may fall and get injured. The specification of the Full body harness shall be as given below:

Anchorage	Adjustable two chest attachment D-rings and A dorsal attachment D-ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.
Ergonomics	Idealy. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

There should not be any metallic part in the full body harness.

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

6.2.5.4 Flex Chem Full View Safety Goggles – Shall be used to protect workers eyes from foreign materials and flying particles. Mandatory for all personnel working at BYPL O&M. Safety goggles shall meet the following feature:

1. Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.
3. SoftFlex low profile frosted frame for increased comfort.
4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
6. Sightgard + premium anti-fog coating (EN 166 “N”) with good anti- scratch properties.

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55^0 C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ UFS/3M/KARAM

6.2.5.5 Electrical Insulating Hand Gloves – Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following features:

- Breakthrough manufacturing process for exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.
- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

	For LT work	For HT work
Length	360mm	360mm
Class	2	0
Thickness	3.6mm	1mm
Proof test voltage	20000	5000
Maximum use voltage	11000	1000
Tensile strength	>16mpa[Mega Pascal]	
Puncture resistance	>18N/mm [Newton per mili meter]	
Elongation at break	>600% [Stretching length]	
Tension set	<15%	

- It should be resistant to oil, acid, ultra violet rays and very low temperature.
- Each pair of glove should be marked with class, category, month & year of manufacturing, CE logo, batch no. and certified laboratory no.
- EN certified to electrical and thermal hazards,
- EN certified to thermal & electrical hazards to confirm EN 60-903,
- EN certified to mechanical hazard to EN-388

Lead MAKE: Honeywell / ANSELL/CATU

6.2.5.6 Arc Protection Face Shield

a) ATPV value is 10 cal/cm2
b) It shall have a slotted hard hat and chin guard
c) Visible light transmission (VLT) shall be 70%
d) It should have anti fog lens
e) It should have a provision for replacement of lens and brackets.
f) It should cover the complete face and the complete neck region.
g) It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.
h) Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

6.2.5.7 Certificates required for all PPEs:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distribution ship

The copy of all the certificates shall be submitted to safety department within 4 weeks of agreement of contract.

7.0 Integrated Management System & Audits

7.1 The Contractor shall work in the framework of Integrated Management System (IMS) and shall maintain documentation as prescribed in the IMS Manual of BYPL. IMS Manual can be obtained directly from site engineer/Division Head/Respective Head.

7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, 14001 & 45001 standards of BYPL.

7.3 To verify compliance and to continually improve the management system, all contractors shall be subjected to both internal & external audits.

8.0 Medical Examination

8.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees like lineman, ALM, supervisor, Fitter, welders, gas cutters, drivers and all the workers supposed to work at height (and any other trade specified deemed necessary by BYPL at the time of deployment then annually) before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every year as per the provisions of applicable laws or as prescribed by BYPL with proper record.

8.2 Records of medical examination as described above shall be maintained at the contractor premises and a copy of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

8.3 No person about whom the Contractor knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any O&M operation or other construction work which is likely to involve a risk of any accident either to the worker himself or to any other person.

9.0 Working at Height

9.1 The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of BYPL by authorized personnel.

9.2 The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by BYPL are enforced and complied all the time during activities carried out at height.

9.3 Full body harness and ladder along with the required PPEs shall be used during height work.

9.4 Barricading cone and tape shall be used along with creation of proper safety zone.

10.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences

10.1 In case of any incident/ accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence or near miss or any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be sole responsibility of the Contractor to promptly inform the same to Department Head in prescribed form and also to all authorities envisaged under the applicable laws.

11.0 Suspension of Work

11.1 BYPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.

11.2 In such cases, the contractor shall be informed in writing about the nature of hazards

and possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BYPL shall be conclusive and binding on the Contractor in such aspects.

11.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for wavier of levy of liquidated damages.

11.4 The contractor shall follow and comply with all safety Rules of BYPL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any nonconformity between statutory requirement and safety rules of the BYPL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

12.0 OHS Appreciation Policy

12.1 If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by the BYPL and no accident occurs then BYPL may consider the performance of the contractor and safety score card will be prepared. The best contractor will be appreciated by suitable “SAFETY AWARD” as per scheme as may be announced separately from time to time.

13.0 Safety Motivational Scheme for Contractor Employee

13.1 All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honour with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BYPL safety department. Contractor may ask to BYPL safety people for their presence during awarding time.

13.2 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detailed report of observing the same to be forwarded to safety department every year.

14.0 Guidelines for Penalty Policy Implementation

14.1 Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in **Appendix - 1. (Example – If at first offence persons are found working without safety helmet at 3 locations, the penalty would be 3X2000 = Rs.6000/-)**

14.2 The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.

14.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Department Head and Safety Head.

14.4 Recommending Authority means the Department Head, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.

14.5 Penalties will be imposed for delay in submission of EHS related requirements/documents mentioned in the contract. Once the contract is accepted, the requirements as mentioned in **Appendix- 2 to be submitted within 4 weeks.**

14.5 Safety Head may impose penalty for serious violations directly.

14.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.

15.0 Guidelines for Safety Appreciation Policy Implementation

15.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.

15.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.

15.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.

15.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.

15.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has received.

15.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.

15.7 BYPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

BSES Yamuna Power Limited

Appendix – 1

Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for removal from deployment with BYPL& Fine of Rs.15000/-	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel. Not using Arc Protection Face Shield Not using barricading cone and tape. (Poor quality or damaged item means noncompliance)	# First Offence -Warning Note & Fine of Rs.5000/- # Second Offence - Warning Note for dismissal and a Fine of Rs.10000/- # Third Offense - -Action for the concerned Workmen/ supervisor for removal from deployment with BYPLand a fine of Rs.25000/-	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	# First Offence - Warning Note & Fine of Rs.10000/- # Second Offence - Action for the concerned workmen/ supervisors for removal from deployment with BYPL and fine of Rs.20000/-.	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account

Notes:

Refer clause No. 14 for penalty policy implementation guidelines
If there are 03 violations by an individual employee, his removal from deployment with BYPL
If there are 10 violations in one quarter, will be recommended for termination of contract order.

BSES Yamuna Power Limited

Appendix – 2

Penalty Policy on non- submission of EHS related requirements

Following EHS related requirements to be submitted within 4 weeks of agreement of contract		
Requirement	**Penalty Detail**	**Execution Channel**
1. Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis) 2. Safety supervisor training records on EHS (40 hrs training) 3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor) 4. Bills/challan of PPE's along with test certificates (if procured by the contractor) 5. PPE's receipt by worker (as per Annexure #1) 6. Medical examination record of workers 7. ID card of workers 8. Calibration Certificates of equipments	Delay of 15 days- Warning Note & Consolidated Fine of Rs.5000/- on non-submission of proof of any of these mentioned 8 types of documents On every subsequent delay of 15 days- Warning Note & Consolidated Fine of Rs. 10,000/- on non-submission of proof of any of these mentioned 8 types of documents	Recommendation by OHS-Representative Approval by Safety Head Deduction by Finance & Account

BSES Yamuna Power Limited

Appendix – 3

Format for PPE's Receipt by workers

Name of Site ----------

Division----------

Name of Contractor ----------

S. NO.	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNATURE

Signature of Contractor / Date……..

BSES Yamuna Power Limited

FORMAT – 4.1

EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated[date of submission of bid] for the supply/services of [name and/or description of the goods/sevices] (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 SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032 ,(herein after called —the "Purchaser")in the sum of …… (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_____ 2024. 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 180 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(s)

BSES Yamuna Power Limited

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [___] day of [_____] 2024

1. WHEREAS **M/s BSES Yamuna Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **Shakti Kiran Building, Karkardooma, Delhi 110032**, India hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).

2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____dated _____ (hereinafter referred to as the "Contract") with M/s._____, (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.

3. AND WHEREAS as per clause ____of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] pl. specify the name of Bank) having its head/registered office at [_____] through its branch in _____(pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].……(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Companymay have in relation to the Contractor's liabilities.

7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts

or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.

8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.

9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:

(i) Vary and/or modify any of the terms and conditions of the Contract;

(ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or

(iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.

12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

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

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

15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.

16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be

subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this …… day of …….. …2024 at …….

(Signature)
.....

(Name)
.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

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

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID----------Bank Phone No----------
2. Where to Dispatched the BG -Local Address of bank ----------
3. Where to Dispatched the BG Head Office Address ----------

BSES Yamuna Power Limited

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2024

By And Between

M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at **Shaktikiran Building, Karkardooma, Delhi 110032** (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").

2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

   Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its

representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3.The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

4.The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv)avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.

5.The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.

6.The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).

7.The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

8.This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

_____

Authorized Signatory
Name:
Designation:

For the Receiving party

_____

Authorized Signatory
Name:
Designation:

BSES Yamuna Power Limited

FORMAT – 4.4

NO DEVIATION DECLATATION

NO DEVIATION –A (Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the technical scope of work as mandated in the tender documents subject to the following deviations as mentioned against the applicable technical qualifying requirement:

S.NO	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note-The above template is indicative only, May vary depending on the nature of procurement/value.

NO DEVIATION –B (Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the commercial requirement as mandated in tender document subject to the following deviations as mentioned against the applicable commercial qualifying requirement:

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note:- It is important to explicitly include all such terms and conditions which are considered absolutely necessary to be accepted by bidder without any deviation. Tender document shall have a stipulation that deviation to such criteria shall make the bid liable for rejection.

FORMAT – 4.5

BIDDER'S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

GENERAL INFORMATION	
NAME OF Company	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

Note: No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the company if any changes in the email id on their letter head duly signed by the authorized signatory.

BSES Yamuna Power Limited

Format – 4.6
UNDERTAKINGS
(To be submitted on Bidders Letter Head)

Date: ……

Tender No.: ……..
To
Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shaktikiran Building, Karkardooma,
Delhi 110032
Sir,
We M/s *[name of bidder]*, …… do hereby undertake that

- *[name of bidder]* has "No Litigation" pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder] has* not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statuary compliances as per the laws/rules etc. before the start of the supply/work.
- *[name of bidder]* shall submit an undertaking on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s.

Yours Sincerely,

For ……..

Authorized Signator

BSES Yamuna Power Limited

SCHEDULE - A

SCHEDULE OF GENERAL PARTICULARS

1. Name of the firm:

2. Registered Office Address:

3. Complete Address of the Works:

4. Total space occupied in sq. meters:
   Covered area & open area)

5. Mention Type of Ownership Whether:

   Proprietary/Partnership/Pvt. Ltd./Ltd. Firm

6. Type of industry whether SSI/Medium/Large:

7. Repairing capacity per month of the Distribution transformer:

Note: Enclose photocopies of relevant documents.

BSES Yamuna Power Limited

SCHEDULE – B
FORMAT FOR DETAILS OF PAST SUPPLIES/REPAIRING

	Financial Year	Name of SEBs/ Govt. Department/ Public Sector Utility/Private/ Discoms to whom Dry type trf. supplied/ repaired	Order Reference No.	Rating	Qty.	Total Quantity (For Financial Year)
1.						Rating
2.						Rating

Note: Enclose complete details including performance certificates. Attach additional sheet if required

BSES Yamuna Power Limited

SCHEDULE – C
LIST OF TESTING EQUIPMENTS/INSTRUMENTS

Sl. No.	Name of Instruments	Qty. available	Make	Range

BSES Yamuna Power Limited

SCHEDULE – D
LIST OF TOOLS & TACKLES

Sl No.	Name of tools & tackles	Qty. available	Make

BSES Yamuna Power Limited

SCHEDULE – E

DETAILS OF QUALIFIED PERSONS EMPLOYED IN MANUFACTURE/REPAIR OF TRANSFORMER

S.No.	Name	Qualification	Since when working with tenderer

(a) In respect of graduate Engineers:

(b) In respect of diploma in engineering:

(c) In respect of Technicians:

(d) Total number of other workers employed in manufacture/repair of transformers with the Tenderer:

Skilled workers (Nos.)

Un-skilled workers (Nos.)