



BSES Yamuna Power Ltd.

TENDER NOTIFICATION FOR

ANNUAL MAINTENANCE CONTRACT FOR EHV GRID SUBSTATIONS/ TR.LINES IN BYPL for 2 yrs

w.e.f : 1st August 2018 to 31st July 2020

NIT NO - CMC/BY/18-19/RB/AS/020 dated 29/05/2018

**BSES YAMUNA POWER LTD (BYPL)
SHAKTI KIRAN BUILDING, KARKARDOOMA
NEW DELHI -110032**



BSES Yamuna Power Ltd.

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SECTION – I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “**ANNUAL MAINTENANCE CONTRACT FOR EHV GRID SUB-STATIONS/TR.LINES IN BYPL**”

1.01 The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly subscribed as-**

“**BID FOR ANNUAL MAINTENANCE CONTRACT FOR EHV GRID SUB-STATIONS/TR.LINES IN BYPL for 2 yrs**”

Tender no. :“**NIT NO- CMC/BY/18-19/RB/AS/020 DT 29.05.2017**”.

1.02 BYPL invites sealed tenders from eligible bidders for the above-mentioned work (clause1.01).

- Cost of Tender form (Non- Refundable): Rs.1180/-
- Estimated cost of work (Yearly AMC Value):Section V
- Earnest money Deposit: Rs 6.57lakh (valid for 3 months)
- Duration of the work (AMC): 2 Year (from date of issue of order)
- Tender documents on sale: 29/05/2018 (working days)
- Pre Bid Meeting on 31/05/2018 at 1500 Hrs at GF, OHM hall .
- Date & time of Submission of Tender: 19/06/2018 till 15:00 HRS
- Date & time of opening of Tender: 19/06/2018 at 15:30 HRS(TECHNICAL)

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:

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Limited
III Floor, “A” Block, Shakti Kiran Building,
Karkardooma
New Delhi-110032**

The tender papers will be issued on all working days up to the date mentioned in clause 1.02. The tender documents & detail terms and conditions can also be downloaded from the website www.bsedelhi.com. In case tender papers are downloaded from the above website, then the

bidder has to enclose a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

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

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.

1.2.3 Tender document consists of the following:

- Request For Quotation
- Instructions To Bidder
- General Terms & Conditions
- Estimated Tender Cost
- Existing Resources
- List of Grids and detail of Feeders and Tr. Lines
- Price Format
- Bid Form
- Performa Of Contract Performance Bank Guarantee
- Format For EMD Bank Guarantee
- Vender Code Of Conduct

1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.

1.2.5 BSES Yamuna Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity mentioned in the Tender documents at the time of placing purchase/ work orders.

1.2.6 **Tender will be summarily rejected if:**

- If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank FDR/BG/DD drawn in favor of **BSES Yamuna Power Ltd**, payable at Delhi.
- If Tender is received after due date and time.

1.2.7 It is compulsory for the bidder to quote for each part of Price Format.

1.2.7 Please note that abnormally higher or abnormally lower bids shall not be considered w.r.t. estimated cost

1.2 QUALIFYING CRITERIA:-

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

- The bidder should have experience in project execution or maintenance work for EHV

(33KV & above) / EHV (33KV & above) AMC work in any power distribution Utilities / SEB's/ Discoms / other govt. organizations in last 3 financial years. Preference will be given to those bidders who are having the maintenance experience in Delhi / NCR area.

- The bidder should enclose performance certificates in support of relevant experience.
- Bidder should have average annual turnover of Rs. 4 (Four) Crore or above during the last three financial years. (FY15-16,16-17 & 17-18)
- Bidder should provide solvency certificate of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank.
- Bidder should have valid GSTN Registration .
- Bidder should have PAN No & should fulfill all applicable statutory compliances like PF, ESI registration etc.
- Bidder should have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in NCT of Delhi area.
- Bidder should provide an undertaking that he is not debarred/ blacklisted in any other utilities, SEB's, PSU's in India. Firms who are debarred/ blacklisted will not be considered.

Please Note:

- a) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements
- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- a) Latest balance sheet
- b) Detail of Banker & Cash Credit limit
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) Turnover certificate issued by C.A for the last three Financial Years.

1.3 BIDDING AND AWARD PROCESS:-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. BYPL shall response to the clarifications raised by various bidders

and the same will be distributed to all participating bidders through website.

1.4.1 Bid Submission:

The bidders are required to submit the bid in 2(two) parts and submit in original + one copy to the following address -

**Head of Department
Contracts & Materials Dept.
BSES Yamuna Power Limited
III Floor, "A" Block, Shakti Kiran Building,
Karkardooma
New Delhi-110032**

PART A: **TECHNICAL BID** comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc

PART B: **FINANCIAL BID** comprising of Prices strictly in the Format enclosed in SECTION VIII

TIME SCHEDULE

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

S.No.	Steps	Comprising of	Due Date
1	Pre-Bid Meeting	All Queries (Technical) related to RFQ	31/05/2017 at 1500 Hrs
2	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc	19/06/2017 up to 1500 Hrs
3	PART B Financial Bid	Price strictly in the Format enclosed (Section VIII)	Successful bidders will be intimated



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			through website
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This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with **“Tender Notice No.& Due date of opening“**. The same shall be submitted before the due date & time specified.

Part A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

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 is final.

1.4.2 AWARD DECISION

- 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.
- The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

1.4.3 MARKET INTEGRITY

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

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.



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1.4.4 CONFIDENTIALITY

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

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

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

1.5 CONTACT INFORMATION

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

	Technical	Commercial
Contact Person	Head (CES), BYPL Copy to :Head (C&M)	Head (C&M)
Address	CES Dept BSES Yamuna Power Limited III Floor, "B" Block, Shakti Kiran Building, Karkardooma New Delhi-110032	C&M Dept BSES Yamuna Power Limited III Floor, "A" Block, Shakti Kiran Building, Karkardooma New Delhi-110032

SECTION II

INSTRUCTION TO BIDDERS

A. GENERAL

BSES Yamuna Power Ltd, hereinafter referred to as “The Company“is desirous of awarding “**ANNUAL MAINTENANCE CONTRACT FOR EHV GRID SUB-STATIONS/TR.LINES IN BYPL**”

1.0 SCOPE OF WORK

The scope of work shall include maintenance of EHV GRID SUB STATIONS/TR.LINES in BYPL as detailed in ANNEXURE-II “scope of work”.

2.0 DISCLAIMER

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

2.02 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 anyway from the selection process for the work.

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

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

3 COST OF BIDDING

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

B. BIDDING DOCUMENTS



BSES Yamuna Power Ltd.

4.0 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:

- SECTION- I Request for Quotation
- SECTION - II Instructions to Bidder
- SECTION-III General Terms & Conditions
- SECTION- IV Score Card
- SECTION V Estimated Tender Cost
- SECTION-VI Existing Resources
- SECTION-VII List of Grids and detail of Feeders and Tr. Lines
- SECTION-VIII Price Format
- SECTION -IX Bid Form
- SECTION -X Performa of Contract Performance Bank Guarantee
- SECTION -XI Format for EMD Bank Guarantee
- SECTION -XII: Vender code of conduct

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

5.0 AMENDMENT OF BIDDING DOCUMENTS

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

5.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

5.03 In order to afford prospective Bidders 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.

C PREPARATION OF BIDS

6.0 LANGUAGE OF BID

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

7.0 DOCUMENTS COMPRISING THE BID



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

(a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

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

8.0 BID FORM

8.01 The Bidder shall submit Original "Bid Form" and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

8.02 EMD

Pursuant to Clause 7.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. 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 form:

(a) BG from a scheduled bank in favour of BSES Yamuna Power Limited valid for Three (3) months after last date of receipt of tenders.

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the successful bidders shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

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

Or

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

(i) Accept the Purchase Order, or

(ii) Furnish the required performance security BG.

9.0 BID PRICES

9.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer 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.

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

10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

11.0 PERIOD OF VALIDITY OF BIDS

11.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

11.02 Notwithstanding Clause 11.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

12.0 ALTERNATIVE BIDS

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

13.0 FORMAT AND SIGNING OF BID

13.01 The original Bid Form and accompanying documents (as specified in Clause 7.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.

13.02 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-Authority accompanying the Bid.

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

13.04 Bid shall be signed with stamp by the bidder on all the pages

D. SUBMISSION OF BIDS**14.0 SEALING AND MARKING OF BIDS**

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

14.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with -Technical Bid & Commercial Terms & Conditions ". The price bid shall be inside another sealed envelope with superscribed -"Financial Bid ". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with -"Tender Notice No. & Due date of opening".

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

15.0 DEADLINE FOR SUBMISSION OF BIDS

15.01 The original Bid must be timely received by the Company at the address specified in Section-I

15.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 5.0, 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

16.0 ONE BID PER BIDDER

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

17.0 LATE BIDS

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 14.0, will be declared "Late" and rejected and returned unopened to the Bidder.

18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

18.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

E. EVALUATION OF BID**19.0 PROCESS TO BE CONFIDENTIAL**

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

20.0 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.

21.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

21.01 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.

21.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity,

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

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

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

22.0 EVALUATION AND COMPARISON OF BIDS

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

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

22.03 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) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

F. AWARD OF CONTRACT

23.0 CONTACTING THE COMPANY

23.01 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.

23.02 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



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Bidder's Bid.

24.0 THE 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 anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

25.0 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 further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

26.0 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.

27.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

28.0 CORRUPT OR FRADULENT PRACTICES

28.01 The Company requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. 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 behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and **"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.

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

SECTION-III

GENERAL TERMS & CONDITIONS

TERMS & CONDITIONS

BSES Yamuna Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network in East and Central Circles of BYPL.

Whereas the COMPANY is desirous of engaging a third party and wants to assign the regular, routine, preventive and predictive maintenance of 66/33 KV Grid Sub Stations, O/Head and U/Ground lines, attending to emergency breakdowns covered under the area BYPL.

1.0 DEFINITIONS & INTERPRETATION:

The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

1.1 COMPANY: The terms "Company" shall mean BSES Yamuna Power Ltd. having its office at Shakti Kiran Building, Karkardooma, New Delhi-110032 and shall include its authorized representatives, agents, successors and assigns.

1.2 CONTRACTOR: shall mean the successful tenderer / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.

1.3 CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

1.4 SITE: The terms "Site" shall mean the working location in BYPL area.

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Engineer In-charge shall be DGM (EHV-O&M/TRL) of the respective area (BYPL).

1.6 Good Industry Practice: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

1.7 Effective Date: means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.



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1.8 Rate: The unit rates for the work to be carried out at site shall be as per finalized unit rates through tender and payable by the Company to the Contractor for the due, complete and proper performance of covered under this contract.

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

The CONTRACTOR has to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to his work. The COMPANY shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3.0 LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

4.0 EXECUTION OF WORKS:

The CONTRACTOR hereby confirms and undertakes the full responsibility of the assigned works for carrying out the regular, routine, preventive and predictive maintenance of 66/33 KV Grid Station /Sub Station, O/Head and U/Ground lines, attending to emergency breakdowns covered under the area in BYPL.

The detail of works to be carried out by the CONTRACTOR is as mentioned in ANNEXURE II. However, work allocation shall be communicated by the respective DGM (EHV-O&M/TRL) of the areas. The CONTRACTOR also agrees to undertake any maintenance work pertaining to above Grid Station /Sub Station issued by the COMPANY for maintenance purpose which may be required to be carried out over and above the work highlighted in the ANNEXURE II for the smooth working of the system. To perform above the CONTRACTOR shall deploy minimum manpower & resources as agreed.

The CONTRACTOR shall conduct the maintenance work of highest standards. If at any stage, the COMPANY finds the manpower not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate manpower immediately.

Further, the COMPANY reserves the right of engaging any other agency or resorting to any other suitable means without giving any reason, to carry out these jobs in the event of necessity of the COMPANY or the workmen of the CONTRACTOR refusing to work, going on strike or for any other reason likely to lead to loss of productivity.

The COMPANY also reserves the right to add any Grid and/or expansion units of existing Grids or delete from the scope of work so assigned to the CONTRACTOR if the circumstances so warrant.

The COMPANY and the CONTRACTOR specifically agree to fully co-operate and ensure effective implementation of the Agreement. For the aforesaid purpose, DGM (EHV-O&M/TRL) of each Grids nominated by the COMPANY and nominee of the CONTRACTOR shall work jointly. The CONTRACTOR shall keep the COMPANY informed of the work progress as per the COMPANY'S



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requirement in addition to timely submission of monthly reports to facilitate a review. A daily diary or register shall be maintained by the CONTRACTOR for day today work carried out by the CONTRACTOR as per instructions.

The CONTRACTOR shall ensure availability of all necessary tools and tackles and other equipment new or in working condition for carrying out the assigned jobs by their manpower. A list of tools and tackles to be made available by the CONTRACTOR is enclosed at ANNEXURE III.

It shall be the responsibility of the CONTRACTOR to organize and transport of materials like Cable, Tube light and fittings, lamps, CT & PT & Spares Parts, Oil, equipment, cement, or any other material to be used for maintenance purpose only, issued from any of the COMPANY's Store / Godown to the site of work and back to Stores within the area of work.

System improvement work, augmentation work, C W O works are not covered in scope of the CONTRACTOR.

The COMPANY shall arrange any permission from the local authorities like MCD, DDA, PWD, DJB and Traffic Police. Also, Shut down shall be provided by the COMPANY.

The COMPANY shall provide Electricity and Water free of charge to the CONTRACTOR to the extent possible at single point near the work site for performing the maintenance activities as per scope of work of the agreement.

It shall be the responsibility of the contractor for cleaning of Grids specially removal of Grass, trees from grid surrounding , cleaning of control room , switch gear room, cleaning of washroom etc, under the supervision of AMC supervisor only .

BSES reserves the right to make changes to the scope of work with a view to optimize on the overall cost to BSES. The vendor shall fully cooperate with BYPL in making such changes with an aim for overall cost optimization. The revised charges for AMC shall be jointly agreed upon between BYPL and the vendor in such case.

In case, a mutual consensus on the rates and other terms and conditions is not reached at between BYPL and the vendor, BYPL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by BYPL to maintain uninterrupted operations at site.

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

Contractor will have to give one consolidated PPT every quarter showing progress in the EHV/Tr.Lines parameters and recommendations for betterment of quality power supply to the consumer.

5.0 CONTRACT PRICE:

COMPANY shall pay a FIXED amount on monthly basis as Rates finalized through tender for respective AMC.

The AMC rate shall remain firm and final for the entire duration of contract period and the rates shall not subject to any escalation and variation for any reason whatsoever on account of any factor.(Except any revision in minimum wages by Govt. of NCT during the contract on actual basis).

6.0 TAXES & DUTIES:

All taxes and duties including labour cess (except GST) leviable by State or Central Governments or local bodies shall be to the CONTRACTOR 's account including any taxes and duties which may be levied fresh by the Governments during currency of this Agreement. Income tax will be deducted from your bills as Tax Deduction at Source (TDS).

GST shall be paid extra at actual on submission of Tax Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable service tax laws.

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

7.1 100 % payment shall be made to the VENDOR within 10 Days of receipt of Bills subject to fulfillment of contractual obligations.

7.2 The VENDOR should raise a bill (s) on monthly basis to the COMPANY. All bills shall be submitted to concern DGM (EHV-O&M/TRL) for verification / certification for work along with necessary statutory records; challan slips etc. and also the Certificate to be certified by Engineer in Charge for Minimum wages paid by the VENDOR.

7.3 The Bills shall be certified by DGM (EHV-O&M/TRL), within 2 days from the date of submission and counter signed by AGM.

7.4 The certification of Bills by the DGM (EHV-O&M/TRL) shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the VENDOR satisfactorily which shall hold good for payments of Bills.

7.5 Contractor shall keep a record of attendance of all his employees on a daily basis preferably through a biometric system and submit the same along with the bill.

7.6 Contractor shall provide attendance of staff deployed in a hard copy and a soft copy in an Excel file along with the copy of his bill.

7.7 The company may modify procedure for submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company time to time.

8.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

8.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed



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format (Section X) within 1 month from the date of issue of Order for due performance of the provisions of Work Order.

8.2 The Security Performance Bank Guarantee shall be of 5% of the yearly contract value and shall be valid till contract period, plus three (3) months towards claim period.

8.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.

8.4 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.

8.5 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.

9.0 PROPER AVAILABILITY OF T&P:

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

10.0 OPENING OF OFFICE AT SITE:

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

11.0 SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

12. PENALTY:

Penalty for damage of material issued:

Any damage to material provided by the company the same shall be recovered on cost plus 10 %. The Company shall be entitled to set off the entire amounts due from the CONTRACTOR against the Rates payable by Company to the CONTRACTOR.

13. LIQUIDATED DAMAGES:

In the event of non performance of the VENDOR due to the reasons solely attributable to the VENDOR, the VENDOR shall be liable to pay liquidated damages @ 1% per week per Grid subject to maximum limit of 10 % of the total value (per month).

14.0 HUMAN RESOURCE ISSUES:

14.1 The CONTRACTOR would execute these works through their own resources.

14.2 The CONTRACTOR shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of AMC. Also, the CONTRACTOR shall be sole responsible for making payment for Out-patient department, Hospitalization, Compensation thereof in case of any accident, injury or death.

14.3 The CONTRACTOR shall issue Identity Cards to their employees deployed for execution of the assigned works in the Division with the consent of Division In charge.

14.4 The CONTRACTOR to deploy their manpower immediately for carrying out the work as specified above.

14.5 The CONTRACTOR should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the COMPANY for employment, wages, and allowances or any other related matter, payment etc.

14.6 The CONTRACTOR shall not deploy the manpower below the age of 18 years.

14.7 The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.

14.8 The CONTRACTOR shall be directly responsible for any / all disputes arising between him and his persons and keep the COMPANY indemnified against all losses, damages and claims arising thereof. The CONTRACTOR shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

14.9 All safety wears required for the CONTRACTOR's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc. must be provided by the CONTRACTOR and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work.

14.10 The CONTRACTOR shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The COMPANY shall be at liberty to object to the presence of any representative or employees of the CONTRACTOR at the site, if in the opinion of the COMPANY such manpower has done any act of misconduct or negligence or otherwise undesirable, then the CONTRACTOR shall remove such a person objected to and provide a competent replacement immediately.

14.11 The CONTRACTOR shall ensure that he has complied with the following:

- has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

- has paid the Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).

- Contractor shall disburse the salary of his staff through ECS/ crossed cheque only.

14.12 Deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

14.13 The COMPANY reserves the right to demand the CONTRACTOR's services on holidays as well as beyond the normal working hours.

14.14 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 conditions of this tender.

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

14.16 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 or from any of the bills payable to him or failing which it shall be recovered as per law.

14.17 The CONTRACTOR shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

14.17.1 The Child Labour (Prohibition and Regulation) Act, 1986.

14.17.2 The Contract Labour (Regulation and Abolition) Act, 1970.

14.17.3 The Employee's Pension Scheme, 1995.

14.17.4 The Employee's Provident Funds and miscellaneous provisions Act, 1952.

14.17.5 The Employees State Insurance Act, 1948.

14.17.6 The Industrial Disputes Act, 1947.

14.17.7 The Maternity Benefit Act 1961.



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- 14.17.8 The Minimum Wages Act, 1948.
- 14.17.9 The Payment of Bonus Act, 1965.
- 14.17.10 The Payment of Gratuity Act, 1972.
- 14.17.11 The payment of Wages Act, 1936.
- 14.17.12 The Delhi Shops & Establishment Act, 1954.
- 14.17.13 The Workmen's Compensation Act. 1923.
- 14.17.14 The Employer's Liability Act, 1938.
- 14.17.15 Building & other Construction Worker Welfare Cess Act 1996.
- 14.17.16 Central Electricity Authority (Measures relating to safety & electric supply) Regulation, 2010
- 14.17.17 The Building & other Construction Workers (Regulation of Employment & Conditions of services) Act 1996.
- 14.17.18 The Equal Remuneration Act 1976.
- 14.17.19 Public Liability Insurance Act 1991.
- 14.17.20 Fatal Accident Act, 1855
- 14.17.21 The Personal Injuries (Compensation Insurance) Act 1963.
- 14.17.22 Weekly Holidays Act 1942
- 14.18 Employees not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

14.19 The CONTRACTOR shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment.

Provided that such background check(s) shall be conducted ***with prior consent of the personnel.*** The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employee arising out of or against any such background check(s).

14.20 The contractor will provide requisite data relating to its deployed employees in the form or in any application software to be specified by the company. The periodicity of providing or updating employee data shall be specified by the company."

15.0 STATUTORY PERMISSION/ APPROVALS:

The CONTRACTOR shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary. Broadly, the compliance shall be as detailed in ANNEXURE-I enclosed.



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16.0 TECHNICAL INFORMATION/DATA:

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the COMPANY with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

17.0 CONFIDENTIAL INFORMATION:

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the CONTRACTOR shall not publish or otherwise disclose it to others.

The CONTRACTOR shall, at all times use their best endeavor to keep confidential all information. Accordingly, the CONTRACTOR shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which:

was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ;

is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;

is received by either the COMPANY or the CONTRACTOR from a third party without restriction

is independently developed by either the COMPANY or the CONTRACTOR provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the CONTRACTOR or any other person who has executed a confidentiality undertaking to the COMPANY covering the CONTRACTOR confidential information that is substantially similar to the provision of this section or otherwise with the CONTRACTOR's consent; and (ii) the CONTRACTOR may provide to their employee any information necessary to carry out the services.

18.0 ASSIGNMENT:

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party without the prior written consent of the COMPANY. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

19.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model



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Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, EHV Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

20.0 REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) 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 Contract;
- (iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) It shall procure vehicles and manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
- vi) 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;
- vii) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, 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 result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract.

21.0 FORCE MAJEURE:

21.1 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 parties 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

21.2 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, rebellion, 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

22.0 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall get cancel and 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 the Contractor.

23.0 TERMINATION:

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



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contract up to the date of cancellation of order.

24.0 WORKMEN COMPENSATION:

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

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.

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

25.0 THIRD PARTY INSURNACE:

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

26.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor 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.

27.0 INDEMNIFICATION:

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of



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any of the provisions of this Work Order.

b) Any act or omission of contractor or its employees or agents.

c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including the employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

28.0 GOVERNING LAWS AND JURISDICTION:

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

29.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN

OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT

1. General Requirements

- 1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipments 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.

2. OHS Policy

- 2.1 The contractor as per requirement of CEA 2010 Act & Rules shall follow the Health & Safety policy of BYPL
- 2.2 The contractor shall implement health & safety management systems in accordance to BYPL health & safety policy and ensure that intentions of such health & safety policy are met.

3. Health & Safety Plan

- 3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan and 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.
 - 3.4 Once the health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of BYPL.
- 4. OHS Organization & Responsibility**
- 4.1 The contractor supervisor will play the role of safety supervisor also simultaneously as contractor has to ensure that their competency in safety or EHS with 40 hours training from reputed agency or trainer, which should verify earlier by BYPL safety department accordingly.
 - 4.2 Apart from the above as a owner of the company contractor & their other key person is also responsible for safety compliance and related issues.
- 5. First Day at Work – Trade Test, Medical Examination, Induction Training and Issuance of ID-Card**
- 5.1 The contractor shall ensure that all his workers have undergone the safety induction, required trade test and medical examination and have been issued with a valid ID card prior to start work at BYPL site.
 - 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. Provision of Safe Working Conditions

6.1 The contractor supervisor shall be allowed 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 of BYPL. The list of some standard safety gears and PPE are given as follows. The contractor has to ensure their compliance at site as per the following specifications:

6.1.1 Safety Shoes – With Steel / Fibre toes (CE approved / IS 15298) – Mandatory for all personnel working at BYPL O&M. The safety shoes shall meet the following feature:

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

Lead MAKE: BATA/LIBERTY

6.1.2 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	<ul style="list-style-type: none"> • 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: MSA / KARAM / UFS

6.1.3 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 colour scheme.
Ergonomics	Ideally. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

Lead MAKE: KARAM /LIFEGEAR/UFS

6.1.4 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 spactacles.
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	86.1 mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colours	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylone
Headband	Adustable 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 colour recognition)
Scale number	1.2: luminous transmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55° 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

6.1.5 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 feature

Breakthrough manufacturing process delivers 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.

Length	360mm
Class	4
Thickness	3.6mm
Proof test voltage	40000
Maximum use voltage	36000
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 resist to oil, acid, ultra violet rays and very low temperature.

Each pair of glove should 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

6.1.6 Reflective Safety Jacket – Class –2 Safety Vest mandatory for all personnel working at BYPL O&M.

6.1.7 Warning Tapes – HDPE or LDPE Made of 50 micron thick, non adhesive, width 75mm –Safety Logo embossed at every foot with white and red strips on both sides in Tubular form – Shall be used for barricading area around excavated pit to warn the personnel not to enter in such areas.

6.1.8 Road barricading cone with barricading tape – Shall be used by the worker during the operation / maintenance work.

6.1.9 Arc Protection Suit – shall be used by the worker for all HT/ EHV related works.

6.2 PPE' REQUIREMENT

6.2.1 Contractor has to ensure the compliance of following PPE's at site as said in clause 6.1.

S.NO.	NAME OF THE PPEs	LINEMAN / FITTER	HELPER	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 distribution of required PPE'S among their workers with receiving in attached format (Annexure– 4). The

receiving of PPE's shall be submitted alongwith issuance of format duly signed by individual worker and to be verified/ certified by concern EHV circle Head.

6.3 No repair or maintenance work shall be carried out on any live equipment. The equipment must be declared safe by the BYPL and a permit to work shall be issued by BYPL before work is carried out by contractor.

7. 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 Apex Manual of BYPL.

7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 14001 & OHSAS 18001 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. 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, 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 shall be promptly produced as and when demanded by BYPL.

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. 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.

10. Reporting of Incidents / Dangerous Occurrences

- 10.1 In case of any accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence 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 BYPL in prescribed form and also to all authorities envisaged under the applicable laws.

11. 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 inconformity 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. 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. 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 detail report of observing the same to be forwarded to safety department every year.

14 Guidelines for Penalty Policy Implementation

1. Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations. (Example – If at first offence 3 persons are found working without safety helmet, the penalty would be $3 \times 2000 = \text{Rs.}6000/-$)
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.

3. Recommending authority shall fill the Annexure#1 based upon his factual observations and shall send it to EHV 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 in the Annexure & shall send it back to EHV Head and Safety Head.
4. Recommending Authority means all EHV circle Heads, HODs, Site Safety officer / Supervisor. Representatives from OHS and other personnel authorized jointly by O&M.
5. EHV Head and Safety Head may impose penalty for serious violations directly.
6. All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
7. Safety violations to be considered for Penalty are classified as A, B & C

15. **Guidelines for Safety Appreciation Policy Implementation**

1. Recommending Authority shall write comments of his Appreciation in case of he observes that there is no any safety violations in either of A, B or C classes.
2. Recommending Authority shall send his Safety Appreciation Note in the format given as Annexure# 1 to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.
3. Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
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.
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.
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.
7. BYPL Management shall present one Running Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 11th March



BSES Yamuna Power Ltd.

(National Safety Day) to the contractor, who qualified the safety standard criteria.

Appendix #1

BSES YAMUNA POER LIMITED

Safety Violation – Penalty Policy

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand Gloves (Poor quality or damaged item means noncompliance)	<u>First Offence</u> Warning Note & Rs.2000/- <u>Second Offence</u> Warning Note & Fine of Rs.5000/- <u>Third Offence</u> Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of Rs.15000/-	<ul style="list-style-type: none"> • Recommendation by OHS-Representative/EHV circle Heads/ EHV 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. (Poor quality or damaged item means non compliance)	<u>First Offence</u> Warning Note & Fine of Rs.5000/- <u>Second Offence</u> Warning Note for dismissal and a Fine of Rs.10000/- <u>Third Offence</u> -Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-	<ul style="list-style-type: none"> • Recommendation by OHS-Representative/ EHV circle Heads/ EHV Head • Approval by Safety Head • Deduction by Finance & Account
	Not wearing Electrical Gloves/Electrical Safety Shoes/ Not using electrically safe tools and equipments. (Poor quality or damaged item means non compliance)	<u>First Offence</u> Warning Note & Fine of Rs.5000/- <u>Second Offence</u> Warning Note for dismissal and a Fine of Rs.10000/- <u>Third Offence</u> Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-	
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	<u>First Offence</u> Warning Note & Fine of Rs.10000/- <u>Second Offence</u> Action for the concerned workmen/ supervisors for termination of his job and fine of Rs.20000/-.	<ul style="list-style-type: none"> • Recommendation by OHS-Representative/ EHV circle Heads/ EHV Head • Approval by Safety Head • Deduction by Finance & Account

Notes:

1. Refer clause No. 14 for penalty policy implementation guidelines
2. Refer clause No. 15 for appreciation policy implementation guidelines.
3. If there is 03 violations by an individual employee, services will be terminated.
4. 10 violations per quarter will be recommended for black listing of contract order.

BSES YAMUNA POWER LIMITED
(Name of Site)

Safety Appreciation / Violation Memo

Circle/Area: -----

Date & Time: -----

Name of Contractor: -----

Activity: -----

Name of EHV Circle Head: -----

Appreciation/Penalty Memo#:

S.N	Safety Violation Details	Class (A/B/C)	No. of Violations	Penalty per Violation (Rs)	Penalty Amount (Rs)	Remarks
1						
2						
3						
4						
5						



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Safety Appreciation/Violation Note:

Recommended By: Name: ----- Designation: -----
 ----- Sign/Date: -----

Approved By (EHV Head): Name: ----- Designation: -----
 ----- Sign/Date: -----

BSES YAMUNA POWER LIMITED
(Name of Site)

Monthly Status of PPE's / Tool Kit

Location/Area: ----- Date & Time: -----

Name of Contractor: -----

No. AMC Employee:
Lineman:
ALM:

Status of PPE's

S.N	Name of PPEs / Tool	No. Of PPEs	Condition	Remarks
1	Safety Helmet			
2	Safety Goggle			
3	Electrical Insulating Hand gloves			
4	Full Boddy Harness			
5	Safety Shoes			
6	Reflective Jacket			

Signature / Date

BSES YAMUNA POWER LIMITED
(Name of Site)

Monthly Status – Accident / Incident

Location/Area: -----

Date & Time: -----

Name of Contractor: -----

Table – 1: Summary of Accident / Incident / Near Miss / Dangerous Occurences / First Aid :

S.N	Type of Accident / Incident / Near Miss / Dangerous Occurences / First Aid	Person Injures	Brief Discription
1			
2			
3			
4			
5			

Table – 2: Learning from Incidents:

S.N	Brief Discription	Root Cause	Recommendation
1			
2			
3			
4			
5			

Table – 3: Summary of Person Injured:

S.N	Name of Employee	Emp. ID / Designation	Type of Injury	Duration of Medical Rest	
				From	To
1					
2					
3					
4					
5					

Table – 3 : Safety Inspections / Violation

S. No.	Date	Location	Discrepancies	Compliance
1				
2				
3				
4				
5				

Table – 4 : Health & Safety Complaints & Sugesstions :

S. No.	Date	Location	Complaints / Sugestion
1			
2			
3			
4			
5			

Measures to avoid recurrences for all above mentioned discrepancies (Attach relevant documents if required)

Signature / Date

BSES YAMUNA POWER LIMITED
(Name of Site)

Format – PPE’s Receipt by workers

Circle/ Location :

Name of Contractor :

S. N O.	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNATURE

Signature of Contractor / Date.....

30. INSURANCE POLICY FOR LIFE COVER: Contractor must take Life Insurance Policy for staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the company. The Policy shall have coverage of Rs. 10 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents). The Premium amount for such life cover policy shall be reimbursed at actual to the Contractor by the Company as mutually agreed.

31. NOTICE:

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Yamuna Power Ltd.
Shakti Kiran Building, Karkardooma,
New Delhi-110 032

32. PERFORMANCE:

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR as per terms mentioned in the SECTION - IV. The basis and process is described in SECTION – IV.

33. ALLOCATION OF GRIDS SUB STATION:

To perform the Grids AMC effectively, the Contractor shall be allocated grid substation in the respective Circle. Allocation of grid substation shall be done by respective Circle in-charge and the contractor shall take proper electricity connection and timely pay the bills.

34. ENTIRE AGREEMENT:

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

35. AMENDMENT:

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

36. EFFECTIVE DATE AND VALIDITY:

The award of work shall become effective for all purposes from 1st August 2017 and shall remain valid up to 31th July 2018. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR.



BSES Yamuna Power Ltd.

38. 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 Contractor consisting of general conditions, 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 CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

ANNEXURE-I**STATUARY REQUIREMENT**

The Contractor should obtain and submit the following details before commencement of work.

- ❖ Certificate of registration under Contract labour (R & A) Act 1970.
- ❖ PF Code No. and all employees to have PF A/c No. under PF Act, 1952
- ❖ All employees to have a temporary or permanent ESI Card as per ESI Act.
- ❖ ESI Registration No.
- ❖ To follow Minimum Wages Act prevailing in the state.
- ❖ The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC). A certificate to this effect should be certified & enclosed with the bill.
- ❖ To maintain Wage cum Attendance Register.
- ❖ To maintain First Aid Box at Site.
- ❖ Service Tax registration number.
- ❖ Electrical License.
- ❖ Workmen compensation policy.
- ❖ Third party Insurance Policy.
- ❖ PAN number.
- ❖ 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.
- ❖ The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
- ❖ The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
 - (I) Has paid minimum wages to his manpower.
 - (II) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.
- ❖ Group personnel accident policy for all employees (minimum of Rs. 10 Lac).

ANNEXURE- II**SCOPE OF WORK****A. RECTIFICATION & MAINTENANCE OF 66/33 KV O/HEAD AND U/GROUND SYSTEM AND GRID S/STNS:**

- Patrolling of Lines.
- Repairing/replacement of jumpers.
- Trimming of tress.
- Replacement of Disc Insulators.
- Replacement of Pin Insulator.
- Stringing of Conductor.
- Stringing of Earth Wire.
- Stringing of Aerial Earth Wire of Tower Line.
- Providing of Broken Stays.
- Repairing of Damaged conductor and its re-sagging.
- Mounting/un-mounting of cable and boxes.
- Providing manpower for conducting FLC of Faulty cables.
- To revive any faulty cable laying pending.
- Replacement of clamps of various sizes/replacement of ACSR Zebra/Wolf Conductor jumpers.
- Mounting/connecting of revived cables.
- Laying/Dismantling of Control Cables.
- Patrolling of over-head lines with respect to any loose guard wires or disconnected /non Functioning of earthing of the line /cable up to the Grid -end including or trees in the right of way of Overhead lines. Also, remedial measures to be taken under the guidance and instructions of DGM (EHV-O&M/TRL) for timely attending and rectifying the same.
- Installation /replacement/ strengthening of existing tower angle iron members found missing/stolen. Material will be supplied by the Company.
- Fabrication of wooden cleats for cables.
- Replacement/erection of broken rail poles/stud poles of 33kv line.
- Providing manpower for attending breakdown round the clock
 - (a) minimum 4 persons in East break down.
 - (b) minimum 2 persons in Central EHV breakdown.
- Fabrication of MS plate for installation of LA.
- Cleaning of cable and terminations 66/33kv.
- Strengthening of earthing of cables and tower footings by providing additional angle iron member.
- Replacement of damaged/broken clamps of various sizes.
- Replacement/Maintenance & testing of sub-station equipments other than capital works like Switchgears, LAs, CVTs, CTs and PTs insulators, LT batteries, battery charger, capacitor and other petty work. (Equipment shall be supplied by the COMPANY).
- Maintenance & Testing of Pr.Tr. & Local Tr.
- Assistance for replacement/testing of all type relays, WTI/OTI/TPI & Repeaters.
- Replacement of Silica Gel, Top-up of oil in the Conservator & OLTC main tank.

- Replacement of gasket of all sizes for stoppage of leakage of oil in transformer /switch gear, CT's and other equipments etc. Material shall be supplied by COMPANY.
- Replacement/Maintenance/testing of 66/33/11kv Outdoor/Indoor SWGs. Other than schemes.
- Checking/filling of Gas pressure of 66/33kv breakers,
- Maintenance/Replacement of Isolators, Earth switches, TK Boxes, Feeder pillar, ACDB , DCDB, Marshaling boxes & Isolator Boxes.
- Maintenance /Replacement of conductor of 66/33kv O/D Bus bars & removing of Bird's Nest.
- Maintenance/Testing of 33/11kv I/D Bus bars by cleaning with Petrol/CRC etc.
- Testing of Earth resistance of equipments installed in the grid s/stn.
- Cleaning of Solar PV panels during early morning hours or after sunset.
- In case of heavy rain, water sometimes gets accumulated in grids. Dewatering of Grids is also in contractor scope of work.
- ❖ ALL EQUIPMENTS SHALL BE SUPPLIED BY THE COMPANY

- ❖ Petty items will be kept reserve by VENDOR for the maintenance purpose i.e. Adequate quantity of PG Clamps off Sizes, TEE connectors, Isolator pad clamps, CT/PT clamps, different type of nut/bolts, sockets (different sizes), bulb for C/R panels and etc. will be kept reserve for attending emergency breakdowns. The quantity will be re-coupled by COMPANY on submission of damaged / replaced parts. All spares and consumables required for carrying out the job shall be provided by the COMPANY.

- ❖ **Installation of new earthing minimum 50 no. in a year in each Circle shall be done in a financial year by the contractor , material supplied by the BSES , specification is also provided by the BSES .**

- ❖ **Spread of gravel/ sand (including supply) as per requirement & instruction of Engineer in Charge (rates as per BSES schedule to be provided)**

- ❖ **In case of fire /wind storm or any emergency (as to be declared by Engineer in charge) the damage equipment /tr lines to be replaced by contractor.(maximum limit is fixed upto 1.5Lakh per site beyond that it should be paid to the contractor as per BSES rate schedule only .**
Eq . if cost is 2.5 lakh for any work done in emergency than payment should be paid 2.5L-1.5L=1 lakh only .

The list is inductive. All works associated with maintenance of EHV network is in the scope of work.

B. GENERAL SCOPE OF WORK:

- Cleaning of C.R. panels and Switch Gear Panels with vacuum Cleaners if required, as per Instruction of DGM (EHV-O&M/TRL)
- Ensuring proper lighting in the Yard as well as Switchgear and Control room's internal wiring including indication lighting of C&R Panels and control, protection & indication wiring of C&R panels, CT,TK box and PTR.
- Staking of material, like oil drum/wooden cable drum, cables, and other requisite accessories, including fire extinguishing equipments in proper manner, as per site condition or guidelines of the shift in charge of the grid station.
- Checking & Filling of fire Buckets sand regularly in the Grid Station.\
- Regular Checking of Fire-extinguishing equipments for their efficient operation, as per the guidelines of DGM (EHV-O&M/TRL), ensuring that these are properly installed at an appropriate location / level. In case of non-functioning of these equipments, necessary MIS report is to be put up by the VENDOR to DGM (EHV-O&M/TRL) for further follow up and ensuring setting them right.
- Painting of right nomenclature of the feeder as per the instructions of Engineer - in- charge.
- Proper house-keeping of Yard, CR Room, SWG Room & cleaning of cable trenches in the Grid.
- Cleaning of offices, toilet block by using of detergent, soap & Phenyl. & cleaning of safety Tank & sewage line.
- Removing of vegetation/grass/malba/debries in the grid s/stn. & disposal from Grid to outside.
- Welding work, if required
- All material required for attending to Maintenance/Breakdowns, shall be transported from Store to Site or site to site, by the Contractor, besides providing regular vehicle with Driver, as and when required by field staff for attending to any emergent breakdowns.

C. DEPLOYMENT OF RESOURCES:

- In order to perform these works, the VENDOR shall deploy resources as per requirement. The supervisor shall be Diploma holder with mobile phones.
- Whenever required, the resources shall be also deployed during evening and night hours and also on Sundays/notified holidays for maintenance purpose as per the requirement.

- The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, and AadharCard number of manpower deployed.
- 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.
- 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 BSES on a daily basis to the Divisional In-charge.
- The manpower 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.
- In case the contractor or the manpower 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 to contractor.

D. Deployment of Vehicle:-

- For smooth execution of work, the contractor shall deploy Eco friendly (Electric/CNG) commercial vehicle with GPS (feasible with BSES server) not more than 3 year old at the site. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/ advice of the engineer in-charge.

ANNEXURE-III**LIST OF T&P REQUIRED**

Following T&P is required to be available with the Contractor:

- Vacuum cleaner & Blower "C 3 Nos.
- Welding set (minimum two Nos.).
- Drilling Machines (minimum Two Nos.).
- Gas Cutter (Minimum Two Nos.)
- Hydraulic/Hand Crimping Machine/Tools (minimum Two Nos.) With complete sets of dies.
- Chain Pulley Blocks up to 5 tons. Rope and Pulleys. Come-along clamps.
- T&P for stringing and sagging of Conductor.
- All the equipment for digging of Kachha / Pacca, Bitumen roads for attending the U/Ground faults, including providing of JCBs/Compressor Machine, as per site requirement.
- HT Meggar (Minimum two Nos.)
- Portable Generating Set (Minimum two Nos.) including Supply of Diesel/Petrol of required capacity as per Site condition.
- High Pot Set. (Minimum Two Nos.)
- Crane of adequate capacity for handling of material and Transportation of the same from site to Store/site to Site, as and when required by field staff (It shall be the responsibility of VENDOR to arrange the other Vehicle for transportation of material form Stores to Site or site to site).
- Temporary lighting arrangement like extension boards and hand lamps etc.
- Multimeter & Clampmeter.

NOTE-

Any other Tools & Tackles required to carries out the work shall be available with the Contractor. Contractor shall provide the required T & P as per the satisfaction of the Engineer In charge of the District.

Section –IV**SCORE CARD****KEY PERFORMANCE INDICATORS (KPI)**

Performance of the contractor shall be measured on a scale of 10 on the basis of the following KPIs.

A) Operational Performance (Total Score Weightage – 50)

1. Parameter - EHV breakdown

Evaluation Criteria – % YTM Reduction with reference to Circle Reduction Target

Information Source – IOMS

Score Weightage – 20

Score Assignment:

- (i) $\geq 15\%$ reduction – 10 points
- (ii) $< 15\% \ \& \ \geq 5\%$ reduction – 5 points
- (iii) $< 5\%$ reduction – 0 points

Remarks – NIL

2. Parameter –EHV Break down Restoration time

Evaluation Criteria –% Backfeeded supply restored within 2 Hours

Information Source –IOMS

Score Weightage – 10

Score Assignment:

- (i) 100% Backfeeded– 10 points
- (ii) $< 100\% \ \& \ \geq 90\%$ Backfeeded– 5 points
- (iii) $< 90\%$ Backfeeded– 0 points

Remarks – NIL

3. Parameter –Safety performance in the month

Evaluation Criteria –Number of accidents of own employees

Information Source –Accident reports

Score Weightage – 10

Score Assignment:

- (i) No accident – 10 points
- (ii) Any accident – 0 points

Remarks – NIL

4. Parameter –Cleanliness , oil leakages control, Painting and Nomenclature, lighting of yard

Evaluation Criteria –5S parameters as per the checklist

Information Source –DGM, EHV (O&M)

Score Weightage – 10

Score Assignment:

- (i) Achievement is >90% and <=100% – 10 points
- (ii) Achievement is >=80% and <=90% – 5 points
- (iii) Achievement is <80% – 0 points

Remarks – NIL

B) Fire and Safety System Adherence (Total Score Weightage – 30)

1. Parameter –Use of safety gears (gloves, helmets and safety belts) and Creation of safety zone

Evaluation Criteria –Safety gears to be checked in person

Information Source –Inspection Report of Surveillance Team

Score Weightage – 10

Score Assignment:

- (i) 100% availability of safety gears and creation of safety zone– 10 points
- (ii) <100% &>=90% availability of safety gears and creation of safety zone– 5 points
- (iii) <90% availability of safety gears or creation of safety zone – 0 points

Remarks – NIL

2. Parameter –Availability of tools and tackles

Evaluation Criteria –Weighted average of proper tools found at Circle/sub-Circle or with maintenance teams

Information Source –Inspection Report of Surveillance Team

Score Weightage – 5

Score Assignment:

- (i) 100% availability of tools – 10 points
- (ii) <100% &>=90% availability of tools – 5 points
- (iii) <90% availability of tools – 0 points

Remarks – NIL

3. Parameter –Availability of Vehicles

Evaluation Criteria –Vehicle in proper condition with all documents must

Information Source –Inspection Report of Surveillance Team

Score Weightage – 5

Score Assignment:

- (i) 100% availability of vehicle – 10 points
- (ii) <100 % &>=90% availability of vehicle – 5 points
- (iii) <90% availability of vehicle – 0 points

Remarks – NIL

4. Parameter –Fire extinguishers, Fire buckets maintenance

Evaluation Criteria –Adherence to Guidelines of EHV (O&M)

Information Source –DGM, EHV (O&M)



BSES Yamuna Power Ltd.

Score Weightage – 10

Score Assignment:

- (iv) 100% adherence – 10 points
- (v) 90-100% adherence – 5 points
- (vi) <90% adherence – 0 points

Remarks –

C) Manpower (Total Score Weightage – 20)

1. Parameter –Display of I-cards by vendor workforce

Evaluation Criteria –Possession of verified I-cards by all Vendor Staff. 5 staff to be checked by Safety Supervisor/month

Information Source –Inspection Report of Safety Deptt

Score Weightage – 10

Score Assignment:

- (i) No instance of vendor workforce without I-card – 10 points
- (ii) 1 or more instances of workforce without I-card – 0 points

Remarks – NIL

2. Parameter –PF A/C opened for employees

Evaluation Criteria –Contractor shall open PF A/C for all employees

Information Source –Vendor

Score Weightage – 5

Score Assignment:

- (i) Should cover 100% workers – 10 points
- (ii) If 100% not covered– 0 points

Remarks –NIL

3. Parameter –Statutory compliance (Includes ESIC, Insurance)

Evaluation Criteria –Contractor shall take necessary steps for statutory compliances

Information Source –HR

Score Weightage – 5

Score Assignment:

- (i) Should cover 100% workers – 10 points
- (ii) If 100% not covered– 0 points

Remarks –NIL

Total (A+B+C)=100

A Weighted Average Score shall be computed using the aforesaid weightage and score every month.

BSES reserves the right to add/change/delete to the list of existing KPI, modify weightage for any parameter and change the basis for assigning scores, at any point of time during the execution of the contract. This will be communicated in writing to the contractor by the Company.

Incentive / Deduction on the basis of Performance Measurement:

Incentive or deduction as specified below shall be made from the monthly payment of contractor on the basis of his performance on Key performance indicator.

Monthly Score out of 10 - Incentive / Deduction

- a) More than or equal to 9 - Incentive of 3% on billed amount excluding levies and taxes.
- b) More than or equal to 8 but less than 9 - Incentive of 1.5% on billed amount excluding levies and taxes.
- c) More than or equal to 6 but less than 8 - No incentive or deduction.
- d) More than or equal to 5 but less than 6 - Deduction of 1.5% on billed amount excluding levies and taxes.
- e) Less than 5 - Deduction of 3% on billed amount excluding levies and taxes.

PERFORMANCE REVIEW PROCEDURE:

The score cards of the contractor shall be computed by the company on a monthly basis. The procedure for reviewing the performance shall be as follows:

1. A high-level committee comprising of senior level officers of the user department, C&M and/or CEO Cell shall review performance of all those contractors monthly, whose scores are falling in penalty zone. In-Charge of the concerned division/work area will also be invited to the meeting.
2. First review of the performance shall be held a month after the start of the contract on receipt of the scorecard for the first month.
3. Key Performance Indicators and Scores for the preceding month shall be deliberated in every review meeting and the contractor will be guided and enquired about the ways to improve its performance scorecard.
4. Subsequently, as and when deemed appropriate, the company will initiate the following corrective action if the Weighted Average Score of the contractor is below the stipulated performance standards:
 - a) First instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - b) Second instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued first Warning Letter indicating that the company may terminate the contractor if the performance of the contractor does not improve beyond the stipulated benchmark.
 - c) Third instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
 - d) Fourth instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in

contract. After suitable notice period, the contract shall be treated as terminated and it shall be binding to the contractor and the Contract Performance bank guarantee submitted by contractor shall be forfeited.

5. It implies that if a contractor falls in a penalty zone for more than 3times in a year, his contract shall get terminated. In case the duration of the contract is for a period of more than one year the process specified in previous para will be applied for a period of one year. Thereafter, it will be repeated for the subsequent years.

Adherence to Service Level Agreement

- All EHV Lines/Breakdowns shall be attended by the contractor within the 70% time of the time prescribed from the DERC.
- In case any penalty is imposed on the company by DERC or any other statutory body for non-adherence to SLA or any other matter assignable to the contractor, an amount equal to twice of the penalty imposed on the company, shall be charged as a fine from the contractor by the company.

SECTION - V
ESTIMATED TENDER COST

S.No.	CIRCLE	ESTIMATED COST/MONTH	ESTIMATED COST/YEAR
1	NORTH EAST	Rs 10,23,974	Rs 1,23,19,693
2	SOUTH EAST	Rs 9,35,832	Rs1,12,59,579
3	CENTRAL	Rs 7,74,200	Rs 93,0,8008.

- EXCLUDING GST

SECTION- VI**TENTATIVE REQUIRED RESOURCES**

Circle	Grids	Supervisor	Skilled	Semi-skilled	Un-skilled	Total Manpower	Vehicle required for 12 hrs.	Vehicle required for 24 hrs.(breakdown vehicle)
NORTH EAST	14	2	14	8	8	32	2	1
NORTH EAST(TRL)	-	1	2	5		8		
SOUTH EAST	24	3	6	14		23	1	1
SOUTH EAST(TRL)	-	1	4	9		14		
CENTRAL GRID	21	3	7	12		22	1	1
CENTRAL TRL	-	-	2	6		8	-	-
TOTAL BYPL	59	10	35	54	8	107	4	3

SECTION- VII**List of Grids & Details of Feeders and Transmission Lines****List of Grids:-**

S.No	Name of Grid	Rating	Circle
1	Kanti Nagar	33KV	SOUTH EAST
2	Kailash Ngr Grid	33KV	SOUTH EAST
3	Vivek Vihar	66KV	SOUTH EAST
4	Karkardooma Grid	33KV	SOUTH EAST
5	CBD Shahdara	33KV	SOUTH EAST
6	CBD-II	33KV	SOUTH EAST
7	Preet Vihar Grid	33KV	SOUTH EAST
8	Guru Angad Nagar	33KV	SOUTH EAST
9	Shakarpur	33KV	SOUTH EAST
10	Geeta Colony Grid	33KV	SOUTH EAST
11	Scope Complex	33KV	SOUTH EAST
12	Patpar Ganj Industrial Area	66KV	SOUTH EAST
13	Kondli Gharoli	66KV	SOUTH EAST
14	Dallupura	66KV	SOUTH EAST
15	Mother Dairy	33 KV	SOUTH EAST
16	Group Housing I	66KV	SOUTH EAST
17	Group Housing.II	66KV	SOUTH EAST
18	Khichripur	66KV	SOUTH EAST
19	Mayur Vihar I	66KV	SOUTH EAST
20	Mayur Vihar.II	66KV	SOUTH EAST
21	CWG Grid	66KV	SOUTH EAST
22	New Kondli	66KV	SOUTH EAST
23	Aman Hospital	33KV	SOUTH EAST
24	C-Block Krishna Nagar	33KV	SOUTH EAST
25	GT Road	33KV	NORTH EAST
26	DSIDC Jhilmil	33KV	NORTH EAST
27	Dwarakapuri	33KV	NORTH EAST
28	Dilshad Garden	66KV	NORTH EAST
29	Nand Nagari	66KV	NORTH EAST

30	Shastri Park	66KV	NORTH EAST
31	Seelampur	33KV	NORTH EAST
32	Parshvnath Metro Mall	33KV	NORTH EAST
33	Ghonda	66KV	NORTH EAST
34	East of Loni Road	66KV	NORTH EAST
35	Bhagirathi	66KV	NORTH EAST
36	Karawal Nagar	33KV	NORTH EAST
37	Yamuna Vihar	33KV	NORTH EAST
38	sonia vihar	66KV	NORTH EAST
39	Anand Parbat	33KV	CENTRAL
40	Shastri Park	66KV	CENTRAL
41	Kamla Market	33KV	CENTRAL
42	Shankar Road	33KV	CENTRAL
43	MCD Civic Centre	33KV	CENTRAL
44	G.B.Pant	33KV	CENTRAL
45	I.P.Estate	33KV	CENTRAL
46	Delhi Gate	33KV	CENTRAL
47	I.G.Stadium	33KV	CENTRAL
48	Lahori Gate	33KV	CENTRAL
49	Town Hall	33KV	CENTRAL
50	Fountain	33KV	CENTRAL
51	Jama Masjid	33KV	CENTRAL
52	Motia Khan	33KV	CENTRAL
53	B.G.Road	33KV	CENTRAL
54	Faiz Road	33KV	CENTRAL
55	Parsad Nagar	33KV	CENTRAL
56	D.M.S	33KV	CENTRAL
57	Minto Road	33KV	CENTRAL
58	DDU Marg	33KV	CENTRAL
59	Tibia college	33KV	CENTRAL

66/33 KV FEEDERS & LINE LENGTH:

S.No.	CRCLE	NO. OF FDRS.	LINE IN KM	CABLE IN KM	TOTAL IN KM
1	North-East	47	42	88	130
2	South East	58	72	116	188
3	Central	50	10	176	186

SECTION – VIII

PRICE FORMAT

S.No.	Circle	Price / Month (Rs.) inclusive of all taxes (excluding GST)
1	North East	
2	South East	
3	Central	



BSES Yamuna Power Ltd.

SECTION – IX

BID FORM

To
Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
III Floor, “A” Block, Shakti Kiran Building,
Karkardooma, New Delhi-110032

Sir,
We understand that BYPL is desirous of carrying out ----- in it’s licensed distribution network area in Delhi
Having examined the Bidding Documents for the above named works, we the undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.
If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.
We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest, or any bid you may receive.
There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2017
Signature..... In the capacity of -----
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS)

SECTION – X**PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE**

(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Yamuna Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s.. with its Registered/ Head Office at

(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee the due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and



BSES Yamuna Power Ltd.

conditions of the Contract or breach on the part if the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 2017 at

1. For Bank

2. Signature

Name

Power of Attorney No:

Banker's Seal

SECTION - XI**FORMAT FOR EMD BANK GUARANTEE**

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at address of the registered office of the bank] (herein after called the "Bank"), are bound unto BSES Yamuna Power Ltd., with its Corporate Office at Shakti Kiran Building, Karkardooma, New Delhi-110032, (herein after called the "Purchaser") in the sum of Rs----- 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 _____ 2017 _____.

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 valid for 6(six) months after last date of receipt of tenders, 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

SECTION –XII

VENDER CODE OF CONDUCT

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

Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

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

Communication Details**Bidder should furnish the below details for future communication:-**

<u>GENERAL INFORMATION</u>	
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

<u>check list</u>			
S. No.		Name of Bidder	Page No
1	Cover Letter	Attached/Not attached	
2	Draft of Rs 1180/-	YES/NO	
3	The Contractor must have an average annual turn over of Rs. 4 crore in last 3 year.(Turn over Certificate of last 3 years to be certified by a Chartered Accountant must be submitted along with Techno-commercial bid).	YES/NO	
a)	FY-2017-2018 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
b)	FY-2016-2017 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
c)	FY-2015-2016 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
4	Solvency of an amount of Rs 50Lacs	Attached/Not attached (Rs/Cr)	
5	The Contractor must have a valid Electrical Licence to work in Delhi NCR.(Copy of valid Electrical Licence need to be submitted along with Techno-Commercial bid)	YES/NO (Validity date)	
6	Acceptance for the Scope of Work as per Tender Document	YES/NO	
7	Acceptance for Commercial Terms & Conditions as per Tender Document	YES/NO	
8	Signed copy of Technical Specification as per Tender Document	YES/NO	
9	Acceptance for Vendor code of conduct as per Tender Document	YES/NO	
10	Bidder should have Pan no. & should fulfill all statutory compliances like PF, ESI registration	YES/NO	

11	Firms who are debarred/ blacklisted in other utilities in india will not be considered(self certify document on letter head to be attached)	YES/NO	
12	Experience details with credentials	YES/NO	
13	organization chart of the company	YES/NO	
14	memoranda & articles of association of the company	YES/NO	
15	Details of banker & cash credit limit		
16	work performance certificate	YES/NO	
a)	FY-2017-2018 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
b)	FY-2016-2017 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
c)	FY-2015-2016 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
17	Performance Bank guarantee	YES/NO	
18	BID form	YES/NO	
19	EMD amount valid for three month (DD/FDR)	YES/NO	
20	communication details	YES/NO	

Please mentioned the page no .& document attached accordingly