

**Tender Notification for  
Consumer Engagement program in BYPL**

**NIT: CMC/BY/19-20/RB/SS/006  
Date 02.05.2019**

**Due Date for Submission: 23.05.2019, 14:30 HRS**

**BSES YAMUNA POWER LIMITED  
Shakti Kiran Building, Karkardooma, New Delhi – 110032  
Corporate Identification Number: U40109DL2001PLC111525  
Telephone Number: +91 011 39999808/39997111**

**BSES YAMUNA POWER LTD**

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## **SECTION - I**

### **REQUEST FOR QUOTATION**

#### **1.1 GENERAL**

BSES Yamuna Power Limited invites Bids from eligible Bidder(s), for **Consumer Engagement program in BYPL**. The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscripted as-

**“Selection of Agency for Consumer Engagement program 2019-20 in BYPL”**

**“NIT NO.: CMC/BY/19-20/RB/SS/006”**

<b>1.01</b>	BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract
	Estimated Cost of Tender : ₹ 50,00,000
	Earnest money Deposit : ₹ 1,00,000
	Cost of Tender form (Non-Refundable) : ₹ 1180/-
	Period of the Contract : One Years
	Pre-bid meeting : 13.05.2019,14:30HRS
	Date of issuing of tender Documents upto : 19.05.2019 17:00HRS
	Date & time of Submission of Tender upto : 23.05.2019 14:30HRS
	Date & time of opening of Tender : 23.05.2019 15:00HRS

The tender document can be obtained from address given below against submission of non-refundable demand draft of ₹ 1180/-drawn in favor of BSES YAMUNA Power Ltd, payable at Delhi:

**Head of Department  
Contracts & Material Deptt.  
BSES Yamuna Power Limited  
IIIrd Floor, 'A' Block  
Shakti Kiran Building  
Karkardooma  
Delhi-110032**

The tender papers will be issued on all Contracting days upto the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website [www.bsesdelhi.com](http://www.bsesdelhi.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 Contracts 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:
  - A. Request for quotation/ Notice Inviting Tender.
  - B. Instructions to Tenders.
  - C. Commercial Terms & Conditions

- D. Scope of Contract & specifications
- E. Price Format

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 amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:

- Earnest Money Deposit (EMD) is not deposited in shape of Bank Draft / Pay Order / Banker's Cheque / BG drawn in favor of BSES Yamuna Power Ltd. Payable at Delhi.
- Tender document is downloaded from website and a tender fee is not submitted.
- The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
- Complete Technical Details supported by all relevant documents are not enclosed.
- Tender received after due date and time.

### **1.3 Qualification Criteria:**

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

1. The Bidder may be any entity i.e. sole proprietorship firm or a company having registered office in India having average annual turnover equal to Rs 1,00,00,000/- (Rs. 1 Crore Only) for the last three financial years (FY 15-16, FY 16-17 and FY 17-18).
2. Bidder must have three years experience with knowledge and experience rendering such services to the institute of large government / corporate establishment / reputed organization.
3. Recognition by govt./ govt. agency / Reputed Organization in conducting the Energy Conservation program shall be preferred.
4. The agency may be an organization / institution registered under Societies Registration Act XXI of 1860 / Trusteeship Act and section 8 Companies Act 2013. The organizations / institutions must be registered under section 12A & 80G of Income Tax Act / NGO Darpan Portal of NITI Aayog.
5. Brief history of the organization and Management of the institution (please enclose details with regard to the Chairman, Members, their occupation, qualification, emoluments and complete address in the separate sheet.
6. Bidder should have valid Registration No. of GST. (In case it is applicable)
7. Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration which requires for providing such services.
8. Entities that have been debarred / blacklisted in any Govt. department or enterprise in India will not be considered. In this regard an undertaking (self certificate) has to be provided that the bidder has not been blacklisted/debarred by any central/state government or any other institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government or any other agency on account of executing any order.

9. BYPL reserves the right to carry out capability assessment of the Bidders and company's decision shall be final and binding on the bidder in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.
10. The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements

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

- ✓ Audited Financial Statements including balance sheets for the last three financial years (FY 15- 16, FY 16-17 and FY 17-18)
- ✓ Details of constitution of the Trust/Society/Company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company/Partnership deed/Trust/Society
- ✓ Organization Chart
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years
- ✓ No of Employees (Technical and Commercial) detail
- ✓ Premises Detail and addresses across India.
- ✓ Power of attorney / Authorization letter with clear title authorizing the person to represent the company/trust/society in all the matters related to the tender

**1.2.3 Pre-Bid Meeting:**

Pre-bid meeting shall be conducted by BYPL at the time specified in this tender document at Head Office of BYPL. All the queries related to this tender must reach to C&M BYPL at least one day before the date of pre-bid. All the queries shall be replied in the pre-bid and if any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE.

**1.4.1 BID SUBMISSION:**

The bidders are required to submit the bid in 2 (two) parts and submit in original to the following address:

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

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

- EMD of requisite amount
- Non-refundable separate demand draft for ₹ 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.
- Delivery schedule / period, Payment terms, BG etc

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION V
- The Bidder shall quote the Bid Variable as rate of "Consumer Engagement program for BYPL" in the Financial Bid Format. Please read carefully "Evaluation of Bids" section of this RFP Document before quoting Bid Variable.

This is a two part bid process. Bidders are required 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 **as mentioned in clause 1.01**. After technical evaluation, the list of qualified tenders will be posted immediately on BSES website.

**Part B: Financial Bid:** 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**

- a) Company intends to award the business on a lowest bid basis, so contractors 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.
- b) 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.
- c) 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.

#### **1.4.2 Market Integrity:**

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of

time OR Black-listed, 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.

**1.4.3 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 honour these confidentiality provisions will be excluded from participating in future bidding events.

**1.4.4 Contact Information :**

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

Contact Person	Technical	Commercial
	Head (Customer Care) BYPL	Head (C & M) BYPL
Address	BSES Yamuna Power Ltd BYPL Office, CBD-III Grid Building, Opp. Unity One Mall, Delhi-110092	BSES Yamuna Power Ltd C & M Deptt., 3rd Floor, A Block, Shakti Kiran Bldg, Karkardooma, Delhi - 110032
E Mail	Deepanshu.Agarwal@relianceada.com	Rakesh.Bansal@relianceada.com

**SECTION-II**  
**INSTRUCTION TO BIDDERS**

**A. GENERAL**

- 1.1 BSES YAMUNA POWER LIMITED hereinafter referred to as “The Company” is desirous for Providing Services of Consumer Engagement program 2019-20 in BYPL within the license area and has now floated tender for the same as notified earlier in this bid document.

- 2.0 SCOPE OF CONTRACT  
Detailed scope of work is enumerated in Section IV.

**3.0 DISCLAIMER**

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

**4. COST OF BIDDING**

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

**5. BIDDING DOCUMENTS**

- 5.01 The Scope of Contract, 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: TERMS AND CONDITION
  - SECTION – IV: SCOPE OF WORK
  - SECTION – V: PRICE FORMAT
  - SECTION – VI: BID FORM
  - SECTION – VII: FORMAT FOR EMD BANK GUARANTEE
  - SECTION – VIII: FORMAT FOR PERFORMANCE BANK GUARANTEE
  - SECTION – IX : CHECK LIST
  - SECTION – X : COMPLIANCES



- SECTION – XI : COMMERCIAL TERMS & CONDITIONS
- SECTION – XII : BIDDER DETAILS

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

## 6. AMENDMENT OF BIDDING DOCUMENTS

- 6.01 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.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 6.01, 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.
- 6.03 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.

## 7.0 PREPARATION OF BIDS

### 7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the 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.

## 8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

## 9. BID FORM

- 9.01 The Bidder shall submit "Original" Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.
- 9.02 EMD
- 9.03 Pursuant to Clause 8.0(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. (Demand Draft / Pay Order / BG valid for 3 (Three) months drawn in favor of BSES Yamuna Power Ltd, payable at Delhi.
- b. Fixed Deposit Receipts (FDR) from a scheduled bank in favor of BSES Yamuna Power Limited valid for 3 (Three) months after last date of receipt of tenders.

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 Work Order, or
    - (ii) Furnish the required performance security Bank Guarantee.

#### 10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Contract and as per the prescribed format. The bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender.

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.**

#### 11.0 BID CURRENCIES

Prices shall be quoted in (₹) Indian Rupees Only.

#### 12.0 PERIOD OF VALIDITY OF BIDS

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

12.02 Notwithstanding Clause 12.01 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 Mail/ Post / Courier.

#### 13.0 ALTERNATIVE BIDS

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

#### 14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 8.0) clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 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-Attorney accompanying the Bid.

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors

made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — “Technical Bid & Commercial Terms & Conditions“. The price bid shall be inside another sealed envelope with super scribed —“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 super scribed with —“Tender Notice No. & Due date of opening“.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

17.0 ONE BID PER BIDDER

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

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- BYPL reserves the right to ask the bidders to provide breakup of the prices as quoted by them against elements of scope of work. In case it is observed that the bidders have under quoted the prices against these line items in view of applicable minimum requirement, BYPL reserves the right to out – rightly reject the bids.

20.0 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 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.

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

22.03 Prior to the detailed evaluation, 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 deviation.

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

- (a) Contract completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from 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.

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

**F. AWARD OF CONTRACT**

**24.0 CONTACTING THE COMPANY**

24.01 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.

24.02 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 Bidder's Bid.

**25.0 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.

**26.0 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 he agrees to come to the lowest rate.

**27.0 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.

**28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

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

**29.0 CORRUPT OR FRAUDULENT PRACTICES**

29.01 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.

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

**SECTION – III**  
**TERMS AND CONDITIONS**

1.0 General Instructions:

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

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

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

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

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

2.0 COMMERCIAL TERMS & CONDITIONS:

**1. Definition:** The following terms & expressions as used in this Contract order shall have the meaning defined and interpreted here under:

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

**1.2 Contractor:** Contractor shall mean the successful Tenderer / vendor to whom the contract has been Awarded

**1.3 Rate:** The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Officer In-charge.

The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever.

**1.4 Contract Order Specification:** The terms "Contract order Specification" shall mean the Technical specification of the Contract as agreed by you and all such particulars mentioned directly/referred to or implied as such in the Contract order.

**1.5 Site:** The terms "Site" shall mean the Contracting location mentioned in the Contract order. For this Contract order, contracting location is in East and Central circle under BYPL jurisdiction.

**2. OFFICER-IN-CHARGE:** The term "Officer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the Contract. For this Contract Officer In-Charge will be Head-Customer care or his nominated person.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under BYPL licensed area under the Contract order and ascertained therefore all site conditions and information pertaining to his Contract. The company shall not accept any claim whatsoever arising out of the difficulties at site /terrain / local conditions, if any.

4. LANGUAGE AND MEASUREMENT:

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

5.0 VALUE OF THE CONTRACT ORDER:

Contract order will be contracted out on the basis of finalized rates

6.0 TAX & DUTIES:

Prices will be inclusive of all taxes and duties, cess etc.(Except GST). However, as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law except for GST. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to BYPL.

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

7.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Section VII) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.

7.2 The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period.

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

7.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

7.5 In the event, in Company sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

8.0) TERMS OF PAYMENT:

Payment shall be released on submission of bill and certification of Contract completion by Officer-In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.

The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer In Charge for compliance to check point's given in



check list. The check list shall be provided by Officer In Charge. The Officer In Charge should obtain ESI, PF challans, and proof of payments as per min wages etc.

9.0) STATUTORY OBLIGATIONS:

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, 1984, Contractman 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. Broadly, the compliance shall be as detailed in **SECTION X** enclosed.

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

10.0 PENALTIES:

S.No.	Description	Penalty
1	Delay in Activity	1% of total contract price per day subject to maximum limit of 10% of the quoted price.

11.0 Penalty Clause on statutory:

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order / contract, by Agency and if the same is demanded from BYPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BYPL. The imposition of the penalty is without prejudice to the BYPL's right to terminate this contract.

"The closure of the work and final settlement of the contract/work order shall be effected only after receiving NOC from BYPL".

12.0 Termination:

Either party may terminate this agreement, in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within in a period of Thirty (30) days from the date of receipt of the notice from the aggrieved party requesting it to so cure breach. Provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from force Majeure, defined herein below, such failure shall not constitute a breach of this agreement.

Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

- 1 The other party makes an assignment for the benefit of its creditors: or
- 2 The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;

3 The representation and warranties made by the other party are false or misleading; Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30 (Thirty) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency.

13.0 Effect of expiration or termination:

Upon expiration / termination of this agreement Agency shall become immediately entitled to the amounts due to it from BSES Yamuna Power Ltd. under this agreement and BSES Yamuna Power Ltd. shall make payment to Agency within Fifteen (15) days of the expiration / termination after deducting the amount receivable from Agency.

14.0 INDEMNITY:

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 any of the provisions of this Contract 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 Contracts and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

- d) Any mishap of the vehicle on the road or from any other disputes that may arise during the tenure of the contract.

15.0 EVENTS OF DEFAULTS:

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

- a) Failing to complete execution of Contract within the terms specified in this Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contracts.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contracts.
- d) Failing to comply with any of the terms or conditions of this Contract order.

In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under this Contract order or in law including without limitation the right to penalize for delay, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.

16.0 RISK & COST:

If the Contractor fails to execute the Contract as per specification / as per the direction of Officer's In-change within the scheduled period and even after the extended period, the contract shall got cancelled and company reserves the right to get the Contract executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor. And the Contractor shall be black listed from future participations.

**17.0 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Contract order. If the same remain unresolved within thirty (30) 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 two arbitrators, one each to be appointed by either party.

The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

**18.0) FORCE MAJEURE:**

The conditions of Force Majeure shall means the events beyond control of the parties effected such as Act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout, Reasons beyond reasonable control of BYPL, Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order.

If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

**19.0 SECRECY CLAUSE:**

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the COMPANY's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. These technical information, drawing and other related documents shall be returned to the COMPANY with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose. In the event of any breach of this provision, the contractor shall indemnify the COMPANY against any loss, cost or damage or claim by any party in respect of such breach.

## **SECTION-IV** **Scope of Work**

### **Nukkad Natak**

#### **Description**

Nukkad Natak is organized in high loss / theft prone areas to educate the general public about ill effects of power theft, importance of energy conservation and safety procedures for usage of electricity. In Nukkad Natak a group of well trained artists perform a play in the streets on above mentioned theme. As plays are generally very entertaining, it attracts passerby and people staying in vicinity. Once the attention of public is drawn, the artists create awareness about the theme selected for the play.

#### **Purview of BYPL**

- The script and theme of Nukkad Natak to be approved by BYPL.
- All the promotional leaflets, gifts (with BYPL branding) for distribution to be provided by BYPL.
- The location of Nukkad Natak to be decided by BYPL. And monthly schedule of Nukkad Natak will be shared by BYPL at the start of the month.
- BYPL Corporate customer care team and Customer Care Officer of respective division will co-ordinate with Nukkad Natak team for smooth functioning.
- BYPL can ask for a demonstration of Nukkad Natak before actual performance.

#### **Vendor`s Responsibilities:**

1. Nukkad Natak team will consist of minimum 4 members (artist) including one dhol wala + 01 female member (artist).
2. All the team members should wear same dress Kurta-Jeans / T-shirt and Jeans.
3. Nukkad Natak team should carry a musical instrument viz. Dhol / Drum / Dhapli to attract the local crowd, and should have appropriate Props etc. according to the Nukkad Natak theme.
4. Nukkad Natak team should also carry a portable loudspeaker and collar Mic. (The voice quality of the speaker should be good).
5. Vendor to ensure that the plays should be performed on the themes provided by BYPL. The script can be edited by the BYPL as per the requirements.
6. The time duration of Nukkad Natak should be 30-40 Minutes.
7. Photographs / Video of the event to be shared on regular basis with Corporate Customer Care office.
8. Quoted cost for per Nukkad Natak will include all the logistics costs (including transportation of artist) and GST.
9. MIS of Nukkad Natak with signature of BYPL officials present at the site of Nukkad Natak to be submitted along with the invoice

S No.	Items / Requirement	Quantity (No's)
1	Dhol / Drum / Dhapli	1
2	Uniform	All team members
3	Portable loudspeaker	1
4	Collar Mic	All team members
5	Team Members (4 male and 1 female artist)	5
6	Artist to arrange vehicle for conducting on their own	

## PARIVARTAN

### Description

This is an awareness program to spread awareness amongst school children about energy conservation, saving environment, ill effects of theft of electricity and electrical safety tips. The program focuses to optimize and reinforce the behavioral energy saving opportunities among school children / students to make them a better citizen. This will also provide students a greater understanding of the implications of their behavior, and enable them to share this knowledge and learning with their parents, friends and society.

These programs are conducted in GOVT./ MCD / PRIVATE schools spread across East + Central Delhi.

### BYPL Responsibilities

- Concerned Customer Care Officer will fix the appointment with the school admin or principal. Once the school is finalized by respective CCO she will inform the vendor regarding date and time of the event.
- Leaflets, Banner of different schemes & initiatives, Standees, Feedback forms, BYPL branded gifts etc. to be provided by BYPL to the vendor for distribution.
- Quiz Questions.
- BYPL branded T-Shirts / Geometry Box – giveaways to school children.

### Vendor`s Responsibilities.

- It is vendor`s responsibility to visit the location in advance (preferably one day before the scheduled date) and become familiar with the premises layout for final program.
- Preparation of Program Catalogue for distribution amongst school authorities in consultation and after approval from BYPL.
- Anchor to host the program
- Flower Bouquet for school authorities / guest (2-3 nos.)
- Covered Stage / Dias to accommodate 05-06 BYPL Officials / school authorities.
- Backdrop on the Stage / Dias.
- Banners of the program to be displayed at the school gate and the other location of the school.
- Projector with sound system to showcase short animation movies on Energy Conservation / ill effects of theft and electrical safety
- Drawing sheets / Colour / Sketch Pen - (Approx 75)
- Vendor to bring copies of quiz questions provided by BYPL
- Vendor needs to arrange the Trophies (6 no.) and certificates (10 nos.) to the winners of quiz and drawing competition. Layout and design of trophy and certificate to be approved by BYPL
- Memento (one number) and certificates (5 nos.) for school authorities. Memento & Certificate design to be approved by BYPL
- Chairs, carpet, tent as per the requirement.
- Checklist duly signed by the CCO to be submitted along with the invoice.
- Refreshment box (only branded and packaged VEG items) for students & school staff (250 to 300 people).
- Nukkad Natak will be performed in the program. (Male Artist = 4 and Female Artist = 1)
- Photographs / Video of the event to be shared in DVD format on regular basis with Corporate Customer Care team.
- Collage of the event to be made for display on school notice board.
- Checklist duly signed by the CCO to be submitted along with the invoice.

- Duly filled feedback forms of school children & teachers to be collated and shared by the vendor at the end of each program with CCO & Corporate Customer Services Team.

S No.	Items / Requirement	Quantity
1	Tent (15' ft x 30' ft)	1
2	Table (Nos.)	4
3	Chair (Nos.)	20 (Approx)
4	Carpet for sitting of students	Approx 15
5	Flower Bouquet for school authorities / guest	02-Mar
6	Stage Back Drop (3 x 6)	1
7	Banner (2 x 4)	1
8	Projector with Screen	1
9	Sound System	1
10	Refreshment (Per Box)	
	a. Frooti	1
	b. Cookies / Cake	1
	c. Chips	1
	d. Water Bottles	1
11	Drawing Sheets (Nos.)	Approx 70
12	Color for Drawing Competition (Nos.)	Approx 70
13	Photography / Video (DVD)	Per Event
14	Certificate	15
15	Trophy / Memento	6+1
16	Collage of the Event (2 x 3)	1
17	Anchor	1

## RWA MEET

### Description

RWA meet is organized to establish a two-way channel of communication between BYPL and customers residing in housing societies and colonies. This half yearly meeting with RWA members is a useful platform to share latest initiatives of BYPL with them, exchange of ideas and listening to RWA`s concerns if any.

### **Vendor`s Responsibilities:**

- Booking of an Air Conditioned hall in a Banquet / Hotel to accommodate 125-140 people to organize the RWA meet. Venue location should fall in respective circle.
- Oil Lamp for Deep Prajwalan.
- Backdrop at the stage.
- Welcome Banners.
- Banner for Registration counter
- Stage arrangement for 05-06 BYPL officials with name display.
- One Podium
- One projector & Screen to run the presentation
- Sound system to run audio-visual contents
- 3 cordless Mics.
- A team of coordinators for smooth functioning.
- Photographs / Video of the event to be shared in DVD format on regular basis with Corporate Customer Care team.
- Share the themes that company plans to promote in RWA meetings.
- Tea / Coffee / Cookies & Packaged water for all attendees.
- Refreshment Boxes / Hi-Tea buffet arrangement for the participants as per the requirement.

**Note - BYPL reserves the right to change the terms & conditions**



S No.	Requirement	Quantity / Nos.
1	Air Conditioned venue / Hotel for approx 140 people	1
2	Table (Nos.)	5
3	Podium	1
4	Chair (Nos.)	140 (Approx)
5	Sound System	1
6	Lamp	1
7	Welcome Banner (3 X 6)	2
8	Registration Banner (2X4)	1
9	Cordless Mic	3
10	Photographer & Videographer	1
11	Tea / Coffee with Cookies	140 (Approx)
12	Packaged water	140 (Approx)
13	Refreshment ( Box / Buffet )*	140 (Approx)
	a. Paneer Pakoda	1
	b. Samosa	1
	c. Sandwich	1
	d. Gulab Jamun	1
14	Projector & Screen	1
15	Name Plate (for officials on the dias)	5

**\*To be approved/decided by BYPL officials**

## Community Empowerment Program – ‘Mashwara’

### Description

The Central Government as well as Government of NCT of Delhi run number of schemes for the weaker section of the societies i.e. SC / ST / OBC and Minorities for their socio-economic development. These schemes are:

- Facilitation in preparation of Income Certificates
  - If parents annual income is less than Rs.60,000/- 100% school fee will be reimbursed
  - If parents annual income is more than Rs.60,000/- to less than Rs.2,00,000/-, 75% school fee will be reimbursed.
- Facilitation in opening bank account of students.
- Facilitating in correction of documents.
- Online filling of forms to get admission in Economically Weaker Section (EWS) quota.
- Facilitation for reimbursement of loan of Rs.50,000/- to Entrepreneurs to start his / her own business.
- Women empowerment scheme.

### Vendor`s Responsibilities:

- Sensitize and educate the community people about various schemes for SC / ST / OBC / Minorities introduced by Central Government and Govt. of NCT of Delhi.
- Empower the community people about government system and facilitate them that how to avail various benefits.
- Bring behavioral changes amongst the community on anti-social activities like theft of electricity and also to partner with the system for saving government resources.
- Time to time area assessment and image building of BYPL amongst the community people.
- To create a pool of whistle blowers who will keep an eye and inform BYPL in case of wrong doing by the residents of the areas.
- Minimum 4000 families to be targeted as beneficiary of the program.
- A team of 4-5 members to be involved to run this activity
  - Project Coordinator and Project Officer (One Each)
  - Community Mobilizer –

Note: Vendor to prepare a detailed duties and responsibilities in consultation with BYPL.
- Organizing community meeting and awareness program in the area
- Organizing camps in the area and facilitate eligible people for scholarship application to the concerned department.
- Continuous all infrastructural / technical support for effective management of the projects and to establish strong local partnerships.
- Prepare and share reports with BYPL
- Any other assignment given by BYPL.
- MIS of camps/Beneficiaries to be submitted as per the format approved by BYPL and as per the timelines specified by BYPL officer in charge.

**Note - BYPL reserves the right to change the terms & conditions**

S. No.	Requirement	Unit
1	Project Coordinator	1
2	Programme Officer	1
3	Community Mobilizer	2
4	IEC, Print out, Report, Documentation,	1
5	2 Computer and 2 laptop and one printer (three in one)	1
6	Community meetings	10
7	Awareness Camps	40
8	Camp for online application	60

### **Other Terms & Condition**

- All the applicants must submit a concept note on their understanding of Energy conservation program
- The agency should have readiness to commence program within 7 days of issuance of work order
- Prohibition on sub-letting: The selected Agencies must run the program by itself and any kind of sub-letting or sub-contraction or franchisee arrangement for the conduction program is strictly prohibited under any circumstances.
- No joint venture or consortium or association is permissible.

## **SECTION-V**

PRICE BID FORMAT (TO BE SUBMITTED IN SEPARATE ENVELOPE)

S.No.	Item	Quantity	UOM	Rate (In Rs. Per event)	Amount
		A		B	C = A x B
1.	Nukkad Natak	258	Nos		
2	PARIVARTAN	69	Nos		
3	RWA MEET	06	Nos		
4	Mashwara	110	Nos.		

Note

- Taxes Extra as applicable
- The rate to be quoted for per activity

**SECTION - VI**  
**BID FORM**

To  
Head of Department  
Contracts & Material Deptt.  
BSES Yamuna Power Ltd  
3rd Floor, A Block  
Shakti Kiran Building,  
Karkardooma  
New Delhi 110032

- Sir,
- 1 We understand that BYPL is desirous of services of ..... in it's licensed distribution network area in Delhi
  - 2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
  - 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.
  - 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five) percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
  - 5 We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
  - 6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
  - 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
  - 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
  - 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract. Dated this..... day of..... 20  
Signature..... In the capacity of .....  
.....duly authorized to sign for and on behalf of (IN BLOCK CAPITALS).....

**SECTION –VII**

**FORMAT FOR EMD BANK GUARANTEE**

(To be issued in a Non Judicial Stamp Paper of ₹ 100/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the “Bidder”) has submitted its bid dated [date of submission of bid] for the supply 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 it's Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032 ,(herein after called —the “Purchaser”)in the sum of ..... (Rupees ..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2019. THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including Ninety(90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

**Beneficiary's bank detail with IFSC code:**

- 1 Name of the Bank : Axis Bank Limited
2. Branch Name & Full Address : C-58, Basement & Ground Floor, Preet Vihar, Man Vikas Marg, New Delhi 110092.
3. Branch Code: 055
4. Bank Account No.: 911020005246567
5. IFSC Code: UTIB0000055

**SECTION -VIII**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

PROFORMA OF PERFORMANCE BANK GUARANTEE  
(TO BE ISSUED ON ₹ 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 ₹ (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 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 conditions of the Contract or breach on the part of 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. ₹. \_\_\_\_\_ (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 \_\_\_\_\_ 2018 at \_\_\_\_\_

1. For Bank

2. Signature

Name

Power of Attorney No:

Banker's Seal



**SECTION - IX**

**CHECK LIST**

S. No.	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS (ON LETTER HEAD)	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF ₹ 1180/- DRAWN IN FAVOUR OF	BSES YAMUNA POWER LTD
8	POWER OF ATTORNEY / AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO

**SECTION – X**

The Contractor should obtain and must submit the following to Officer-In-Charge before commencement of Contract and these shall renewed from time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) PAN No.
- e) GST/Contract Tax Registration Number

**The Contractor must follow:**

- a) To follow Minimum Wages Act prevailing in the state.
- b) Salary / Wages to be distributed in presence of representative of Company's representative not later than 7th of each month. All payments shall be made on electronic mode only, cash / cheque payment is not allowed.
- c) To maintain Wage- cum - Attendance through biometric methodology.
- d) To maintain First Aid Box at Site.
- e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

**Section XI**

**COMMERCIAL TERMS AND CONDITIONS**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>AS PER BYPL</b>	<b>CONFIRMATION OF BIDDER/BIDDER TERMS</b>
1	Validity of prices	120 days from the date of offer	
2	Price basis	The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.	
3	Payment terms	Payment shall be released on submission of bill and certification of Contract completion by Officer-In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.	
4	Delivery	As per the BYPL requirement	
5	Guarantee	The Contractor shall guarantee that workmanship shall be of finest quality and shall be suitable for the purpose for which the same is to be used.	
6	Penalty for delay	1% of total contract price per day subject to maximum limits of 10% of quoted price	
7	Performance Bank Guarantee	The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period	

**Section XII**

**BIDDER DETAILS**

**Offer No.:** .....

**Date:** .....

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

Dear Sir,

**In response to your Tender No. CMC/BY/19-20/RB/SS/ dated 22.04.2019 for Consumer Engagement in BSES Yamuna Power Ltd, Delhi-32. We hereby submit our offer herewith.**

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

  - a. Designation : .....
  - b. Mobile No. : .....
  - c. Email-ID : .....

8. Alternate Authorized Person - Name : .....

  - a. Designation:.....
  - b. Mobile No. : .....
  - c. Email-ID : .....

9. PAN Number : .....
10. TIN Number : .....

11. GST Regn. No. : .....

12. ECC Number : .....

13. Particulars of EMD

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

14. Particulars of Tender Fee

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

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

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2015-2016		
2016-2017		
2017-2018		
<b>Average Turnover</b>		

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

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

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

- i) .....
- ii) .....
- iii) .....

**DECLARATION**

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

Place:  
Date:

Signature of Authorized Signatory

Name:  
Designation:  
Seal: