

Tender Notification for

**COMPREHENSIVE AMC FOR MAINTENANCE & MONITORING
OF LT AUTOMATIC POWER FACTOR CORRECTION PANELS IN
BSES YAMUNA POWER LIMITED , NEW DELHI-32**

NIT NO CMC/BY/19-20/RB/AS/51 Dt.05.11.2019

Due Date for Submission of Tender:26/11/2019, 2.30 PM

Date and Time of opening: 26/11/2019 3.30PM

Pre Bid Meeting: 15/11/2019: 4 PM

Shakti Kiran Building, Karkardooma, New Delhi-110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number : +91 11 3999 7111

Fax Number: +91 11 3999 9765

Website: www.bsedelhi.com

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SECTION -1 Request for Quotation

1.1 GENERAL

BSES YAMUNA Power Limited invites sealed tenders in 2 envelopes for

“COMPREHENSIVE AMC FOR MAINTENANCE & MONITORING OF LT AUTOMATIC POWER FACTOR CORRECTION PANELS IN BYPL for Two Year .

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

“BID FOR COMPREHENSIVE AMC FOR MAINTENANCE & MONITORING OF LT AUTOMATIC POWER FACTOR CORRECTION PANELS IN BYPL” ,“NIT NO CMC/ BY/19-20/RB/AS/51 Dated 5/11/2019 ”.

BYPL invites sealed tenders from eligible bidders for the above-mentioned work (clause 1.01).

Estimated cost of work	Rs 1, 60,00,000/-
Earnest money Deposit	Rs 3,20,000/-
Cost of Tender form (Non- Refundable)	Rs.1180/- (including GST)
Duration of the Work	2 Year (from date of issue of LOI/order)
Tender documents on sale	5.11. 2019 (working days)
Date & time of Submission of Tender	26.11.2019 Hrs till 2.30 HRS
Date & time of opening of Tender *	26.11.2019 AT 3.30 PM
Pre Bid Meeting	15.11.2019 AT 4 PM

*(Opening of technical bid)

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/- (including GST)** 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 1.01. The tender documents & detail terms and conditions can also be downloaded from the

website 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 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:

- a. Request for quotation/ Notice Inviting Tender
- b. Instructions to bidders.
- c. Commercial Terms & conditions
 - d. Bill of Quantities/ Price Format
 - e. Complete scope of work

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

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

If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of

- (i) FDR/BG drawn in favor of **BSES Yamuna Power Ltd**, payable at Delhi.
- (ii) If Tender is received after due date and time.

1.2.4 Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost.

1.3 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.

- i) The bidder should have experience of carrying out installation/ operation/ maintenance of at least 500 panels LT APFC panels in any one financial year during last five financial years.
OR

Any reputed manufacturer who has supplied at least 500 no LT APFC panels in any one financial year during last five financial years .The bidders should have sound technical know-how of operation/ maintenance of LT APFC panels and capable of providing spares for maintenance of panels.

- ii) The bidder should enclose performance certificates in support of relevant experience.

- iii) Bidder must provide proof of having average annual turnover of Rs. 3 Crore or above during the last three financial years.

- iv) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs from any nationalized/ scheduled commercial bank.

(v) Bidder should have valid Registration No. of GST.

(vi) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration

(vii) Bidder should have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in Delhi region.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

Firms who are debarred/ blacklisted in other utilities in India will not be considered.

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.

No joint ventures/ consortiums are allowed

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

Latest balance sheet

Detail of Banker & Cash Credit limit

Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)

Memorandum & Articles of Association of the Company

Organization Chart of the company

Experience details with credentials

Turnover certificate issued by C.A for the last three Financial Years.

1.4 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 Deptt.

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

Acceptance to Technical Specifications

The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal

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

TIME SCHEDULE

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

S. No	Steps	Comprising of	Due date
1	Date of Sale of Bid	From	05.11.2019,
2	Pre bid meeting for Technical & Commercial Queries	All Queries related to RFQ	15.11.2019, 4 PM
3	Last Date of Receipt of Bid Documents		26.11.2019, AT 2.30 PM
4	Date & Time of Opening of 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 Technical Literature/ list of makes etc Any other relevant document Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc.	26.11.2019, AT 3.30 PM
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders/Reverse Auction	Price strictly in the Format enclosed(Section IV) indicating Break up regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website/E-Mail

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.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Company reserves the right to evaluate the bids through Reverse Auction. In case reverse auction is conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as APEENDIX-I in this tender document. Training/details shall be provided to bidders before participation in auction.

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 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.

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.

d) The Company reserves all the right to extend the contract for more than one year to meet the delivery requirement .

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.

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	Shakti Kiran Building BSES YamunaPower Ltd, Karkardooma , New Delhi-32	C&M Deptt., BSES Yamuna Power Ltd, 3 rd Floor, "A" Block, Karkar- dooma Shaktikiran Building New Delhi-110032

SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES Yamuna Power Ltd, hereinafter referred to as “The Company are desirous of awarding COMPREHENSIVE AMC FOR MAINTENANCE & MONITORING OF LT AUTOMATIC POWER FACTOR CORRECTION PANELS IN BYPL’S .FOR TWO YEAR ”.

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

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.

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.

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.

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.

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

2.0 SCOPE OF WORK

The scope of work shall include Comprehensive maintenance, monitoring of LT APFC panels & repair/ replacement of defective parts including theft coverage.

3.0 DISCLAIMER

3.1 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.

3.2 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.

3.3 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.

3.4 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).

4.0 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.

BIDDING DOCUMENTS

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

Request for Quotation (RFQ) - Section - I Instructions to Bidders (ITB) - Section - II Commercial Terms & Conditions - Section -III Bill of quantity /Price Format - Section IV

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.

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

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:

BG from a nationalized/ scheduled bank in favour of BSES YamunaPower Limited valid for 3(THREE) months after last date of receipt of tenders

The EMD shall be valid for 3 months from the last date of receipt of tenders. Earnest money given the bidders shall be returned within a week of award of contract to the successful bidder. The amount of EMD by the successful bidder shall be adjustable in the security bank guarantee if so desired by the bidder.

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-Attorney 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 there after 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. 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. No deviation to the bid terms and conditions shall be acceptable.

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 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 to more than one bidders in the tender.

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 to any extent without any change in rates and terms and conditions during the validity of the contract.

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, technologically acceptable. The successful Bidder(s) 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 FRAUDULENT 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 an 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: 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.

1.06 The company reserves the right to split the order among various successful tenderers in any manner he chooses without assigning any reason whatsoever.

2.0 COMMERCIAL TERMS & CONDITIONS:

DEFINITIONS and 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 Shaktikiran Building, Karkardooma, New Delhi-32, Corporate Identification Number: U40109DL2001PLC111525, Telephone Number : +91 11 3999 7111, Fax Number: +91 11 3999 9765, Website: www.bsedelhi.com and shall include its authorized representatives, agents, successors and assigns.

1.2. CONTRACTOR: shall mean the successful bidder 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 Order Engineer In-charge shall be respective Circle Head (BYPL) or any of his nominated representatives.

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 LOI/order.

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

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited the site of the work and ascertained therefore 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 SCOPE OF WORK:

i) The scope of work to be carried out by Contractor shall be comprehensive maintenance & monitoring of functioning performance & KVAR output delivery of the Automatic Power factor Correction Panels.

ii) These APFC Capacitor Panels are with MCB/MCCB/ Contactor controlled and supply the rated kVAR (Max. 200 or 300 KVAR at rated 440 & freq. 50 Hz.) to maintain a target p.f. of 0.95 Lag & above at distribution substations, depends on the load conditions. The contractor shall ensure 100% availability of KVAR installed in the system.

iii) It shall be Contractor's responsibility to keep the LT APFC Panel in operation.

iv) Contractor's responsibility shall include complete maintenance of the LT APFC panels as following: KVA saved & Capacitance value

v) Repair/ replacement of defective parts of LT APFC panels from the starting date of LOI/Order.

vi) Apart from the above, any other detail / data to be provided by the contractor and format for this data shall be as per the instruction of Engineer in charge

vii) Software and communication protocols required for downloading the data from the APFC panel & Development of the software, if required, will be in contractor's scope of work.

viii) The scope also includes routine checkup of the system using necessary Data terminal or Computer or other such devices.

ix) Checking the performance of the system & visual inspection of all the power circuit & control circuit components for their healthiness. The components would include but not limited to:

1. Overall physical inspection of LT Capacitor panel/ missing component if any
2. Smooth operation of LT switchgears, Contactors
3. Switching ON/OFF operations of capacitors in stages.
4. Number of capacitor banks in service.
5. KVAR output available
6. Display of APFC Controller
7. Operation of cooling fans
8. Tightness of connections for control and power cables.
9. Inspection for blown Fuses Links.
10. Control Relay
11. General check for Indicating lamps/ LEDs and Selector switches/Toggle switches.

4.1 Monitoring:

4.1.1 The scope covers regular monitoring of the system & downloading the data from Power Monitor of each APFC Panel using his own downloading equipment/software from the logger & compile & submit the data with graph for the past month, once in a month to the Engineer in charge. Software used by the vendor should be approved by BSES IT & Engineering department .

4.1.2 Provide the software and communication protocols required for downloading the data from the APFC panel. Development of the software for all the makes of APFC panels, if required, will be in your scope of work.

4.1.3 The Engineer in charge shall get the document verified within 10 days on the basis of monthly data sheet & data down load from data logger, submitted by the contractor.

4.1.4 This logged data shall be in spreadsheet format with necessary Graphs on a non-returnable CDs accompanied with one full Day's printout of Data & Graphs

4.1.5 The downloaded data shall consist of:

- a) Three phase Load current
- b) 3 phase Voltage [Line to line & line to neutral], c) 3 phase current before & after compensation, d) Capacitor current per phase

- e) KVA, KW, [phase wise & total]
- f) KWh units,(It shall have a kWh instantaneous cumulative reading to notice the consumption energy dynamically)
- g) KVAR requirement of the system & KVAR supplied by the bank, [phase wise & total]
- h) Power factor before & after compensation, i) KVA saved.
- j) Capacitance Value

4.2 Maintenance:

The scope covers to maintain the bank in good condition so that it gives the desired output delivery as per the relevant standards.

The contractor shall check up the capacitor value to ensure the capacity to deliver the compensation. The contractor shall ensure 100% availability of KVAR installed in the system.

Monthly maintenance of all APFC panels is essential. All breakdowns / flashovers are to be attended and made functional immediately within 24 hours of occurrence.

Please note that this is a comprehensive AMC. As such immediate replacement of any faulty / missing part is under contractor's scope.

Safety, theft & other aspects –

In the event of theft of APFC panels / its components / cables, the contractor shall lodge an FIR in coordination & as directed by Engineer In-charge. Spares for the same shall be replenished by the contractor.

Proper coordination will be provided by BYPL staff in such cases.

BSES shall not be responsible for the loss & damage to the equipment during the contract period for whatever reasons, including natural calamity / theft, for which contractor shall provide adequate protection & take appropriate insurance.

The contractor staff shall take necessary precaution while carrying out data logging etc.

In case of carrying out replacement of parts, the same shall be done under the supervision of authorized representative of Engineer In-charge after taking necessary permit to work (PTW) clearance.

BYPL shall not be responsible for any liabilities in case of any accident to contractor's personnel while carrying out any of the work specified in the contract

Apart from the above, any other detail / data to be provided by the contractor and format for this data shall be as per the instruction of Engineer in charge. Software and communication protocols required for downloading the data from the APFC panel & Development of the software, if required, will be in contractor's scope of work.

4.3 Safety, Theft and other Aspects:

4.3.1. In the event of theft of APFC Panel/ its components / cables, the contractor shall lodge an FIR in co-ordination and as directed by Engineer-in-charge. Spares for the same shall be replenished by the contractor. Proper coordination shall be provided by BSES staff in such cases BSES shall not be responsible for the loss or damage to the equipment during the contract period for whatever reasons including natural calamities, theft, for which Contractor shall provide adequate protection and take appropriate insurance.

4.3.2 The Contractors staff shall take necessary precaution while carrying out Data Logging etc.

4.3.3 In case of carrying out replacement of parts the same shall be done under the supervision of authorized representative of Engineer-In-charge after taking necessary Permit to Work (PTW) clearance.

4.3.4 BYPL shall not be responsible for any liabilities incase of any accident to contractor's personnel while carrying out any of the work specified in the contract.

4.4 Relocation / Shifting of Panels:

: It is brought to the notice of the contractor that these capacitor panels may be installed/shifted/re-installed at any of the distribution substations of BYPL area in Delhi. In case the Panel needs to be shifted to other Sub-station due to any improvement/ up gradation/Augmentation/modernization work, then BYPL shall pay additional charges, which will be decided separately and will be claimed by Contractor on separate invoices raised.

However any such relocation/ shifting shall be carried out with the prior approval of the Engineer in charge and their written consent.

The shifting shall be completed within a period of 7 days from the date of removing the L.M. Systems. The AMC charges shall be payable during the shifting period but not beyond 7 days.

However, AMC charges shall be payable beyond the period of 7 days, in case of Contractor's inability to disconnect/re-commission the LT Load Management System owing to non receipt of prior notice / non availability of shut down or failure of BSES to allocate alternative site.

4.5 INSURANCE:

Immediately on the AMC coming into effect the contractor shall insure the LT APFC panels for its full replacement value or market value whichever is higher, against all risks including fire, riot, lightning, explosion, earthquakes, strike, storm, tempest, floods, wars, malicious damage, air crash, theft, burglary, civil commotion, electrical hazards and such other risks (including third party liability risks) and pay all insurance premium and renew the insurance policies from time to time, till the end of contract period. The contractor shall submit copy of the insurance premium receipt mentioning the period of validity to BSES from time to time.

In the event of any claim arising under any such insurance, the contractor shall furnish to the BSES, immediate written intimation thereof and BSES shall comply with all documentary requirements of contractor such as: testifying that loss/ theft of or damage to the LT Load APFC Panel has been taken place from premises/ station under its control so as to facilitate immediate settlement of the insurance claim.

Notwithstanding anything herein contained above, contractor may at its option agree that any insurance receipts recoverable under the said insurance shall be applied at the option of the contractor, in either of the following manner:

- (i) In making good the damages, or
- (ii) In replacing the LT APFC panel.

5.0 QUANTITIES:

The List of Installations of LT APFC Panels are enclosed as Annexure-A. The details of total installations in BYPL are as follows:-

1) 200 KVAR APFC Panels	- 213 Nos.
2) 300 KVAR APFC Panels	- 235 Nos.
Total	- 448 Nos.

6.0 CONTRACT PRICE:

AMC charges shall be as finalized through this tender. No additional amount shall be paid for replacement of any parts/ component of the APFC Panel.

These rates will remain firm and final for the entire duration of the order/ agreement, and are not subject to any escalation and variation for any reason whatsoever.

The contract value will be worked out on the basis of finalized rates and qty.

7.0 TAX & 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 GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws

8.0 TERMS OF PAYMENT:

Contractor shall generate Monthly Bills, along with related documents and submit the same to concerned Engineer In charge.100% payment shall be released to the contractor within 30 days from the submission of bills.

The concerned Engineer Incharge shall get the documents verified within 10 days on the basis of Monthly Data Sheet with data down loaded into CDs from the Data Logger submitted by Contractor, and shall also prepare Monthly Performance Certificates of the LT Load Management System

Engineer in charge or his authorized representative may randomly visit & check the performance of the installed LT Load Management System.

9.0 VALIDITY:

The AMC shall be valid for one year from the date of issue of contract agreement

10.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

10.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 1 month from the date of issue of Order for due performance of the provisions of Work Order.

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

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

10.4 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 what-

soever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

10.5 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.

11.0 LIQUIDATED DAMAGES/PENALTY/ DEDUCTIONS:

i If the panels are found in non-working condition or any panel component is missing / faulty (within the scope of the contractor) irrespective of providing of desired output, the contractor shall put the same in order within 15 days of fault being reported to Contractor and in event of non compliance AMC charges shall not be paid for that period as well as penalty amount equal to AMC charges on pro rata basis shall be deducted from contractor's bills subject to a maximum of corresponding AMC charges per panel per month from the expiry of 15 days of reporting. This penalty shall be imposed on monthly basis till the panel is restored by the contractor.

If desired power factor is not maintained by the contractor, AMC charges for that period shall not be paid for such LT APFC panels.

In case of wrong data with malafide intentions of any type of judging, shall be critically scan, leading to termination of contract & blacklisting of vendor and for forfeiting from BG & payments.

12.0) 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, 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. Broadly, the compliance shall be as detailed in ANNEXURE I enclosed.

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

13.0) 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

14.0) THIRD PARTY INSURANCE:

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 / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the 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.

15. INSURANCE POLICY:

15.0) Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the 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 (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BYPL.

16.0) 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 COMMERCIAL ECO FRIENDLY 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;

17.0) SAFETY CODE:

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

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

The Contractor must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing COMPANY's work.

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

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

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence and in addition, the

contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

18.0 ENVIRONMENTAL, HEALTH & SAFETY PLAN:

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

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

All contractors' staff is accountable for the following:

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

19.0 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 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.

20.0 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.

21.0 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this work 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.

22. FORCE MAJEURE:

22.1 General:

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had

such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

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

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

23.0) RISK & COST :

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change 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.

24.0) 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

25.0 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:

Head of Department

Contracts & Material Deptt.

BSES YamunaPower Ltd

3rd Floor, "A" Block, Shakti kiran Building

Shaktikiran Building

New Delhi-110032

26.0 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.

27.0 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.

28.0 NON-EXCLUSIVITY:

The award of this order to the Contractor shall not preclude the Company from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Company at its description places the order on any other party.

29.0 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 contract up to the date of cancellation of order.

The Contract can be terminated by either party by giving to the other one month's notice thereof. The Company reserves the right to terminate the contract without notice incase of unsatisfactory work or non-compliance with any of the above stated terms.

30. Vendor Code of Conduct:

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

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

In event of any such breach, irrespective of whether it causes any loss/damage, company (BYPL) shall have the right to recover loss/damage from Contractor. The Contractor hereby indemnifies and agrees to keep indemnified the company (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor or its officers, agents & representatives etc

31.0 ACCEPTANCE:

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

However, during the course of the execution of the order if at any time the Company's representative observe and form an opinion that the work under the order is not being performed in accor-

dance with the terms of this work order, the Company reserves its right to cancel this work order forthwith without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the contractor.

32. 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.
- 1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment like shoes, safety belts, helmets etc. adhering to safety compliances.

2. OHS Policy

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply, 2010 shall follow the Health & Safety policy of BYPL. 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

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.

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

Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BYPL (Head Safety).

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 contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency or trainer, which should be verified earlier by BYPL safety department accordingly. The Training certificate should not be more than one year old.

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

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

5.1 The contractor shall ensure that all his workers have undergone the safety induction 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 shall ensure all the required PPEs given in clause 6.2 and shall allow their workers to start work at site only after proper verification of adequacy of safety gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of BYPL.

6.2 PPE' REQUIREMENT

6.2.1 Contractor has to provide the following PPE's and ensure the quantity and quality of PPEs and continuous uses of following PPE's by his staff.

S.NO	NAME OF THE PPEs	LINEMAN / FIT-FIT-TER/SKILLED	HEL- PER/UNSKILLED	SUPERVI- SOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITION- ING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Annexure- 1 under environmental, health & safety plan clause) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department.

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

6.2.4 Technical Specification of the PPEs

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

6.2.4.2 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: 3M / KARAM / UFS

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

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

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

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

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

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm

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

Lead MAKE: MSA / UVEX/ UFS/3M

6.2.4.5Electrical Insulating Hand Gloves – Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following features:

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

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

break	
Tension set	<15%

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

Lead MAKE: Honeywell / ANSELL

6.2.4.6 Certificates required for all PPEs:

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

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. Working at Height

8.1 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.

8.2 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.

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

9. Reporting of Incidents / Dangerous Occurrences

9.1 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 divisional head in prescribed form and also to all authorities envisaged under the applicable laws.

10. Suspension of Work

10.1 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.

10.2 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.

10.3 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 waiver of levy of liquidated damages.

10.4 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.

11. OHS Appreciation Policy

11.1 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.

12. Safety Motivational Scheme for Contractor Employee

12.1 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.

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

13 Guidelines for Penalty Policy Implementation

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

13.2 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.

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

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

13.5 Safety Head may impose penalty for serious violations directly.

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

13.7 Safety violations to be considered for Penalty are classified as A, B & C

14. Guidelines for Safety Appreciation Policy Implementation

14.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations in either of A, B or C classes.

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

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

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

14.5 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.

14.6 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.

14.7 BYPL Management shall present one Running Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 11th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

Appendix – 1

Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand/ Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account

Signature of Contractor / Date.....

33. 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 table C (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.

ANNEXURE I-Statutory Obligations

The CONTRACTOR should obtain and submit the following to the Engineer In Charge before commencement of work:-

- a. Certificate of registration under Contract labour (R & A) Act 1970.
- b. PF Code No. and all employees to have PF A/c No. under PF Act, 1952
- c. All employees to have a temporary or permanent ESI Card as per ESI Act. d. ESI Registration No.
- d. To follow Minimum Wages Act prevailing in the state.
- e. Salary/ Wages to be distributed not later than 7th of each month in presence of Engineer in Charge. A certificate to this effect should be certified & enclosed with the bill. g. To maintain Wage- cum Attendance Register.
- f. To maintain First Aid Box at Site
- g. The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
 - has paid minimum wages to his manpower.
 - deduct and deposited ESI/PF contribution. Copy of the same shall be submitted. j. Service Tax registration number.
- h. Electrical License.
- l. Workmen compensation policy. m. Third party Insurance Policy.
- j. Life Insurance Policy of all staff deploy

ANNEXURE-A

DETAILS OF LT APFC INSTALLED IN BYPL

Sr.No.	Distt.	No. of Panels installed		
		200 KVAR	300 KVAR	TOTAL
1	CHANDNI CHOWK	1	13	14
2	DARYAGANJ	12	34	46
3	PHARGANJ	0	24	24
4	PATEL NAGAR	22	13	35
5	SHANKAR ROAD	8	65	73
6	KRISHNA NAGAR	14	13	27
7	LAXMI NAGAR	42	13	55
8	MAYUR VIHAR	70	13	83
9	GT ROAD	19	22	41
10	KARKARDOOMA	3	21	24
11	NANDNAGRI	16	0	16
12	YAMUNA VIHAR	6	4	10
	Total	213	235	448

SECTION-IV: PRICE FORMAT

S.N	Item	Unit	Qty	Monthly AMC charges in Rs.	Amount in Rs.(excluding GST)
1	Monthly AMC charges for 200 kVAR LT APFC panels	Per panel	213		
2	Monthly AMC charges for 300 kVAR LT APFC panels	Per panel	235		
	Total		448		

BID FORM

To

Head of Department

Contracts & Material Deptt.

BSES YamunaPower Ltd

3rd Floor, "A" Block, Shakti Kiran Building

Karkardooma, New Delhi-110032

Sir,

We understand that BYPL is desirous of services in it's licensed distribution network area in Delhi

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.

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.

We agree to abide by this Bid for a period of 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.

We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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..... 20 19

Signature..... In the capacity of authorized to sign for and on behalf of (IN BLOCK CAPITALS).....

APPENDIX-I

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE (TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES YamunaPower Limited

Whereas BSES YAMUNAPOWER 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 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 or 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 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 _____ day of _____ 2019 at _____

1. _____ For _____ Bank

2. _____

Signature

Name

Power of Attorney No:

Banker's Seal

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 it’s Corporate Office at Shakti Kiran Building ,Karkardooma, New Delhi-32 ,(herein after called —the “Purchaser”)in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this_____ day of _____ 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 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

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

APPENDIX-I

TERMS & CONDITIONS FOR REVERSE AUCTION

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

Reverse auction shall be governed by following terms and conditions:

- 1) BYPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).
- 2) BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the bidder.
- 3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard them against any possibility of non-participation in the auction event.
- 5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
- 6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BYPL.
- 11) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BYPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.