

Tender Notification for

**“PROVIDING BACK SUPPORT FOR SOFTWARE DEVELOPMENT
AND MIGRATION OF APPLIACTION IN BYPL”**

NIT No.: CMC/BY/19-20/RB/PM/66

Due Date and Time of Submission: 06.02.2020, 03:00 HRS

BSES YAMUNA POWER LIMITED

Shakti kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 41247191/41249388

BSES YAMUNA POWER LTD (BYPL)

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SECTION-I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “PROVIDING BACK SUPPORT FOR SOFTWARE DEVELOPMENT AND MIGRATION OF APPLIACTION IN BYPL” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

**“PROVIDING BACK SUPPORT FOR SOFTWARE DEVELOPMENT AND
MIGRATION OF APPLIACTION IN BYPL”**

“NIT No. CMC/BY/19-20/RB/PM/66”

- 1.1.1 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract
- | | |
|--------------------------------------|---|
| Estimated cost of Contract: | ₹ 1.14 Crs |
| Earnest money Deposit: | ₹ 2.28. Lacs |
| Cost of Tender (Non-Refundable): | ₹ 1180/- |
| Completion period of the Contract: | One year or as defined in the contract |
| Date & time of Pre Bid Meeting: | 30.01.2020. at 04:00 PM at Shakti
Kiran
Bldg, Karkardooma. |
| Date & time of Submission of Tender: | 06.02.2020 till 15:00 HRS |
| Date & time of opening of Tender: | 06.02.2020 at 16:15 HRS (Opening of
technical bid) |

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

**Head of Department
Contracts & Material Deptt.
BSES YAMUNA Power Limited
Illrd Floor, ‘A’ Block
Shakti Kiran Building
Karkardooma
Delhi-110032**

The tender document will be issued on all working days upto the date mentioned as above. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesselhi.com. In case tender papers are downloaded from the above website, then the bidder has to deposit a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

- 1.2.1 Contracts envisaged under this Tender are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfil 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. General Terms & conditions
 - D. Scope of Work & specifications

- E. Bill of Quantities/ Price Format
- F. Formats and Annexures

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

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

- Earnest Money Deposit (EMD) of value INR ₹ 2, 28,000/- is not deposited in shape of (FDR/ DD/ Pay Order/ Banker's Cheque) drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.
- Tender document is downloaded from website and tender fees is not submitted.
- The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
- Complete Techno-commercial details supported by relevant documents are not enclosed.
- If pre-bid meeting is not attended by the bidder
- Tender received after due date and time.

1.3 Qualification Criteria:

1. Should have average Annual turnover of ₹ 2.5 Crs in last three financial years.
2. Executed 3 works of similar nature / type of service with value of at least ₹ 50 lacs each in last 2 years
3. Must be registered under GSTIN, ESI, and PF.
4. The right to reject any or all tenders without assigning any reason whatsoever is reserved by BSES. BSES also reserve the right to award consolidated order or separate orders for one or more parts.
5. The tender shall automatically be rejected due to non-submission of any of the documents requested for in this document

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

Please Note:

- 1) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- 2) Company reserves the right to carry out technical/ commercial capability/ infrastructure assessment of the firms by inspection or by any other means and company's decision shall be final in this regard.

Also, the Firm shall furnish the following commercial & technical documents along with the Tender:

- a) Covering letter on Letter Head.
- b) Notarized Power of attorney for signing of application
- c) Agency's Profile
- d) Financial capabilities of the firm:
 - Latest balance sheet
 - Detail of Banker & Cash Credit limit

- Turnover certificate issued by C.A for the last three Financial Years.
- e) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd.)
- f) Memorandum & Articles of Association of the Company/Partnership deed.
- g) Organization Chart of the company
- h) Details of resource engagement capability
- i) Experience with credentials and performance certificates
- j) Copy of ESI/PF Registration certificate
- k) Copy of PAN/GSTIN no.
- l) Premises Detail.

1.4 Pre-Bid Meeting:

Pre-bid meeting shall be conducted by BYPL at the date and specified in this tender document at Head Office of BYPL. All the queries related to this tender must reach to C&M BYPL at least one day before the date of pre- bid. All the queries shall be replied in the pre bid, in case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. The bidder or their representative who intends to bid and who have either purchased tender documents or will pay tender fees for down loaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document. No deviation is acceptable.

1.4.1 BID SUBMISSION:

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

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

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- General information about bidder
- Documentary evidence in support of all the qualifying criteria
- Technical Literature if any.
- Tender document.
- Details of experience of works of same or similar nature. Copy of work orders and performance certificates.
- Power of attorney
- An undertaking that salary of deployed resource shall be as per applicable minimum wages in NCT of Delhi and all other statutory compliances. Also the salary shall be credited through ECS in the account of resource deployed.
- Deviations if any.
- Copy of all statutory Registration certificates like, ESI, PF etc.
- Any other relevant document

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	Technical Queries, if any	All Queries related to RFQ	30.01.2020 03:00 PM
2	PART A Technical and Commercial Bid	Technical bid along with all documents as mentioned in this tender	06.02.2020, 15:00 PM
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V)	Successful bidders will be intimated through website

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

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

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

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

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

1.4.2 Award Decision

- a) Company intends to award the business on a lowest bid basis but should cover the cost of resources required to execute the work along with reasonable profit, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity in addition to other factors that Company may deem relevant.

- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the execution requirement or nullify the award decision without assigning any reason thereof.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to other contractor(s) who will be found eligible/fit.

1.4.3 Market Integrity

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

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

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. Bidder(s) who do not honour 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 (IT) BYPL Mr. Ashwani Aggarwal Ashwani.Aggarwal@relianceada.com	Head (C & M) Mr. Rakesh Bansal rakesh.bansal@relianceada.com
Address	BSES Yamuna Power Ltd 3rd Floor “C” Block, Shakti Kiran Bldg, Karkardooma, Delhi – 110032 Landline-011-39999096	BSES Yamuna Power Ltd C & M Deptt 3rd Floor, A Block, Shakti kiran Bldg, Karkarddoma,Delhi - 110032

SECTION-II

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

BSES YAMUNA Power Ltd, hereinafter referred to as “The Company” is desirous for “Providing back support for software development and Migration of application in BYPL” and it has now floated tender as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope includes providing back support for software development and Migration of Detailed scope of work shall be as enumerated in Section IV

3.0 DISCLAIMER

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

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

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

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

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

- SECTION – I: REQUEST FOR QUOTATION
- SECTION – II: INSTRUCTIONS TO BIDDER
- SECTION – III: GENERAL TERMS AND CONDITIONS

SECTION – IV:	SCOPE OF WORK
SECTION – V:	BILL OF QUANTITY/PRICE FORMAT
SECTION – VI:	BID FORM
ANNEXURES:	FORMATS FOR EMD AND BANK GUARANTEE ETC.

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to the Bidders or by way of uploading the corrigendum on BSES website, and will be a binding.
- 6.03 In order to afford prospective Bidders a reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

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

9.0 BID FORM

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

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD of requisite amount as already specified in the Section-I. The EMD is required to

protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Fixed Deposit Receipts (FDR)/ DD/ Pay Order/ Banker's Cheque from a nationalized or scheduled bank in favor of BSES YAMUNA Power Limited valid for 3 (three) months after the last date of receipt of tenders
- (b) BG from a nationalized or scheduled bank in favour of BSES Yamuna Power Limited valid for 3 (three) months after last date of receipt of tender

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

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Contract 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.

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be initialled by the signatory accompanied with seal of the Agency.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be 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 – "Tender Notice No. & Due Date of opening"
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The Original bid must be timely received by the company at the address specified in section –I
- 16.02 The Company may, at its discretion extend the deadline for the submission on of bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

The bids will be evaluated technically on the compliance to tender terms and Conditions.

BYPL reserves the right to ask the bidders to provide breakup of the prices as quoted by them against line items. In case it is observed that the bidders have under quoted the prices against these line items in view of applicable minimum requirement of resources, BYPL reserves the right to out –rightly reject these bid(s).

20.1 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

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

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

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check later on the Technical Proposals and the Conditional ties of the Bidders would be evaluated.
- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Contract completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents
 - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
 - (e) Change in the quantity from mentioned in the tender

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

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

24.0 AWARD OF CONTRACT CONTACTING THE COMPANY

- 24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

26.0 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 other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate. The full or part of the contract may be awarded to other bidder(s) on differential rates.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions during the execution of the Order. BYPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly. BYPL also reserves the right to implement optimisation plan for resources required by way of improving productivity. Accordingly the contract size may be adjusted proportionately. No resource addition/replacement shall be allowed without prior written approval of BYPL's concerned department.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of work/order. The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

29.0 CORRUPT OR FRADULENT PRACTICES

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Company of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION – III:

GENERAL TERMS AND CONDITIONS

General Instructions:

- a) All the Bids shall be prepared and submitted in accordance with these instructions.
- b) 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.
- c) 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.
- d) 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.
- e) The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

The following terms & expressions as used in this Tender Document shall have the meaning defined and interpreted here under:

1.1. Company:

The terms "Company" shall mean BSES YAMUNA Power Limited having its office at Shakti Kiran Building, Karkardooma and Delhi-110032 and shall included its authorized representatives, agents, successors and assignees.

1.2 Contractor:

Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 Rate:

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

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

1.4 Contract Order Specification:

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

1.5 Site:

The terms "Site" shall mean the Contracting location mentioned in the Contract order.

2. OFFICER-IN-CHARGE:

The term "Officer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the Contract. The same shall be mentioned in the Contract.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

4. LANGUAGE AND MEASUREMENT:

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

5.0 VALUE OF THE CONTRACT ORDER:

Value of Contract order will be contracted out on the basis of finalized rates. The rates shall remain firm and fixed for the period of contract. They shall not be subject to escalation and any increase in amount

The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (i) increased labour costs or costs related to cars or other equipments provided, (ii) changes in insurance premiums, and/or (iii) changes in legislations or regulations relating to the Service

6.0 TAX & DUTIES:

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

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

- 7.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.
- 7.2 The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period
- 7.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.
- 7.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the

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

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

8.0) TERMS OF PAYMENT:

- 8.1 Service Provider shall submit correct monthly running bills to the concerned Officer-in-Charge, completed during the month.
- 8.2 Company shall make payments on the bills within 30 days from the date of submission of the bills duly verified and certified by Officer-in-Charge by quoting all the applicable clauses of agreement along with documentation in support of verification, at Vendor Support Cell, Shakti Kiran Building, Karkardooma, after deduction of taxes required by applicable laws to be deducted at source.

The Service Provider shall submit to the Company true copies of receipts of all such taxes paid within 30 days of making such payments. Invoices raised for work carried out under this order, in the manner indicated above, will be returned to the Service Provider by Engineer-in-charge within 3 days of its receipt, duly certified by Engineer-in-charge as under:

"Certified that work and the quantity for which this invoices (with No & Date) has been raised, has been duly verified and certify with reference to relevant documents and found to be correct, the terms and condition shall be satisfactorily completed by the Service Provider. Payment may be made as per Agreement rates".

- 8.3 In case of first bill, the billing period shall be till the end of the immediately following calendar month. The bills shall be made in favor of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi.

The bill shall consist of the prescribed documents on standard stationary designed by the Company. Service Provider shall collect the details of such documents and formats from the Company.

- 8.4 Notwithstanding anything with the release/ payment of bills by the Company to the Service Provider, the Service Provider shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Service Provider pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release / payment of the bill by the Company to the Service Provider and the payment of any salary, wages or any other dues whatsoever by the Service Provider to its employees, workmen and laborers.
- 8.5 Service Provider shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in clause no 5.

- 8.6 100% payment shall be released on submission of bill and certification of Contract completion by Officer In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.
- 8.7 The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer In Charge for compliance to check points given in check list. The check list shall be provided by Officer In Charge.
- 8.8 The company may modify procedure for submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company time to time.

9. STATUTORY OBLIGATIONS:

- 9.1 The Service Provider shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. Service Provider has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above and shall provide proof to the Company, from time to time or as may be specifically requisitioned by the Company.
- 9.2 The Service Provider shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.
- 9.3 Service Provider shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labor (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Service Provider shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall entitled to deduct from any money due to or to become due to Service Provider any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Service Provider shall abide by the decision of the Company to the sum payable by Service Provider under the provisions of this clause.

9.4 STATUTORY REQUIREMENTS:

The Contractor should obtain and must submit the following to Company before commencement of Contract and these shall renewed from time to time as and when required:

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

- d) GST registration number.
- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration if applicable.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) The Salary/wages to all deployed resource is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
- c) To maintain Wage-cum -Attendance Register
- d) The resource which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of ₹ 2.00 lacs.
- e) To maintain First Aid Box at Site. e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- f) **INSURANCE POLICY FOR LIFE COVER:**
Contractor must take a GPA (Group Personal Accidental Policy) for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of ₹ 10 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents).
- g). **Antecedents verification of deployment**
Without limiting the foregoing terms of the present Order/ Contract the contractor shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with prior consent of the personnel. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employee arising out of or against any such background check(s).
- h). In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.

To motivate his employees to achieve high level of performance standard, the contractor shall formulate and implement an appropriate R&R Policy based on aforesaid performance measure which will include advisory action also.

10. Penalty

