

BSES YAMUNA POWER LIMITED (BYPL)

Notice Inviting Tender (NIT)

for

“Construction of Transformer foundation, fire wall & other civil works at Bhagirathi Grid in Karawal Nagar”

NIT No.: CMC/BY/24-25/RS/SvS/VK/4

Dated: 08.05.2024

[RFx No: 2200000023]

Due Date for Submission of Tender: 29.05.2024, 15:00 HRS

Date and Time of opening: 29.05.2024, 16:00 HRS

BSES YAMUNA POWER LIMITED,

Shakti Kiran Building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Website: www.bsesdelhi.com

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

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CHECK LIST

(FOR BID SUBMISSION)

S. No	Item Description	Yes/No
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
8	NO DEVIATION DECLARATION (NDD)	
9	UNPRICED TECHNO-COMMERCIAL BID	
10	PRICE BID	

SECTION-I
REQUEST FOR QUOTATION (RFQ)

SECTION- I **REQUEST FOR QUOTATION (RFQ)**

1. GENERAL

BSES Yamuna Power Limited invites tenders on a “Single Stage: Two Parts” bidding basis i.e. Techno-Commercial Bid & Price Bid on its E-Tendering portal (<https://srmpdportal.bsedelhi.com:50001/iri/portal>) from eligible Bidders for award of contract for “Construction of Transformer foundation, fire wall & other civil works at Bhagirathi Grid in Karawal Nagar”.

- 1.1. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.
- 1.2. The sealed envelopes shall be duly super-scribed as:

“NIT No.: CMC/BY/24-25/RS/SvS/VK/4 Dated: 08.05.2024”
“RFx: 2200000023”
For

**“Construction of Transformer foundation, fire wall & other civil works at
Bhagirathi Grid in Karawal Nagar”**

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

RFx Number (Request for Quotation / Proposal Number)	2200000023
Estimated Cost of work	Rs 1.07 Crore
Cost of Tender Documents (Non- Refundable)	Rs.1,180/- (including GST)
Earnest money Deposit (EMD)	Rs 2.15 Lakh
Duration of the Work	06 Months
Tender documents on sale	08/05/2024 to 29/05/2024 (Working days)
Date & time of Submission of Bid	29.05.2024, 15:00 HRS
Date & time of opening of Techno- Commercial Bid	29.05.2024, 16:00 HRS

- 1.4. The tender document can be obtained from the address given below against submission of a non-refundable demand draft of Rs. 1180/- drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of the requisite amount through IMPS/ NEFT/ RTGS. The tender document is also available for download from the website www.bsedelhi.com--> BSES YAMUNA POWER LTD --> Tender --> Open Tenders:

**Head of Department,
Contracts & Material Department,
BSES Yamuna Power Limited,
III Floor, “A” Block, Shakti Kiran Building,**

**Karkardooma,
New Delhi-110032.**

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

- 1.5. DD shall be accepted for tender fees or Online transfer of the requisite amount through IMPS/ NEFT/ RTGS.
- 1.6. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

- 2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
- 2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 4 should submit the tender documents.
- 2.3. BSES YAMUNA Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
- 2.4. The bid will be summarily rejected if:
 - (a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions.
 - (b) Bid received after due date and time.

3. EMD

- 3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant for forfeiture. The EMD shall be denominated in any of the following forms:
 - a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Yamuna Power Limited valid for Six(06) months from the original due date of bid submission.(with 7 days variation acceptable)
 - b) Fixed Deposit (lien marked in favour of BSES YAMUNA POWER LTD) valid for Six (06) months from the original due date of bid submission.
- 3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

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

- 3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.
- 3.4. Earnest money given by all the bidders who are techno-commercially qualified except the lower bidder shall be returned within 08 (Eight) weeks after award of the work.
- 3.5. The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.
- 3.6. The EMD may be forfeited in case of:
 - (a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
 - (b) The successful Bidder does not
 - (i) accept the Purchase Order/Work Order, or
 - (ii) furnish the required CPBG as per tender terms
 - (c) The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4. QUALIFYING REQUIREMENTS (QR)

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

4.1. Technical QR:

- 4.1.1. Bidder must be an experienced civil contractor and should have extensive experience in carrying out civil works in any public utility/ government organization/ other reputed organization.
- 4.1.2. The bidder should have a full-fledged statutory compliance team. The Head/ in-charge of the team should be competent enough to take all decisions related to the contract.
- 4.1.3. The bidder should have requisite skills, knowledge, expertise, experience, and system as per the requirement of the company and the capability to act as Civil Contractor with the trained and experienced person with the requisite skill and knowledge to perform the function.
- 4.1.4. Bidder must have a minimum of Five (5) years of extensive experience in the execution of civil work Contract.

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

4.2. Financial QR:

- (i) The bidder must have executed a single order of a minimum value of Rs 86 Lakhs or two orders of a minimum value Rs 54 Lakhs each or three orders of a minimum value of Rs 43 Lakhs each for civil work in any public utility/ government organization/other reputed

organization in the last seven financial years (FY18 to FY24). The completed cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose.

- (ii) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY23, FY22 & FY21) should not be less than Rs 2.5 Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- (iii) The bidder should have a net worth of Rs 50 Lakhs as of the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by a Chartered Accountant for the last financial year i.e. FY 2022-23. The Net worth certificate must have UDIN Number.
- (iv) Bidder must provide proof of having solvency of an amount equal to Rs 50 lakhs from any nationalized/ scheduled commercial bank. It should not be older than the date of publication of this tender document.
- (v) Bidder should have valid Registration of GST & PAN.
- (vi) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (vii) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.
- (viii) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BYPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BYPL & Its group companies for indefinite period or period as may be decided by BYPL.
- (ix) The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.

4.3. Other Requirements:

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 20-21, FY 21-22 & FY 22-23) audited financial statement.
 - ii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period up to 31.03.2023, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to the deposition of such statutory dues.
 - iii. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
 - iv. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
 - v. Organisation chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma / Graduate Engineers etc.
 - vi. Organization Chart of the Bidders Company/organisation
 - vii. Number of Employees & necessary details
 - viii. Details of office/s in Delhi/NCR, Details of Registered and Corporate offices and details of other offices/establishments in India.
 - ix. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
 - x. Networth certificate as elaborated in financial QR
 - xi. List of pending litigation with government/other institutions on account of executing any order.
 - xii. Copy of ESI/PF Registration certificate
 - xiii. Copy of PAN/GST no.
 - xiv. Copy of Final GST Return of last Financial Year.
 - xv. Non-Disclosure Agreement (NDA) as per format attached
 - xvi. Solvency Certificate
 - xvii. An undertaking to provide all Tools& Plants, Safety Kits, PPEs Gadgets etc. as per tender scope.
- (c) BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

4.4. Note for Registered Vendors:

- (a) The bidders who have a registered vendor code in BYPL for Civil Work and executed the works in BYPL in the last three years, need to submit the documents against the following clauses only of above mentioned Qualifying Requirements (Clause 4.1, 4.2 & 4.3) to establish their credentials:

- (i) Technical: Nil
 - (ii) Financial: 4.2 (i), 4.2 (ii), 4.2 (vii), 4.2 (viii), 4.2 (ix)
- (b) BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.
- (c) For Existing vendors of BYPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wage disbursement by Vendors. BYPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.

5. PRE-BID MEETING:

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

The details of the proposed Zoom meeting are given below: -

Time:- 15.05.2024 12:00 HRS India
Link:- ZOOM
Meeting ID – 867 289 9211
Password –56789

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

6. BID SUBMISSION

- 6.1 **The bids are invited through BYPL's E-Tendering portal.** BSES will carry out E-Tendering on its e-tendering portal <https://srmpdrportal.bsesdelhi.com:50001/irj/portal>.

Interested Non- registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. To participate in the e-Tendering process of BYPL, please write a mail to the following persons mentioning your details:

A) Contact Person-

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@relianceada.com,
2. Mr Vimal Kumar, E-mail: Vimal.R.Kumar@relianceada.com,

B) Bidder's Details-

NIT No: CMC/BY/24-25/RS/SvS/VK/4
[RFx No: 2200000023]

Bidder Seal & Signature

- a) Existing Vendor Code with BYPL or its Group/Associates Companies (if available):
- b) Trade Name:
- c) Address of Principal Place of Business:
- d) Contact Person's Name:
- e) Contact Person's Designation:
- f) Contact Person's Mobile No.:
- g) Contact Person's email ID:
- h) Power of Attorney (POA) in favour of the mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization. (Attach a copy of POA)

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

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

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and/or any other documents mentioned in the tender, submission of which are required in original/hardcopy, have to be submitted at the BYPL office before the due date & time of submission.

For submission of such documents, please mention our NIT Number and RFx number on the sealed envelop and drop the same in our Tender Box placed at BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032.

The sealed envelope shall be addressed to:

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

Kindly Note:

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

6.1.1. PART A: TECHNO- COMMERCIAL BID comprising of the following documents:

Sr. No	Descriptions	Type of Documents
1	Tender Fee - Demand Draft (Rs.1180/-) (Incl GST)	Non-refundable demand draft or online transfer of the requisite amount through IMPS/ NEFT/ RTGS for Rs 1180/- in case the forms are downloaded from the website
2	EMD	In the prescribed stamp paper & format enclosed at Formats: Format 4.1
3	Power-of-Attorney	In the standard stamp paper & format
4	Cover Letter	Standard Format
5	Technical Bid Submission Check List	Checklist given in the index
7	PQR Compliances	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 4.0
8	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance
10	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per enclosed format at ANNEXURE – 1.
11	Acceptance of Reverse Auction	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at ANNEXURE – 3
12	Undertakings	Duly signed self-undertakings as per clause 4 at Section 1
13	Schedule of Deviations	Duly filled and signed as per enclosed format at Formats Format 4.4
14	Communication Matrix	Duly filled and signed as per enclosed format at Format 4.5
15	Un price Bid Duly Signed	Duly Signed Un price Bid as per enclosed format at Section VI - PRICE BID FORMAT
16	Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.

6.1.2 PART B: PRICE BID :

- PRICE BID** shall be comprised of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, or content may lead to rejection of the bid.
- Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.1.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-IV in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything

stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

7. TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	16.05.2024
2	Pre-Bid Meeting	Discussion on pre-bid queries	16.05.2024 at 1200 HRS
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid on e-Tendering platform	29.05.2024 till 1500 HRS
4	Opening of Techno-Commercial Bid	<ul style="list-style-type: none"> ➤ Online opening of PART-A (Techno-Commercial Bid) ➤ Offline opening of the envelope containing EMD, Tender Fee, POA or any other documents. 	29.05.2024 at 1600 HRS
5	Opening of Price Bid	Online Opening of PART-B (Price Bid) of only the techno-commercially qualified bidders (List of qualified bidders will be published on our website)	To be informed separately
6	Reverse Auction(RA)	RA is Mandatory.	Schedule will be intimated to eligible bidders through email from email id: bypl.eauction@relianceada.com

8. AWARD DECISION

- 8.1 Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- 8.2 The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 8.3 In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

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

9. MARKET INTEGRITY

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

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

10. CONFIDENTIALITY

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

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

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

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

11. CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
BSES Office, 33KV Preet Vihar Grid, Karkardooma,	Mr. Naval Varshney AsVP (Civil)	Naval.Varshney@relianceada.com /9350130434

Delhi-110092	Mr. Surender Kumar Lead (Civil)	Surender.C.Kumar /9350261992
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 3rd Floor, A Block, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, New Delhi- 110032	Mr. Vimal Kumar, DGM – (C&M)	Vimal.r.kumar@relianceada.com /011-4124 9388
	Mr. Santosh Srivastava, Head – (Contracts)	Santosh.V.Srivastava@relianceada.com /011-4124 9850
	Mr. Robin Sebastian, Head – (C&M)	Robin.Sebastian@relianceada.com /011-4124 9230

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II **INSTRUCTIONS TO BIDDERS (ITB)**

1. GENERAL

BSES YAMUNA Power Ltd (BYPL), hereinafter referred to as the “Company” is desirous for awarding work of “Construction of Transformer foundation, fire wall & other civil works at Bhagirathi Grid in Karawal Nagar” as notified in this tender document.

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- 1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.
- 1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company’s decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.
- 1.6 The company reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

2. SCOPE OF WORK

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

3. DISCLAIMER

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

- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.3. Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.
- 3.4. Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future
- 3.7. BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.8. The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

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

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

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum / amendment.
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
- (a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
 - (b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

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

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID FORM

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

10. BID PRICES

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

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

- 12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.
- 12.2. Notwithstanding above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

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

15. SEALING AND MARKING OF BIDS

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

- 16.1. The Original bid must be timely received by the company at the address specified in Section-I, RFQ.
- 16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

- 20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.
- 20.2. BYPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.1. Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.
- 22.4. Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1. The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.2. The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check later on the Techno-Commercial Proposals and the Conditionality of the Bidders would be evaluated.

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

- 23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Contract completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Tender Documents
 - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
 - (e) Change in the quantity from mentioned in the tender
- 23.4. The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Tender Documents shall be evaluated.
- 23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.
- 23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

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

25. 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. AWARD OF CONTRACT

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

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract. Further BYPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

28. LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of work/order.

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

29. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

30. PROCESS TO BE CONFIDENTIAL

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

BYPL

SECTION – III

SPECIAL TERMS & CONDITIONS (SCC)

SECTION – III:

SPECIAL TERMS & CONDITIONS (SCC):

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

1. DEFINITIONS

1.1. Engineer-in-charge (EIC) / Officer-in-charge (OIC)

The term “Engineer-in-charge (EIC)” / “Officer-in-charge (OIC)” shall mean the Company's nominated representative for the purpose of supervision of the execution of the Contract. The same shall be mentioned in the Contract.

2. SCOPE OF WORK

The scope includes providing services as per detailed scope of work as enumerated in Section-V.

3. EFFECTIVE DATE, TIME AND VALIDITY

- 3.1. The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period mentioned in the contract or any further extension thereof.
- 3.2. The extension of the agreement shall be the sole prerogative of BYPL. BYPL reserves the right to renew/extend the agreement.
- 3.3. Illustrative Conditions for Renewal and Extension of Agreement Beyond Agreement Duration:

BYPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BYPL may, at its discretion, renew even within One Month of expiry of agreement. BYPL reserves the right not to renew and extend the agreement beyond agreement duration.

- 3.4. BYPL shall notify the Contractor of any possible extension or request the Contractor to furnish additional information, as may be required, for granting such extension.

4. ORDER VALUE

Value of the Contract 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 the amount due to-

- (a) increased labour costs including minimum wages or costs related to vehicles / materials/ other equipments provided,
- (b) changes in insurance premiums, and/or
- (c) changes in legislations or regulations relating to the Service.

5. RATES & ESCALATION

5.1. The rates will remain firm and fixed for the entire duration of the contract and not subject to escalation or increases on any account/reason(s) whatsoever.

5.2. The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:

- i) Cost of Labor, tackles and supervision.
- ii) All taxes and levies, including but not limited to, GST, work contract tax, etc as applicable during the currency of the contract.
- iii) Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
- iv) Rates shall be valid for all heights and locations.
- vi) All other expenses incidental to the job.
- vii) The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempt for providing the service.
- viii) Compliance with all labour laws including Minimum Wage Act, Bonus Act etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

5.3. No idle labour charges will be admissible in the event of any suspension of work by the Company or stoppage caused in the work resulting in contractors' labour or equipments being rendered idle due to any cause at any time.

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

6.1. Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.

6.2. The CPBG shall be of 5% (Five percent) of the contract value inclusive of taxes & duties and shall be valid till the defect liability period plus three (3) months towards the claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.

6.3. If not otherwise specified in the agreement this amount shall remain fixed during the currency of the agreement.

- 6.4. If the contract value increases by more than 5%, the contractor shall enhance the CPBG value @5% of the enhanced contract value.
- 6.5. The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.6. The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 6.7. In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.
- 6.8. In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BYPL iv) NOC issued by BYPL compliance cell
- 6.9. If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BYPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 6.10. Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BYPL obtain an extension of the validity of such CPBG for the period stated in such request by the Company/BYPL and provide a copy of such renewed CPBG.
- 6.11. It is Contractor's responsibility to incur charges/cost to maintain and for extension of CPBG without claiming reimbursement from the company/BYPL.

7. PAYMENT TERMS

- 7.1. 90% payment along with 100% taxes & duties shall be released on pro-rata basis against RA bills on submission of detailed measurement along with all supporting documents duly certified by Engineer-In-Charge for the works executed during this period.
- 7.2. 05% payment shall be retained from RA bills as quality hold. This payment shall be released against the quality certification by Engineer in charge.
- 7.3. Balance 05% payment shall be retained as security money. This payment shall be released after the completion of the project and against Work Completion Certificate issued by BYPL Engineer-In-Charge or on submission of equivalent performance bank guarantee.
- 7.4. Company shall make payments against the bills within 30 days from the date of submission of the bills, duly verified and certified by Engineer-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, Delhi after deduction of taxes required by

applicable laws to be deducted at source and recovery of materials, water, electricity, etc, if supplied by Company.

- 7.5. The contractor shall submit the invoice along with the checklist duly filled in. Invoices raised for work carried out under this order, in the manner indicated above, will be returned to the Contractor 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 invoice (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 Contractor. Payment may be made as per Agreement rates".

- 7.6. The bill shall consist of the prescribed documents on standard stationery designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.7. The Contractor shall submit to the Company proof of all taxes paid, PF/ESI deposited & Employee salary paid in previous month along with the bills of the current month. The bill of Contractors shall not be cleared till the submission of such proof.
- 7.8. Notwithstanding anything with the release/ payment of bills by the Company to the Contractor, the Contractor shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Contractor 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 Contractor and the payment of any salary, wages or any other dues whatsoever by the Contractor to its employees, workmen and laborers.
- 7.9. Contractor 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 the contract.
- 7.10. The company may modify the procedure for the submission of bills. The Vendor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

8. INSURANCE

The contractor shall take suitable insurance policy for its men and materials (GPA, Medical insurance policy, Workmen Compensation Policy etc.) as listed below for the resources deployed by them:

8.1. Group Personal Accident Insurance:

Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 15 Lakh (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 15 Lakh.

The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim and without any liability on BYPL. The premium amount for both the above policies shall be borne by the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work

under the contract.

8.2. Group Medical Coverage (GMC) Insurance Policy:

Contractor shall take a Group Medical Coverage (GMC) insurance policy including family floater of minimum sum assured value Rs. Two (2) lakhs for the resources who are not covered under ESI. Recovery of premium of GMC Insurance shall be as per bidder company policy

8.3. Comprehensive Marine Storage cum Erection insurance policy:

Company shall take at his own cost Comprehensive Marine Storage cum Erection insurance policy for the total work. However, Contractor shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials. Please note that these insurance policies shall be taken in consultation with the company and a copy of the such insurance policies shall have to be furnished to company within 15 days of the date of LOI/Order.

- 8.4. For all the insurance policies (whether taken by the Company or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the company and will arrange replacements / rectification expeditiously without a waiting settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of time.

9. PENALTY

- 9.1. Penalty related to HR issues shall be applicable as defined in GCC.
9.2. Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC.
9.3. Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.
9.4. Penalty for violation of safety & quality norms shall be applicable as defined in Annexure-III, EHS Conditions of the Contract.
9.5. Total aggregated Liquidated Damages and Penalty against various clauses of the contract shall be limited to a maximum 5% of the Contract Value.

10. GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS /DUG AREA WHILE DOING WORK AT SITE IN BYPL AREA

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kind shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BYPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.
- f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.

The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. The contractor is liable for the penalties /

other action by the authorities, the contractor shall indemnify BYPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

11. DERC GUIDELINES & REGULATIONS

The bidder shall make themselves fully aware & familiarise with prevailing DERC guidelines/regulations.

12. DEFECT LIABILITY PERIOD:

The defects liability period shall be 12 (Twelve) calendar months from the date of the successful completion of the contract as certified by the EIC including any extension(s) of time that may have been granted to the Contractor under the scope of this Contract. In case any defect in the work is observed during the defect liability period, the same shall be rectified by the Contractor at own cost including supply of all materials (as per prevailing rates), labour, equipment and any other appliance in this regards for the fulfilment of all obligations under the Contract and to the satisfaction of the Company.

SECTION – IV

GENERAL TERMS & CONDITIONS(GCC)

SECTION – IV

GENERAL TERMS & CONDITIONS(GCC)

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

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

1. DEFINITION & INTERPRETATION

1.1 Definition

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

- 1.1.1 "Accounting Year" means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2 "Applicable Laws" means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3 "Change in Law" means the occurrence of any of the following after the execution of agreement:
 - (i) The enactment of any new Indian Law;
 - (ii) The repeal, modification or re-enactment of any existing Indian Law;
 - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
 - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
 - (v) It also includes changes in the tax rates upward or downward.
- 1.1.4 "Change in Service" means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5 "Communication" means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

- 1.1.6 **"Company/Owner/Purchaser/First Party "** the terms used in this agreement shall refer to BSES YAMUNA Power Limited (BYPL) having its office at Shakti Kiran Building, Karkardooma, Delhi-110032 and shall include its authorized representatives, agents, successors and assignees
- 1.1.7 **"Contractor/Agency/Vendor"** means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.
- 1.1.8 **Contract" /" Agreement/"Work Order"** means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BYPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BYPL.
- 1.1.9 **"Agreement Period"** shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10 **"Agreement Value/Consideration"** means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.
- 1.1.11 **"Force Majeure"** shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.12 **"Good Industry Practice"** means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.13 **"HSE Conditions"** shall mean the BYPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.
- 1.1.14 **"KPI"** shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis
- 1.1.15 **"Manpower"** means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

- 1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.17 "Service(s)" / "Works" shall mean Company/BYPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.
- 1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BYPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BYPL.
- 1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BYPL, and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.
- 1.1.21 "Tax Invoice" / "Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 INTERPRETATION

- In the Contract except where the context requires otherwise:
- 1.2.1 Words indicating one gender include all genders
- 1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record
- 1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force
- 1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities
- 1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.
- 1.2.6 The terms defined in schedule and the BYPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7 The words "include" and "including" shall be construed without limitation
- 1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any

such right shall preclude any other or further exercise thereof or the exercise of any other right

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

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

2. PRIORITY OF CONTRACT DOCUMENTS

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

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

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

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

6. TAXES & DUTIES

NIT No: CMC/BY/24-25/RS/SvS/VK/4

[RFx No: 2200000023]

Bidder Seal & Signature

- (i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.
- (iii) Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.
- (iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.
- (vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.
- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

7. PAYMENT

7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.

7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the

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

- 7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.
- 7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

- 8.1. Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.
- 8.2. Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.
- 8.3. Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

9. TIME ESSENCE OF CONTRACT

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to

accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

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

10. LIQUIDATED DAMAGE

10.1 In the event of the Contractor's failure to complete the work or any part thereof within the Contract Period including the interim milestone dates, the Contractor shall be liable to pay the Company liquidated damages calculated at the rate of 0.5 % of the contract value per week of delay or part thereof subject to a maximum of 5 (Five) % of the contract value.

10.2 The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in its possession, which are due or which may become due to the Contractor. The levy payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works on time or from any other part of his obligation and liabilities under the Contract. Once the maximum is reached, the Company reserves the right for termination of contract without any liabilities to the Company.

10.3 In the event of an extension of time being granted by the EIC, in writing for the Completion of the works, this clause shall be applicable after the expiry of such an extended period.

11. PERIOD OF MOBILISATION

The contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within seven days (7) of receipt of LOI or Work Order whichever is earlier.

12. SITE OFFICE AND SITE FACILITIES:

The Contractor shall also make his own arrangement for the accommodation/conveyance requirements for its staff. He shall be provided at site the adequate open space for construction of site store for storing the materials, tools, tackles etc. All the Contractor's storage will be within the site premises in a manner affording convenient access for identification and inspection at all times. The storage of arrangements shall be subject to IS: 4082. All the incoming and outgoing materials, equipment, tools, tackles and any other items related to said work shall be entered into the register kept for this purpose and shall be in the safe custody of Contractor, however company does not hold any responsibility for any loss or damage caused to Contractor's material etc.

12.1) The Contractor shall strictly control the labour so that the site is not polluted, made dirty or littered with debris, wastes or the likes.

12.2) Any person, labour found creating mess or litter or pollution shall be removed from the site immediately at the Contractors cost and shall also be subject to penalty at the discretion of the EIC.

12.3) Water & Power:

Water and Electricity Power shall be arranged by the Contractor at his own. It shall be the responsibility of the Contractor to make arrangements at his own expense for supply of water for construction and other uses. The Contractor can install pumps, construct temporary storage tanks and distribute the water to various points in works site as required. The Contractor at his own expense shall make arrangement for operating and maintaining pumps & distribution lines, connections, which are installed by him for water arrangement.

12.4) Watching & Lighting:

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary for the protection of works, or for the safety and convenience of the public or others. The care, housekeeping and safety of the materials and works within the works site shall be sole responsibility of the Contractor.

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

13. ACCESS TO THE SITE

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

- (a) Any public passage or right existing over any part of the Site from time to time;
- (b) The rights and obligations of persons or authorities under any Applicable Laws; and
- (c) The rights of the Company's Representative, Consultants or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

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

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

14. INSPECTION & QUALITY CONTROL

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

All materials received at site shall be accompanied by the Test certificate of the manufacturer. The Engineer-In-Charge reserves the right to instruct any material to be further tested in an approved laboratory for which the Contractor shall make no additional claims. Where ever test requirements are not specified in the specifications, relevant IS code of practice shall govern

15. DAMAGE OF PRIVATE PROPERTIES / LIFE:

The Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own expenses all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Company is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Company may incur in reference thereto, shall be charged to the Contractor. The Contractor shall reimburse such costs immediately to the Company.

16. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

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

16.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BYPL during this period.

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

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

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

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

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

17. CO-ORDINATION WITH OTHER AGENCIES:

2.1.1 The Contractor shall execute the work in strict consultation with the Company and in coordination with other agencies appointed by the Company who will also simultaneously execute the components of work allotted to them.

2.1.2 The Contractor at his own cost shall also extend their site facilities, plant and equipment's on written request of the Company/ EIC for use by other contractors appointed by the Company.

18. REPORTS AND INFORMATION

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

19. STATUTORY OBLIGATIONS

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

- a. The Child Labour (Prohibition and Regulation) Act, 1986.
- b. The Agreement Labour (Regulation and Abolition) Act, 1970.
- c. The Employee's Pension Scheme, 1995.
- d. The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- e. The Employees State Insurance Act, 1948.
- f. The Industrial Disputes Act, 1947.
- g. The Maternity Benefit Act 1961.
- h. The Minimum Wages Act, 1948.
- i. The Payment of Bonus Act, 1965.
- j. The Payment of Gratuity Act, 1972.
- k. The payment of Wages Act, 1936.
- l. The Delhi Shops & Establishment Act, 1954.
- m. The Workmen's Compensation Act. 1923.
- n. The Company's Liability Act, 1938.
- o. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- p. The Delhi Preservation of Trees Act 1994

q. Building and Other Construction Workers Act, 1996 .

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

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

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

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

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

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

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

20. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

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

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

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

- 6.1.1 The Contractor and its manpower shall adhere all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.
- 6.1.2 During the period of validity/execution of task under agreement, the behavior of manpower/deputed by Contractor shall be entirely professional and shall not commit any misconduct.
- 6.1.3 BYPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance of field activities.
- 6.1.4 Any complaints received by BYPL either directly from the customer or observations through audit or any other sources shall be reviewed by BYPL. The decision of the committee on the final action on Contractor shall be binding.
- 6.1.5 PENALTY FOR MISCONDUCT**
The penalty to be imposed in case of misconduct shall be as follows:
(a) In case of any misconduct as defined above, a penalty of Rs 5000/- per incident shall be levied.
(b) In case of multiple incidences of Misconduct:
1) 4 complaints per annum OR
2) more than 1 complaint in a quarter
An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.
- 6.1.6 The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person.

22. STATUTORY PERMISSION/ APPROVALS

- 22.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.
- 22.2. The Contractor must also submit the following before the award of the First Work Order under the agreement and these shall be renewed from time to time:
- Certificate of registration under Contract labour (R & A) Act 1970.
 - PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
 - All employees to have a temporary or permanent ESI Card as per ESI Act.
 - ESI Registration No.
 - GST registration number
 - PAN No.
 - Electrical License as applicable
 - Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Contractor with all Engineer-in-charge responsible for

execution of the job before start of the work by the contractor, as per guidelines of HR department.)

22.3. The Contractor must follow/adhere/perform the following task:

- (a) To take Third party Insurance Policy before start of work.
- (b) To follow Minimum Wages Act prevailing in the state.
- (c) Salary / Wages to be distributed not later than 7th of each month.
- (d) To maintain Wage- cum - Attendance Register.
- (e) To maintain First Aid Box at Site.
- (f) To Submit Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- (g) To frame and adhere the Workmen Compensation Policy in compliance with the law.
- (h) To obtain Labour license before start of work.
- (i) Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services) Act 1996, as applicable
- (j) Registration under "The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.)", as applicable

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

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

22.5. The Contractor shall give a written declaration / undertaking along with the bills that he has complied with the following:

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

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

23. PERMITS, LICENSES & APPROVALS

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

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

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

24. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

- 24.1. It is a legally recognized entity under the laws of India;
- 24.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 24.3. It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;
- 24.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 24.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 24.6. The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;
- 24.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;
- 24.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;
- 24.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement;

25. EVENTS OF DEFAULTS

Company may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving written notice to the Contractor, if in the opinion of Company, contractor has neglected to proceed with the

Contracts with due diligence or commits a breach of any of the provisions of this Contract including but not limited to any of the following cases:

- 25.1 Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 25.2 Failing to complete Contracts in accordance with the approved schedule of Contract.
- 25.3 Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 25.4 Failing to comply with any of the terms or conditions of this Contract.
- 25.5 In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract, the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.
- 25.6 Failure on the part of the Contractor to maintain its confidentiality obligations and or compromising its integrity, which are required to be of highest standards, in so far as the present scope of work is concerned.

26. RISK & COST

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

27. LIMITATION OF LIABILITY

- 27.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.
- 27.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

28. TERMINATION

28.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 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. After termination of the agreement, 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.

28.2. PREMATURE TERMINATION

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

- (i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.
- (v) The Company shall be entitled to deduct from any money due or to become due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.

28.3. TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

29. GOVERNING LAW AND ARBITRATION

- 29.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
- 29.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.
- 29.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and

Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

30. FORCE MAJEURE

30.1. General

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

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Agreement; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause

30.2. Specific Events of Force Majeure

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

- (i) The following events and circumstances:
 - a. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and\
 - b. Explosions or fires or flood
- (ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- (iii) Declaration of the Site as war zone.
- (iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

30.3. Notice of Events of Force Majeure

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

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Agreement which is affected by force majeure event for the duration of the force majeure event

- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

30.4. Mitigation of Events of Force Majeure

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the agreement;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

30.5. Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this agreement. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

30.6. Termination for Certain Events Of Force Majeure

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

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

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

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

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

31. NOTICE & COMMUNICATION

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

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

32. SAFETY CODE

- 32.1. The Contractor shall ensure adequate safety precautions at site, as required under the law of the land to facilitate safe working, during the execution of work under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.
- 32.2. The Contractor shall observe the safety requirements as laid down in the agreement and in case of sub-contract/assignment (only after written approval of company), it shall be the responsibility of Contractor that all safety requirements are followed by the employees and staff of the sub-contractor.
- 32.3. The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 32.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 32.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BYPL and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the Contractor shall submit a monthly statement of the accidents to BYPL at the end of each month.
- 32.6. The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P , PPE, annual safety audit reports etc in line with CEA norms

33. WORKMEN COMPENSATION

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

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

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

34. THIRD PARTY INSURANCE

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

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

35. HUMAN RESOURCE ISSUES

- (A) The Contractor would execute the works under agreement through its own resources.
- (B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- (C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.
- (D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.
- (G) The Contractor shall be directly responsible for any / all disputes arising between

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

- (H) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.
- (I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.
- (J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
 - (a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - (b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
 - (c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
 - (d) Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952&ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC&ESI Authorities within one month from the date of commencement of the work under agreement.
- (L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability,

health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.

36. DEPLOYMENT OF RESOURCES

- 36.1. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 36.2. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements.
- 36.3. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct.
- 36.4. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the contractor.

37. REPLACEMENT OF RESOURCE(S)

- 37.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.
- 37.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.
- 37.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

38. CONTRACTOR'S OBLIGATIONS

A) General Obligations

- 38.1 The performance of Services as completed by the Contractor shall be wholly in

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

- 38.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BYPL's requirements. The Contractor shall give notice to BYPL, within forty-eight (48) hours of the receipt of BYPL's requirements, of any error, fault or other defect in the BYPL's requirements or such items of reference.
- 38.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 38.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BYPL.
- 38.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BYPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 38.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and materials upto the Site and back.
 - (b) Availability of skilled Manpower in time.
 - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
 - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower.
- 38.7 The Contractor shall, whenever required by the BYPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BYPL.
- 38.8 Train its Manpower in the manner as reflected in their training manual, requirements of BYPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to reliever / absenteeism of Manpower.
- 38.9 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BYPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BYPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.
- 38.10 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 38.11 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BYPL.

- 38.12 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BYPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BYPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BYPL reserves right to recover a suitable amount as per BYPL discretion. BYPL decision in this regard shall be final & binding.
- 38.13 The Contractor shall not use the name of the company/BYPL in any manner for credit arrangement or otherwise and it is agreed that the company/BYPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.
- 38.14 In case, if the company/BYPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.
- 38.15 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BYPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.
- 38.16 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 38.17 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 38.18 Contractor must ensure that child labour is not to be deployed at the Site.
- 38.19 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.
- 38.20 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose
- 38.21 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.
- 38.22 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Contractor without any risk and cost of the BYPL.
- 38.23 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 38.24 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not

violate any statutory provisions / Applicable Law and shall keep BYPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to comply with all Applicable Laws. Any breach in statute / Applicable Law, BYPL reserves right to recover reasonable compensation at the discretion of BYPL.

B) Compliance with Applicable Laws by Contractor

- 38.25 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters
- 38.26 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BYPL or seek any extension of time due to its ignorance of any Applicable Law.
- 38.27 The Contractor shall indemnify the company/BYPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Contractor in relation to the performance of the Services.
- 38.28 Contractor is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.
- 38.29 Contractor shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.
- 38.30 Payment of gratuity (if any) to Manpower will be sole responsibility of the Contractor.
- 38.31 Contractor to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans—List of Manpower with PF and ESIC numbers to be maintained up to date by Contractor and if required to be shared with BYPL.

C) Contractor's Other Obligations

- 38.32 The Contractor shall also provide the necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to Company. Without such proof, the invoices will not be processed for payment.
- 38.33 The employees deployed by the Contractor shall be employees of the Contractor.
- 38.34 At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- 38.35 The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- 38.36 The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical

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

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

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

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

38.40 TIMELY DISBURSEMENT OF WAGES

The Contractor shall ensure that monthly wages/salary disbursed to its manpower timely but not later than 7th of each month. Though the company endeavours to process Contractor's bills on time as per the payment timelines mentioned in agreement (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the Contractor's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfil their obligations towards the timely disbursal of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

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

39. THE COMPANY/BYPL'S OBLIGATIONS/RESPONSIBILITIES

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

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

- 37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BYPL as and when demanded,
- 37.4 The Company/BYPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.

40. INDEMNITY

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

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

41. SECRECY & CONFIDENTIALITY

- 41.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 41.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.
- 41.3 In the event of any breach of this provision, the Contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.
- 41.4 The Contractor shall not use the name/logo/emblem of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.
- 41.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever

and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

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

42. NON-EXCLUSIVITY

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

43. SEVERABILITY

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

44. ASSIGNMENT&SUBLETTING

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

45. ASSIGNMENT BY THE COMPANY

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

46. NO JOINT VENTURE

The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.

47. WAIVER OF RIGHTS

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

48. 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.

49. CONTRACTOR'S EQUIPMENT

- 49.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.
- 49.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.
- 49.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.
- 49.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

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

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

51. FREE ISSUE MATERIAL

- 51.1. The Company, may provide free issue materials to Contractor in those cases only where it is specifically mentioned in the Contract. Transportation of free issue materials from site / store or place of availability at site to the work area shall be in scope of the contractor.
- 51.2. Contractor shall submit Reconciliation Statement of these free issue materials along with monthly bill. Reconciliation Statement will show issued quantity of free issue materials/ quantity consumed in work and quantity balance in contractor's stock.
- 51.3. The Contractor shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the contractor shall be responsible for the safe custody of materials till the materials are utilized, fabricated, erected and accounted for in all respects.

52. VENDOR CODE OF CONDUCT

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

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

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

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

53. DISCLOSURE OF RELATIONSHIP

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

54. MSME

- 54.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.
- 54.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSME Act") within one week of receipt of the Contract
- 54.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSME Act.
- 54.4. The Contractor to furnish the undertaking to the Company in this regard.

55. COVID GUIDELINES

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

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

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

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

- (a) No construction material/ debris shall be stored on metalled road.
- (b) Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
- (c) The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
- (d) The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- (e) Over loading of vehicles shall be strictly prohibited
- (f) The construction material at site shall be stored under wet and covered condition.
- (g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
- (h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
- (i) If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
- (j) Wet jet in grinding and stone cutting is being permitted at site.
- (k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
- (l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
- (m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

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

this account.

57. ENVIRONMENTAL, HEALTH & SAFETY

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

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

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

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

58. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Contractor consisting of general conditions and complete scope of work.

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

BYPL

SECTION – V

SCOPE OF WORK

1 GENERAL GUIDELINES

- a. Building Design shall be in accordance with National Building code of India and other relevant Indian Standards.
- b. All civil works shall be carried out as per applicable Indian Laws, Standards and Codes. All materials shall be of best quality conforming to this specification, relevant Indian Standards and Codes.
- c. The specifications are intended for general description of work, quality and workmanship. The Specifications are not however exhaustive to cover minute details and the work shall be executed according to relevant latest Indian Standards/IRC specifications/CPWD specifications. In the absence of the above, the work shall be executed according to the best prevailing practices in the trade, recommendations of relevant American or British Standards or to the instructions of BSES Project Manager. The IS standards/IRC specifications/CPWD specifications to be followed are mentioned in the technical specifications attached hereto. They shall be latest edition/version of the same issued 15 days prior to the date of opening of this tender. The Contractor is expected to get himself clarified on any doubts about the specifications, etc. before bidding and the discussions recorded in writing with BYPL in respect of interpretation of any portion of this document.
- d. The Contractor shall furnish all design, drawings, labor, tools, equipment, materials, temporary works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with approved drawings, specifications and direction of BYPL.
- e. BYPL shall provide the land on as is basis; the bidder shall visit the substation site to ascertain the quantum of work, present condition of the land before submitting the offer. No request for commercial changes will be entertained post award of work due to any claim related to site condition / plot condition.
- f. The bidder shall provide all instruments, materials and personnel to BYPL for checking the detailed layout and shall be solely responsible for the correctness of the layout and levels. The contractor shall make his own arrangements for water and electricity.
- g. The Contractor shall take all necessary precautions to protect all the existing equipment's, structures, facilities & buildings, etc. from damage. In case any damage occurs due to the activities of the Contractor on account of negligence, ignorance, accidental or any other reason whatsoever, the damage shall be made good by the Contractor at his own cost to the satisfaction of the Engineer. The Contractor shall also take all necessary safety measures, at his own cost, to avoid any harm / injury to his workers and staff from the equipment & facilities of the power station.

- h. During the progress of work, the Engineer will exercise supervision of the work to ensure that the technical provisions of the contract are being followed and the work is being executed accurately and properly. However, such supervision shall in no way relieve the Contractor of the responsibility for executing the work in accordance with the specifications.
- i. Before submitting the bid, the Contractor shall inspect and examine the site and its surroundings and shall satisfy himself as to the nature of the ground and subsoil, the availability of materials necessary for completion of the work, means of access to site and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No extra claim consequent on any misunderstanding or otherwise shall be allowed.

2 DESIGN AND EXECUTION CRITERIA

2.1 Design Criteria

- a. The minimum grade of concrete and reinforcement shall be as per BOQ.
- b. Necessary protection to the foundation work. If required shall be provided to take care of any special requirements for aggressive alkaline soil. Black cotton soil or any other type of soil, which is detrimental / harmful to the concrete foundations.

2.2 Cement

- a. Unless otherwise specified or called for by Engineer, the fresh ordinary Portland cement conforming to IS-8112 of 1976 (latest revision) i.e. 43 grade shall be used for the works.
- b. The record of cement shall be maintained by the contractor.
- c. Cement shall be stored in a perfectly water-tight and well ventilated site store capable of accommodating cement to ensure continuity of the work and having a raised and perfect dry floor. Each parcel or consignment of cement shall be stacked separately therein to permit easy access for inspection and a record shall be kept so that each parcel or consignment may be identified. Cement which has become stale or otherwise unsuitable and any bags or the like containing hardened lumps or cakes of cement, consequent to storage at Contractor's site stores will be rejected and shall be removed from the site and disposed of as directed by the Engineer. The cost of such rejected quantities shall be borne by the Contractor.

2.3 Concrete

- a. RMC shall be used for execution. Design Mix of grades of concrete as per BOQ items and wherever required as per provisions of IS: 456 and other applicable codes shall generally be used for civil work. RMC must be of ACC/Ultratech.

- b. The curing period shall commence immediately after the concrete is finally screened and continued for a period as specified by EIC. The top and side surfaces of concrete shall be kept moist and be protected from the direct rays of the sun during the period. The Contractor shall submit to the Engineer's proposals for ensuring continuous protection of the concrete during the curing period.
- c. Mix Design shall be carried along with other Raw material testing from approved lab from approved lab and same shall be submitted for BYPL approval.

2.4 Steel

The reinforcing bars shall be Fe-500D generally conform to various requirements of IS: 1786 (for High Strength deformed steel bars and wires for concrete reinforcement).

2.5 Aggregates

- a. Aggregates shall consist of natural sand, crushed stone and gravel and shall be chemically inert, strong, hard, clean, durable against weathering of limited porosity, free from deleterious materials and shall conform to the applicable standards. If so desired by the Engineer, they shall be washed and screened.
- b. Sampling and testing shall be as per the applicable standards and shall be carried out under the supervision of Engineer. The cost of all test, sampling, etc. shall be borne by the Contractor.
- c. All coarse and fine aggregates shall be stacked separately and shall avoid contamination with foreign materials. Segregates aggregates shall be rejected.

The necessary arrangements for field test shall be done at site. The material testing register and weighing material register shall be maintained for field and lab mandatory test by the contractor's authorized site engineer, having degree in Civil Engineering or minimum three year experience with diploma in civil engg. The copy of all the certificates shall be submitted to BSES officials.

- a. Water used for both mixing and curing shall be as per applicable standards.
- b. Potable waters are generally satisfactory. Where water can be shown to contain an excess acid, alkali, sugar or salt, Engineer may refuse to permit its use.
- c. Water test certificate provide by the vendor.

2.6 Bricks

- a. Bricks as per CPWD specifications can only be used for masonry work. Contractor shall ascertain himself regarding the availability of bricks at site before submitting his offer.
- b. Ensure that the bricks are free from cracks, warpage and of uniform colour.

- c. Manufacturer's test report & Material Test reports for all the materials shall be submitted for approval prior to the utilization for work.
- d. Contractor shall make his own arrangements for the storage of adequate quantity of material.

2.7 Levelling, Excavation, Backfill& Compaction

- a. Area shall be properly leveled before construction. If fill material is required, the fill material shall be suitable as per the requirement & level. The fill shall be such a material and the site so designed as to prevent the erosion by wind and water of material from its final compacted position or the in-situ position of undisturbed soil. Backfill material around foundations or other works shall be suitable for the purpose for which it is used and compacted to the density described under Compaction. If rocky strata available at site then bidder have to do all the necessary arrangements for rock cutting& its disposal.
- b. The thickness of fill material under the foundations shall be such that the maximum pressure from the footing, transferred through the fill material and distributed onto the original undisturbed soil will not exceed the allowable soil bearing pressure of the original undisturbed soil. For expansive soils the fill materials and other protections etc.to be used under the foundation is to be got approved by BYPL. All the area excavated in due course of construction must be filled by vendor.
- c. Whenever water table is met during the excavation, it shall be dewatered and water table shall be maintained below the bottom of the excavation level during excavation, concreting and backfilling.
- d. Material unsuitable for founding of foundations shall be removed and replaced by suitable fill material and to be approved by BYPL. Excavated material not suitable or not required for backfill shall be disposed off in areas as directed by BYPL. Excavation and backfill for foundations shall be in accordance with the relevant IS code.
- e. The density to which fill materials shall be compacted shall be as per, relevant IS and as per direction of BYPL. All compacted sand filling shall be confined as far as practicable. Backfilled earth shall be compacted to minimum 95% of the Standard Proctor's density at OMC. The sub grade for the roads and embankment filling shall be compacted to minimum 95% of the Standard Proctor's density at OMC. Cohesion less material sub grade shall be compacted to 70% relative density (minimum).

2.8 General Requirement Site Surfacing/Stone Filling

The material required for site surfacing/stone filling shall be free from all types of organic materials and shall be of standard quality, and as approved by BYPL. The material to be used for stone filling/site surfacing shall be uncrushed/crushed/broken stone of 20 mm nominal size (ungraded single size) conforming to Table 2 of IS:383 - 1970. Hardness,

Flakiness shall be as required for wearing courses are given below:

a. Flakiness Index

One test shall be conducted per 500 cum of aggregate as per IS:2386 Part-I and maximum value is 25%.

2.9 Antiweed Treatment, Stone Spreading & PCC

- a. The Contractor shall furnish all labour, equipment and materials required for complete performance of the work in accordance with the drawings specification and as per the direction of BYPL.
- b. Before taking up stone filling, antiweed treatment shall be applied in the specified area wherever gravel filling is to be done, and the area shall be thoroughly de-weeded including removal of roots. The recommendation of local agriculture or horticulture department shall be sought wherever feasible while choosing the type of chemical to be used. Nevertheless the effectiveness of the chemical shall be demonstrated by the contractor and monitored over a period of two to three weeks by the Engineer-in-Charge. The final approval shall be given. by Engineer-in-Charge and final approval given based in the results.
- c. The antiweed chemical shall be procured from reputed manufacturers. The dosage and application of chemical shall be strictly followed as per manufacturer's recommendation. The contractor shall be required to maintain the area free of weeds for a period of 1 year from the date of application of 1st dose of antiweed chemicals.

2.10 TRENCH

- a. Trench shall be of M30 grade RCC type.
- b. All the material wherever required for trenches shall be supplied by bidder.
- c. Power Cable trench and Control cable trench shall be separate
- d. The factory made precast removable RCC drain covers (with lifting arrangement) as per the layout drawing shall be provided. The precast covers shall be constructed using RCC of appropriate grade of appropriate load bearing capacity as per direction of EIC.

2.11 WAREHOUSE BUILDING

- a. Rolling shutter, Doors and windows with grill shall be provided in Building wherever required. Fire Doors/Fire windows shall be provided as per Fire norms/NBC. UPVC door.
- b. Green Building concept must be implemented in warehouse construction design for maximum day lighting and ventilation.

- c. Suitable toilet (both ladies & gents), connection with exiting sewerage line/Septic tank with soak pit, water supply provision shall be provided. Water and Sewer line connections to be done with running line of CIVIC agency, if approval of CIVIC agency is available.
- d. In building suitable Ramp with SS handrail shall be provided, Ramp shall be provided with Granite finish.
- e. All buildings shall have 750 mm wide plinth protection all round.
- f. Exterior paint wherever required shall be provided.

2.12 PERPHIREIAL ROAD

- a. Inside substation roads to be provided for access along with car parking for three cars and two Wheeler Adequate turning space for vehicles shall be provided and bend radius shall be set accordingly.
- b. Road construction shall be as per IRC standard.
- c. Adequate provision shall be made for road drainage.
- d. All the culverts and its allied structure (required for road/rail, drain, trench crossings, etc.) shall be designed for class AA loading as per IRC standard/IS code. All trenches inside the substation shall cross the road through culverts.

2.13 BOUNDARY WALL

RCC framed structure (cas in situ / Precast) with brick infill masonry work in 1:4 cement sand mortar boundary wall shall be provided with column spacing of about 3m c/c, height of boundary wall shall be kept as 2.4m above FGL, above wall, Y shape Hot deep Galvanised angle shall be provided with 10 runs of galvanised punched tape and 750 dia concertina coil. Bounday wall shall have grit plaster on both the side. Below FGL, wall shall be designed as retaining wall as per site requirement.

2.14 OUTDOOR YARD WORKS

Out door Bay extension/contruction shall be done by using hot deep galvanised structures with bolted construction. Galvanisation shall be as per relvent IS code.

2.15 RAIN WATER HARVESTING WORKS

Suitable Rain water harvesting system shall be provided as per Delhi Jal Baord norms. Adequacy certificate for the same shall be obtained from the Delhi Jal board by contractor.

3 INTERFACING

The proper coordination & execution of all interfacing civil works activities shall plan in advance and execute in such a manner that interfacing activities do not become bottlenecks and dismantling, breakage etc. is reduced to minimum.

4 INSPECTION, TESTING & QUALITY CONTROL

- a. Construction Quality shall be properly controlled by the bidder. Bidder shall work as per the Field Quality Plan provided by BYPL. All the Tests specified in the Field Quality Plan shall be done by bidder.
- b. Weekly construction status will be updated by the bidder to BYPL to assure the work progress & the construction quality.
- c. A Civil Engineer shall be deployed by the bidder for construction quality control. Civil Engineer has to review ongoing construction work, check materials and workmanship. For Supervision of execution work min 10 years experience civil engineers shall be posted till the handing over of the work to client.
- d. Necessary arrangements for field tests shall be done at site. Bidder has to do the following tests from NABL accredited approved labs:
 - Raw material test : For Cement, sand, aggregates, water, brick, Steel, Structural steel.
 - Cube Test for compressive strength of concrete

5 STATUTORY RULES

- a. Contractor shall comply with all the applicable statutory rules pertaining to factories act (as applicable far the State). Fire Safety Rules of Tariff Advisory Committee. Water Act for pollution control and coordinate with forest department for necessary approval prior to tree cutting.
- b. Plastering on structural members (in fire prone areas) etc. shall be made according to the recommendations of Tariff Advisory Committee.
- c. Statutory clearance and norms of State Pollution Control Board shall be followed as per Water Act for effluent quality from plant.
- d. Use of C&D waste material as per Order DPCC/EC/9311/WMC-11/2014-15/3044-3068 dt. 14.01.2020.

6 DEVIATIONS

Deviations from this Specification shall be stated in writing with the tender by reference to the Specification clause/GTP/Drawing and a description of the alternative offer. In absence of such a statement, it will be assumed that the bidder complies fully with this specification. No deviation will be acceptable post order.

7 TOOLS & PLANTS :

Following minimum T&P shall be deployed at site:

1. Concrete mixing machine
2. 3 sets of vibrator
3. Plate compactor
4. Curing arrangements
5. Field Testing equipments
6. Auto level
7. 2 nos Concrete braking machine (Hilti make)
8. PPE

Any other Tools and plants required for successful completion shall also be arranged by contractor.

8 APPROVED MAKES

S No	Item Detail	Approved make	Remarks
1	Exhaust fan	Crompton/Havells/Bajaj	
2	Lighting fixture	Havells/Crompton/Philips	
3	Structural Steel Built up Section	Tata/SAIL	
4	Ceramic tiles	Kajaria	Size not less than 600mmX600 mm/ as per site condition
5	Toilets fittings	Jaquar/Hindware make	
6	Toilet door	Green ply	Both Side laminated
7	Toilet Flooring	Kajaria	Anti skid tiles of Size 600 mm X 600 mm / as per site condition
8	Glass door fittings	Ozone makes	As per approved Drawings
9	Mortise Lock and Door closer other hardware	Dorma/ Ozone/Dorset.	
10	Aluminium Doors and Windows	Hindalco/Jindal	Aluminium powder coated
11	Electrical cable	Havells/Polycab/Finolex/KEI	
12	Electrical conduit	Setia	Heavy Duty

13	Switch socket	Legrand/North West/Anchor	
14	Cement OPC-43	ACC/Ultratech/J K Laxmi	
15	TMT Bar	Tata/SAIL	
16	Plastic Paint (emulsion paint)	Asian/ Berger	Three or more coat of Apcolite or equivalent over a primer coat
17	Sanitary pipes	Astral/Skipper/Ashirwad/Supreme	Ring fitted (Drain pro or equivalent)
18	Almirah, Chair and tables	Godrej/Tata	
19	Water Proofing	Dr fixit / BASF	For Roof: Pu based Flexi PU 270 i, insulation XPS board with M20 grade screed shall be used. For Toilet: Fast flex
20	Fire Door	Shaktimann/ Navair international/ Pacific fire (subject to they shall submit the test certificate from CBRI for 2 hrs fire rating as per IS code)	
21	SS handrail	Ozone/ Jindal	SS pipe shall be of Jindal make
22	Exterior paint	Asian/ Berger	3 or more coat of Apex Ultima Protek Duralife over the primer coat of Ultima Protek Duralife Basecoat
23	MCB	Havells, Legrand, Northwest, L&T	
24	False ceiling	Amstrong /Armgyg Ceiling	Grid/Gypsum
25	Putty	JK white/Birla	
26	POP	Shree/ Sarkani	
27	Trench Covers	KK	
28	MS pipe	Apolo / Jindal	
29	Pre painted galvalume sheet (AZ 150)	JSW/Tata	

SECTION – VI

PRICE BID

SECTION – VI (PRICE BID)

Subject :- “Construction of Transformer foundation, fire wall & other civil works at Bhagirathi Grid in Karawal Nagar”					
S. No.	Description of item	Unit	Qty	Rate	Amount
1	Supplying and spreading uniformly in yard of grid s/stn. blue stone aggregate 20 mm single size of good quality i/c loading, unloading for all leads & lifts complete, as per direction of Engineer in charge.	Cum	15.00		
2	Collecting the spreaded stone grit from yard, stacking at suitable places & relaying the same after proper screening/cleaning twice on the specified area of yard as per direction of engineer in charge (AR496)	Sqm	22.00		
3	Demolishing flat brick flooring in cement mortar including stacking the serviceable material and disposal of unserviceable material within 50 m lead (AR289)	Sqm	220.00		
4	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of engineer in charge. Nominal concrete : 1:4:8 or leaner mix (i/c equivalent design mix)	Cum	37.92		
5	Demolishing R.C.C. work manually /by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-In-charge.	Cum	10.00		
6	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of engineer in charge. Nominal concrete: 1:3:6 or richer mix (i/c equivalent design mix) (15.2.1-AR266)	Cum	5.00		
7	Demolishing brick work manually /by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-In-charge.: In cement mortar (15.7.4-AR271)	Cum	20.00		
8	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in charge.2.6.1 All kinds of soil	Cum	585.00		

9	Providing and laying in position ready mixed M-25 grade concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work, including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement, including cost of admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. (Note :- Cement content considered in this item is @ 330 kg/cum). All works upto plinth level (5.37.1)	Cum	320.00		
10	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- All work upto plinth level 1:4:8 (1 Cement : 4 Coarse Sand : 8 Graded stone agg. 40 mm nominal size)	Cum	55.00		
11	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- All work upto plinth level 1:2:4 (1 Cement : 2 Coarse Sand : 4 Graded stone agg. 20 mm nominal size)	Cum	10.00		
12	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in cement mortar 1 : 6 (1 cement : 6 coarse sand)	Cum	128.00		
13	Centring and shuttering including strutting, propping etc. and removal of form work for : Foundations, footings, bases of columns.	Sqm	62.00		
14	Centring and shuttering including strutting, propping etc. and removal of form work for: Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets , kerbs and step etc.	Sqm	290.00		
15	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	15154.0 0		
16	Reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete. cold twisted bars	Kg	25300.0 0		
17	Filling available excavated earth (excluding rock) in trenches plinth, sides of foundations etc. in layers not exceeding 20 cm in depth : consolidating Ea deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	Cum	65.00		
18	Cement plaster 1:3 (1Cement : 3 Coarse sand) finished with a float of neat cement: 12 mm cement plaster	Sqm	494.00		
19	6mm cement plaster to ceiling of mix: 1:3 (1 cement : 3 fine sand)	Sqm	150.00		
20	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @2.20kg/10 sqm).	Sqm	224.00		

21	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	Sqm	200.00		
22	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cum	295.00		
23	Cutting holes upto 23x23x25 cm in walls & making good the same after fixing hangers in CC 1 : 2 : 4 (1 Cement : 2 Coarse sand : 4 Graded stone agg. 20 mm nominal size)	Ea	60.00		
24	Supply, precast RCC trench cover of various size varying 1500 mm in length, 450 mm in width & 50 mm in thickness, with 3 mm thick 50mm wide, ms strip all around welded to the steel reinforcement bar of 6mm dia, 100 mm centre to centre & two no. hooks of 12 mm dia bar for lifting giving finishing top surface & grade of cement concrete M-20. (AR478)	Sqm	210.00		
25	Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete.	Sqm	6.19		
26	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement – All work upto plinth level 1:3:6 (1 cement : 3 coarse sand: 6 graded stone aggregate 20 mm nominal size).	Cum	2.31		
27	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in cement mortar 1 : 4 (1 cement : 4 coarse sand)	Cum	30.35		
28	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	7.13		
29	15 mm cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement on the rough side of single or half brick wall.	Sqm	31.00		
30	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chollies, M.S.clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners,connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	56.00		

31	Distemping with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete. as per manufacturer's specification. Two or more coats on new work.(13.42.1-AR212)	Sqm	358.98		
32	Providing and fixing Exhaust Fan of size 12" of Crompton make.	Each	2.00		
33	P/f 20 watt LED tube light complete in all respect.	Each	4.00		
34	Point wiring in PVC conduit, with modular type switch : Wiring for light point / fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit, with modular switch, modular plate, suitable G.I. box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc as required. Group C (AR559)	PNT	20.00		
35	Supply & Installation of 46mm thick Metal fire check door of 120 minutes' fire rating confirming to BS: 476 Part 22 and IS: 3614 Part II fabricated with 2 nos. 1.2mm thick galvanized sheet with infill of fire rated Acrylic Sealant and non-combustible core bonded to both faces of sheet with lock seam joints at stile edges and internal reinforcement at top, bottom and stile edges for Fire Rating. The door frames are manufactured from 1.6mm thick galvanized steel sheet pressed form to double rebate profile of size 143mm x 57mm duly filled with vermiculite based concrete mix. The door frames and door shutters are finished with powder coated Smoke grey finish.(as per approved shade)	Sqm	5.00		
36	Fastener:- Supply of Fasteners 10 X 80 mm (08 Nos for Each Door) Hilti make	EA	15.00		
37	Hinges:- Supply of SS Ball Bearing Hinges of Size 102 X 76 X 3mm Complete With Ss Screws of DORMA (Model No : 3090F) Make	EA	5.00		
38	Vision Panel:- Supply of 6 MM Thick Clear Glass - Schott-Pyran Make- (200 X 300mm)	EA	2.00		
39	Door Closer:-Supply of DORMA (Model No. TS - 78) Make Door Closer	EA	2.00		
40	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required. 2 X 10 sq. mm + 1 X 10 sq. mm earth wire.	Mtr	300.00		
41	Termination of 2 core 6 sq. mm. PVC insulated armoured aluminium conductor cable using Flange type brass cable glands & Dowell's make aluminium crimping type lugs.	Ea	20.00		
42	S/F Piano type switch/socket : Supplying and fixing following piano type switch/socket on the existing swith box/cover including connections etc. as required. 5/6 amps switch.	Ea	20.00		
43	S/F Piano type switch/socket : Supplying and fixing following piano type switch/socket on the existing swith box/cover including connections etc. as required. 3 pin 5/6 amp socket outlet.	Ea	20.00		

44	Supplying and drawing following sizes of FR PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required. 2x1.5 sq.mm	Mtr	250.00		
45	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 5/6 amps switch	Ea	20.00		
46	Supplying and drawing following sizes of FR PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required. 3 x 4 sq. mm	Mtr	250.00		
47	S/F DP MCB isolator : Supplying and fixing following rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections. testing and commissioning etc. as required.63 Amps.	Ea	10.00		
48	P/F/T/C of fan regulator of Roma make.	Ea	5.00		
49	Providing and fixing Testing & commissioning of 450mm dia heavy duty Exhaust Fan with louver of approved make.(crompton greaves)	Ea	5.00		
50	Providing, Fixing, Testing, Commissioning of Apollo make Automatic detectors complete with detector elements, local indicator with internal wiring terminated in connector, fixing accessories for detector such as PVC junction box etc. Dual chamber ionizatoin type smoke detector Apollo make	Ea	8.00		
51	Providing, Fixing, Testing, Commissioning of Fire Alarm Control Panel complete with a) 2 zone control system with built in hooter. B) Fire / Open / Short test alarm and indicator of zones + burglar alarm system + 6-8 hrs battery back up. c) Rectifier / Charger with control fuse & 3 mtr. long 3 core x 2.5 sqmm PVC flexible cable with 15 A Plug-Top. d) 16 guage CRCA casing box complete with mounting brackets and fixing accessories.	SET	2.00		
52	SS D Handle :- Supply of 450 mm Long / 25 mm Dia / SS 304, Finish : Satin of DORMA (Model No. TGDH) Make	Pair	2.00		
53	Panic Bar S/L :-Supply of DORMA (Model No. PHCR 1000) Make Single Leaf Panic Bar Single Point, Silver Finish	EA	1.00		
54	Panic Trim:- Supply of DORMA (Model No. PHCR 2905) Make Panic Trim with Latch Handle	EA	2.00		
55	Provoding GI pipe 100MM dia as per direction of EIC.	Mtr	20.00		
			Total Cost e/x GST@18%		

ANNEXURE –I: BID FORM

To,

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

Dear Sir,

- 1 We understand that BYPL is desirous of awarding the contract for..... (Name of the Work) work in its licensed distribution network area in Delhi.
- 2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.
- 4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
- 5 We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we are aware of the provision of all Laws associated with the supply of equipments/materials or Services and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that BYPL is not bound to accept the lowest, or any bid BYPL may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
- 10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

ANNEXURE – II

BIDDER'S DETAILS

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

S.No.	Item	Details
24	Turn Over FY 2020-21 (Rs. Cr.)	
25	Turn Over FY 2021-22 (Rs. Cr.)	
26	Turn Over FY 2022-23 (Rs. Cr.)	
27	Profit after Tax FY 2020-21(Rs. Cr.)	
28	Profit after Tax FY 2021-22(Rs. Cr.)	
29	Profit after Tax FY 2022-23(Rs. Cr.)	
30	Networth (Rs Cr.)	
31	Bank Guarantee Limit (in Cr.)	
32	Over Draft/Cash Credit Limit (in Cr.)	
33	Present Order Booking (Rs Cr.)	
34	Order executed with Reliance ADA (Rs Cr.)	
35	Name & Detail of relative working in BYPL	
36	Main Customer	
37	Details of orders executed / Under Execution	Please submit the details in Attachment - A

ATTACHMENT – A

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

A) Major Orders Executed

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

B) Orders Under Execution

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

BYPL

ANNEXURE – III

SAFETY CONDITIONS OF CONTRACT

Annexure–A (SafetyPenaltyConditions)

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

2.0 Guidelines for Penalty Policy Implementation

2.1 Penalty for not following SOP already circulated.

A penalty of Rs. 500/- shall be levied on the contractor for not following SOP and creating unsafe conditions at work place.

2.2 Penalty for Misconduct:

2.2.1) A penalty of Rs. 10,000/- shall be levied on the contractor for the first incident of misconduct.

2.2.2) A penalty of Rs. 25,000/- shall be levied on the contractor for the second incident of misconduct.

2.2.3) A penalty of Rs. 50000.00 shall be levied on the contractor for the third incident of misconduct & termination of the contractor.

2.2.4) Depending upon the level of mal practice, Engineer In-Charge/Head (Civil) can take a decision which will have on report of misconduct, the matter will be scrutinized at the appropriate level and the complaint found genuine above Penalties shall be applicable.

2.3 PENALTY POLICY ON SAFETY VIOLATION

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	<p>-First Offence -Warning Note & Rs.2000/-</p> <p>- Second Offence -Warning Note & Fine of Rs.5000/-</p> <p>-Third Offence-Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of Rs.15000/-</p>	<p>$\frac{3}{4}$ Recommendation by OHS Representative/ EIC/Head (Civil)</p> <p>$\frac{3}{4}$ Approval by Safety Head Deduction by Finance & Account</p>
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel. Not using Arc Protection Face Shield Not using barricading cone and tape. (Poor quality or damaged item means noncompliance)	<p>-First Offence -Warning Note & Fine of Rs.5000/-</p> <p>- Second Offence -Warning Note for dismissal and a Fine of Rs.10000/-</p> <p>-Third Offence -Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-</p>	<p>$\frac{3}{4}$ Recommendation by OHS Representative/ EIC/Head (Civil)</p> <p>$\frac{3}{4}$ Approval by Safety Head Deduction by Finance & Account</p>
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	<p>-First Offence -Warning Note & Fine of Rs.10000/-</p> <p>-Second Offence-Action for the concerned workmen/supervisors for termination of his job and fine of Rs.20000/-.</p>	<p>$\frac{3}{4}$ Recommendation by OHS Representative/ EIC/Head (Civil)</p> <p>$\frac{3}{4}$ Approval by Safety Head Deduction by Finance & Account</p>

Notes:

- (a) If there are 03 violations by an individual employee/supervisor of the vendor, services will be terminated.
- (b) If there are 10 violations in one quarter, will be recommended for termination of contract order.
- (c) Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations. (Example-If at first offence 3 persons are found working without safety helmet, the penalty would be $3 \times 2000 = \text{Rs.}6000/-$)
- (d) 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.

- (e) Recommending authority shall fill the Annexure-1 based upon his factual observations and shall send it to/ EIC/Head(civil) and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same in the Annexure & shall send it back to EIC/Head(Civil) and Safety Head.
- (f) Recommending Authority means all, EIC, HODs, Site Safety officer / Supervisor, representatives from EHS and other personnel authorized jointly by O&M / Civil.
- (g) EIC/Head (Civil), and Safety Head may impose penalty for serious violations directly.
- (h) All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
- (i) Safety violations to be considered for Penalty are classified as A, B & C.

Annexure-B

BSES YAMUNA POWER LIMITED (Name of Site)

SafetyAppreciation / Violation Memo

DIVISION/Area: -----Date & Time: -----Name of Contractor: -----

Activity: -----Name of EIC: -----

Appreciation/PenaltyMemo:-

S.No.	SafetyViolationDetails	Class(A/B/C)No.ofViolations		
		PenaltyperViolation	PenaltyAmount	Remarks
		(Rs.)	(Rs.)	

SafetyAppreciation/ViolationNote:

RecommendedBy:

Name: -----

Designation: -----

Sign/Date: -----

ApprovedBy(EIC):

Name: -----

Designation: -----

Sign/Date: -----

Annexure-C**BSES YAMUNA POWER LIMITED (Name of Site)****Monthly Status of PPE's / ToolKit**

Location/Area: -----Date & Time: -----Name of Contractor: -----No of

Labourers-----

Status of PPE's

S.No.	Name of PPEs/Tool No. of PPEs (if applicable)	Conditions	Remarks
1	Safety Helmet		
2	Safety Google		
3	Electrical Insulating HandGloves		
4	Full Body Harness		
5	Safety Shoes		
6	Reflective Jacket		

Signature / Date -----

Annexure-D

BSES YAMUNA POWER LIMITED (Name of Site)

Monthly Status - Accident / Incident

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

Name of Contractor: -----

Table-1: Summary of Accident/Incident/Near Miss / Dangerous Occurrences / First Aid:

S.NO.	Type of Accident/Incident//Near Miss/Dangerous Occurrences / First Aid	Person Injured	Brief Description
1			
2			
3			
4			
5			

Table-2: Learning from Incidents:

S.No.	Brief Description	Root Cause	Recommendation

Table-3: Summary of Person Injured:

S.No.	Name of Employee Emp.ID /Designation/PFNo./ESI No.	Type of Injury	Duration of Medical Rest	
			From:	To

Table-4: Safety Inspections/Violation

S.No.	Date	Location	Discrepancies	Compliance

Table - 5 : Health & Safety Complaints & Suggestions :

S.No.	Date	Location	Complaince/Suggestio

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

Signature / Date -----.

Annexure-E

BSES YAMUNA POWER LIMITED (Name of Site)

Format - PPE's Receipt by workers

Division:

Name of Contractor:

S.No.	Name Designation	Safety Helment	Electrical insulation Hand Gloves	Full Body Harness	Reflective Jacket	Safety Shoes	Safety Google	Signature

Signature of Contractor / Date-----

Annexure-F

QUALITY OF SAFETY TOOLS

1). Safety Shoes-With Composite/Fibertoes (CE approved/IS15298)-Mandatory for all personnel working at BYPL. The safety shoes shall meet the following features:

1. Electric Shock Resistant Sole
 2. Impact Resistant
 3. Scrap/Heat Resistant
 4. Slip Resistant
 5. Oil and Acid Resistant
- Lead MAKE: BATA/LIBERTY

2). Safety Helmets: (IS 2925 - 1984 or DGMS) with chin strap – Mandatory for all personnel working at BYPL. The specification of safety helmet shall be as given below:

V-GARD HDPE Yellow With 4 Point Fast Trac Ratchet Suspension

Shell Material	UV stabilized HDPE, Non vented
Suspension	<ul style="list-style-type: none"> • With 4 Point FasTrac Ratchet Suspension sewn headband • Textile straps made from polyester <p>Suspension</p> <ul style="list-style-type: none"> • point fixing: good positioning,...stability, better air circulation due to...limited contact are as with the head • Easy clean sweatband
Size	52-62cm
Accessory slot	Standard 30mm 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/Honeywell

- 3). **Full Body positioning Harness:** (CE approved/IS3521/EN361/EN355)- 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 Adorsal attachment D- ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.
Ergonomics	Ideally. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS:	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

- 4) **Safety Spectacles**- Shall be used to protect work er's eyes from foreign materials and flying particles. Mandatory for all personnel working at BYPL. Safety goggles shall meet the following feature.

- Polycarbonate/Acetate lens for special applications requiring superior chemical resistance.
- Industrial version of tough and popular first responder goggles.
- Soft Flex low profile frosted frame for increased comfort.
- Comfortable head band with length adjustment.
- Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
- Sightgard+ premium anti-fog coating (EN166 "N") with good anti-scratch properties.

Technical Specification of spectacles:

Weight	95g.
Lensthickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lenssize	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 EN166 "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 EN16634-FTCE
Lens marking	2C-1.2MSA1FTNCE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2:luminous transmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F(low energy impact 45m/s) T(at extreme temperature -5 to +550 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/3M

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

- Break through manufacturing process deliver sex caption dry grip.
- Soft and flexible for enhanced tactility,high dexterity and wearercomfort.
- Ergonomic design featuring tapered fingerstoreducehandfatigue.
- Relaxed wrist for easy on/off.

Length	360mm
Class	2
Thickness	3.6mm
Proof test voltage	20000
Maximum use voltage	11000
Tensilestrength	>16mpa[MegaPascal]
Punctureresistance	>18N/mm[Newtonpermilimeter]
Elongation at break	>600%[Stretchinglength]
Tensionset	<15%

It should be resist tool,acid,ultra violet rays and very low temperature.

Each pair of glove should be marked with class,category,month & year of manufacturing, CE logo,batchno and certified laboratory no.

EN certified to electrical and thermal hazards,EN certified to thermal & electrical hazards to confirm EN60-903, EN certified to mechanical hazard to EN-388 Lead MAKE:Honey well/ANSELL

6) **Reflective Safety Jacket** -Class-2 Safety Vest mandatory for all personnel working at BYPL O&M shall be used by the worker during the work.

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

8)**Road barricading cone with barricading tape**-Shall be used by the worker during the operation / maintenance work.

Signature of Contractor / Date.....

ANNEXURE – IV

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

BYPL intends to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier/Contractor.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.

11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

For.....

Signature:

Name:

Designation:

ANNEXURE – V
MEASURES RELATED TO THE TREE PRUNING, EXCAVATION
NEAR TREE AND CONSTRUCTION & DEMOLITION:

Notwithstanding anything stated in the tender document, work contract or any other communication issued related to the performance of the work order awarded, it is clarified that the vendor and its associate/employees/worker, during the performance of work under this work order(s), shall ensure full compliance of the provisions of all environment laws/rules/directions by any authority including judicial authority/ regulation related to excavation near tree and construction & demolition activity, and shall mandatorily comply the following instructions:

A. Tree Pruning, Planning, Installation and Maintenance of Utility Apparatus in proximity to trees shall be done mandatorily by ensuring the following prescribed measures:

- 1) No excavation work shall be done within two (2) meters of the Tree Trunk.
- 2) Whereas, the permission of the “**Tree Officer**” is necessary to be taken before commencement or initiation of any civil work, which are likely to be made within a distance of two (2) meters from any existing tree.
- 3) Any exposed roots beyond 2 meters of the tree trunk, should be protected with dry sacking and backfilling must be done with a suitable manure mixture and/or the compost material mix as soon as possible on the completion of the works.
- 4) For any excavation to be carried out beyond the **prescribed distance of 2 meters but within 3 meter** from the tree trunk, **manual methods (by use of hand)** or by using trenchless techniques shall be preferred over use of a mechanical excavation.
- 5) No roots shall be cut during the excavation work.
- 6) Not to lean any materials against or chain mechanical plants to the trunk of the trees.
- 7) Avoid any soil contamination from oil, gasoline, paint and paint thinner or other chemicals.
- 8) No concrete or construction or repairing work shall be done at least within two (2) meter radius of the trunk of trees.
- 9) All the electric wires and high tension cables and other apparatus relating to supply of electricity shall permanently be removed from the trees branches.

Records to be maintained by the supervisor to demonstrate adherence to the guidelines for excavation in Proximity to the Trees:

- 1) To ensure the specific stipulation that in case any work is to be commenced, which is within two (2) meters radius from any existing tree, the permission of the “Tree Officer” shall have to be taken as a mandatory condition. (Non-compliance of the aforesaid condition shall entail strict penalty).
- 2) Ensure pre and post photography and videography of the site demarcated for the excavation work and the same shall not be deleted/removed until securing the prior permission of the Circle head O&M.
- 3) While digging and upon exposure to the roots– take immediate photographs of the same and report the matter to senior officers for further guidance.

If any unauthorized layering of other cables is being carried out at the digging site by some other agency/person, then immediately capture photographs of the same and

inform the seniors, who shall take suitable legal actions, if required, which includes intimating to tree officer about such unauthorized laying of wires by such agency.

B. DUST MITIGATION MEASURES FOR CONSTRUCTION & DEMOLITION ACTIVITIES

Any construction/demolition/excavation related activity performed in furtherance of the performance of work under award, be undertaken only after ensuring the Dust Mitigation Measures prescribed as follows:

- 1) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- 2) Installation of Anti Smog Gun(s) (for >20,000 m2 built up area).
- 3) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- 4) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
- 5) All vehicles carrying construction material and construction debris should be fully covered and protected.
- 6) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- 7) No loose soil or sand or Construction & Demolition Waste or any other construction material which may cause dust, shall not be left uncovered.
- 8) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.
- 9) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
- 10) Roads leading to or at construction sites must be paved and blacktopped i.e., metallic roads (for >20,000 m2 built up area).
- 11) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- 12) Every worker working on construction site and is involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- 13) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 14) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.
- 15) Ensure the compliance of all dust control measure.

It is clarified that BSES Yamuna Power Limited (BYPL) has zero tolerance with respect to the non-compliance/breach of environment laws/rules/directions by any authority including judicial authority/ regulation. Accordingly, in case of breach by the vendor/its associate/employee/worker to the laws/rules as detailed above, shall be termed as serious breach to the terms of work order and BYPL shall be free to take all actions against vendor for such breach of contract including the termination of the said contract. Additionally, the vendor shall also be liable to indemnify BYPL/its Directors/Officers/Employees/Associates in full including the payment of all loss/penalties/compensation including environment compensation as imposed by any judicial/quasi-judicial citing/alleging such breach.

The vendor shall also be under a mandate to provide an Undertaking to BYPL, which includes that the excavation, tree pruning, construction and demolition work, if performed by such vendor, the same shall be in strict adherence of all environment laws/rules/directions by any authority including judicial authority/ regulation and all the measures provided in work order/tender under the head/title “Measures related to the Tree Pruning, excavation near tree and construction & demolition”.

BYPL

FORMAT – 4.1
EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the “Bidder”) has submitted its bid dated[date of submission of bid] for the supply/services of [name and/or description of the goods/sevices] (here after called the “Bid”). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called the “Bank”),are bound unto BSES YAMUNA Power Ltd., with its Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032 ,(herein after called —the “Purchaser”)in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2024. The Conditions of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including 180 days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

FORMAT – 4.2

**PROFORMA OF CONTRACT CUM PERFORMANCE BANK
GUARANTEE**

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

This Guarantee made at _____ this [_____] day of [_____] 2024

1. WHEREAS **M/s BSES Yamuna Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **Shakti Kiran Building, Karkardooma, Delhi 110032**, India hereinafter referred to as the “Company”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the “Contract”) with M/s. _____, (hereinafter referred to as “Contractor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to five percent (5%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] pl. specify the name of Bank) having its head/registered office at [_____] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.
7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to Five percent (05%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be

forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this day of 2024 at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

1. Name of the Bank: State Bank of India
2. Branch Name & Full Address: Industrial Finance Branch, 14-15 Floor,
Jawahar Vypar Bhawan, 1, Tolstoy Marg, New Delhi
110001
3. Bank Account No: 10277791808
4. IFSC Code: SBIN0009601

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched the BG -Local Address of bank -----

3. Where to Dispatched the BG Head Office Address -----

FORMAT – 4.3 **NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the ____ day of _____, 2024

By And Between

M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at **Shaktikiran Building, Karkardooma, Delhi 110032** (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential

Information").

2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.
5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the

Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.

6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).
7. The term of this Agreement is 05 month from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.
8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

Authorized Signatory

Name:

Designation:

For the Receiving party

Authorized Signatory

Name:

Designation:

FORMAT – 4.4**NO DEVIATION DECLARATION****NO DEVIATION –A(Technical)**NIT NO & DATE:DUE DATE OF TENDER:

We hereby accept all terms and conditions of the technical scope of work as mandated in the tender documents subject to the following deviations as mentioned against the applicable technical qualifying requirement:

S.NO.	SL.NO OF SPECIFICATION/SCOPE OF WORK	TECHNICAL	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note-The above template is indicative only, May vary depending on the nature of procurement/value.

NO DEVIATION –B(Commercial)NIT NO & DATE:DUE DATE OF TENDER:

We hereby accept all terms and conditions of the commercial requirement as mandated in tender document subject to the following deviations as mentioned against the applicable commercial qualifying requirement:

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note:-It is important to explicitly include all such terms and conditions which are considered absolutely necessary to be accepted by bidder without any deviation. Tender document shall have a stipulation that deviation to such criteria shall make the bid liable for rejection.

FORMAT – 4.5**BIDDER'S COMMUNICATION DETAILS**

Bidder should furnish the below details for future communication: -

<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

Note: No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the company if any changes in the email id on their letterhead duly signed by the authorized signatory.

FORMAT – 4.6

FORMATE OF WORK COMPLETION CERTIFICATE

Work completion certificate No.

Date :

Subject: Contract with M/s. _____ for _____

Reference :

1. Work Order No.----- Dated-----

2. Work Execution Intimation/WO no. ----- dated -----

This is to certify that M/s. _____ have carried out _____ work and

1.0 The work has been / has not been carried out as per safety norms , regulations , norms laid down by MCD/DDA/NCD/ANY OTHER statutory bodies. There has not been / has been cause for levy of penalty by MCD/DDA/NCD/ANY OTHER statutory bodies. The amount of penalty has been worked out at Rs.-----.

2.0 The work has/ has not been completed within stipulated time period.

3.0 The debris has been removed from site.

4.0 All safety norms have been complied while carrying out the work.

Regards,

Engineer-In-Charge
AsVP/AVP BYPL

Name, Title & Sign Circle & District