

BSES YAMUNA POWER LTD (BYPL)

Notice Inviting Tender (NIT)

for

**“REVIVAL OF 11KV PROTECTION & REPAIRING OF RELAYS OF 11KV RMU’S & LTACB IN  
BYPL”**

NIT No.: CMC/BY/25-26/RS/AS/7

Dated: 23.06.2025

Due Date for Submission of Tender: 14.07.2025, 15:00 HRS

Date and Time of opening: 14.07.2025, 15:30 HRS

BSES YAMUNA POWER LIMITED,  
Shakti Kiran Building, Karkardooma, New Delhi – 110032  
Corporate Identification Number: U40109DL2001PLC111525  
Website : [www.bsesdelhi.com](http://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)**

<b>S. No</b>	<b>Item Description</b>	<b>Y/N</b>
<b>1</b>	BID INDEX	
<b>2</b>	COVERING LETTER	
<b>3</b>	TENDER FEE	
<b>4</b>	EARNEST MONEY DEPOSIT	
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<b>10</b>	PRICE BID	

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



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

**1. GENERAL**

BSES Yamuna Power Limited invites sealed tenders from eligible Bidders for “Revival of 11KV Protection & Repairing of Relays of 11KV RMU’S & LTACB in BYPL”.

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/25-26/RS/AS/7, Dated: 23.06.2025”**

**for**

**“Revival of 11KV Protection & Repairing of Relays of 11KV RMUS & LTACB in BYPL”**

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 available on our website.

Cost of Tender Documents (Non- Refundable)	Rs. 1180/- (including GST)
Earnest money Deposit	Rs 7.6 Lakh
Duration of the Work	24 Months
Tender documents on sale	23/06/2025 (Working days)
Date & time of Submission of Bid	14/07/2025 till 15:00 HRS
Date & time of opening of Techno- Commercial Bid	14/07/2025 at 15:30 HRS

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

Head of Department  
Contracts & Material Dept.  
BSES Yamuna Power Limited  
Illrd Floor, “A” Block, Shakti Kiran Building  
Karkardooma, New Delhi -110032

1.5. Only DD shall be accepted for tender fees.

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](http://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 3 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 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 6(six) months from original due date of bid submission.
  - (b) Fixed Deposit (lien marked in favor of BSES YAMUNA POWER LTD) valid for 6(six) months from 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 8 (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 or
  - (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 (A) QUALIFICATION CRITERIA (QR): -**

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet the following requirements will be considered as the successful bidder and bidder who does not meet these requirements shall be disqualified.

**4.2 (A.1) TECHNICAL QR:**

1. The bidder should be either the OEM of protection relays OR their authorized channel partners. Authorized channel partners shall submit copies of valid authorizations from OEM.

OR

The bidder should have experience in testing OR commissioning OR maintenance OR repairing OR retrofitting of 11KV protection relays.

2. The bidder shall attach copies of orders and performance certificates in support of the relevant experience. In case of bidder has a previous association with BRPL/BYPL for similar product and service, the performance feedback for that bidder by BRPL/BYPL shall only be considered irrespective of performance certificate issued by any third-party organization.

**4.3 (A.2) FINANCIAL QR:**

- (i) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 21-22, FY 22-23 & FY 23-24) should not be less than Rs 3 (Three) Crore. The bidder shall submit the Annual Turnover Report of these years duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- (ii) The lead bidder must provide proof of having solvency of an amount equal to Rs 0.50 Crore from any nationalized/ scheduled commercial bank. It should not be older than 1 month from the date of publishing of this NIT.
- (iii) Bidder should have valid Registration of GST & PAN.
- (iv) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (v) 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 letterhead 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.

(vi) The bidder should give an undertaking 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, 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 an indefinite period or period as may be decided by BYPL.

(vii) 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.

**(A.3) OTHER REQUIREMENTS:**

(a) The company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means. The 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 the following:

- i. The last three Financial Years (FY 21-22, FY 22-23 & FY 23-24) audited financial statements.
- 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, herein collectively called as “Statutory dues” and there is no liability over the bidder relating to deposition of such statutory dues.
- iii. Detail of Banks and Fund & Non-fund-based Credit limit
- iv. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
- v. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
- vi. Organization Chart of the Bidders Company/organization
- vii. Organization chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma / Graduate Engineers etc.
- viii. Experience details with credentials
- ix. Number of Employees & necessary details
- x. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.

- xi. Work order copies along with performance certificates in support of relevant experience
  - xii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
  - xiii. Net worth certificate as elaborated in financial QR
  - xiv. List of pending litigation with government/other institutions on account of executing any order.
  - xv. Copy of ESI/PF Registration certificate
  - xvi. Copy of PAN/GST no.
  - xvii. Copy of GST Return of last Financial Year.
  - xviii. Copy of valid Electrical License
  - xix. Non-Disclosure Agreement (NDA) as per format attached
  - xx. Bidder's details as per the format attached
  - xxi. Solvency Certificate
  - xxii. An undertaking to provide all Tools & Plants, PPEs as per tender scope
- (c) For Existing vendors of BYPL, the evaluation will also include the performance in the existing contracts vis-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.
- (d) BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

#### 5. PRE-BID MEETING:

A pre-Bid meeting shall be organised physically or digitally (through 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 (if applicable) are given below –

### **Microsoft Teams** [Join the meeting now](#)

Time: - 11.07.2027, 11:00 HRS India

Meeting ID: – 478 112 151 613 3

Password: – fo9vw9gu

All queries related to this tender must reach to C&M Department of BYPL at least three 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

FOR BIDS INVITED THROUGH E-TENDERING PORTAL:

BSES will carry out E-Tendering through its e-tendering portal <https://srmpdportal.bsesdelhi.com>

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: [Rakesh.Ku.Sharma@reliancegroupindia.com](mailto:Rakesh.Ku.Sharma@reliancegroupindia.com)
2. Mr Abhinav Sharma, E-mail: [Abhinav.K.Sharma@reliancegroupindia.com](mailto:Abhinav.K.Sharma@reliancegroupindia.com) with your details as per below:
  - 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) Also, attach a valid copy of Power of Attorney in favor of mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization.

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://srmpdportal.bsesdelhi.com> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-tendering 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 any other documents mentioned in the tender documents have to be submitted at the BYPL office before the due date & time of submission.

PART A:: TECHNICAL BID comprising of the following:

Sr. No	Descriptions	Type of Documents
1	Tender Fee - Demand Draft (Rs.1180/-) (Incl Gst)	As per Clause no. 1.3
2	Earnest Money Deposit (EMD)	As per Clause no. 3
3	Power-Of-Attorney	In the standard stamp paper & format
4	Cover Letter	Standard Format
5	Technical Bid Submission Check List	Checklist at page no. 7
7	Pre-Qualification Compliances	Documentary evidence in support of the 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 , Format 4.6
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.



## PART B: PRICE BID:

- (a) Price Bid shall Comprise of Prices strictly in the Format enclosed in SECTION VI. Any change in price bid format, 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.

## 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	01.07.2025
2	Pre-Bid Meeting	Discussion on pre-bid queries	02.07.2025
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	14.07.2025
4	Opening of Techno-Commercial Bid	Opening of PART-A	14.07.2025
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction	As per RA terms	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	Email Address / Phone Number
Technical		
Switchgear Workshop & Protection  BSES Yamuna  Power Ltd  Patparganj, Industrial Area , New Delhi	Mr. Sandeep Bansal Head of Department	Sandeep.Bansal@relianceada.com  01141247611
	Mr. Amitabh Dhruva	Amitabh.dhruva@relianceada.com  01141247610
	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 Delhi110032	Mr. Abhinav Sharma, GM – (C&M)	<a href="mailto:Abhinav.k.sharma@relianceada.com">Abhinav.k.sharma@relianceada.com</a>  / 0114124 9315
	Mr. Robin Sebastian, Head – (C&M)	<a href="mailto:Robin.Sebastian@relianceada.com">Robin.Sebastian@relianceada.com</a>  / 0114124 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 “Revival of 11KV Protection & Repairing of relays of 11KV RMUs & LTACB in BYPL of various ratings at BYPL’s Workshop for 2 Years” 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 SSection 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-Attorney accompanying the Bid. The signatory accompanied with seal of the Agency shall sign all pages of the bid.

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. 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.

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**SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SECTION – III:****SPECIAL CONDITIONS OF CONTRACT (SCC):**

These Special 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****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 detailed scope of work as enumerated in Section – V.

**3. EFFECTIVE DATE, TIME AND VALIDITY**

4.1. 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 of two (2) years. Notwithstanding the continuous/periodic review/assessment of contractor's performance by BYPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.

4.2. That further Renewal and extension of the agreement shall be the sole prerogative of BYPL. BYPL reserves the right to renew the agreement.

4.3. 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.

4.4. 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 Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to

- (a) Increased labour costs or minimum wages or costs related to vehicles or other Equipment's 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/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be 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 the Contractor on the following:
  - I. Cost of Labour, tackles and supervision.
  - II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.
  - III. Mobile and Conveyance of the Contractor's employees up to the place of work and/ or from one place to another place for carrying out the job.
  - IV. Uniform with all accessories for the team as per the sample decided.
  - V. 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 attempts for providing the service.
  - VIII. Compliance with all labour laws including the Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

#### **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 10% of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period, plus three (3) months or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.
- 6.3. The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.4. 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.

- 6.5. 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.
- 6.6. In the event, in Company's sole judgement, 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.
- 6.7. 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.
- 6.8. Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BYPL obtain 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.
- 6.9. 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. 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.
- 7.2. 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. Further the contractor shall also submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favor of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi.
- 7.3. Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 7.4. The billing period shall be till the end of the calendar month for all the bills.
- 7.5. The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.6. 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.



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

## **8. PENALTY**

- 8.1 Penalty related to HR issues & ID Cards shall be applicable as defined in GCC.  
8.2 Penalty for noncompliance of statutory regulations shall be applicable as defined in GCC.  
8.3 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.  
8.4 Penalty for violation of safety & quality norms shall be applicable as defined in Annexure–IV, EHS Conditions of the Contract.

## **9. DERC GUIDELINES & REGULATIONS**

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

## **10. Insurance Policies:**

### **10.1 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 5 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.

### **10.2 Medical Insurance Policy:**

Contractor shall take a mediclaim policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESI.

### **10.3 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.

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.



**SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)**

**SECTION – IV****GENERAL CONDITIONS OF CONTRACT (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, statutes, 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**

- (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 along with 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 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.
- 7.2 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. Further the contractor shall also submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favour of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi.
- 7.03 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by EngineerinCharge.
- 7.04 The billing period shall be till the end of the calendar month for all the bills.

- 7.05 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.06 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.
- 7.07 Notwithstanding anything with the release of 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 of 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 and workmen.
- 7.08 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.
- 7.09 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

## **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.
- 8.2 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 If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BYPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:
- a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;
  - b) Equivalent to the penalties defined in various clauses of tender/contract.
- 10.2 The parties agree that the above amounts, including the amounts set out in the provisions relating to the penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by the Contractor of the terms and conditions of this agreement. The Company shall be entitled to set off the entire amounts due from the Contractor against the amount payable by Company to the Contractor and CPBG.

## **11. 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.

## **12. 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.

## **13. 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.

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.



- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994

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.

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.

#### **14. REPRESENTATION, WARRANTIES AND GUARANTEES**

The Contractor hereby represents warrants and guarantees that:

- 14.1 It is a legally recognized entity under the laws of India;
- 14.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

- 14.3 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;
- 14.4 It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 14.5 It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 14.6 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;
- 14.7 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;
- 14.8 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;
- 14.9 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.

## **15. 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:

- 15.1 Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 15.2 Failing to complete Contracts in accordance with the approved schedule of Contract.
- 15.3 Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 15.4 Failing to comply with any of the terms or conditions of this Contract.
- 15.5 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.

- 15.6 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.

## **16. 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.

## **17. LIMITATION OF LIABILITY**

- 17.1 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.
- 17.2 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.

## **18. TERMINATION**

### **18.1 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 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.

### **18.2 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.

### 18.3 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.

## 19. GOVERNING LAW AND ARBITRATION

- 19.1 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.
- 19.2 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.
- 19.3 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.

## 20. FORCE MAJEURE

### 20.1 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

## **20.2 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.

## **20.3 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.

## **20.4 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.

## **20.5 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.

## **20.6 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.

## **21. 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.

## **22. SAFETY CODE**

- 22.1 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.

- 22.2 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.
- 22.3 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.
- 22.4 The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 22.5 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 properly 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.
- 22.6 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

## **23. CONTRACTOR'S OBLIGATIONS**

- 23.1 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.
- 23.2 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.
- 23.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 23.4 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.
- 23.5 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.

- 23.6 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.
- 23.7 Contractor agrees to provide all preliminary information or data as may be required by the Company/BYPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 23.8 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.
- 23.9 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 23.10 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.

## **24. 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.

## **25. SECRECY & CONFIDENTIALITY**

- 25.1 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.



- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 Contractor shall submit signed NDA as per the format 4.3 attached.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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](http://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.

### **34. 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.

### **35. MSME**

- 35.1 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.
- 35.2 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 MSMED Act") within one week of receipt of the Contract
- 35.3 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 MSMED Act.
- 35.4 The Contractor to furnish the undertaking to the Company in this regard.

### **36. 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.

### **37. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION**

All debris shall be removed and disposed of 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(Construction& Demolition) 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.

### **38. 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

### 39. 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.

\*\*\*\*\*

SECTION – V :SCOPE OF WORK**A) Contractor's Obligation**

Contractor shall:

1. Establish all relevant and necessary practices relating to the Services to be provided as per the scope of work as mentioned below.
2. At all times provide the Services always in accordance and in full compliance with the scope rate/terms & conditions/all directions given by the Company in relation to the services from time to time and all applicable laws, rules, regulations, notifications.

**SCOPE OF WORK FOR 11KV PROTECTION & REPAIRING OF RELAYS OF 11KV RMU'S & LTACB:**

- 1) **BSES part:** Relay & CT, primary injection set secondary injection set.
- 2) **Contractors part :** Staff , all tools , safety equipment's( Discharge rod , Brass chains , shoting clamps , Gloves , machinery parts like ( sheet cutting machine , hand drill machine , iron welding machine set , wires , thimbles , punching machine , LT tape , relay battery , all type of normal adhesive ,adhesive like M-seal , Araldite, Rubber adhesives, petty items , nuts & Bolts , Bakelite sheet , separators' , cleaning agents , lubricants, painting ( paints , compressor , paint gun brush & all other additives like like thinner , kerosene oil , tarpine oil etc ), Dhoti , torch etc. will be provided by the contractor as per BSES specification .All the material for relay provided by the contractor
- 3) Maintaining a job card for each relay along with its job description so as to provide a minimum guarantee of one year by the contractor.
- 4) Vendor to provide  
Staff per team
  - a) Engineer -04 y
  - b) Fitter -01
  - c) Technician -04
  - d) Helper- 06
- 5) Complete set of tool & tackles. List of Tools & tackles as per annexure.
- 6) The Contractor shall have to provide Vehicles for Field movement preferably eco-friendly Vehicle, minimum 4 no.
- 7) Complete set of machinery required for service/repair of ACB's/RMUs relays as per annexure
- 8) Petty items as per Annexure-V-B

**BSES to provide:**

- Free electricity, Old defective relays, testing Lab, Covered Shed at s/stn no. 13, PPG. shutdown down & discharging of cables will be done by BSES at site.

## Annexure V-A

### 1. LIST OF T&P:

#### Provided for Onsite & in house repairing for each team

S.No.	TOOLS DESCRIPTION	QUANTITY/team
1.	Screw Driver set	1 SET
2.	Combination Flier (8 inch)	1 SET
3.	Nose Plier	1 SET
4.	D-Spanner set	1 SET
5.	Ring- Spanner set	1 SET
6.	Richet set (small & Big)	1 SET
7.	Hack saw	1 no
8.	Hammer 0.5 KG	1 no
9.	Hammer 1 KG	1 no
10.	Hammer 2 KG	1 no
11.	Soft Hammer	1 no
12.	Chisel 6" & 8"	1 no
13.	File flat	1 no
14.	File round	1 no
15.	File Half round	1 no
16.	File Triangular	1 no
17.	Hole punch set	1 no
18.	Bench Vice	1 no
19.	Soldering iron	1 no
20.	Blow lamp	1 no
21.	Short circuit chain	1 no
22.	Discharge rod	1 no
23.	Elen Key set	1 no
24.	Dry cell torch	1 no
25.	Drill Bit	1 no
26.	Line Tester	1 no
27.	Racket Bit set	1 no
31	small star key	1 SET



S.No.	TOOLS DESCRIPTION	QUANTITY/team
32	Hot gun	1 SET
33	AP SET	1 SET

## 2.LIST OF MACHINERY

### List of Machinery to be provided by the contractor for Onsite revival of Protection of RMU/

#### ACB:

Following machinery / equipment's / instruments to be provided by vendor:

Sr.no	DESCRIPTION	QUANTITY
1	Clamp meter Digital up to 1000 AMP	2 no
2	Digital Multimeter	2 no
3	Digital insulation tester 5KV Rating	1 no
4	PRIMARY INJECTION TEST upto 2000 AMP	1 no
5	SECONDARY INJECTION KIT upto 25AMP	1 no
6	Contact resistant meter(CRM) set,	1 no
7	blower 2 kw	1 no
8	Hand Grinder	1 no
9	Clam meter digital up to 2000A	1 no
10	Clam meter digital 20 mili Amp to 20 Amp	1 no
11	VAP 6 Hand Held Test Set --	1 no

#### **Annexure V-B**

#### **PETTY ITEMS COVERED UNDER VENDOR'S SCOPE:**

Petty item shall cover M-seal, steel nuts & bolts of all size & shapes, washers of all type, thinner, cleaning powder & liquid, batteries of various size, socket & thimbles of various size, 4 colour 2.5mm flexible copper wire, RMU copper contacts, bearing /bushes, rivets, lubricant oil, ties, springs, Bakelite sheet. Petty item shall cover welding rod, thinner, kerosene /terpene oil, brushes of all size for painting and cleaning, cleaning powder & liquid, batteries of various size, socket & thimbles of various size, 4 colour 2.5mm flexible copper wire.



### Annexure V-C

#### LIST OF RATING & MAKES FOR ACB/ RMU:

<b>LIST OF RMU's PROTECTION RELAYS</b>	
<b>SR NO</b>	<b>DESCRIPTION</b>
1	ASHIDA ADR 141S(PUSH BUTTON)Vertical
2	ASHIDA ADR 241S(OLD MODEL STEEL & PUSH BUTTON) Vertical/Horizontal
3	CGL14S
4	CSDPR-V2-100
5	CSDPR
6	DPX-V5
7	DPX-V1
8	VIP 300
9	VIP 35
10	SEG-DIGITAL
11	SEG -Dip switch
12	PR-512/P
13	<b>Any other existing relay in BYPL</b>
<b>LIST OF LTACB PROTECTION RELAYS</b>	
<b>SR NO</b>	<b>DESCRIPTION</b>
1	DN1
2	SR 18G
3	SR 15G
4	UIT100
5	MICROPRO 3.1
6	MICROPRO 4.1
7	PNR 2
8	RW2U
9	RMS7
10	RM26
11	IHK20
12	LR1
13	<b>Any other existing relay in BYPL</b>

### ESTIMATED QUANTITY

			ESTIMATED FY25-26	ESTIMATE FY 26-27
S.N.	Material/Service Description		Unit	Unit
1	Protection testing & relay setting as per load by primary /secondry injection after completing job	EA	3900	4100
2	Dismanteling/Refixing/Replacement of Relay of RMUafter making necessary changes in the body	EA	450	470
3	Complete rewiring of CT ,Relay & other electrical items in RMU including wiring materials, wires & thimbels etc will be provided by the contractor	EA	35	45
4	Repairing the existing faulty electrical wiring RMU of CT ,Relay & other electrical parts & make electrical system healthy wiring material wires & thimbels etc will be provided by the contractor	EA	250	300
5	Taking of 3 photographs before start of work , 3 photographs after completing the work & uploading in the system( In Soft)	EA	14000	15000
6	Providing of Sumo/EEco for 8 Hrs(Commercial Vehicle)	EA	750	750
7	Reconnection / Repairing of faulty electrical wiring of LTACB	EA	10	15
8	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondry injection set	EA	70	70
9	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays--It involves the repairing of relay with minor material and testing of relay by primary injection set and secondry injection set	EA	105	105
10	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondry injection set	EA	175	175

			ESTIMATED FY25-26	ESTIMATE FY 26-27
S.N.	Material/Service Description		Unit	Unit
11	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICRO PRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	1	1
12	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICRO PRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	1	1
13	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICRO PRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	1	1
14	Protection testing & relay setting as per load of LTACB at site	EA	5600	5800
15	Transportaion for issuance of material & scrap submission to store	EA	2	2

**SECTION – VI: PRICE BID**

Sno	Material/Service Description	Unit	Estimated Annual Quantity	Price(i/c all taxes except GST)
1	Protection testing & relay setting as per load by primary /secondary injection after completing job	EA	4000	
2	Dismantling/Re-fixing/Replacement of Relay of RMU after making necessary changes in the body	EA	460	
3	Complete rewiring of CT ,Relay & other electrical items in RMU including wiring materials, wires & thimbles etc. will be provided by the contractor	EA	40	
4	Repairing the existing faulty electrical wiring RMU of CT ,Relay & other electrical parts & make electrical system healthy wiring material wires & thimbles etc. will be provided by the contractor	EA	275	
5	Taking of 3 photographs before start of work , 3 photographs after completing the work & uploading in the system( In Soft)	EA	14500	
6	Providing of Sumo/EECO for 8 Hrs(Commercial Vehicle)(TO & FRO)	TRIP	750	
7	Reconnection / Repairing of faulty electrical wiring of LTACB	EA	12.5	
8	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	70	
9	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays--It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	105	

Sno	Material/Service Description	Unit	Estimated Annual Quantity	Price(i/c all taxes except GST)
10	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	175	
11	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	1	
12	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set.	EA	1	
13	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	1	
14	Protection testing & relay setting as per load of LTACB at site	EA	5700	
15	Transportation for issuance of material & scrap submission to store	EA	2	
		A	Total	
		B	GST @ 18%	
		C=A+B	Grand Total	

GST at actual shall be paid extra on the above quoted rate.

**NOTE:**

- 1) Prices quoted above shall remain firm for entire duration of the contract from the date of award of contract.
- 2) The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor
- 3) The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.

BSES

**ANNEXURE –I: BID FORM**

To,

**Head of Department,  
Contracts & Material Department,  
BSES YAMUNA Power Ltd,  
Illrd 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 equipment's/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..... 2025

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	Description
1	<b>Company Name</b>	
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)	
24	Turn Over FY 2018-19 (Rs. Cr.)	
25	Turn Over FY 2019-20 (Rs. Cr.)	



S.No.	Item	Description
26	Turn Over FY 2020-21 (Rs. Cr.)	
27	Turn Over FY 2021-22 (Rs. Cr.)	
28	Profit after Tax FY 2018-19 (Rs. Cr.)	
29	Profit after Tax FY 2019-20 (Rs. Cr.)	
30	Profit after Tax FY 2020-21 (Rs. Cr.)	
31	Profit after Tax FY 2021-22 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	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 &amp; address</u>	<u>Client contact Detail</u> ( Person name, e-mail ID, Mobile & landline number)	<u>Vend or's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completion date as per Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigation / Arbitration (Y/N) (If Yes, furnish details)</u>	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											

**B) Orders Under Execution**

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

### **ANNEXURE – III :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:**

BSES

**ANNEXURE – IV: ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS**  
**OF CONTRACT**

**1.0 General Requirements**

- 1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipment's belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.
- 1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
- 1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BYPL from time to time.
- 1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment's like shoes, safety belts, helmets etc. adhering to safety compliance.
- 1.5 All the equipment's being used shall be timely calibrated and a copy of the same shall be submitted to Safety Department within 4 weeks of the acceptance of contract and thereafter on every renewal.

**2.0 EHS Policy**

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply Regulations, 2010 shall follow the Environment, Health & Safety policy of BYPL. The contractor shall implement quality, health & safety management systems in accordance to BYPL EHS policy and ensure that intentions of such policy are met.

**3.0 Health & Safety Plan**

- 3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan incorporating HIRA (Hazard Identification & Risk Analysis) to BYPL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, will ensure compliance of the contract provisions stated herewith.
- 3.2 The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BYPL.
- 3.3 Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BYPL (Head

Safety). First cut of the plan shall be submitted to Safety Department within 2 weeks of agreement of contract. After suggested rectification, the final plan shall be submitted to Head Safety not later than 4 weeks of the agreement of contract. A copy of the same shall be given to the engineer in charge also. The document shall carry the signatures of the authorized signatory (the person who has signed the agreement document of contract).

- 3.4 The health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of BYPL.

#### **4.0 OHS Organization & Responsibility**

- 4.1 The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/ National Safety Council) or trainer, which should be verified earlier by BYPL safety department accordingly. The copy of training certificate shall be submitted to Safety Department within 4 weeks of agreement of contract. Time extension may be given in extraordinary situation subjected to submission of any convincing document carrying valid proof of near future plan of the training.

- 4.2 The training certificate should not be more than one-year-old.

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

#### **5.0 First Day at Work –Induction Training and Issuance of ID-Card**

- 5.1 The contractor shall ensure that all his workers have undergone the safety induction and have been issued with a valid ID card prior to start work at BYPL site. The proof of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

- 5.2 All contractor workers shall undergo above as per the BYPL site specific procedure issued from time to time.

- 5.3 The contractor shall ensure that no worker is in any O&M activities until the valid ID card is issued and the same is available by each worker at site including that of sub-contractor(s).

- 5.4 In case any worker lost the ID card issued to him, the contractor shall ensure that such incidences are promptly reported to BYPL and duplicate or new ID card is issued immediately after completing formalities as deemed necessary by BYPL.

## 6.0 Provision of Safe Working Conditions

6.1 Proper barricading shall be created during height work, cable laying work, working on pole, etc. Dimensions of barricading while cable laying work- Height- 2 mtr, Length- 1.5 mtr. There shall not be any gap in between two barricades. LED Bacon light shall be placed at 1st and every 4th barricade. However, while working on pole during supply maintenance work there should be a barricading cone and caution tape . In narrow lanes, where proper barricading as per rules is not possible, use barricading as per the approval of respective safety circle head in writing and copy forwarded to safety and uploading in QMS.

## 6.2 PPE' Requirement

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

Contractor has to ensure the quantity and quality of PPEs during procurement and continuous usage of following PPE's by his staff.

S.NO	NAME OF THE PPEs	LINEMAN / FITTER/SKILLED	HELPER/UNSKILLED	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Appendix-3) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department along with mentioned certificates within 4 weeks of agreement of contract. The sample of the PPE's being procured by the contractor shall be



submitted and approved from the Safety Department beforehand.

6.2.3 The contractor has to provide 3 arc protection face shields in each zone (2 for complaint team and 1 for maintenance team) as per specifications mentioned in clause 6.2.5.6.

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

**Note:** PPEs shall strictly be as per the brand mentioned in clause 6.2.5

#### 6.2.5 Technical Specification of the PPEs

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

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant
6. Rubber PU Sole
7. Anti-puncture

Lead MAKE: BATA/HONEYWELL/KARAM

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

V-GARD HDPE Yellow With 4 Point FasTrac Ratchet Suspension

Shell Material	UV stabilizedHDPE, Non vented
Suspension	<ul style="list-style-type: none"> <li>• With 4 Point FasTrac Ratchet Suspension sewn headband</li> <li>• Textile straps made from polyester Suspension</li> <li>• point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head</li> <li>• Easy clean sweatband</li> </ul>
Size	52-62 cm
Accessory slot	Standard 30 mmwithremovable HDPE dead plugs suitable to leak proof fitting

Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM / UFS

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

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

There should not be any metallic part in the full body harness.

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

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

1. Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.

3. Soft Flex low profile frosted frame for increased comfort.
4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
6. Sight Gard + premium anti-fog coating (EN 166 "N") with good anti- scratch properties.

#### Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sight gard + anti-fog according to EN 166 "N" & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55° C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sight Gard + clear , 6x

Lead MAKE: MSA / UVEX/ UFS/3M/KARAM

**6.2.5.5 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 features:

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

	For LT work	For HT work
Length	360mm	360mm
Class	2	0
Thickness	3.6mm	1mm
Proof test voltage	20000	5000
Maximum use voltage	11000	1000
Tensile strength	>16mpa[Mega Pascal]	
Puncture resistance	>18N/mm [Newton per mili meter]	
Elongation at break	>600% [Stretching length]	
Tension set	<15%	

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

Lead MAKE: Honeywell / ANSELL/CATU

#### 6.2.5.6 Arc Protection Face Shield

- ATPV value is 10 cal/cm<sup>2</sup>
- It shall have a slotted hard hat and chin guard
- Visible light transmission (VLT) shall be 70%
- It should have anti fog lens

- e) It should have a provision for replacement of lens and brackets.
- f) It should cover the complete face and the complete neck region.
- g) It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.
- h) Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

#### **6.2.5.7 Certificates required for all PPEs:**

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

The copy of all the certificates shall be submitted to safety department within 4 weeks of agreement of contract.

### **7.0 Integrated Management System & Audits**

- 7.1 The Contractor shall work in the framework of Integrated Management System (IMS) and shall maintain documentation as prescribed in the IMS Manual of BYPL. IMS Manual can be obtained directly from site engineer/Division Head/Respective Head.
- 7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, 14001 & 45001 standards of BYPL.
- 7.3 To verify compliance and to continually improve the management system, all contractors shall be subjected to both internal & external audits.

### **8.0 Medical Examination**

- 8.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees like lineman, ALM, supervisor, Fitter, welders, gas cutters, drivers and all the workers supposed to work at height (and any other trade specified deemed necessary by BYPL at the time of deployment then annually) before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every year as per the provisions of applicable laws or as prescribed by BYPL with proper record.

8.2 Records of medical examination as described above shall be maintained at the contractor premises and a copy of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

8.3 No person about whom the Contractor knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any O&M operation or other construction work which is likely to involve a risk of any accident either to the worker himself or to any other person.

## **9.0 Working at Height**

9.1 The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of BYPL by authorized personnel.

9.2 The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by BYPL are enforced and complied all the time during activities carried out at height.

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

9.4 Barricading cone and tape shall be used along with creation of proper safety zone.

## **10.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences**

10.1 In case of any incident/ accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence or near miss or any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be sole responsibility of the Contractor to promptly inform the same to Department Head in prescribed form and also to all authorities envisaged under the applicable laws.

## **11.0 Suspension of Work**

11.1 BYPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.

11.2 In such cases, the contractor shall be informed in writing about the nature of hazards and

possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BYPL shall be conclusive and binding on the Contractor in such aspects.

11.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for waiver of levy of liquidated damages.

11.4 The contractor shall follow and comply with all safety Rules of BYPL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any nonconformity between statutory requirement and safety rules of the BYPL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

## **12.0 OHS Appreciation Policy**

12.1 If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by the BYPL and no accident occurs then BYPL may consider the performance of the contractor and safety score card will be prepared. The best contractor will be appreciated by suitable "SAFETY AWARD" as per scheme as may be announced separately from time to time.

## **13.0 Safety Motivational Scheme for Contractor Employee**

13.1 All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honour with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BYPL safety department. Contractor may ask to BYPL safety people for their presence during awarding time.

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

## **14.0 Guidelines for Penalty Policy Implementation**

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



- 14.2 The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.
- 14.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Department Head and Safety Head.
- 14.4 Recommending Authority means the Department Head, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.
- 14.5 Penalties will be imposed for delay in submission of EHS related requirements/documents mentioned in the contract. Once the contract is accepted, the requirements as mentioned in **Appendix- 2 to be submitted within 4 weeks.**
- 14.5 Safety Head may impose penalty for serious violations directly.
- 14.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
- 15.0 Guidelines for Safety Appreciation Policy Implementation**
- 15.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.
- 15.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.
- 15.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
- 15.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.
- 15.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has

received.

- 15.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.
- 15.7 BYPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

### **Appendix – 1**

#### **Penalty Policy on Safety Violation**

	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)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for removal from deployment with BYPL& Fine of Rs.15000/-	Recommendation by OHS- Representative/Department Head Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel.  Not using Arc Protection Face Shield  Not using barricading cone and tape.  (Poor quality or damaged item means noncompliance)	# First Offence -Warning Note & Fine of Rs.5000/- # Second Offence - Warning Note for dismissal and a Fine of Rs.10000/- # Third Offense - -Action for the concerned Workmen/ supervisor for removal from deployment with BYPLand a fine of Rs.25000/-	Recommendation by OHS- Representative/Department Head Approval by Safety Head Deduction by Finance & Account

C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	# First Offence - Warning Note & Fine of Rs.10000/- # Second Offence - Action for the concerned workmen/supervisors for removal from deployment with BYPL and fine of Rs.20000/-.	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
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Notes:

# Refer clause No. 14 for penalty policy implementation guidelines

# If there are 03 violations by an individual employee, his removal from deployment with BYPL # If there are 10 violations in one quarter, will be recommended for termination of contract order.

## Appendix – 2

### Penalty Policy on non- submission of EHS related requirements

Following EHS related requirements to be submitted within 4 weeks of agreement of contract

Requirement	Penalty Detail	Execution Channel
1. Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis)		
2. Safety supervisor training records on EHS (40 hrs training)		
3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor)	Delay of 15 days- Warning Note & Consolidated Fine of Rs.5000/- on non-submission of proof of any of these mentioned 8 types of documents	
4. Bills/challan of PPE's along with test certificates (if procured by the contractor)	On every subsequent delay of 15 days- Warning Note & Consolidated Fine of Rs. 10,000/- on non-submission of proof of any of these mentioned 8 types of documents	Recommendation by OHS-Representative Approval by Safety Head
5. PPE's receipt by worker (as per Appendix-3)		Deduction by Finance & Account
6. Medical examination record of workers		
7. ID card of workers		
8. Calibration Certificates of equipment's		

**Appendix – 3****Format for PPE's Receipt by workers**

Name of Site -----

Division-----

Name of Contractor -----

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

Signature of Contractor / Date.....

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 \_\_\_\_\_ 2025. 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)

BSES



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 [ ] 2025

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 ten percent (10%) 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 ten percent (10%) 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 ..... 2025 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,  
JawaharVayparBhawan, 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 \_\_\_\_\_, 2025

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 3 years 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:

BSES

**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.N O.	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	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.N O.	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: -**

<b><u>GENERAL INFORMATION</u></b>	
NAME OF Company	
POSTAL ADDRESS	

<b>FOR TECHNICAL QUERY:</b>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

<b>FOR COMMERCIAL QUERY:</b>		
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 letter head duly signed by the authorized signatory.

**Format – 4.6**

**UNDERTAKINGS**

***(To be submitted on Bidders Letter Head)***

Date: .....

Tender No.: .....

To

Head of Department

Contracts & Material Deptt.

BSES Yamuna Power Ltd

Shaktikiran Building, Karkardooma,

Delhi 110032

Sir,

We M/s *[name of bidder]*, ..... do hereby undertake that

- *[name of bidder]* has “No Litigation” pending with the BYPL or its Group/Associates Companies as on the date of bid opening.
- *[name of bidder]* has not been blacklisted/debarred by any central/state government institution/Electricity utilities as on the date of bid opening.
- *[name of bidder]* shall comply with all the statutory compliances as per the laws/rules etc. before the start of the supply/work.
- *[name of bidder]* shall submit an undertaking 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.

Yours Sincerely,

For .....

Authorized Signatory

\*\*\*\*\*