

BSES YAMUNA POWER LTD (BYPL)

Notice Inviting Tender (NIT)

for

“Award of AMC of Electricity Distribution Network consisting of EHV Grids, 11 KV Network, Streetlight, Meter Installation, etc in BYPL”

NIT No.: CMC/BY/22-23/RS/SvS/AS/17

Dated: 11.06.2022

Due Date for Submission of Tender: 01.07.2022, 11:00 HRS

Date and Time of opening: 01.07.2022, 11:45 HRS

BSES YAMUNA POWER LIMITED,

Shakti Kiran Building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Website : www.bsesdelhi.com

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

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CHECK LIST

(FOR BID SUBMISSION)

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
8	NO DEVIATION DECLARATION (NDD)	
9	UNPRICED TECHNO-COMMERCIAL BID (IN SEPARATE SEALED ENVELOPE-1)	
10	PRICE BID (IN SEPARATE SEALED ENVELOPE-2)	
11	COMPLETE BID DOCUMENTS, ENVELOPE 1 & 2 (IN SEPARATE SEALED ENVELOPE-3)	

SECTION- I REQUEST FOR QUOTATION (RFQ)

SECTION- I REQUEST FOR QUOTATION (RFQ)

1. GENERAL

BSES Yamuna Power Limited invites sealed tenders on a “Single Stage: Two Envelope” bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “Award of Electrical AMC of Electricity Distribution Network consists of EHV Grids, 11 KV Network, Streetlight, Meter Installation, etc 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/22-23/RS/SvS/AS/17 Dated: 11.06.2022”

for

“Award of Electrical AMC of Electricity Distribution Network consist of EHV Grids, 11 KV Network, Streetlight, Meter Installation, etc 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.5900/- (including GST)
Earnest money Deposit	Rs 20 Lakh
Duration of the Work	36 Months
Tender documents on sale	11/06/2022 to 01/07/2022 (Working days)
Date & time of Submission of Bid	01/07/2022 till 11:00 HRS
Date & time of opening of Techno- Commercial Bid	01/07/2022 at 11:45 HRS

- 1.4. The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.5900/-** 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.bsedelhi.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. Technical QR:

- (i) The bidder should have experience in Project execution or maintenance work of Distribution Network of voltage level 11 KV and 33 KV or above in any power distribution Utilities / SEB's / Discoms / other govt. organizations for not less than continuous 06 months within last 5 financial years (FY18 to FY22).
- (ii) The bidder should have requisite skills, knowledge, expertise, experience, and system as per the requirement of the company and the capability to act as an AMC contractor with the trained and experienced person of the requisite skill and knowledge to perform the function. Organisation chart of bidder indicating Executive / technical staff with educational qualification and experience needs to be submitted along with the bid.
- (iii) Details of project execution work of EHV / HT / LT / Meter Installation including Service Line connections carried out by bidder in last five (5) years shall be submitted as per format Annexure II
- (iv) Details of AMC work carried by bidder in last five (5) years needs to be submitted as per format Annexure II
- (v) Performance certificates for AMC / Projects executed / Projects with warranty completed successfully shall be submitted by bidder.
- (vi) Bidder should have an office in Delhi NCR or shall open an office in Delhi NCR within 15 days from the date of LOI/Award of contract. Bidder to submit undertaking/details of such office on their letterhead. The Head/ In-charge of this office should be competent enough to take all decisions related to this contract.

4.2. Financial QR:

- (i) The bidder must have executed a single order of minimum value of Rs 20 Crore or two orders of minimum value Rs 12.5 Crore each or three orders of minimum value Rs 10 Crore each in the field of Project execution or maintenance work of Distribution Network in the last seven financial

years (FY16 to FY22). The completed cost will be escalated by BYPL @8% compounded rate for each completed year, ending March 31st for the assessment purpose.

- (ii) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22, FY21 & FY20) should not be less than Rs 70 Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- (iii) The bidder should have net worth of Rs 18 Crore as on the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2021-22. The Net worth certificate must have UDIN Number.
- (iv) Bidder must provide proof of having solvency of an amount equal to Rs 15 Crore from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno-Commercial bid.
- (v) Bidder should have valid Registration of GST & PAN.
- (vi) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (vii) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.
- (viii) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or, BYPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BYPL & Its group companies for indefinite period or period as may be decided by BYPL.
- (ix) The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.

4.3. Other Requirements:

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 19-20, FY 20-21 & FY 21-22) audited financial statement.
 - ii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2022, 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 & 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/organisation
 - vii. Organisation 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. Networth certificate as elaborated in financial QR
 - xiv. List of pending litigation with government/other institution 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 format attached
 - xxi. Solvency Certificate
 - xxii. An undertaking to provide all Tools & Plants , PPEs as per tender scope
- (c) The bidder should enclose performance certificates in support of relevant experience.
- (d) 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 wages 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.

- (e) 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/WebEx meeting (if applicable) are given below: -

Time: 17.06.2022 11:00 HRS India
Link: - ZOOM
Meeting ID – 867 289 9211
Password – 5678@

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

- 6.1. The bidders are required to submit the bid in 2(two) parts and in original& duplicate (total 2 copies) at the following address:

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

- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID**

and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**“. The same shall be submitted before the due date & time specified.

6.3.1. PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):

The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope super-scribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
- c) EMD of requisite amount
- d) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- e) Technical Literature if any.
- f) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- g) Power of attorney
- h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- i) Any other relevant document to support bidder meeting QR

Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BSES website.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT at our website, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

6.3.2. PART B: PRICE BID (Envelop-2):

The second sealed envelope shall contain Price bids in paper form (hard copies and envelope super-scribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

- (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.
- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.3.3. FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

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

regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

7. TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	14.06.2022
2	Pre-Bid Meeting	Discussion on pre-bid queries	17.06.2022
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	01.07.2022
4	Opening of Techno-Commercial Bid	Opening of PART-A	01.07.2022
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 behavior that disrupts the fair execution of the marketplace restricts a bidder from participation in future tenders of BYPL to a length of time as decided by BYPL, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

10. CONFIDENTIALITY

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

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

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

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

11. CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
O&M Department, 1st Floor, B Block, BSES Yamuna Power Ltd ShaktiKiran Building, Karkardooma, New Delhi-110032	Mr. Prem Gomber Head - EHV	Prem.Gomber@relianceada.com 011-41247029
	Mr.Devender Sharma, Head – Dist	Devender.S.Sharma@relianceada.com 011-41247108
	Mr. Nathi Singh Head - CMG	Nathi.Singh@relianceada.com 011-41247054
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 3rd Floor, A Block, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, New Delhi-110032	Mr. Abhinav Sharma, GM – (C&M)	Abhinav.k.sharma@relianceada.com / 011-4124 9315
	Mr.Santosh Srivastava, Head – (Contracts)	Santosh.V.Srivastava@relianceada.com / 011-4124 9850
	Mr. Robin Sebastian, Head – (C&M)	Robin.Sebastian@relianceada.com / 011-4124 9230

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

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

1. GENERAL

BSES YAMUNA Power Ltd (BYPL), hereinafter referred to as the “Company” is desirous for awarding work of “Electrical AMC of Electricity Distribution Network consist of EHV Grids, 11 KV Network, Streetlight, Meter Installation etc in BYPL” as notified in this tender document.

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

2. SCOPE OF WORK

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

3. DISCLAIMER

- 3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BYPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.
- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.3. Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this

Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.

- 3.4. Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future
- 3.7. BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.8. The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

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

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

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
- (a) by way of uploading the corrigendum/amendment on BSES website (in case of public tender),
 - (b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

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

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID FORM

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

10. BID PRICES

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

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

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

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

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

15. SEALING AND MARKING OF BIDS

- 15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.2. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16. DEADLINE FOR SUBMISSION OF BIDS

- 16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.

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

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

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

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.1. Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.3. Company will determine the substantial responsiveness of each Bid to the Tender Documents including execution capability and acceptable quality of the services offered. A substantially

responsive Bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation.

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

24. CONTACTING THE COMPANY

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

25. 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.

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

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

2. SCOPE OF WORK

The scope includes providing AMC Services for EHV / HT / LT / Street Light, meter installation, DT Cleaning & surveillance work, etc. as per 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 three (3) 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 costs related to vehicles or other equipments provided,
- (b) changes in insurance premiums, and/or
- (c) changes in legislations or regulations relating to the Service.

5. RATES & ESCALATION

- 5.1. The Rates/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 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 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 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. CPBG value to be enhanced @10% if initial annual contract value increases by more than 5%.
- 6.4. The CPBG shall be issued from any nationalized / scheduled bank as per company format.
- 6.5. 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.

- 6.6. 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.
- 6.7. 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 upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BYPL iv) NOC issued by BYPL compliance cell
- 6.8. 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.
- 6.9. 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.
- 6.10. 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. 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.

- 7.7. 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.
- 7.8. 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.
- 7.9. 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. INSURANCE

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

8.1. Insurance Policies:

a) Term Insurance for life:

Before commencing the execution of the work the Contractor shall take Term Insurance Policy for life for the staff engaged/deployed by them 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. 10 Lakh

b) 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. 5 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.

8.2. 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.

8.3. Comprehensive Marine Storage cum Erection insurance policy:

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

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

9. PENALTY

- 9.1. Penalty related to score card shall be levied as mentioned in Section-V, Scope of Work.
9.2. Penalty related to HR issues & ID Cards shall be applicable as defined in GCC.
9.3. Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC.
9.4. Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.
9.5. Penalty for violation of safety & quality norms shall be applicable as defined in Annexure-III, EHS Conditions of the Contract.

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

The contractor shall ensure strict compliance of the following directions:

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

The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. Contractor is liable for the penalties / other action by the authorities, the contractor shall indemnify BYPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

11. DERC GUIDELINES & REGULATIONS

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

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 favorable 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 alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.
- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

7. PAYMENT

- 7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.
- 7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice (Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.
- 7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.

- 7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.
- 7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

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

9. TIME ESSENCE OF CONTRACT

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the company, to the satisfaction of the Company that his action will compensate for the delays. The contractor shall not be allowed any extra compensation for such actions.

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

10. LIQUIDATED DAMAGE

- 10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding. 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. PERIOD OF MOBILISATION

Contractor shall mobilize its resources to carry out the assigned services under this Agreement immediately/in advance so that services are made available from the date of start.

12. OPENING OF SITE OFFICE:

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

13. ACCESS TO THE SITE

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

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

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

- 13.3. The Contractor shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Contractor

shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed off, in accordance with Applicable Laws.

14. INSPECTION & QUALITY CONTROL

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

15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

- 15.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.
- 15.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BYPL during this period.
- 15.3. Within 30 days of the expiry of the contract, the Contractor's representative and BYPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/equipment/services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.
- 15.4. No payments shall be admissible for the demobilization period/activities.
- 15.5. In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization period, BYPL at its sole discretion can get the work done / Services rendered/ equipment restored/ repaired/substituted by new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted/recovered from the bills of the contractor or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Contractor's side , of any nature, including the claim citing the award of work to third party and consequences thereof, shall not be maintainable.
- 15.6. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.
- 15.7. Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during demobilization/ handover on contract completion.

16. 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.

17. 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.

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

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

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

18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

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

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

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

- 19.1. The Contractor and its manpower shall adhere all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.
- 19.2. During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.
 - 19.2.1.1. Misconduct shall refer to the following:
 - a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.
 - b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.
 - c. Additional interaction with customer not under purview of task to be performed under agreement.
 - d. Provide other customer services with or without a charge unless directed by BYPL.
 - e. Accessing BYPL's IT Infrastructure within data centre or anywhere else, in BYPL premises.
 - f. The contractor's deputed manpower do not wear the uniform as per the terms and conditions of the contract during the performance of services under the contract.

19.3. BYPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance of field activities.

19.3.1. Any complaints received by BYPL either directly from the customer or observations through audit or any other sources shall be reviewed by BYPL. The decision of the committee on the final action on Contractor shall be binding.

19.4. PENALTY FOR MISCONDUCT

(a) The penalty to be imposed in case of misconduct shall be as follows:

In case of any misconduct as defined above, a penalty of Rs 5000/- per incident shall be levied.

(b) In case of multiple incidences of Misconduct:

- 1) 4 complaints per annum OR
- 2) more than 1 complaint in a quarter

An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

19.5. The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person

19.5.1. The Contractor shall collect the following documents from the manpower deputed under this agreement, within two weeks of mobilization and shall deposit the same with BYPL as & when demanded, as follows:

- (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
- (ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.
- (iii) Identity Proof: Copy of PAN/Aadhar card should be submitted as identity proof for all personnel.

19.6. Contractor shall deploy the manpower in mutual consultation with BYPL. BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.

19.6.1. The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

20. STATUTORY PERMISSION/ APPROVALS

20.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as

amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.

20.2. The Contractor must also submit the following before award of First Work Order under agreement and these shall be renewed time to time:

- a) Certificate of registration under Contract labour (R & A) Act 1970.
- b) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) GST registration number
- f) PAN No.
- g) Electrical License as applicable
- f) Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Contractor with all Engineer-in-charge responsible for execution of the job before start of the work by the contractor, as per guidelines of HR department.)

20.3. The Contractor must follow/adhere/performance the following task:

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

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

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

20.5. The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:

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

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

21. PERMITS, LICENSES & APPROVALS

- 21.1. It shall be the Contractor's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Contractor, the Company may, where it is necessary to do so, provide reasonable assistance to the Contractor, at the risk and cost of the Contractor, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.
- 21.2. The cost of obtaining the above mentioned permits, approvals and licenses and follow-up of the applications for such permits, approvals and license shall be borne by the Contractor.
- 21.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

22. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

- 22.1. It is a legally recognized entity under the laws of India;
- 22.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 22.3. 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;
- 22.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 22.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 22.6. 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;
- 22.7. 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;
- 22.8. 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;

- 22.9. 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.

23. 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:

- 23.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 23.2. Failing to complete Contracts in accordance with the approved schedule of Contract.
- 23.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 23.4. Failing to comply with any of the terms or conditions of this Contract.
- 23.5. 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.
- 23.6. 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.

24. 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.

25. LIMITATION OF LIABILITY

- 25.1. 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.

- 25.2. 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.

26. TERMINATION

26.1. 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. On receipt of such notice the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

26.2. 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 becomes 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.

26.3. 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 to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

27. GOVERNING LAW AND ARBITRATION

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.

28. FORCE MAJEURE

28.1. 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

28.2. 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.

28.3. 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.

28.4. 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.

28.5. 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.

28.6. 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.

29. 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.

30. SAFETY CODE

- 30.1. 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.
- 30.2. 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.
- 30.3. 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.
- 30.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 30.5. 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 causalities, 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.

- 30.6. 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

31. WORKMEN COMPENSATION

- 31.1. The Contactor shall take insurance policy at his own cost under the Workmen Compensation Act to cover such workers who are not covered under ESI by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI by the Contractor, the Contractor shall certify for the same.
- 31.2. The Contractor shall keep the Company indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the Contractor in carrying out the job involved and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.
- 31.3. The Company shall be entitled to deduct from any money due to or to become due to the Contractor, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provisions of this clause.

32. THIRD PARTY INSURANCE

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

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

33. HUMAN RESOURCE ISSUES

- (A) The Contractor would execute the works under agreement through its own resources.
- (B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

- (C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.
- (D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.
- (G) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.
- (H) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.
- (I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.
- (J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
 - (a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - (b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
 - (c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
 - (d) Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification

thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.

- (L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.

(N) **ID CARD:**

The Contractor will not issue any ID cards to the manpower deputed under agreement, on its own. All ID Cards for the workforce will be issued by BYPL Security ID Card Cell only. The Contractor should maintain the records of Identity Cards of their employees and whenever any employee quits/is removed then his/her Identity card should be collected & submitted to BYPL Security ID Card Cell. Penalty will be imposed on the Contractor in case of violation of the above rule. Contractor shall submit the details/ list of the employees that they are going to be deputed with BYPL Security before the commencement of the work under agreement.

The penalty clause related to employee's ID card shall be as under:

- (i) It is agreed by the Contractor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the Contractor shall be bound to intimate BYPL, the details of manpower deputed by Contractor for the performance of task under this agreement in BYPL specified format.
- (ii) It is agreed by the Contractor that in case of change of manpower deputed by the Contractor under this instant agreement, the Contractor shall, promptly but not later than twenty four (24) hours of such change, intimate BYPL in writing about the said change and submit the revised details in the BYPL specified format.
- (iii) It is further agreed by the Contractor that it shall, promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BYPL Security, to all the personnel deputed by the Contractor. The ID Cards shall also bear the name of the Company/ Contractor, the contact details of the personnel and the Company and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.
- (iv) In addition to the events of default as specified in the agreement and annexures thereto including as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the Contractor shall ensure not to commit the same:
 - (a) of staff found working without valid ID Cards (ID Cards issued by BYPL Security) / Not carrying ID cards to the workplace.
 - (b) of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
 - (c) of staff found carrying Contractor issued ID Cards, instead of through BYPL Security - CONTRACTORS cannot issue ID cards for the manpower deployed on BYPL work.

- (d) That the failure by the Contractor in compliance of the terms stated in section above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the Contractor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000/- per person per day and the same shall be deducted/recovered from the monthly bill of the Contractor, without any advance intimation to Contractor by BYPL.
 - (e) Certification of penalty (defaults and sum penalized) shall be through BYPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to Contractor/ agency.
 - (f) That in addition to the penalty as specified above, in case of any blacklisted manpower/personnel is found working/deputed by the Contractor, with BYPL for the performance of work under agreement, the same shall be termed as breach of terms of agreement and annexures thereto and shall, in addition to other penalties and rights available with Company/BYPL, levy a penalty of 1% of the contract value or Rs Fifty Thousand (50000), whichever is lower, and deduct/recover from the monthly bill of the Contractor.
 - (g) In case of second or subsequent default as specified above, within 6 months from the first default, the same, without prejudice to other penalties/ remedies that can be imposed/resorted under the terms of this agreement, BYPL reserves the right to terminate the contract.
 - (h) It is further agreed by the Contractor that the imposition of penalty and the quantum thereto shall be the sole discretion of BYPL and no claim/dispute by Contractor, challenging the imposition of penalty and/or the quantum thereto shall be maintainable.
 - (i) BYPL may review/revise ID card Policy including penalty during the tenure of agreement. This shall be at the sole discretion of BYPL and Contractor shall be liable to comply in full the revised policy, notified time to time.
 - (j) The Contractor shall submit resumes of its personnel to be deputed/Supervisors within 2 days of Award of Agreement/Work Order for approval and selection by BYPL. BYPL shall conduct interview and select the personnel to be deputed/Supervisors and provide inputs to Contractor for further action and deployment.
 - (k) The Contractor shall collect the following documents from the personnel deputed under agreement, within two weeks of mobilization and shall deposit the same with BYPL, as follows:
 - (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
 - (ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.
 - (iii) Identity Proof: Copy of PAN card should be submitted as identity proof, for all personnel.
- Contractor shall share the above information on demand from BYPL. BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.
- (O) The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all personnel deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

In case the Contractor does not provide his employees with PIC (Personnel Identity Card), the same shall be provided by the Company and the cost plus 30% overheads shall be recovered from the contractor's bills. This shall be in addition to the right of company to impose/recover penalty over contractor for such default.

- (P) Failure by the Contractor's personnel to wear PIC shall attract a penalty of Rs. 1,000/- per incident per day.
- (Q) In case, any of the manpower has been found not serving his part of duty on any day as per the instructions, Contractor will be fined at the rate of Rs 500/- per person per day.
- (R) A separate penalty as per score card shall be levied.
- (S) There will not be duplicity of penalty for the same default.

34. DEPLOYMENT OF RESOURCES

- 34.1. Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per the format in Section-V, scope of work.
- 34.2. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 34.3. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company/Engineer In-Charge finds the resources not suitable or not up to the mark, the Contractor shall deploy the alternate resources immediately.
- 34.4. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BYPL on a daily basis if required by the Divisional In-charge.
- 34.5. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.
- 34.6. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on

strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the contractor.

35. REPLACEMENT OF RESOURCE(S)

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

36. CONTRACTOR'S OBLIGATIONS

A) General Obligations

- 36.1 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.
- 36.2 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.
- 36.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 36.4 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.
- 36.5 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.

- 36.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and materials upto the Site and back.
 - (b) Availability of skilled Manpower in time.
 - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
 - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;
- 36.7 The Contractor shall, whenever required by the BYPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BYPL.
- 36.8 Train its Manpower in the manner as reflected in their training manual, requirements of BYPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to reliever / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BYPL.
- 36.9 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.
- 36.10 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.
- 36.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.
- 36.12 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BYPL.
- 36.13 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BYPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BYPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BYPL reserves right to recover a suitable amount as per BYPL discretion. BYPL decision in this regard shall be final & binding.
- 36.14 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.
- 36.15 In case, if the company/BYPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.

- 36.16 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BYPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.
- 36.17 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 36.18 The Contractor shall provide such uniforms as approved by the company/BYPL.
- 36.19 Immediately on commencement of the Contract, Contractor shall provide complete bio data of each Manpower employed at Site and shall ensure that the information provided in respect of each Manpower is verified and correct.
- 36.20 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 36.21 Contractor must ensure that child labour are not to be deployed at the Site.
- 36.22 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.
- 36.23 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose
- 36.24 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.
- 36.25 If required and on specific instructions by the company/BYPL, Contractor shall periodically rotate the Manpower after every 12 months or period as requested by the company/BYPL. BYPL to Communicate the same to the Contractor atleast 20 working days before rotation of Manpower is intended.
- 36.26 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 36.27 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Contractor without any risk and cost of the BYPL.
- 36.28 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 36.29 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not violate any statutory provisions / Applicable Law and shall keep BYPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BYPL reserves right to recover reasonable compensation at the discretionary of BYPL.

- 36.30 Contractor to provide master plan for deployment of Manpower and related resourced to the Company/BYPL before commencement of the Services. Along with this Contractor shall provide documentations in details covering Manpower details as requested by BYPL.

B) Compliance with Applicable Laws by Contractor

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

C) Contractor's Other Obligations

- 36.38 The Contractor shall also provide the necessary proof of remittances of EPF, Pension amount and ESIC for the previous month, along with their invoices for the current month to Company. Without such proof, the invoices will not be processed for payment.
- 36.39 The employees deployed by the Contractor shall be employees of the Contractor.
- 36.40 At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- 36.41 The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- 36.42 The Contractor shall ensure that, the Contractor's manpower deployed at the Company shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other Company employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the Company shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him

medically examined by a registered medical practitioner at its own cost and expenses and produce a medical certificate certifying that the said employee is medically fit. It is further agreed that without such medical certificate, Company shall not permit any such Contractor's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.

- 36.43 The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 36.44 The Contractor shall provide uniforms to its manpower and shall provide an authority letter to the its manpower and they shall carry the same when they are on duty at the Company.
- 36.45 Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
- 36.46 The Contractor shall deploy electronic attendance marking system for their Resources and maintain records for the same. The same has to be produced if demanded by the Company.
- 36.47 The Contractor shall fully guide, supervise and monitor the Contractor's manpower deployed in Company locations by its Supervisors.
- 36.48 Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to Company along with their inspection report on weekly basis.
- 36.49 The Contractor undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, BYPL shall be within its rights to make necessary deductions in addition to such rights as available under contract.
- 36.50 **TIMELY DISBURSEMENT OF WAGES**

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

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

37. THE COMPANY/BYPL'S OBLIGATIONS/RESPONSIBILITIES

- 37.1 BYPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Contractor .
- 37.2 BYPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the

Contractor. However, BYPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.

- 37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BYPL as and when demanded,
- 37.4 The Company/BYPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.
- 37.5 BYPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BYPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.
- 37.6 BYPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BYPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BYPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

38. 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.

39. SECRECY & CONFIDENTIALITY

- 39.1 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.

- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 Contractor shall submit signed NDA as per the format 4.3 attached.

40. 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.

41. 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.

42. 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.

43. 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.

44. NOT USED

45. 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, without the prior written approval of the Company.

46. 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.

47. 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.

48. CONTRACTOR'S EQUIPMENT

- 48.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.
- 48.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.
- 48.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.
- 48.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving

the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

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

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

- I. All the T&P shall be tagged / marked as "BYPL-AMC-Div Name-Serial No." , For eg. LNR Divn T&P shall be tagged / marked as "BYPL-AMC-LNR-001" The tagging/ marking shall be done wherever possible
- II. A certificate from Engineer-In Charge to this effect under point no. I above and that T&P has been provided to all working staff.

50. FREE ISSUE MATERIAL

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

51. 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.bsedelhi.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.

52. 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.

53. MSME

- 53.1. 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.
- 53.2. 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
- 53.3. 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.
- 53.4. The Contractor to furnish the undertaking to the Company in this regard.

54. 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.

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

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

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

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

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

56. ENVIRONMENTAL, HEALTH & SAFETY

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

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

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

- (a) Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed

- (b) Keep tools in good condition
- (c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- (d) Develop a concern for safety for themselves and for others
- (e) Prohibit horseplay
- (f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

57. 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

SECTION-V **SCOPE OF WORK**

Part I –11 KV O&M

Scope of work

Following broad activities are covered under the Scope of contractor:

The contractor shall be responsible for managing power supply within the awarded area as per DERC supply code ensuring consumer satisfaction. He shall be responsible to ensure operational parameters of the area are on improving trend compared to previous year.

1. **HT Breakdown management** and power supply restoration of impacted area/consumers due to HT Breakdown within SLA timelines. This activity includes but not limited to testing of HT Network, identification of faulty section and its isolation, back-feeding of remaining network section and repair/restoration of faults and restoration of power supply. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge. The details of activities but not limited to attached in Table-1 and Table-2 (For HT Cables)
2. **LT Breakdown management** and power supply restoration of impacted area/consumers due to LT Breakdown within SLA timelines. This activity includes but not limited to testing of LT Network comprising of LT ACB, LT U/G cables, LT AB Cables LT O/H Conductors, Poles, Feeder Pillars Distribution Boxes and Service Lines, identification and repair of faults, back feed the affected area if required and restoration of power supply. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge. The details of activities but not limited to attached in Table-1 and Table-2 (For LT Cables)
3. **No Current Complaint (NCC) management** including but not limited to Individual Complaints, Area Complaints, Meter related complaints, emergency complaints and power supply restoration of impacted area/consumers due to NCC within SLA timelines. Coordinator / TO a complaint center shall ensure that proper reason is registered in iOMS while closing the complaints. NCC related to specific ESD / HT breakdown or planned shutdown shall be tagged properly during closure. No wrong closure of NCC shall be done. The details of activities but not limited to attached in Table-3.
4. **HT Emergency Shutdown management** and power supply restoration of impacted area/consumers due to HT Emergency Shutdown within SLA timelines. This activity includes but not limited to repair/replacement of equipment installed in Sub-station and HVDS Area like Distribution Transformers, Ring Main Units (RMU), LT Air Circuit Breakers, LT Panels, HT O/H Network, HVDS Transformers, HTAB Network, HVDS Network, HVDS Transformer etc under unscheduled outages. Unscheduled outages should be minimized and planning should be done in such a manner that most of the work is carried out in planned manner. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge.

5. **HT Planned Shutdown management** and power supply restoration of impacted area/consumers due to HT Planned Shutdown within SLA timelines. This activity includes but not limited to repair/maintenance of equipment installed in Substation and HVDS Area like Distribution Transformers, Ring Main Units (RMU), LT Air Circuit Breakers, LT Panels, HT O/H Network, HTAB Network, HT Poles HVDS Network, HVDS Transformer etc under scheduled outages. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge.
6. **LT Emergency Shutdown management** and power supply restoration of impacted area/consumers due to LT Emergency Shutdown within SLA timelines. This activity includes but not limited to repair/replacement of LT Network elements comprising of LT ACB, LT U/G cables, LT AB Cables LT O/H Conductors, Poles, Feeder Pillars Distribution Boxes and Service Lines, identification and repair of faults, back-feed the affected area if required and restoration of power supply under unscheduled outages. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge.
7. **LT planned Shutdown management** and power supply restoration of impacted area/consumers due to LT Planned Shutdown within SLA timelines. This activity includes but not limited to repair/replacement of LT Network elements comprising of LT ACB, LT U/G cables, LT AB Cables LT O/H Conductors, Poles, Feeder Pillars Distribution Boxes and Service Lines, identification and repair of faults, back feed the affected area if required and restoration of power supply under scheduled outages. The scheduling shall be done by COMPANY engineer in-charge. The work shall be carried out under the supervision and direction of COMPANY engineer in-charge.
8. The details of activities covered but not limited to under HT/LT ESDs and PSDs is given in Table No 4 to Table No 9.
9. **Street Light complaint management** including high mast points and power supply restoration of affected street lights within SLA timelines. Street light complaints shared by local RWA / counselor / public representative shall be entered in system and closed. The details of activities are including but not limited to those covered in Table No 10.
10. **Periodic inspection** of all the network elements including but not limited to substation equipment's like Transformer, RMUs, FRTU, LT ACB/Panel and Package S/STN and LT Network elements like LT U/G Cables, LT AB Cables, LT O/H Conductors, LT Poles, Distribution Boxes, Service Lines, Feeder Pillars etc and inform all the abnormalities observed during inspection to the respective COMPANY engineer in-charge in a predefined format. The restoration of all such abnormalities shall also be in the scope of contractor. The ATR shall also be submitted to the respective COMPANY engineer in-charge in a predefined format.
11. **Annual preventive maintenance** of all the selected network elements including but not limited to substation equipment's like Transformer, RMUs, FRTU, LT ACB/Panel and Package S/STN and LT Network elements like LT U/G Cables, LT AB Cables, LT O/H Conductors, LT Poles, Distribution Boxes, Service Lines, and Feeder Pillars etc. The schedule of preventive maintenance along with list of selected equipment's shall be shared by respective COMPANY engineer in-charge. Selection

of substation for preventive maintenance shall be done by COMPANY although any inputs can be shared for inclusion.

12. **Safeguarding of Company** Network elements including but not limited to substation equipment's like Transformer, RMUs, FRTU, LT ACB/Panel and Package substation, HT U/G Network and HVDS Network for prevention of theft/damaged attempt by unauthorized personal or any other excavation agencies. This is the responsibility of contractor to take necessary corrective/preventive action like locking of substation Doors, Feeder Pillar doors, locking of DB, shifting of cables etc. for safeguarding of COMPANY network assets after taking prior approval from COMPANY engineer in-charge.
13. **Contractor shall ensure closure of all safety observation** raised by safety engineer or else within the time lines stipulated by engineer n-charge.
14. **Contractor shall be responsible to close all surveillance** / enforcement observations within timeline to safeguard network. Perform the DT Cleaning work in accordance and full compliance with the procedures and specifications. Contractor has to completes the work in totality as per the instruction of Engineer in-charge.
15. **Regular surveillance of LT Network** including but not limited to LT Feeders, LT O/H Network, LT Poles, Distribution Boxes, Feeder Pillar for identification theft prone points and their closure/sealing. The details of activities but not limited to are covered is given in Table No 11.
16. **LT APFC Panel Maintenance** including but not limited to ensure proper functioning of all LT APFC Panel to ensure desired voltage profile as well as power factor 0.85 or better. The details of activities but not limited to is given in Table No 12.
17. Material required for performing the above mentioned functions shall be in the scope of COMPANY, However, transportation of manpower, materials and equipment's from COMPANY main store to divisional store, divisional store to site, and return of excess material from site to division store or elsewhere within COMPANY licensed area, return of scrap / waste material from division/site to COMPANY designated scrap store shall be in the scope of contractor.
18. Maintain a material register for all the free issue materials. The relevant extract of register shall be produced for verification at the discretion of engineer-in-charge.
19. Arrange for proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs contemplated under this Contract.
20. Arrangement of proper tools, tackles and testing instruments for performing the above mentioned activities.
21. Contractor shall be responsible for all the data punching related to Loss Reduction Activities in the DTM Module and S/STN Inspection and ATR data in IOMS. Computers and suitable rights for the same shall be provided by COMPANY.

22. Contractor shall be responsible for submit all the work related MIS as and when asked.
23. Contractor shall obtain permission from road owning agency / traffic police etc required to carry out any work as per scope to ensure swift restoration of supply. Permission required for vehicle movement 24 hours shall also be arranged by contractor.
24. Contractor shall ensure area of scope remains accident free, in case of any accident of his workforce or general public, information should be shared immediately with engineer in-charge. Contractor shall ensure proper coordination is done with all stakeholders including police.
25. Contractor shall be responsible for identifying training needs of his staff and imparting training as per identified need. COMPANY resources in terms of trainer or training facility can be utilized by contractor.

Geographical Area for Circles, Grids count and network assets, thereof is appended in **Annexure- V-I-A**

The list of above mentioned activities is attached in **Annexure-V-I-B**.

The list of T&P and PPEs is appended in **Annexure- V-I-D**.

The trends of above mentioned activities shall be provided separately on request from contractors.

Resource Requirement

1. The contract is strictly on the basis of scope of work to maintain power supply as per DERC supply code, any penalty imposed by DERC on account of power supply shall be passed on to contractor. Contractor shall ensure sufficient and free to depute manpower based on quantum of work keeping the time schedule for each activity / work.
2. Safety Supervisor & Supervisor at Area level shall be deputed at Circle/Division/Sub Division level as per requirement of work.
3. Since HT breakdown impacts large consumer hence contractor shall ensure round the clock (24x7) team consisting of lineman, fitter and helper along with vehicle.
4. S/STN& Equipment Preventive Maintenance work is generated in the Area allocated to contractor, hence contractor shall ensure minimum manpower comprising of electric fitters, linemen and helpers along with vehicle for Preventive Maintenance. LT Maintenance work is generated at sub-division level hence contractor shall ensure minimum one team consisting of lineman & helper along with vehicle at each sub-division for routine work.
5. Loss reduction work (DT Cleaning) is generated in the Area allocated to contractor hence contractor shall ensure minimum manpower of consisting of lineman & helper. Vehicle may also be required for the same on need basis.

6. Quantum of No current complaints varies during the year as well as in three shifts. Contractor shall analyse anticipated NCC and with focus to HVDS network, and depute team accordingly to ensure all NCC are closed within stipulated time frame. Nevertheless, it is the responsibility of contractor to deploy adequate manpower consisting of lineman & helper, TO etc., for complaint management at all time.
7. Faulty cable restoration is very crucial for COMPANY so contractor must deploy minimum manpower consisting of linemen with every cable fault restoration (FLC) team.
8. Contractor shall maintain sufficient buffer manpower and vehicle at division / circle / office level to ensure emergency work are completed within time period specified.
9. Contractor shall depute manpower along with 02 wheelers to patrol the area for safeguarding the network against theft and damage from external agency. The number shall be decided by the contractor considering geographical profile of the area so that complete area is patrolled round the clock.
10. Quantum of Street Light complaints (**PWD, DDA, DUSIB, Municipal Corporation, etc.,**) vary during the year. Contractor shall analyse anticipated Street Light complaints and depute team accordingly to ensure all Street Light Complaints are closed within stipulated time frame. Minimum manpower consisting of lineman & helper to be deputed Vehicle may also be required for the same on need basis.
11. Contractor shall depute sufficient manpower in Company's divisional stores for supporting the Store incharge in store management as per requirement of Store incharge.

Deployment of Vehicle

For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 3-year-old at the site/ vehicle odometer reading shall not be more than 30000 km. Vehicle also compatible with odd & even days as per Delhi Govt order if any during the period of contract. Electric Vehicle or CNG vehicle shall be preferred. GPS is compatible with BSES system i.e. MAP MY India only. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer in-charge.

All the permissions required for plying the vehicles on the road for 24x7 as per requirement of work shall be ensured by the contractor.

It is mandatory for all the Contractors to procure GPS based Vehicle Trackers (Model No. Map my India VT 12, Specs: IP 67, Dual IP, Flash Memory 16 MB, Accelerometer or prescribed by BSES.

Two percent (2%) to Five percent (5%) of total vehicle deployed by the Contractor shall be of Electric Vehicles

The details of minimum numbers of vehicle required for performing various activities under the scope is appended as Annexure V-I-F.

Performance Criteria and Scorecard

The performance of the contractor shall be reviewed by the company on a monthly basis. The frequency of the review may be revised time to time depending upon the situation. The procedure for reviewing the performance shall be as follows:

1. A high-level committee comprising of senior level officers of O&M, C&M and HR will be constituted to review performance of each division/contractor individually. Divisional-In-Charge of the concerned division will also be invited to the meeting.
2. First review of the performance shall be held in Third month after the start of the contract. Among other performance parameters, the review will particularly focus on deployment of competent manpower, provision of tools and tackles, timely payment of salary through ECS and statutory compliances.
3. Weighted Average Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.
4. From second review meeting onwards, the company will initiate the following corrective action if the Weighted Average Score of the contractor is below the stipulated performance standards:
 - 4.1. First instance of the Weighted Average Score falling in the Penalty zone (below 60 points) during the contract period: Contractor shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - 4.2. Second instance of the Weighted Average Score falling in the Penalty zone (below 60 points) during the contract period: Contractor shall be issued first warning letter indicating that the company may terminate the contract if the performance of the contractor does not improve the stipulated benchmark.

- 4.3. Third instance of the Weighted Average Score falling in the Penalty zone (below 60 points) during the contract period: Contractor shall be issued second warning letter indicating that the company may terminate the contract if the performance of the contractor falls below the stipulated benchmark once again.
- 4.4. Fourth instance of the Weighted Average Score falling in the Penalty zone (below 60 points) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, the Company reserves the right to terminate the Contract.
5. The process specified in previous para will be applied for a period of 12 months from start of contract, thereafter it will be repeated for the subsequent period.
- The guaranteed Service Level Agreement with service area is appended below. The Contractor has to maintain the performance standard as per SLA and ensure to maintain the SLA in at least 95% of cases of monthly basis.

Service Area	Outage Category	Timeline Proposed under AMC
(i) Continuous power failure affecting individual consumer and group of consumer up to 100 connected at Low voltage supply, excluding the failure where distribution transformer requires replacement.	No Current Complaint Emergency Shutdown HT Breakdown	Within 01Hours
(ii) Continuous power failure affecting more than 100 consumers connected at Low voltage supply excluding the failure where distribution transformer requires replacement.	Emergency Shutdown HT Breakdown	Within 01 Hours
(iii) Continuous power supply failure requiring replacement of distribution transformer.	Emergency Shutdown HT Breakdown	Within 03 Hours, excluding breakdown time
(iv) Continuous power failure affecting consumers connected through High Voltage Distribution System (HVDS) and not covered under (i) & (ii) above	Emergency Shutdown HT Breakdown	Within 02 Hours
(v) Continuous scheduled power outages	Planned Shutdown	Within 06 Hours and before 4 PM
(vi) Supply restoration in case of burnt meter or stolen meter	No Current Complaint	Within 03 Hours
(vii) Voltage Fluctuation	No Current Complaint	Within 03 hours
(viii) Replacement of Pole impacting power supply of consumer or consumers in unscheduled outage	Emergency Shutdown	3 hours

These conditions are not applied in the event of force majeure and any unforeseen events which is beyond the control of contractor. Decision of BYPL for classification of unforeseen events (which is beyond the control of

contractor) shall be final & binding. The Performance Criteria and Scorecard for 11 kV O&M is appended separately as Annexure V-I-G. This score card shall be prepared on division level and then circle level score card shall be prepared after clubbing of division level score card.

Note: Above activities are indicative only and contractor shall do all works associated with 11kv O&M Work.

Part II: METER INSTALLATION AND RELATED WORKS

1.0 Scope of Work for Metering Activities:

1.1 Execution:

Contractor shall perform fully and properly all functions required for execution of various metering activities under this contract at consumer premise / COMPANY site locations.

Detailed scope of work includes:

- 1.1.1 New Installation/Replacement, Configuring & energizing all types of 1Ph, 3Ph, CT and CTPT-Operated, electronics Energy Meters (including Group Meters, Smart Meters, Pole Meters, Thread-through, Grid Meters, Feeder Meters, DT-Meters, HT Meters, ABT Meters, Net Meters etc.) and associated accessories, with communication if required, as per the SOP of COMPANY for Meter installation.
- 1.1.2 New Installation/Replacement of IGMS BOX and associated accessories, with communication if required, as per the SOP of COMPANY for Meter installation.
- 1.1.3 Installation / Removal/Shifting / Reinstallation of HT & Grid Meters for all type of Installation such as Cubicle Mounted, Panel Mounted, CT-PT Mounted etc.
- 1.1.4 Installation / Replacement/ Removal / Shifting/ Reinstallation of DT Meters for all type of Transformers with any type of Installation configurations including CT, CT-Control Cable, Meter Box and other Accessories such as AMR, Saddles etc.
- 1.1.5 Installation/Laying/ Replacement of Overhead/ Underground Service Cable including proper Cable Fixtures, support at both consumer end and pole end, digging & restoration of Road etc. as per defined SOP.
- 1.1.6 Installation/replacement of bus-bars / Pole DBs/LT-CT Box/HT Metering Cubicle/CT-PT Units/ Media enclosures (wall mounted AMR panel) wherever required.
- 1.1.7 Removal / Reconnection / Disconnection / Shifting of Energy Meters / resolution of Not Downloading cases.
- 1.1.8 Replacement / Removal of Metering Cubicles, CT-PT Units of 11KV HT Consumers and HVDS installations.
- 1.1.9 Preventive Maintenance of Metering Cubicles, CT-PT Units of 11KV HT Consumers and HVDS Installation.
- 1.1.10 Replacement of meter with CT box/ only CT box/1ph-3ph meter box.
- 1.1.11 Sealing & Resealing of Energy Meter / Bus bar /Meter Box.
- 1.1.12 Ensuring meter getting downloaded after installation/ replacement/ shifting/ resealing/ chord change/ resolution of not downloaded complaints.
- 1.1.13 Installation / Replacement of any type of AMR Module / DCU/ SIM card and ensure communication with backend server for HT Meters, CT Meters, DT Meters, Smart & Group Meters & Thread-through meters etc.
- 1.1.14 Fixing of Shearing Nut/Bolt for Closure of DBs / Meter Boxes/Bus bars.
- 1.1.15 Replacement of Meters in NX-Categories, Old Meter Replacement Drive, Analytics, not downloading cases or any other project of Company within the specified time line.

- 1.1.16 Resolution of not downloading meters, not read meters, Meter reader exceptions, Faulty Meters within the defined timeline.
- 1.1.17 Resolving NDL cases, any Pole related work, filling up of any kind of Performa (online or offline), taking photographs, etc. Identification of meter CT/PT connection issues causing energy gap regularly.
- 1.1.18 Installation/replacement /Dismantling of metering panels.
- 1.1.19 Packing of Old removed meters in Gunny bags and sealing of meter in gunny bag in the presence of consumer or his representative as per SOP.
- 1.1.20 Rectify defects immediately noticed by COMPANY representative during installation or verification & inspection and rectify the data if it found incorrect & submit ATR to QC in charge offline or online with photographs. Contractor shall not be compensated for expenses incurred.
- 1.1.21 After completion of work, Contractor manpower shall take Happy Code from Consumer (which is sent to him as SMS through our system), & submit it through Online App.
- 1.1.22 Fabrication, Supply & Installation of Iron Angle Bracket for meter installation outside premises using MS steel (as per drawing specification provided by COMPANY) including all material, consumables i.e. providing red oxide primer and one coat of aluminum paint, nuts, bolts and washers, size (30*30*3 MM), supply and erection of 5mm Bakelite sheet, size (300*300*3) mm including all material and consumables, installation of fabricated frame on wall including all material and consumables.
- 1.1.23 Providing support to Project Manager and RCM Team in conjunction with O&M Sub Divisional In charge, AM(PS) & IT team.
- 1.1.24 While performing work at site, Contractor shall follow Standards of BIS (Bureau of Indian standards), CEA (Measures relating to safety and Electric supply), DERC Regulations, Fire safety norms and COMPANY SOPs and guidelines with amendments thereof.
- 1.1.25 Contractor shall provide 5KV Megger, High-Pot Test Equipment, Clip-On Meter, Multi-meter, Test Lamp, Earthing Rod, Discharge rod, Earthing chain etc.
- 1.1.26 Contractor shall provide all safety gears including but not limited to Helmets with visor & live line sensor, safety belts, Insulated floor mat, ladders, safety shoes, Safety Gloves, Safety Goggles, first aid box with required medicine and rain wears to their personnel.
- 1.1.27 All type of transportation required for performing metering activities under this contract shall be in the scope of contractor. Transportation including loading & unloading required for movement of materials and manpower from designated COMPANY stores/ offices/ site etc. shall be in the scope of contractor. Cost of the transportation shall be included in the rate contract of each item of this contract and shall not be compensated separately.
- 1.1.28 Rectification of wiring issues to ensure proper energy recording.
- 1.1.29 Replacement of CT-Control Cable.
- 1.1.30 Welding work for installation of DT Meter Box on Transformer body.
- 1.1.31 Provide assistance for testing of HT / Grid Meters /DT/LT-CT/PP meters and associated CT-PT Units during installation.
- 1.1.32 Contractor shall provide the photographs of different metering activities carried out at site as per the SOP of COMPANY. Photographs shall be renamed with CA No. (prefix with "000") in requisite format as decided by COMPANY.

- 1.1.33 Contractor shall provide proper uniforms to all its employees deputed in field activities for execution of Jobs under this contract. Separate Uniforms shall be provided according to the seasons i.e. summer and winter. Specification of uniform shall be approved by COMPANY.
- 1.1.34 To carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge to complete the job.
- 1.1.35 Meter shall be installed at Out-side / common entrance of the consumer premises. Meter installed at inaccessible location which may lead to theft of energy and should attract penalty.
- 1.1.36 Vendor shall comply with DERC/COMPANY timelines or timelines decided by Engineer In-charge, which may change from time to time. Existing timelines for different activities are given in Annexure-V-II-E. Jobs performed beyond time line shall attract penalties.
- 1.1.37 During replacement of the meter, if existing meter is found OK at site, charges for site visit shall be paid for the same (if informed by the contractor person instead of replacement). Photograph of OK Meter & Site inspection MCR / COMPANY defined Performa to be prepared for such cases also stating that "Existing Meter found OK at Site.
- 1.1.38 Site visit for quality check and other work related to Metering including but not limited to attending not downloading cases, resolving communication related complaints, meter mismatch cases, interchange cases etc.
- 1.1.39 Execution of Site work, Punching of Meter & Meter related particulars shall be completed by 7:30 PM & no work shall be done beyond this timeline without prior approval of Engineer In-charge or his designated person. Cases shall be punched at actual site location during execution.

1.2 Material

- 1.2.1 Record of Issuance form COMPANY stores for execution of Jobs and handling of Meters, Cables, Bus bar, meter Seals, Gunny bag seals, MCR Books & Lab Testing Notice and other material (AMR, SIM, CT Box etc.) to be maintained as per defined SOPs. Ensuring 100% reconciliation of issued material within specified timelines.
- 1.2.2 During issue of any Meter or material from COMPANY Stores, contractors shall check the Meters & material properly for any kind of damage of material. After receipt of the Meters & material, if any kind of damage is found in Meter or material contractor's store or during the transit, contractor shall be responsible for the same.
- 1.2.3 Supply of meter installation accessories like Saddles Plastics Gitti, Screws, Insulation Tape, Lugs for Earthing, Fasteners, RJ Connectors, PVC Duct, Ferrules, Earthing cable cu 6mm, Metal cable glands, all type of lugs, Nut-Bolt, Epoxy m-seal, dhoti, cleaning agent, paint, putty for 11 KV metering cubicle & any other petty items are in the scope of contractor. These materials shall be provided as per the specification of COMPANY. The cost of such materials supplied by the contractor shall be included in the rate contract of each item of this rate contract & shall not be compensated separately.
- 1.2.4 Scrap generated from site/left over material (including any 2/4 core cable / copper cable removed from site Cables, Bus Bars, Meter boxes, CT box, HT metering cubicle, AMR, SIM, terminal covers & screws, Seals etc.) & old meter with/without gunny bags shall be deposited to assigned COMPANY stores with proper records and as per prescribed timeline.
- 1.2.5 Deposit damaged Meter & Gunny Bag seals, MCRs & Lab Testing Notice (if any) to METER INSTALLATION AND RELATED WORKS circle office for reconciliation and provides reason for damage, for deactivation in SAP.
- 1.2.6 In very critical situation, transfer/receiving of any material to/from other division shall be allowed only with approval of competent authority.

1.2.7 Contractor shall be responsible for any loss of or damage to any Goods; to be read in conjunction with relevant penalty clause.

1.3 MANPOWER:

- 1.3.1 Contractor shall depute trained, qualified and skilled manpower (One Lineman and One Helper per team) and Supervisor/Engineer at site. Supervisor / Engineer shall have Diploma in Electrical Trade minimum technical qualification & valid electrical certification to undertake electrical work & Experience of 3 Years in the field of Meter installation.
- 1.3.2 Contractor shall depute dedicated skilled manpower (Two Linemen and one Helper per team) in 11 KV metering cubicle replacement/ maintenance/ removal having related Experience of 3 Years in execution of work at 11 KV level.
- 1.3.3 Contractor shall depute qualified safety officer to implement safety guidelines and practices among their manpower. Organize safety talk fortnightly or as decided by engineer in-charge and submit record of safety talk on monthly basis to engineer in-charge.
- 1.3.4 All newly joined manpower of contractor shall attend mandatory training & assessment test in COMPANY before performing any kind of job at site. Only that manpower that pass assessment test post training, will be allowed to work at site.
- 1.3.5 Contractor shall deploy adequate number of teams / staff /workmen/ employees as per the volume of the work (All activities) at all functional locations in the area of service under this contract and ensure that all the activities covered under the scope of this contract shall be completed with the timeline specified in ANNEXURE-V-II-D.
- 1.3.6 Contractor shall also not employ any person who is blacklisted by COMPANY or elsewhere. Contractor must exercise due diligence to ensure that no blacklisted vendor employee gets recycled through the vendor.
- 1.3.7 Contractor awarded the contract must sign the Vendor Code of Conduct and certify that they and their employees will comply with it.
- 1.3.8 Contractor shall provide a Declaration-cum-Undertaking to certify and vouch for the character and antecedents of their employees who will be deployed in COMPANY, and that, to the best of their knowledge, there is no criminal case against any of them.
- 1.3.9 Contractor shall also depute a Safety Officer to monitor assigned work of meter installation. Manpower deputed must follow safety procedures and guidelines while performing assigned work at site. Manpower deputed must be proficient to execute work, filling of MCR / Lab format / Quality report / Notices and entry / updating of data through Mobile APP. Contractor shall provide a declaration on Monthly basis for Safety Officer deputed at site & work getting executed considering all safety procedures & norms.
- 1.3.10 Contractor manpower shall attend training/awareness program which gets conducted by COMPANY time to time. Periodic training by Contractor shall also be imparted to their manpower. Failing to send manpower for training shall attract penalty as per relevant penalty clause.
- 1.3.11 Contractor shall appoint engineers & supervisors to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with COMPANY ensuring quality of work & quality of reports (MCRs, Quality Reports & Lab Formats) & report malpractices. Engineer/supervisor shall submit a daily report to Engineer In charge regarding daily activity undertaken by Contractor and progress made by Contractor.

- 1.3.12 Contractor shall depute team for Enforcement Meter replacements along with enforcement teams of COMPANY, as per instruction of Engineer In-charge / division in-charge.
- 1.3.13 It is the responsibility of the Contractor to prohibit / restrict its employees from involving in misconduct / malpractices at site. Contractor shall conduct preliminary enquiry / investigation against complaints received and share report with Engineer In-charge. Contractor shall refund full amount of money (if any) taken from consumer illegally by his employees for carrying out METER INSTALLATION AND RELATED WORKS activities at site.
- 1.3.14 Contractor shall send their employees for investigation required in any case / complaint by COMPANY. The decision taken by COMPANY involving contractor's employees shall be implemented by the contractor.
- 1.3.15 Contractor staff shall not offer any paid service to consumer for consumer wiring or any other work pertains to consumer at site.
- 1.3.16 Contractor shall be held responsible for any liability arises from any accident to his employees while performing work under this contract. An immediate intimation followed by reporting shall be provided by Contractor to METER INSTALLATION AND RELATED WORKS Coordinator and Central METER INSTALLATION AND RELATED WORKS office and to concern dept. MCS, DDA etc. A FIR shall be lodged immediately if the case is of criminal nature. To cover such risks an insurance of the employee for such unforeseen circumstances shall be part of Contractor's scope.
- 1.3.17 Contractor shall depute designated employees for issuance & return of material.

1.4 Safety

- 1.4.1 Contractor shall provide proper tools, tackles, PPE kit and associated paraphernalia as per Annexure-V-II-B, which may be required for carrying out the various jobs to be completed under this Contract. Contractor shall provide all safety gears including but not limited to Helmets with visor & live line sensor, safety belts, Insulated floor mat, ladders, safety shoes, Safety Gloves, Safety Goggles, first aid box with required medicine and rain wears to their personnel.
- 1.4.2 Contractor shall ensure safety oath by their employees on daily basis before start of the work.
- 1.4.3 Contractor shall ensure to execute work with 100% safety precautions at site. Vendor supervisor / team shall plan in one-day advance and avail shut-down for carrying out any work in co-ordination with respective METER INSTALLATION AND RELATED WORKS Co-coordinator/ SDO-O&M of COMPANY. Contractor shall ensure that their manpower use all Safety PPE & T&P while performing Job at site. Any manpower found violating safety guidelines shall attract penalty.
- 1.4.4 Contractor shall provide necessary first aid and reasonable hygiene facilities for all employees, representatives and workmen working at the site and to administer the use of first aid. Health Check-ups and First-aid training shall be done periodically.

1.5 Quality

- 1.5.1 Meter installation work shall be carried out ensuring all quality norms defined in QC Manual of COMPANY. Violation of quality norms shall attract penalty as per penalty clause.
- 1.5.2 Quality Norms such as Proper alignment of Meter, Proper cable connection at Meter Terminals with Exact peeling of conductors and cable Sleeves, Tightness of connection, making of flowers with cable armour inside the meter box, proper cable dressing with fixing of saddles just below the

meter box and at 1.5-meter distance on incoming & out-going cables, Cable Earthing with appropriate size of lugs at incoming and out-going cables of meter. Proper Sealing of Meter, Meter box and Bus bar, Exact alignment of reading cord, proper installation of communication module and SIM card etc shall be ensured while meter installation.

1.5.3 Meter shall be installed out-side the premise at safe and easily accessible location at ground floor. Meter shall not be replaced at inaccessible locations such as locked room, other than ground floor, over height etc. Such cases shall be reported to respective Engineer In-charge of COMPANY and replacement shall be carried out in co-ordination with COMPANY Engineer In-charge.

1.5.4 Meters shall not be installed during replacement at over height. Location for meter installation shall be at height of 5 to 6 feet from the floor / road level.

1.6 Mobile Application for Metering Activities

1.6.1 Contractor shall perform all metering activities through mobile application and web portal supplied by COMPANY. Particulars of metering activities and material consumption at site shall be captured through mobile application in 100% cases.

1.6.2 Contractor shall provide Mobile / Tab along with portable printer and Barcode/QR Code scanner (if required) as per the specifications of COMPANY at his own cost to each team deputed at site. Contractor shall replace defective mobile/ Tab, printer immediately without affecting the work at site.

1.6.3 Contractor manpower shall properly fill up MCRs & Lab Testing Formats online or offline or both ways and shall timely submit the MCRs on next day of Job Completion at designated COMPANY Central offices.

1.7 Store

1.7.1 Contractors shall manage stores at designated locations in COMPANY for the purpose of storing materials for metering activities as per the SOP of COMPANY. Space for the store shall be provided by the COMPANY on free of cost basis, however contractor shall take proper electricity connection (if applicable) and pay energy bills regularly. If Contractor manages its own space for the purpose of store, prior approval shall be taken from COMPANY and contractor shall not be paid for arranging store space on its own.

1.7.2 Contractor shall depute store supervisor to manage and maintain store, material movement, register and soft data on daily basis as per requirement and SOP of COMPANY, Daily Inventory stock & Issuance of materials to field teams to be maintained in specified formats / Registers / Soft Data as per the requirement & SOP of COMPANY. Contractor has to keep one computer with required number of accessories to maintain record of incoming & outgoing materials.

1.7.3 Contractor shall ensure proper storage and create infrastructure required for storage of different type of meters, cable drums, meter boxes, bus-bars and other material issued to contractor at COMPANY provided space for the store to keep the issued material in safe and healthy environment/condition. Contractor shall ensure that no damage to the materials during storage and handling of material at store. All the issued material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable.

1.7.4 Contractor shall install Weighing Machine of at least 100 kg in their store to cross check weight of scrap to be returned to COMPANY stores.

1.8 Transportation & Vehicles:

- 1.8.1 Contractor shall mandatorily provide four wheelers, (Maruti-VAN/ECCO) / E-Rickshaws along with Driver with each team for performing all jobs at site for Meter/Metering cubicle/AMR/CT box installation, replacement, removal, shifting & cable installation cases etc. Resealing, Cord change, Site Inspection etc may be attended with other mode of transport. Expenses related to vehicles deputed for discharge of services under this contract shall be borne by contractor and shall be included in the respective activity Codes.
- 1.8.2 Transportation for movement of materials from/to designated stores of COMPANY shall be carried out with appropriate vehicle such that material can be safely transported. Crane to be arranged for loading and unloading of heavy materials like cable drums, metering cubical, CT-PT units etc.
- 1.8.3 Prices for providing all types of transportations under this contract shall be included in the rate contract of all the activities. Contractor shall not be compensated separately for providing transportation of any kind for movement of material and manpower / Installation.
- 1.8.4 Vehicles provided for movement of materials and manpower shall be commercial vehicle and not be more than 3 years old or 30000 KM. whichever is earlier.
- 1.8.5 Two percent (2%) to Five percent (5%) of total vehicle deployed by the Contractor shall be of Electric Vehicles

1.9 Billing:

- 1.9.1 Contractor shall submit bill on monthly basis (through Online Billing portal and/or hard copies or both ways) along with complete documents & photographs listed in prescribed format on or before 15th date of subsequent month.
- 1.9.2 Data filled through Mobile Application / MCR/SAP data shall be considered as final data for billing. As per this, Measurement Sheet shall be finalized for payment.
- 1.9.3 Contractor shall ensure to provide 100 % reconciliation Record of all issued/used material along with monthly bill in Specified format by COMPANY.
- 1.9.4 Penalties amount in Monthly Bills shall be governed by Penalty clauses of this work contract.
- 1.9.5 Retention amount shall be imposed in Monthly Bills if any reconciliation found pending for any material on contractor part.

2.0 Penalty

2.1 Penalties for Delay in Execution of Jobs:

Penalty of Rs. 1000/- per case shall be deducted for delay for the cases executed beyond the target completion date as per COMPANY timelines, subject to a maximum of 5% of the Bill value.

Extension shall be granted in respect of the following cases and no penalty shall be levied:

- i. Non-availability of material on part of the company.
- ii. Disturbance & violence in the area.
- iii. Adverse climatic conditions.
- iv. Deficiency Notice served to consumer if deficiency found at consumer premises on consumer part.
- v. Any unforeseen circumstances, if approved by Engineer In charge.

2.2 Penalties for Delay in resolution of Not Downloaded Cases, MR Note, Not Read Cases, NX Replacement, Old Meter Replacement, and other Metering Projects:

List of the meters for resolution and replacement shall be provided on monthly basis. Bidder shall resolve or replace meters within a month period. Penalty for Unresolved / Unattended Cases shall be Rs 250/- Per case in Meter replacement cases & Rs 100/- per case in other without meter replacement cases shall be levied. Penalty for any unattended Case (both the cases) beyond 6-Month of aging in any Project shall be Rs 100/-per case per month.

2.3 Penalties for Misconduct/Malpractice at site:

- i) A penalty of Rs. 10,000.00 shall be levied on contractor for the first incident of misconduct/Malpractice at site.
- ii) A penalty of Rs. 25,000.00 shall be levied on contractor for the second incident of misconduct/Malpractice at site.
- iii) A penalty of Rs. 50,000.00 shall be levied on contractor for the third incident of misconduct/Malpractice at site & subsequently termination of his contract.

Note: Depending upon the level of malpractice, Engineer In-Charge can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and if complaint found genuine above Penalties shall be applicable. Following activities shall be considered but not limited to malpractices / Misconduct:

- (a) Manipulation of data submitted for billing and reconciliation of material.
- (b) Tempering of Meter while Meter installation.
- (c) Fake submission of MCR & Lab Testing Formats for punching of meter & seal particulars.
- (d) Any illicit financial transaction between consumer or his representative and contractor's employee.
- (e) Involvement in any activity which leads to suspension of work.
- (f) Noncompliance of any critical Office order which leads to financial loss to COMPANY.
- (g) Involvement of contractor's employee in sale of new Material / Scrap material which pertains to COMPANY.
- (h) Old meter deliberately not removed from site or Misuse of Old removed meter at other site.
- (i) Deliberate misuse of Meter or seal & submission of fake Meter / Seal data.
- (j) Deliberate Meter replacement without order / out of circulated lists / without prior approval by Engineer In-charge.

2.4 Penalties for Loss / Damage of Meters, CT Box, 11KV metering cubicle, AMR, Seal and Material:

In case of any loss / damage of Material issued by company, penalty as under shall be levied:

- (i) Loss of New Meter: Rs. 25,000/- for each Single Phase Meter (All Type) & Rs 30,000/- for each three phase Meter (All Type), Rs 50,000/- for each LTCT/HT / ABT meter.
- (ii) Loss of Old Meter for single phase (All Type) and three phase meter (All Type): Rs. 10,000/- for each Meter. Rs 25,000/- for each LTCT/HT/ABT meter.
- (iii) Damage of New / Old Meter: Rs 2000/- for each Single phase meter (All Type) and Rs 5000/- for each three phase meter (All Type), Rs 10,000/- for each LTCT/HT meter and Rs 35,000/- for each ABT meter.
- (iv) Loss of New / Old LT CT Box Rs 30,000/- for each LTCT Box.
- (v) Damage of New / Old LT CT Box Rs 15,000/- for each LTCT Box
- (vi) Loss of New / Old 11 KV HT metering cubicle Rs 200,000/- for each HT metering cubicle.
- (vii) Damage of New / Old 11 KV HT metering cubicle Rs 100,000/- for each HT metering cubicle.

- (viii) Loss of New / Old AMR Rs 10,000/- for each AMR.
- (ix) Damage of New / Old AMR Rs 5,000/- for each AMR.
- (x) For Loss of each Meter Seal & Gunny Bag Seal & SIM card: Rs 500/-.
- (xi) For Loss of MCR & Lab Testing Format: Rs. 250/-.
- (xii) Loss of PDS / CMRI /Accuchek/HT testing machine/CT-PT tester/clamp on meter issued to contractor (if any): Actual cost of the device.
- (xiii) For Intentional Damage of each Meter Seal, Gunny bag seal & Sim Card: Rs 100/-
- (xiv) For Loss / Damage of any other material: 2-times of the cost of material.

Note: Any loss/theft of meter/seal/material should be supported by the comment of Engineer In-charge and next higher authority. Also Hard copy of FIR shall be submitted against any theft & loss of meter/seal/material etc.

FIR shall be Lodged under Section 154 Cr.P.C.(IPC Section-379) in case of Meter, 11 KV metering cubicle, Seal, Stationary & Material Theft.;

In case Loss / misplacement of Meter, Seal, Stationary & Material, FIR shall be lodged under Section 155 Cr.P.C / registered police complaint online.

In case lost meter is found installed elsewhere, Contractor shall be responsible for raising further complaint within 10 days, in respective police station under Section 154. In case contractor fails to do so, it will be treated as a case of Misconduct & relevant penalty will be imposed.

Though COMPANY shall be arranging for storage cum erection policy, in the event of any loss or damage to the goods, the contractor shall act immediately as though it has directly taken the insurance cover and accordingly, shall (i) immediately intimate such loss or damage to concern authorities and COMPANY and (ii) shall immediately proceed for the documentation work i.e. lodging FIR, other required documentation to put forth the claim to insurance company.

2.5 Penalties for Violations of Safety Norms:

- (i) Noncompliance of safety practices during execution of work at site & Work without shutdown in cases involving Pole activities: Rs: 2000/- per occurrence
- (ii) Inadequate / improper tools, tackles & Safety Gears like Safety Belt, Gloves, Shoes, Helmet with Visor & Sensor etc.: Rs.2000/- per occurrence.
- (iii) Non Compliance of Safety Talk & Other instructions regarding Safety: Rs 2000/ per instance.
- (iv) Noncompliance of safety practices resulting in injury to any person /animal / property: penalty of 2.5% of bill amount.

2.6 Penalties for Violations of Quality Norms:

Following Penalties shall be levied for violation of quality norms as identified during joint inspection of QC Team along with contractor supervisor for execution of jobs under this contract:

- (i) New Meter installed at inaccessible location or inside consumer premises, which may lead to theft of energy: Rs. 5000/- each case.

- (ii) Meter installed at inaccessible location in meter replacement or existing cases which may lead to theft of energy, Meter Installed without Box, Bus Bar not found Sealed after completion of work at Bus Bar, Loose cable connection / Non peeling which leads to burning of Meter: Rs. 2000/-each case.
- (iii) Meter installed at over-height or locked consumer panels, Improper Sealing of Meter Terminal, Meter Box or Meter Bus bar, Improper Gland fixing, Flower making, yellow cable insertion in gland or DB, Improper Cable Connection, Extra Peeling of cable, Improper installation of CT box, Use of Piercing connector when space available in DB, Installation of Under Size or Over Size service cable: Rs. 1000/- each case.
- (iv) Non communication of AMR/Sim card after installation: Rs. 200/- each case.
- (v) Improper installation of 11KV metering cubicle result in failure within 15 days: Rs 6000/- each case.
- (vi) Improper Earthing connection at Meter-end and pole-end, Improper cable dressing / Saddling (at every 1.5 m) / Thimbling (with crimping tool), Sagging of service cable or no-installation of cable fixture at both end, DB not locked by Shearing Nut after completion of work at DB: Rs 500/- each case
- (vii) Wrong installation of meter leading to Meter not getting downloaded, Meter Installed on Copper Cable without approval: Rs. 250 /- each case.

Note:

-Penalties shall be levied separately against all deficiencies observed against the same case subjected to maximum of Rs. 2500/- per case for single phase meters and Rs 5000/- for three phase meters. Penalty amount levied in above cases shall be doubled if contractor fails to rectify deficiencies raised in QC inspection within 7 days. ATR is required with photographs after rectification.

-Maximum penalty of Quality in Vendor Bill shall be limited to 5% of the value of the bill amount.

2.7 Penalties related to MCR, Lab Notice and Mobile Application:

- (i) Delay in submission of MCR by more than one day of execution date: Rs.25/- per day per case.
- (ii) MCR / Meter Live App data submitted with Wrong Meter & Gunny Bag Seal No., Meter Number (Old/New)/Wrong CA Number / Wrong Meter Reading: Rs.2000 per MCR.
- (iii) MCR submitted with incomplete or wrong information (other than Meter no. & CA no.): Rs.250 per MCR.
- (iv) If MCR generated through online app is unclear / not readable: Rs. 50 per case.
- (v) Lab Notice submitted with wrong meter Number / Gunny bag Number or Gunny Bag Seal no. or without consumer's signature: Rs 500 per case.
- (vi) MCR submitted without signature of consumer and contractor's employee and stamp: Rs 500 per case.
- (vii) Wrong information updated through mobile based application from site: Rs 1000/- per case.
- (viii) If Lab testing notice found missing in Gunny Bag: Rs.2000 per case
- (ix) If Order is cancelled in SAP before cancellation in Meter Live app: Rs. 100.
- (x) Meter(s) replaced without permission or Out of List: Rs. 2000
- (xi) Penalty for non-submission of video & photograph in cases where consumer refuse to sign Lab test notice or sealing of Old Meter Gunny Bag: Rs. 1,000/- per case.
- (xii) Penalty for Percentage execution of Cases through Meter Live Application $\leq 80\%$, Rs. 25000/-, 81% to 90%: 10000/- & 91% to 95%: Rs 5000/-. Percentage shall be determined on monthly basis.
- (xiii) Absence of Happiness-Code in Meter Live Application Rs 50/- Per Case.

Note:

-Maximum penalty related to MCR, Lab Notice and Mobile application in Vendor Bill shall be limited to 5% of the value of the bill amount.

-If Vendor informs about any wrong entry or information like Meter No., Seal No. or Cable deviation in Mobile application or MCR, within 1 days of activity, such cases will not be considered for penalty, necessary proof like photographs are must for non-consideration of penalty.

2.8 Retention Clauses:

- (i) Retention to be made in bill for New Meters, Meter Seals & Gunny Bag Seals which are pending for reconciliation on contractor's part even after 1 month of issuance: Rs 10,000/- per Meter and Rs 500/- per Seal.
- (ii) Retention to be made in bill for Old Meters which are pending for reconciliation on contractor's part: Rs 10000/- per Meter.
- (iii) Retention to be made in bill for any other material which are pending for reconciliation on contractor's part: 2-times of the cost of material.
- (iv) Retention amount to be released only after the reconciliation of pending materials.
- (v) If any proposed retention amount in monthly bill is not settled within 60 days, same shall be converted into deduction amount without prior intimation

2.9 Other Penalties:

- (i) Employee without uniform / I-Card: Rs.500 per occurrence.
- (ii) Non submission of desired number of photographs (including ELCB photographs etc.) required for an activity performed at site as per work contract: Rs. **25/-** per photograph with maximum of Rs. 100 per case. Unclear photographs or photographs not taken as per defined SOP will be treated as Photograph not provided and will be counted for penalty.
- (iii) Late submission of old removed meters to COMPANY store after three working days from the date of SAP punching: 100/- per day per case.
- (iv) Penalty for deviation in cable installed at site & mentioned in MCR/Billing Data is equal to 2-times the actual cable cost.
 - a) If installed cable length is up to 5m, allowed deviation is +/-10%.
 - b) If installed cable length is greater than 5m, allowed deviation is +/-5%.
- (v) Improper handling of material during transport: 2500/- per occurrence.
- (vi) Any complaint of "money demanded" as reported by Consumer during Consumer Feedback Survey: Rs 1000/-per case.
- (vii) Replacement of OK meters by Contractor: Rs 1000/- for Single Phase Meter &Rs 2500/- for three phase meter.
- (viii) Any other deviation from Contract, SOPs, Regulatory procedures & required information not submitted by vendor on time (like manpower details, meter/material details/ scrap details/ photographs etc.): To be decided by Engineer in-charge with maximum capping of Rs. 5000.
- (ix) If CA No, Activity type, and Date of activity not written on the Meter box after Installation / Replacement of meter: Rs. **50/-** per Meter.
- (x) Penalty for not providing vehicles (Four Wheeler/E-Rickshaw) Rs 2000/-Per Team per day.
- (xi) Penalty for not providing required numbers of teams Rs 1000/-Per Team per Day.
- (xii) Penalty for not maintaining materials & Inventory record keeping at vendor store as per SOP of COMPANY: Rs 5000/- First Instance, After one month Rs 10000/ month till the compliance.
- (xiii) Penalty for engagement of unauthorized / Black listed personals for carrying out Jobs under this contract: Rs. 25000/- Per Instance.
- (xiv) Refused/Non-compliance in attending the complaint: Rs.1000/event.

- (xv) Any problem/fault rectified for Grid/ DT/HVDS Meter by the agency shall not be repetitive and shall not reoccur again at least within a month. Penalty for repeatability of the complaint/fault: Rs.250/meter/event.

2.10 Performance Evaluation & Contractor's Score card.

Performance of Contractor shall be measured & evaluated by various performance parameters as defined in Score Card (**Annexure-V-II-E**). Performance parameter & their weightage may be amended as per the instruction of Engineer In-charge during the time period of this contract.

- 2.11 Performance of the contractor shall be measured on a scale of 100 based on performance parameters and evolution criteria defined in Score Card given in **Annexure-V-II-E**. Performance parameters and evaluation criteria defined in Score Card shall be amended with prior information to contractor with approval of Engineer In-charge during the contract.
- 2.12 In case of equal marks obtained by more than one contractor in score card, i.e., same ranking in scorecard, penalty shall be decided based on the following criteria sequence wise:
- i. Marks obtained in "Quality Meter Installation"
 - ii. Marks obtained in "Total DERC activities"
 - iii. Marks obtained in "Resolution of RCM cases"

If any incidence of Malpractice is reported during Feedback survey, contractor score will be downgraded to one level down in customer feedback category.

Note: Above activities are indicative only and contractor shall do all works associated with meter installation and related Work.

Part III: EHV GRID & TRANSMISSION LINES – O&M

Following broad activities are covered under the Scope of contractor. The contractor shall be responsible for managing power supply within the awarded area as per DERC supply code ensuring consumer satisfaction. He shall be responsible to ensure operational parameters of the area are on improving trend compared to previous year.

S. No.	Area of Work	Description of Activities
01	EHV Breakdown	EHV Breakdown management and power supply restoration of impacted area/consumers due to EHV Breakdown within SLA timelines. This activity includes but not limited to testing of EHV Network comprising of 66,33 and 11 KV network of Grid and Line and associated equipment, identification of faulty section and its isolation, back-feeding of remaining network section and repair/restoration of faults and restoration of power supply. The work shall be carried out under the supervision and direction of Company engineer in-charge. Since EHV breakdown impacts large consumers hence contractor shall ensure round the clock team and each team consisting of minimum one lineman, and two assistant linemen along with vehicle with driver.
02	EHV Emergency Shutdown	EHV Emergency Shutdown management and power supply restoration of impacted area/consumers due to EHV Emergency Shutdown within SLA timelines. This activity includes but not limited to repair/replacement of equipment installed in EHV Grid/Sub-station and EHV OH & Underground networks of 66,33 & 11 KV like Power Transformers, SF6 Circuit Breakers, Vacuum Circuit Breakers, Oil Circuit Breakers (if any), Lightning Arrestors, Surge Arrestors, Current Transformers, Capacitive Voltage Transformers, Potential Transformers, Isolators, Terminal Kiosks, Marshalling Box, Cable Termination, Control Cable Laying and Termination, Capacitor Bank, Battery Bank and Chargers, ACDB, DCDB, Yard and Building Lighting, Clamp and Connectors, Disc and Pin Insulators, Conductor Jointing and Replacement, Oil Top-Up and Oil Removal, Arresting oil leakage, Bird, Kite and other foreign/unwanted object removal and associated works described above under unscheduled outages. Unscheduled outages should be minimized and planning should be done in such a manner that most of the work is carried out in planned manner. The work shall be carried out under the supervision and direction of Company engineer in-charge. Contractor shall maintain sufficient buffer manpower at division / circle / office level along with required vehicle and driver to ensure emergency work are completed within time period specified
03	EHV Planned Shutdown	EHV Planned Shutdown management and power supply restoration of impacted area/consumers due to EHV Emergency Shutdown within SLA timelines. This activity includes but not limited to repair/replacement of equipment installed in EHV Grid/Sub-station and EHV OH & Underground networks of 66,33 & 11 KV like Power Transformers, SF6 Circuit Breakers, Vacuum Circuit Breakers, Oil Circuit Breakers (if any), Lightning Arrestors, Surge Arrestors, Current Transformers, Capacitive Voltage Transformers, Potential Transformers, Isolators, Terminal Kiosks,

		<p>Marshalling Box, Cable Termination, Control Cable Laying and Termination, Capacitor Bank, Battery Bank and Chargers, ACDB, DCDB, Yard and Building Lighting, Clamp and Connectors, Disc and Pin Insulators, Conductor Jointing and Replacement, Oil Top-Up and Oil Removal, Arresting oil leakage, Bird, Kite and other foreign/unwanted object removal and associated works described above under unscheduled outages. Unscheduled outages should be minimized and planning should be done in such a manner that most of the work is carried out in planned manner. The work shall be carried out under the supervision and direction of Company engineer in-charge. Contractor shall maintain sufficient buffer manpower at division / circle / office level along with required vehicle and driver to ensure emergency work are completed within time period specified</p> <p>Grid Maintenance work is done at grid level comprising a group of 3 to 5 Grids (depending upon installed MVA capacity) hence contractor shall depute minimum one team against group of grids consisting of one supervisor, one electric fitter, two linemen and two assistant line man at each division for routine and planned maintenance work along with vehicle and driver</p> <p>Transmission Line Maintenance work is done at Line level comprising of OH lines and Under-ground cable network at circle level hence contractor shall depute minimum one team against maintenance of transmission line consisting of one supervisor, six linemen and three assistant linemen for routine and planned maintenance work along with vehicle and driver.</p>
04	EHV Routine Works	<p>Routine Maintenance Jobs Cleaning of C&R panels and Switch Gear Panels room with vacuum Cleaners if required, as per Instruction of officer (EHV-O&M/TRL), Ensuring proper lighting in the Yard as well as Switchgear and Control room's internal, wiring including indication lighting of C&R Panels and control, protection & indication wiring of C&R panels, CT, TK box and PTR. Routine maintenance of battery bank including supply of electrolyte/distilled water as per the order of Engineer in-charge. In order to strengthen the grounding system contractor shall carry out maximum 50 Nos of grounding / earthing in routine maintenance work per annum per circle without any extra charges. Contractor must arrange skilled manpower to plug in and plug out cables connected to GIS system. Staking of material, like oil drum/wooden cable drum, cables, and other requisite accessories, including fire extinguishing equipment in proper manner, as per site condition or guidelines of the shift in charge of the grid station. Checking & Filling of fire Buckets sand regularly in the Grid Station. Painting of right nomenclature of the feeder as per the instructions of Engineer - in- charge. Proper house-keeping of Yard, CR Room, SWG Room & cleaning of cable trenches in Grid. Cleaning of offices, toilet block by using of detergent, soap & Phenyl. & cleaning of safety tank & sewage line. Removing of vegetation/grass/malba/debris in the grid s/stn.& disposal from Grid to outside. Welding work, as and when required by the engineer in charge. All material required for attending to Maintenance/Breakdowns, shall be transported from Store to Site or site to site, by the Contractor, besides providing</p>

		regular vehicle with Driver, as and when required by field staff for attending to any emergent breakdowns. Separate vehicle to be provided for the Company EHV operation staff to each operation team. Also separate vehicle to be provided for EHV protection team each for three circle and one common for night shift
05	Asset Safeguarding	Contractor shall depute manpower to patrol the area for safeguarding the network against theft and damage from external agency. The number shall be decided by the contractor considering geographical profile of the area so that complete area is patrolled round the clock.

Contractor should make provision for accommodation of manpower in the close vicinity of working area.

1. **Deployment of Resources:**

- a) In order to perform these works, the VENDOR shall deploy resources as per requirement.
The supervisor shall be Diploma holder with mobile phones.
- b) Whenever required, the resources shall be also deployed during evening and night hours and also on Sundays/notified holidays for maintenance purpose as per the requirement.
- c) The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, and Aadhar Card number of manpower deployed.
- d) The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Engineer In-Charge finds the resources not suitable or not up to the mark, the contractor shall deploy the alternate resources immediately
- e) Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper

security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BSES on a daily basis to the Divisional In-charge.

- f) The manpower deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct
- g) In case the contractor or the manpower deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the contractor refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.
- h) Safety norms to be observed as per BSES QHSE policy / LOTO practice norms to be followed

2. Vehicle Requirement

For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 3-year-old at the site/ vehicle odometer reading shall not be more than 30000 km. Vehicle also compatible with odd & even days as per Delhi Govt order if any during the period of contract. Electric Vehicle or CNG vehicle shall be preferred. GPS is compatible with BSES system i.e. MAP MY India only. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer-in-charge.

It is mandatory for all the Transporters to procure GPS based Vehicle Trackers (Model No. Map my India VT 12, Specs: IP 67, Dual IP, Flash Memory 16 MB, Accelerometer or prescribed by BSES.

Two percent (2%) to Five percent (5%) of total vehicle deployed by the Contractor shall be of Electric Vehicles

The details of vehicle required for performing various activities under the Scope shall be as appended as Annexure V-III-D

3. Tools and Tackles

For smooth operation of maintenance work contractor must be equipped with necessary tools and tackles of standard make required in day to day operations. A general list of Tools and Tackles are listed in Annexure V-III-E

4. Performance

The performance of the contractor shall be reviewed by the company for the work done by the contractor as per terms mentioned Score Card.

5. Score Card

The performance of the contractor shall be evaluated monthly. Accordingly, monthly score card shall be prepared. The Score card is attached in Annexure-V-III-F.

6. Service Level Agreement

Following guaranteed service level needs to be adhered by the Contractor.

S. No.	Service Area	Time-Line (Days)**	Penalty
01	Replacement of Power Transformer of all rating	15	Penalty shall be Rs 10000/- per day on from 16 th day onwards till the completion of Power Transformer replacement work.
02	Replacement of Circuit Breakers – 11 KV	01	Shall reflect poor rating in score card
03	Replacement of Circuit Breakers – 33 KV	02	Shall reflect poor rating in score card
04	Replacement of Circuit Breakers – 66 KV	02	Shall reflect poor rating in score card
05	Replacement of CT/PT – 11 KV	01	Shall reflect poor rating in score card
06	Replacement of CT/PT – 33 KV	01	Shall reflect poor rating in score card
07	Replacement of CT/PT – 66 KV	01	Shall reflect poor rating in score card
08	Replacement of LA – 11 KV	01	Shall reflect poor rating in score card
09	Replacement of LA – 33 KV	01	Shall reflect poor rating in score card
10	Replacement of LA – 66 KV	01	Shall reflect poor rating in score card
11	Replacement of ISO – 33 KV	02	Shall reflect poor rating in score card
12	Replacement of ISO – 66 KV	02	Shall reflect poor rating in score card
13	Replacement of Cap Bank 11/33/66	07	Shall reflect poor rating in score card
14	Replacement of Broken Conductor 33/66 KV	01	Shall reflect poor rating in score card
15	Replacement of Disc Insulator	01	Shall reflect poor rating in score card

** Timeline starts from the date of issue of Equipment to the contractor by Company

In case the contractor failed to ensure the minimum SLA, then penalty shall be imposed on the contractor for the month against the activity for which SLA could not be adhered. The penalty shall be imposed as per table attached.

These conditions shall not be applicable in the event of force majeure and any unforeseen events which is beyond the control of contractor. Decision of Circle Heads for classification of events (which is beyond the control of contractor) shall be final decision.

Note: Above activities are indicative only and contractor shall do all works associated with EHV O&M Works.

Part IV: PERFORMANCE EVALUATION & SCORE CARD

A) 11 KV & EHV O&M Score Card

The performance of the contractor through score card shall be reviewed by the company on monthly basis at Division level. EHV Grids / Street Lights / DT cleaning works in respective geographical area of Division will be computed at Division Level Score Card.

Division level score card will be aggregated at Circle level based on the following weightages.

Table – Division wise weightage:

Circle	Division	Weightage
Central	CCK	20%
Central	DRG	21%
Central	PHG	18%
Central	PNR	21%
Central	SRD	21%
		100%
North East	DGN	24%
North East	KWN	26%
North East	NNG	25%
North East	YVR	25%
		100%
South East	KKD	18%
South East	KRN	22%
South East	LNR	25%
South East	MVR	20%
South East	VSE	15%
		100%

S.No.	Parameters	Evaluation Criteria	Score Weightage	Information source	SCORE ASSIGNMENT				
	Total		100		100%	90%	80%	70%	0%
A	Operational Performance (O&M)		76						
1	No Current complaints	Closure of NCC with in 01 Hrs. from the occurrence of complaint excluding force majeure and complaint due to PSD, & Outages	15	IOMS (O&M)	Closure is > 95%	Closure between 90% to 95%	Closure between 85% to 90%	Closure between 80% to 85%	Closure is <=80%
2		Reduction in NCC compared to LY on YTM basis excluding force majeure and complaint due to PSD, & Outages	5	IOMS (O&M)	Reduction >=5%	Reduction between 3% to 5%	Reduction between 1% to 3%	Reduction between 1% to (-)1%	Increase >1%
3		% of Wrong closures (Reopened Complaints)	5	IOMS (O&M)	<=1%	>1% and <=1.3%	>1.3% and <=1.7%	>1.7% and <=2%	>2%
4		% Street light complaints attended within 24 Hrs	2	IOMS (O&M)	Closure is > 95%	Closure between 90% to 95%	Closure between 85% to 90%	Closure between 80% to 85%	Closure is <=80%
5	HT Breakdown	Attending HT BD (Tripping+ Load Reduced +Load Disappear) with in 1 Hr excluding force majeure outages	10	IOMS (O&M)	Closure is > 95%	Closure between 90% to 95%	Closure between 85% to 90%	Closure between 80% to 85%	Closure is <=80%
6		Reduction in HT breakdown compared to LY on YTM basis excluding force majeure outages	5	IOMS (O&M)	Reduction >=5%	Reduction between 3% to 5%	Reduction between 1% to 3%	Reduction between 1% to (-)1%	Increase >1%
7		Underground HT feeder Repetitive Breakdown of feeder (More than 2 nos) in % of total population (Excluding cable joint failure/running fault and including external agency damage)	5	IOMS (O&M)	No feeder	0.5%	1.0%	1.5%	>1.5%
8		Overhead HT feeder including HVDS Repetitive Breakdown of feeder (More than 2 nos) in % of total population (Excluding cable joint failure/running fault and including external agency damage) having >70% overhead network		IOMS (O&M)	No feeder	1.0%	1.5%	2.0%	>2%
9	EHV Breakdown	Customer Hour/MU Loss reduction wrt Last year (by 10% in YTM)	10	EMS (O&M)	Reduction >=10%	Reduction between 7% and 10%	Reduction between 4% and 7%	Reduction between 0% and 4%	No reduction
		Repair/Replacement of faulty equipment in EHV Breakdown excluding Power Transformer	5	System Opr	<=3 Days	3-5 Days	5-7 Days	7-10 Days	>10 Days
10		%YTM breakdown reduction wrt last year(by 5% in YTM)	2	EMS (O&M)	Reduction >=5%	Reduction between 4% to 5%	Reduction between 2% to 4%	Reduction between 0% to 2%	No reduction

11		Repetitive Breakdown (More than 2 nos on monthly basis) in nos (Excluding cable joint failure/running fault and including external agency damage)	3	EMS (O&M)	No feeder	2	3	4	>4
12	Equipment Performance (PM done)	DT & RMU failure in a Month, attributable to Vendor (% failure of total population 400kVA & above)	3	IOMS (O&M)	No Failure				>1
13	% Non-conformity found in field after DT cleaning	% of cases where non-conformity observed during inspection	3	Inspection Report by Surveillance Team	<=5%	5-7.5%	7.5-10%	10-15%	>15%
14	Resolution of DT Cleaning leads (Non-Conformities)	Timely resolution of leads (Non-Conformities) reported by various agencies	3	Division Head (O&M)	<=5 days	5-7 Days	7-10 Days	10-15 Days	>15 Days
B	Safety Performance and HR Compliance		24						
15	Safety performance in the month	Number of accidents attributed to Contractor Employee including Near Miss incidents	10	Accident/ Near Miss incident reports Safety Dept.	No Accident	-	-	-	Any accident
16	Use of safety PPEs (gloves, helmets and safety belts) & safety zone creation and tools & tackles (11kV O&M, EHV, STLT and MMG)	Safety gears and availability of suitable Tools/tackles to be checked (Based on random sample verification)	5	Inspection Report of Safety Deptt	100% of safety gears and creation of safety zone	>95% of safety gears and creation of safety zone	>90% of safety gears and creation of safety zone	>85% of safety gears and creation of safety zone	<85% of safety gears or creation of safety zone
17	Asset Locking: Grid, Panels, Sub-station, Feeder Pillar Locking, Vegetation & Oil Leakage	100% Locked (Based on random sample verification)	4	Inspection Report of Safety Deptt	All inspected found locked	More than 90%	More than 80%	More than 70%	Less than 70%
18	HR: Conduct of team (11kV O&M, EHV, STLT and MMG)	Manpower Punctuality/ Consumer interaction / Discipline/ Up Keep of office / I Card Validation	5	Consolidation by HR	Feedback from DH/CH/EHV				

B) Meter Installation & Relates Works Score Card

The performance score card shall be prepared on monthly basis at Circle level.

S No	Parameters	Evaluation Criteria	Information source	Score Weightage	SCORE ASSIGNMENT				
	Total			100					
A	Operational Performance			55	100%	90%	80%	70%	0%
1	Compliance for New Connection Meter installation & reconnection	Annexure – V-II-D: EXECUTION TIMELINE	SAP-ISU	25	100% compliance	99% compliance	98% compliance	-	<98% compliance
2	Compliance for Meter Burnt and faulty replacement	Annexure – V-II-D: EXECUTION TIMELINE	SAP-ISU	15	100% compliance	99% compliance	98% compliance	-	<98% compliance
3	Meter Resealing, Shifting & Removal Cases	Annexure – V-II-D: EXECUTION TIMELINE	SAP-ISU	5	100% compliance	99% compliance	98% compliance	-	<98% compliance
4	Resolution of RCM / No-downloaded Projects	Annexure – V-II-D: EXECUTION TIMELINE	SAP-ISU	10	≥90% of Target completion	≥80% of Target completion	≥70% of Target completion	≥60% of Target completion	<60% of Target completion
B	Quality and Feedback			25					
5	Quality of Meter installation	Quality of meters installed at site	Sample Quality Inspection Reports from Quality Deptt.	20	≤2 % Deficiency found at site	2.1-3% Deficiency found at site	3.1-4% Deficiency found at site	4.1-5% Deficiency found at site	>5% Deficiency found at site
6	Customer Feedback	Rating of consumers during telephonic survey conducted by Company Consumer Helpdesk	Company Consumer Survey Report	5	≥ 95% (Excellent +VG+ Good) rating	90-94% (Excellent +VG+ Good) rating	85-89% (Excellent +VG+ Good) rating	80-84% (Excellent +VG+ Good) rating	<80 (Excellent +VG+ Good) rating

C	Material Reconciliation			20					
7	Meter, Seal and Gunny Bag, MCR & Lab testing notice reconciliation	Discrepancies in reconciliation	SAP ISU+ Loose material	10	100% reconciliation by 20th of next month	-	-	-	Any case beyond 20th of next month
8	Scrap return (Meter, Cable, Busbar)	As per requirement of Site Incharge	METER INSTALLATION AND RELATED WORKS Division Coordinator	10	100 % returns within 3 days	100 % returns within 5 days	100 % returns >5 days	-	-

Penalty

Penalty as specified below shall be levied on the monthly O&M bills and MMG bills on the basis of scores from respective performance score cards.

Reference Range of marks scored in Score Card	Penalty on monthly billing
More than 80%	Nil
>75% to <=80%	0.50%
>70% to <= 75%	1.50%
>65% to <= 70%	2.50%
>60% to <= 65%	3.50%
<=60%	5%
Below 60%	Termination of Contract if continued the same pattern in three successive months

Penalty on Monthly billing on the basis of Score card shall not be more than 5% of the monthly bill value.

However, in case of recurrent low scores, the Company shall have right to terminate the contract.

Note – The complete vendor performance shall be reviewed by BYPL at the end of the each completed years.

Performance Review Mechanism

The frequency of the review may be revised from time to time depending upon the situation. The procedure for reviewing the performance shall be as follows:

- A high-level committee comprising of senior level officers of O&M, Quality, Safety and HR will review performance of each contractor individually.
- First review of the performance shall be held in Third month after the start of the contact. Among other performance parameters, the review will particularly focus on deployment of competent manpower, provision of tools and tackles, timely payment of salary through ECS and statutory compliances.
- Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.

- d. From second review meeting onwards, the company will initiate the following corrective action if the Score of the contractor is below the stipulated performance standards:
- (i) First instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contract shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - (ii) Second instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued first warning letter indicating that the company may terminate the contractor if the performance of the contractor does not improve the stipulated benchmark.
 - (iii) Third instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
 - (iv) Fourth instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, Company reserves the right to terminate the Contract and it shall be binding to the contractor.
- e. The process specified in previous para will be applied for a period of 12 months from start of contract, thereafter it will be repeated for the subsequent period.

The criteria for evaluation of contractor performance shall be sole discretion of the Company. Company shall reserve all the rights to change the performance evaluation criteria at any point of time during the contract tenure.

Part I –11 KV O&M

Annexure: V-I-A: BYPL AREA & NETWORK ASSETS DETAILS

Circle	Division	Sub-Division	Complaint Centre	Area in Km2	Grid
Central	05	15	12	33.2	22
North East	04	13	12	57.1	14
South East	05	18	14	58.3	24

Division wise details are also attached herewith

Area Details _ Distribution				
Circle	Division	Area (Sq KM)	Name of Sub Division	Complaint Centre
Central Circle	Chandni Chowk (CCK)	6.1	Hamilton Road	Hamilton Road
			Lahori Gate	Lahori Gate
			Town Hall	Old Lajpat Rai Market / Town Hall
	Paharganj (PHG)	3.6	BG Road	BG Road
			PP Quarters	PP Quarters
			Ram Nagar & Chuna Mandi	Ram Nagar & Chuna Mandi
	Daryaganj (DRG)	9	Daryaganj	
			Jama Masjid	Jama Masjid / Hauz Quazi
			Minto Road	Minto Road [Ansari Road]
	Patel Nagar (PNR)	5.7	East Patel Nagar	East Patel Nagar
			Kikarwala	Kikarwala [Sarai Rohilla]
			Sarai Rohilla	
North East Circle	GT Road (GTR)	7.6	Chapperwala	Chapperwala
			Shankar Road	Shankar Road/Pusa Road
			Pusa Road	
	NandNagari (NNG)	12.5	E&F DilshadGardan	E&F DilshadGardan
			G T Road	G T Road
			Zafrabad	Zafrabad
	Karawal Nagar (KWN)	18.8	C-2 NAND NAGRI	C-2 NAND NAGRI
			MIG East of Loni Road	MIG East of Loni Road
			Sudamapuri	Sudamapuri
	Yamuna Vihar (YVR)	18.2	GokulPuri	GokulPuri
			Karawal Nagar	Karawal Nagar
			Sonia Vihar	Sonia Vihar
			C-12 YVR	C-12 YVR
			Ghonda	Ghonda
			Seelampur	Seelampur/Shastri Park

			Shastri Park	
South East Circle	Karkardooma (KKD)	9.6	Kasturba Nagar	Kasturba Nagar / VivekVihar
			Saini Enclave	Saini Enclave
			VivekVihar	
	Krishna Nagar (KRN)	8.2	GaganVihar	GaganVihar
			Gandhi Nagar	Gandhi Nagar
			Geeta Colony	Geeta Colony
			Kanti Nagar	
			Krishna Nagar	Krishna Nagar / Kanti Nagar
	Laxmi Nagar (LNR)	19.8	MadhuVihar	MadhuVihar
			Mandawali	Mandawali
			PreetVihar	PreetVihar
			PriyadarshniVihar	PriyadarshniVihar
	MayurVihar (MVR)	14	Pocket-C MayurVihar II	Pocket-C MayurVihar II
			P-Pandav Nagar	P-Pandav Nagar / TrilokPuri 13-Block
			TrilokPuri 13-Block	
	Vasundhara Enclave (VSE)	6.7	MayurVihar III	MayurVihar III
			New Ashok Nagar	
			Vasundhara Enclave	Vasundhara Enclave/ New Ashok Nagar

BYPL Network Assets

Particulars	CENTRAL	NORTH EAST	SOUTH EAST	BYPL
11KV Feeders (Nos)	284	261	347	892
HT Cable Length (in KM)	628	1367	1018	3013
RMU (Nos)	1355	1455	2054	4864
Sub-station (Nos)	619	628	1103	2350
Distribution Transformer (Nos)	1034	1045	1894	3973
HVDS DT (Nos)		9375	273	9648
LT ACB (Nos)	2714	2349	6739	11802
LT Feeders (Nos)	5051	4973	8464	18488
LT Cable Length(in KM)	1447	1952	2285	5684
Total Consumers	448773	80229	703666	1826479

Division wise Network Details														
Div	11KV Feeders	HT Cable Length (in KM)	RMU	SSTN	DT	HVDS DT	ACB	LT Feeders	LT Cable Length (in KM)	Consumer Base				
										SLCC	MLCC	KCC	GCC	Total Consumers
CCK	53	114	203	107	172		411	877	299	94980	2140	192	512	97824
DRG	92	185	340	115	196		560	932	301	69515	1814	392	752	72473
PHG	41	90	235	123	206		483	968	256	101885	1792	383	681	104741
PNR	48	117	280	148	235		669	1127	275	60737	4915	751	497	66900
SRD	50	122	297	126	225		591	1147	316	100970	4999	488	378	106835
GTR	72	221	390	168	339		774	1603	437	86744	7830	398	665	95637
KWN	63	589	341	138	178	6397	515	814	519	185249	4545	203	682	190679
NNG	61	353	349	130	232	2527	575	1109	380	187644	8426	823	853	197746
YVR	65	204	375	192	296	451	485	1447	616	107421	1297	197	930	109845
KKD	62	202	379	186	306		967	1465	397	646011	22811	1665	3501	673988
KRN	76	176	337	184	319		838	1662	497	109514	3413	1899	730	115556
LNR	115	306	691	359	644		2253	2905	679	202642	1439	204	1117	205402
MVR	50	159	346	199	326		1336	1252	287	217099	1523	362	820	219804
VSE	44	176	301	175	299	273	1345	1180	425	160264	1610	254	732	162860
BYPL	892	3013	4864	2350	3973	9648	11802	18488	5684	1763617	46456	6686	9720	1826479

Street Light Points under BYPL

Details of street light under BYPL

Name of Division	Balance street light Points of PWD										DDA Street Light @ 250W	DUSIB Street Light				Total points
	70 W	150 W	250 W	400W	Total STL Points	150 W LED HM	175 W LED HM	400 W HM	Total HM Points	Total Points		36W LED	60W LED	150W	Total	
DRG		218	787	377	1382			231	231	1613			55	440	495	2108
CCK		12	679	274	965			92	92	1057				3	3	1060
PHG	18	205	645	155	1023		26	26	52	1075				77	77	1152
PNR			369		369			25	25	394				561	561	955
SRD		316	1095		1411			63	63	1474				39	39	1513
NNG		144	174		318	29		222	251	569		311	124		435	1004
KWR					0			222	222	222		51			51	273
GTR		192	175	50	417			266	266	683		618	22		640	1323
YVR		100	589		689	30		501	531	1220		285			285	1505
KKD		155	621	68	844			142	142	986	183	350			350	1519
KRN		149	431	239	819			261	261	1080		284	54		338	1418
LNR		57	1164	411	1632			382	382	2014		131			131	2145
MVRI&II			1522	426	1948			248	248	2196	76	674	229	32	935	3207
MVR-III		42	494	328	864			39	39	903	936	82	66	16	164	2003
Grand Total	18	1590	8745	2328	12681	59	26	2720	2805	15486	1195	2786	550	1168	4504	21185

In case of any addition of assets during the contract period, no extra benefit shall be given to contractor

Annexure: V-I-B TOTAL ACTIVITIES

Electricity network and equipment mounted in the same is back bone of Power distribution business. It is important to ensure good health of the network. With usage, time, accident, over loading etc, one can expect faults in the network which has to be maintained. The process of maintenance involves network survey, analyses the operational parameters, preventive maintenance, to attend break down and faults and help in carrying out improvement network related schemes.

Company is looking for well experienced, Class A electrical contractor, who can provide manpower/ resources along with management staff to take responsibility of maintenance and attend fault in network from 11KV grid panel to consumer meter i.e. mainly LT and HT network.

Purpose: Performance based on delivery across following deliverables

Outage Reduction

Maintenance Cost Optimization

Reliable and quality power supply to enhance Customer delight

Asset life enhancement by proper operation & maintenance

Quality & safety of Equipment, surrounding, Manpower and users.

Apart from maintaining the network from electrical supply point of view, the work scope includes ensuring network safety for user/ consumers/ animals/ residents in the area. Needless to say, it also includes aesthetic of network.

Vendor shall undertake full responsibility of the Safety and assigned works for carrying out the regular maintenance of HT/LT Distribution System comprising of 11KV Substations, 11KV/440V/230V Distribution Transformers and associated equipment, 11KV O/H lines, 230V O/H line, U/G network and associated equipment, 440V O/H

lines, U/G network (as and when required, decision to be taken by Operations Engineer-In-Charge termed as EIC), service cables and associated equipment along with the installation cables, street light installations which includes attending to emergency breakdowns, carrying out preventive maintenance of these equipment in various Divisions of Company. Vendor shall also agree to undertake any work pertaining to above LT Distribution System as may be necessary for the maintenance of equipment as mentioned which may be required to be carried out for the smooth working of the LT Distribution System. Vendor shall conduct the maintenance work of highest quality and safety standards. Company gives highest priority to Safety of working staff and associated groups while working.

Vendor shall provide a MIS in prescribed format of fault analysis by incorporating codification of causes of failure of various equipment in the HT/LT distribution system, the data of which is to be submitted in form of monthly report (in both soft and hard copy). The MIS for a particular month is to be submitted to the Sub Divisional

Manager/EIC by 10th of next month failing which the contractor will be liable to deduction of marks as indicated in point no 2 of KPI.

Vendor shall follow “Performance based measurement System” as mentioned under this contract for handling procedures related to HT/LT Distribution System maintenance. Vendor shall implement Annual and Monthly preventive maintenance schedule of the HT/LT Distribution system equipment in consultation & coordination with respective Engineer in-charge.

Table – 1: HT Breakdown

Following activities are covered in the scope of vendor for attending the breakdown in HT System.

S. No	Sub Activity
1	RMU Operations as per requirement to attend the breakdown
2	Opening and reinstallation of RMUs cable compartment covers and Transformer cable compartment covers as per requirements
3	Discharging of HT Cable Terminals
4	Isolation of faulty section /suspected faulty portion from both sides and installing LOTO as per requirement
5	Disconnection or connection of HT Cables from RMU as per requirement
6	Disconnection or connection of HT Cables from Transformer as per requirement
7	Disconnection or connection of HT Cables from Pole/Double Pole Structure to O/H Circuit as per requirement
8	Connection of Hi-Pot set and carry out Hi-Pot Testing of Underground HT Cables/RMU/Transformer if required
9	Fuse/Jumper Replacement on transformer/Pole/DP if required
10	Insulation resistance measurement of transformer through Insulation Resistance Tester if required
11	Bypassing of RMU/LT ACB if required for supply restoration post occurrence of HT Breakdown
12	Inform Sub Division Team/LT Breakdown Team about breakdown maintenance work and restore the supply of remaining area.
13	Repair/Replacement/Bypassing of insulators, Lightning Arrester, Surge Arrester , or any hardware installed on transformer/Pole/DP
14	Testing of faulty section/equipment after getting clearance from FLC/maintenance team and energise the same
15	Breakdown Pertaining to HT/LT system shall generally comprise of Installation / replacement / repair of all type hardware fittings in bare conductor network / LTAB as well as HVDS networks including repairing/replacement of line jumper/ shackle jumper / line accessories
16	Sagging of Conductor/ GI Wire of all type LT AB / HT AB Cable
17	Fixing / Re-fixing of spacers in overhead/ Re-sagging of lines
18	Repairing/Replacement of snapped conductor /AB cable or any part/equipment/ accessories of HT/LT network.
19	Fixing / replacement / repair of connection hooks / piercing connectors
20	Repairing of G.O. switch / D. D. unit
21	To assist FLC/NCC team
22	Replacement / repair of stays
23	A vehicle with Driver on 24 x 7 basis.
24	Replacement of broken HT/LT poles

25	Replacements / repair of burnt HT/LT lead/socket
26	Replacement / repairing of HT cable and LT lead between switchgear and transformer including preparation and termination and fabrication of MS Frame / wooden Cleats wherever required.
27	To attend Break Downs including cleaning of bus bar/panels, etc.
28	To assist for repairing of OCB/ VCB / RMU operating mechanism and repairing of tripping system
29	Trimming of trees as per site requirement in consultation with Company official.
30	Providing Shutdown of RMU , DT , CABLE , S/STN where ever required
31	Installation/removal of LOTO after providing shutdown
32	Discharging of HT Cable Terminals
33	HI-POT testing of Equipments after receiving clearance & Energization thereafter
34	Load transfer/rationalization of HT Feeders as per requirement
35	Back-feed the area to the possible extent in case of load shedding from EHV/DTL side

All the material required for carrying out this works shall be provided by Company.

However, Vehicle with driver for movement of HT Breakdown Teams, Insulation Resistance Tester and FRP Ladder along with vehicle shall be provided by the AMC vendor. T&P as per attached annexure shall also be in the scope of vendor.

1. Table -2: HT and LT Cable Faults

Following activities are covered under vendor scope for attending HT and LT cable Faults

S. No	Sub Activity
1	Support FLC teams for testing and localization of HT/LT cable Faults
2	Making arrangement for providing power supply of HT/LT Cable Fault Locating units (FLC)
3	Connection of crocodile clamp of FLC units on faulty HT/LT Cable
4	Support in pin pointing of cable fault
5	Disconnection or connection of HT Cables from RMU as per requirement
6	Support cable fault restoration team in identification of cable and shifting of route of cable as per requirement

All the material and testing instrument required for this activity shall be provided by Company.
However, T&P as per attached annexure shall also be in the scope of vendor.

2. Table 3: No Current Complaints (NCC)

No Current complaints in BYPL are categorized under multiple categories. Attending and timely closure of such No Current Complaints shall be in the scope of vendor. The activities covered for attending no current complaints shall be as under

Category	S. No	Complaint Type	Action Required
NCC_AREA	1	LTACB/ RMU Tripping	1. Check & switch on the LTACB/RMU. 2. In case of supply restoration not possible the same needs to be informed to maintenance/breakdown team for further necessary action. 3. Bypassing of LT ACB if required for supply

			restoration and inform the same to sub division supply in-charge for rectification
	2	High Voltage In Area	1. Identification & rectification of fault & restore the power supply. 2. In case of supply restoration not possible and same informed to maintenance/breakdown team for further necessary action.
	3	Low Voltage In Area	1. Identification & rectification of fault & restore the power supply. 2. In case of supply restoration not possible the same needs to be informed to maintenance/breakdown team for further necessary action.
	4	DD Fuse Blown /HRC Fuse Blown in Feeder Pillar	1. Replacement of DD fuse.
	5	Cable Hanging at Low Height	1. Proper anchoring of service cables. 2. Re-sagging of service cables
	6	No Power Supply in Area	1. Identification & rectification of fault & restore the power supply. 2. In case of supply restoration not possible the same needs to be informed to maintenance/breakdown team for further necessary action.
NCC_METER	7	Meter Sparking	1. Connection/disconnection of meter. 2. Broken the seal of meter. 3. Informed to GNIIT for resealing of meter. 4. Repairing the s/line meter terminal.
	8	Meter Partially Burnt	1. Connection/disconnection of meter 2. Broken the seal of meter. 3. Bypass the meter. 4. Informed to GNIIT for replacement of meter & resealing of meter.
	9	Meter Totally Burnt	1. Connection/disconnection of meter 2. Broken the seal of meter. 3. Bypass the meter. 4. Informed to GNIIT for replacement of meter & resealing of meter.
	10	Meter Box Damaged	1. Disconnection of meter o/g circuit. 2. Broken the seal of meter. 3. Ensure to make proper fixing of meter box. 4. Informed to GNIIT for resealing of meter & replacement of meter box.
	11	Meter Box Hanging	1. Disconnection of meter o/g circuit. 2. Broken the seal of meter. 3. Ensure to make proper fixing of meter box with meter. 4. Informed to GNIIT for resealing of meter.
	12	Meter Seal Broken	1. Informed to GNIIT for resealing of meter

NCC _ INDIVIDUAL	13	No Power Supply	<ol style="list-style-type: none"> 1. Identification & rectification of fault & restore the power supply. 2. In case of supply restoration not possible the same needs to be informed to maintenance/breakdown team for further necessary action. 2. Replacement of Piercing connector. 3. Repairing of Service Line Jumper 4. Replacement of pillar fuse / DT fuse / DD fuses 5. Repairing of main line L.T. Jumper 6. Repair/Replacement of broken/faulty (O/H & U/G) service line 7. Replacement/repair of bus bar boxes
	14	Low Voltage in House	1. Identification & rectification of fault & restore the power supply.
	15	Voltage Fluctuation in House	1. Identification & rectification of fault & restore the power supply.
	16	High Voltage in House	1. Identification & rectification of fault & restore the power supply.
	17	Current Leakage in Consumer Premise	<ol style="list-style-type: none"> 1. Disconnection of power supply pertains to BSES network. 2. Identification & rectification of fault & restore the power supply. 3. Attend current leakage complaint 4. Isolation of network in case of leakage
	18	Consumer electrical Equipment Damaged	<ol style="list-style-type: none"> 1. Check the voltage level of power supply in meter o/g. 2. Connection/disconnection of service cables of all sizes..
	19	Main wire broken and lying on street/road	<ol style="list-style-type: none"> 1. Connection/disconnection of service cables of all sizes. 2. Removal of cable which is lying on the road. 2. Repair / replacement of LT AB Cable and accessories
	20	Service Line Broken/Snapped	<ol style="list-style-type: none"> 1. Replacement including re-sagging of service cable all sizes. 2. Repair of service cable. 2. Repair of broken conductor
	21	Theft Related	1. Connection/disconnection of service cables of all sizes.
	22	Wire Loose from Pole	<ol style="list-style-type: none"> 1. Proper anchoring of service cables. 2. Re-sagging of service cables
NCC_EMERGENCY	23	Cable Hanging on Low Height	<ol style="list-style-type: none"> 1. Proper anchoring of service cables. 2. Re-sagging of service cables
	24	Fire on IGMS	<ol style="list-style-type: none"> 1. Disconnect/isolate the supply of burnt IGMS pole. 2. Bypass the burnt IGMS box/meters. 3. Informed to GNIIT for further necessary action.
	25	Current Leakage on Pole	<ol style="list-style-type: none"> 1. Check & identify the current leakage path. 2. Disconnect/isolate the supply of leakage section. 3. Isolate the current carrying body from the live parts. 4. Make earthing connection on pole. 5. Restoration of power supply 6. Bypassing of DB if required for supply restoration

	26	Fire in House/Current in Consumer Premise	1.Connection/disconnection of service cables of all sizes.
	27	Fire on Transformer/Pole	1.Identification & rectification of fault & restore the power supply. 2. In case of supply restoration not possible the same needs to be informed to maintenance/breakdown team for further necessary action.

Vendor shall ensure 100% closure of NCC through mobile app only. There should not be any wrong closure of NCC. Restoration of supply of consumer as per SLA timelines in any case. Vendor shall also provide the ATR / proper feedback of each complaint and capture the reason and inform to engineer in charge if there is any delay in supply restoration.

And any other consumer complaint not specified herein as per DERC norms shall also be attended by Vendor.

All the material required for this activity shall be provided by Company.

However, Transportation of men and material shall be in the scope of vendor along with T&P as per attached annexure.

3. Planned and Emergency Shutdown

Following activities are covered under planned and emergency shutdown for S/STN Maintenance and installed equipment like RMU, Transformer, LT ACB, LT Panel, LT Network, HVDS Network and HT O/H Network.

3.1 Table-4: Planned/Emergency Shutdown of Distribution Transformer

Following activities are covered in the scope of planned/emergency shutdown Distribution Transformers.

S. No	Activities
1	Periodic inspection of transformer which includes physical inspection like checking of oil level, oil leakage, breather, silica gel, HT and LT bushing, HT/LT Cable terminations and condition of frames along with thermal scanning of HT and LT terminals
2	Reset the Tap position as per requirement
3	1) Removal/Replacement of Fuse 2) Removal/Replacement of Jumper and direct connection of HT Cable with Transformer
4	Maintenance of transformer including general cleaning, attending oil leakage, oil top up, Silica Gel and Breather replacement, maintenance/repair of HT/LT Bushings, HT/LT Cable termination to transformer, HT Cable End termination and LT Leads all types including Sockets, Lugs and extended bus bar. Attend Hot Spot identified during thermal scanning by replacing/repairing/tightening of Sockets, Bus Bar/Lugs. Repair/replacement of all the accessories like surge arrester, diaphragm, Buchholz relay, SPR relay etc as per site requirement
5	Replacement of oil seals, HT/LT bushing, bushing rods, gaskets etc to prevent oil leakages.
6	Cleaning of louvers and vents for cooling in dry type transformer.

7	Laying/replacement of all types of HT/LT cables in S/STN connected to transformer as per site requirement.
8	Periodic Measurement of earth resistance and provide new earthing in case of poor results Check and set right the earthing connection with transformer neutral and transformer body.
9	Installation/re-fixing of HT/LT Cleats for support of HT cables/LT Leads
10	Repair/replacement of HT/LT Frames
11	Provide adequate insulation on HT and LT Termination of transformer by insulating tapes, insulating sleeves and boots
12	Check and set right MOG/OTI/WTI/Buchholz relay connection with RMU as per site requirement. Integration of MOG, OTI, Buchholz Relay with RMU to Enable RMU Tripping During Abnormal/Faulty Condition in case of replacement of transformer or new transformer installation
13	Safeguarding of drain valve, radiator valves, transformer accessories including bus bar, nut bolts if required
14	Periodic Measurement of Insulation Resistance and Oil Breakdown Voltage of transformer.
15	Support in oil sampling for transformer oil testing by third party
16	Replacement of all rating of transformer (Oil & Dry) including PSS and Micro Sub Station against faulty, oil leakage, poor results, low voltage issue, poor voltage issues or any other issue as per the direction of engineer in charge. The activities includes are as under Disconnection and connection of HT Cables, LT leads and earthing connections as per site requirement for replacement of transformer Lifting of old transformer from plinth/transformer room/ DP structure and installation of new transformer at that location Transportation of transformer from store to site or site to site including dragging of transformer if required due to site constraint. Trolley required for dragging of transformer should be capable of carrying of upto 2 MVA transformer and should be readily available with the contractor. Load transfer on nearby transformer if required Return to old dismantled transformer to store and inform engineer incharge for updating CMG form.
17	Maintenance of cooling fans installed at S/STN including its control wiring and circuits
18	Periodic measurement of loading on transformer and carry out load balancing activity, load rationalization activity as per requirement
19	Minor civil work including repair of plinth, fencing, gate or toe wall including making of new plinth
20	Arrangement of crane in case of lifting of transformer for plinth repair, making new plinth or level rising of sub station
21	Prior announcement of planned shutdown with loud speakers (Munadi)
22	Tree trimming, removal of shrubs, vegetation and malba, cleaning of S/STN
23	Painting of equipment IDs on Transformer , Naming of incoming/ outgoing cables and sign writing including Naming of 11kV Feeders & LT Feeders on various equipment .

All the material required for this activity shall be in the scope of BSES. However, vehicle for transportation of man and material, vehicle for transportation of transformer and crane for lifting of transformer shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor. Testing instrument like Insulation Resistance Tester, Oil Breakdown Voltage Measurement Instrument shall be in the scope of vendor.

3.2 Table-5: Planned/Emergency Shutdown of Ring Main Units (RMU)

Following activities are covered in the scope of planned/emergency shutdown of RMU

S. No	Activities
1	Periodic inspection of RMU including checking of RMU installation, Gas Level, availability and installation of mechanism and cable compartment covers, condition of cable termination at RMU bushing and its insulation, condition of cable support cleats and cable entry in RMU, checking of RMU earthing and connection of cable end termination earthing braid with RMU earthing bus bar along with checking the functionality of breaker and isolator operating mechanism, functionality of protection circuit including relay, CTs and trip coil
2	Support in PD inspection of RMU
3	Operation of RMUs (On/ /Off/ Earth) as per site requirement
4	<p>Replacement of all types of RMU (Indoor and Outdoor) in case of RMU declared non repairable with BSES RMU workshop or installation of new RMU as per the direction of engineer incharge. The work for RMU replacement/installation includes</p> <p>Operation of breaker/isolator and earth switch of RMU for de-energization and opening of covers.</p> <p>Disconnection of all HT Cables connected to RMU bushings along with disconnection of earthing strips</p> <p>Dismantling of RMU and erection of new RMU including civil work for plinth, fabrication of base frame and grouting of RMU in the plinth</p> <p>Testing of RMU and its protection circuit</p> <p>Connection of HT Cables to RMU bushing and earthing strip to RMU body including crimping of sockets</p> <p>Provide insulation to HT cable termination with bushing through insulating tapes and boots</p> <p>Installation of cleats and sealing of cable entry holes</p> <p>Installation of covers</p> <p>Transportation of RMU from store to site, site to site and returning of old RMU from site to store, store to store</p> <p>Return to old dismantled RMU to company designated store and inform engineer incharge for updating CMG form.</p> <p>Laying of HT Cables of all sizes if required</p> <p>Painting of equipment ID and circuit details on newly erected RMUs</p>
5	Minor Civil repairs of RMU Frame, Plinth, Fencing, Door of RMU Room etc
6	Lifting of RMU if required for level rising. Arrangement of crane for the same
7	Installation of Missing Cable Compartment and Mechanism Covers
8	Set Right of already installed Cable Compartment and Mechanism Covers
9	RMU Maintenance including installation/re-fixing of cleats, tightening of Cable connection with RMU bushing, tightening of earthing connection, boot installation/re-fixing, provide adequate insulation of terminals, bushing maintenance including application of anti-track spray, sealing of cable entry holes, coupling bus bar etc.
10	Periodic testing of RMU and its protection circuit
11	Attending issues observed during PD testing
12	Painting of equipment ID and Circuit details on RMU
13	Installation and repair of FPI and CBCT to ensure functionality
14	Set right the wiring of CT, Relay, FPI and CBCT as per requirement
15	Checking of Functionality and replacement of battery of FPI as per requirement.
15	Set right the alignment of coupling bus bar

16	Periodic measurement of earth resistance and provide new earthing in case of poor results
17	Removal of garbage, debris and vegetation from RMU room including cleaning of RMU Dumping of debris and malba at dumping site Pruning of tree branches
18	Prior Announcement of PSD with loud speakers (Munadi)
19	Support in FRTU Testing, its integration with SCADA and troubleshooting
20	Shed Installation/Repair of old shed on Outdoor RMUs

All the material required for this activity shall be in the scope of BSES. However, vehicle for transportation of man and material, vehicle for transportation of RMU and crane for lifting of RMU shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor.

3.3 Table-6: Planned/Emergency Shutdown of LT ACB

Following activities are covered in the scope of planned/emergency shutdown of LT ACB

S. No	Activities
1	Periodic inspection of LT ACB which includes physical inspection like checking of covers, operating mechanism, bus bar, cable connection and relays functionality along with thermal scanning of HT and LT terminal
2	Attend hot spots identified during thermal scanning by repair/replacement/maintenance of LT cables, LT Leads, Sockets, ferrule, and Bus Bar
3	Attend LT ACB/MCB/MCCB tripping complaints/outages including bypassing of LT ACB if required for supply restoration and inform the same
4	Installation of missing covers on LT ACB or set right of already installed covers
5	Periodic Measurement of earth resistance and provide new earthing in case of poor results Check and set right the earthing connection with LT ACB Body and LT cable
6	Repair/Replacement/Level raising of LT ACB Frames of all ratings.
7	Set right the relay and protection wiring of LT ACB
8	Connection and disconnection of LT Cables and LT Leads of all sizes on LT ACB
9	Installation/replacement of phase separator of LT ACB
10	Making of end termination of LT Cable connected on LT ACB or provide insulating sleeves
11	Cleaning of LT ACB installed in S/STN
12	Painting of equipment IDs along with circuit details of LT ACB
13	Repair/maintenance of LT ACB/MCB/MCCB including repair/maintenance of its operating mechanism, bus bars and contacts
14	Installation/Replacement of LT ACB of all types and ratings including Disconnection/Connection of LT Cables and LT Leads, Transportation of LT ACB from Store to Site, site to site, dismantling of old LT ACB, Installation of new LT ACB. This also includes returning of old dismantled Lt ACB to company designated store and inform engineer incharge for updating CMG form.
15	Prior Announcement of PSD with loud speakers (Munadi)
16	Periodic measurement of loading on LT ACB/and carry out load balancing activity, load rationalization activity on LT Feeder as per requirement

All the material required for this activity shall be in the scope of BSES. However, vehicle

for transportation of man and material, vehicle for transportation of LT ACB/Panel and crane for lifting of LT Panel shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor.

3.4 Table-7: Planned/Emergency Shutdown of LT Panel

Following activities are covered in the scope of planned/emergency shutdown of LT Panel

S. No	Activities
1	Periodic inspection of LT Panel which includes physical inspection like checking of covers, operating mechanism, bus bar, cable connection and relays functionality along with thermal scanning of HT and LT terminal
2	Attend hot spots identified during thermal scanning by repair/replacement/maintenance of LT cables, LT Leads, Sockets, ferrule, and Bus Bar
3	Attend LT /MCB/MCCB tripping complaints/outages including bypassing of LT Panel if required for supply restoration and inform the same
4	Installation of missing covers on LT Panel or set right of already installed covers
5	Periodic Measurement of earth resistance and provide new earthing in case of poor results Check and set right the earthing connection with LT Panel Body and LT cable
6	Repair/Replacement/Level raising of LT Panel Frames
7	Set right the relay and protection wiring of LT Panel
8	Connection and disconnection of LT Cables and LT Leads of all sizes on LT Panel
9	Installation/replacement of phase separator of LT
10	Making of end termination of LT Cable connected on LT Panel or provide insulating sleeves
11	Cleaning of LT Panel installed in S/STN
12	Painting of equipment IDs along with circuit details of LT Panel
13	Repair/maintenance of LT /MCB/MCCB including repair/maintenance of its operating mechanism, bus bars and contacts
14	Installation/Replacement of LT Panel including Disconnection/Connection of LT Cables and LT Leads, Transportation of LT from Store to Site, site to site, dismantling of old LT, Installation of new LT. This also includes returning of old dismantled LT Panel to company designated store and inform engineer in charge for updating CMG form.
15	Prior Announcement of PSD with loud speakers (Munadi)
16	Periodic measurement of loading on LT Panel and carry out load balancing activity, load rationalization activity on LT Feeder as per requirement

All the material required for this activity shall be in the scope of BSES. However, vehicle for transportation of man and material, vehicle for transportation of LT /Panel and crane for lifting of LT Panel shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor.

3.5 Table-8: Planned/Emergency Shutdown of LT Network

Following activities are covered under maintenance of LT Network

Network Element	S. No	Activities
LT Network	1	Periodic inspection of LT Feeder including physical inspections of LT Poles and its accessories, Feeder Pillar inspection, LT O/H inspection including thermal scanning and load measurement
	2	Making of cable end termination of Pole
	3	Attend outages in LT Network including faults on LT network, LT Cable Faults, Service Line Faults, Fire on LT Cables/Pole/DB/Service Line etc
	4	Repair/Replacement of damaged LT AB Cables, LT O/H Conductors, Jumpers
	5	Replacement of LT AB Cables in S/STN with LT Cables
	6	Laying of LT cable and LT Leads of all sizes in S/STN
	7	Laying of LT Cable, LT AB Cable, LT O/H Conductors and Service cable of all size on Pole/Trench as per requirement
	8	Digging on cable route for repair of service cables
	9	Repair/Replacement of Sockets of all sizes as per requirement.
	10	Replacement of LT cable to LT AB Cable connection through socket if earlier connection was made through piercing connector
	11	Load Balancing on LT Feeders
	12	Attend hot spot on LT Feeders identified during thermal scanning
	13	Repair/replacement of DB (All types) including installation/replacement of Bus Bar
	14	Repair/replacement of hardware fittings on pole including cross arm, insulator, two line, anchor rod, eye hook suspension etc as per requirement
	15	Repair/replacement of fuse carrier, fuse base, HRC fuse, bus bar, cable end termination in feeder pillar
	16	Welding and locking of feeder pillar doors including repairing of plint/raising of plinth
	17	Repair/replacement of jumper, guard wire, guard laces and messenger wire
	18	Trimming of tree branches close to the feeders & vegetation removal as an ongoing activity throughout the tenure. Extensive Trimming of trees, separate teams are to be deployed for this activity before onset of Monsoon season.
	19	Periodic Measurement of earth resistance of pole and provide new earthing in case of poor results Check and set right the earthing connection of earthing strip with hard ware fittings, DB, messenger wire/guard wire on pole
	20	Ensuring proper locking of Feeder Pillars, Service Pillars, Bus-bars and Distribution Boxes (Lock/ chain will be provided by Company)
	21	Re-sagging of LT Cable/LT AB Circuit/ LT O/H Circuit/ Service Line
	22	Repair/maintenance of messenger wire
	23	Prior Announcement of PSD with loud speakers (Munadi)
	24	Fixing of cleats on LT Cable mounting on Pole and set right the LT Cable mounting
	25	Connection/Disconnection of LT Cable & LT Leads all Sizes Including Crimping of Sockets/Ferrule.
	26	Mounting of LT cables on Poles or Feeder Pillar
	27	Making of End Termination of LT Cable including crimping of Sockets
	28	Dismantling/Installation of Piercing Connector.
	29	Connection/Disconnection of Service Cables of all Sizes Including Crimping of Sockets/Ferrule from DB/Pole

	30	Naming of incoming & Outgoing Cables at LT and LT Panel.
LT Pole	31	<p>Dismantling & Erection of 9M/11M PCC Poles.</p> <p>Dismantling and Installation of Hardware Fittings On LT Poles Including Cross Arm, Insulators, DB Frames, Eye Hook, Suspension Hook Dead End, Egg Insulators Etc as Per Requirement</p> <p>Laying of Network On The Newly Erected 9 M/11 M PCC Pole.</p> <p>Dismantling/Installation of Hardware Fittings On The Poles 9M/11M PCC Poles.</p> <p>Dismantling/Installation of Stay Wire/Stud as Per Requirement Along With Hardware Fittings</p> <p>Removal of debris from site post completion of work</p> <p>Minor road repairing work post completion of work</p> <p>Transportation of POLE from store to site & removal of pole from site</p> <p>Creating safety zone and road blockade/traffic diversion where ever required</p> <p>Digging and backfilling required for installation/replacement of pole</p> <p>Removal of Bird Nests, ribbon, banners, posters etc. from poles</p> <p>Removal of cable TV wires from poles as per directions of concerned SDO.</p> <p>Strengthening of MS pole with proper angle iron and muffing.</p> <p>To test earthing & wherever result not found OK, to install fresh ground earthing and to install additional earthing if required (at least 3earthing/km).</p> <p>Material to be provided by Company. The earth results for new earthing should be as per Company specifications.</p> <p>Painting of Pole No</p>
Distribution Box (DB)/IGMS	32	<ol style="list-style-type: none"> 1. Connection/Disconnection of LT Cables/ LTAB Cable all Sizes Including Crimping of Sockets/Ferrule. 2. Dismantling/Installation of Piercing Connector. 3. Laying of LT Cables/LTAB all Sizes. 4. Connection/Disconnection of Service Cables of all Sizes Including Crimping of Sockets. 5. Dismantling of 1Phase DB/3 Phase DB. 6. Installation of 1 Phase DB/3 Phase DB. 7. Re-sagging of Service Cables all Sizes. 8. Repair/Replacement of Straight Through (Branch Joints) 9. Dismantling/Reinstallation of Hardware Fitting Required for DB Installation 10. Bypassing of DB/IGMS if required for supply restoration and inform the same to sub division supply in-charge
Meter Room	33	<ol style="list-style-type: none"> 1. Connection/Disconnection of 1 Phase/3 Phase Energy Meters. 2. Broken of Seals. 3. Connection/Disconnection of Service Cable of all Sizes Including Crimping of Sockets/Ferrule. 4. Laying of Service Cable of all Sizes as Per Site Requirement. 5. Fixing of Service Cable On Wall With The Help of Cleat. 6. Bypassing of Bus Bar Box and Meters all Types as Per Site Requirement.
LT Underground Cable	34	<ol style="list-style-type: none"> 1. Connection/ Disconnection of LT Cables/ LTAB Cables/ Service Cables of all Sizes as Per Site Requirement Including Crimping of Sockets/Ferrule and Back Feeding of Affected Area.

Feeder Pillar	35	<ol style="list-style-type: none"> 1. Connection/ Disconnection of LT Cables/ LTAB Cables/ Service Cables of all Sizes as Per Site Requirement Including Crimping of Sockets/Ferrule and Back Feeding of Affected Area. 2. Laying of LT Cables/ LTAB Cables/ Service Cables of all Sizes as Per Site Requirement 3. Installation/Replacement of Feeder Pillar of all types Including Transportation and Raising of Plinth for all Types Feeder Pillar/ Service Pillar as Per Site Requirement 4. Dismantling of Feeder Pillar / Service Pillar of all Type as Per Requirement. 5. Replacement of Fuses Carrier & Bus Bar as per site requirement 6. Repair/Replacement for HRC Fuse/ Kit Kat Fuse 7.Ensure proper locking of all the gates and enclosure of feeder pillar 8.Dressing of I/C. & O/G. Cables 9.To attend any leakage in Feeder Pillar or Service Pillar 10. To tighten all the I/C and O/G cables terminals/ sockets/ joints. 11.Fixing/ repairing doors and locking arrangement 12.Cable gland earthing of L.T. Cables. 13. Painting of Feeder Pillar No on Feeder Pillars. 14. Installation of missing covers and enclosure of feeder pillars
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The concerned Supervisor, shall in advance plan and intimate to the SDO about the preventive maintenance planned by the contractor on monthly basis. Along with it, the Supervisor shall also inform the material required for preventive maintenance on fortnightly basis to the concerned SDO so that the same can be arranged in advance.

The supervisor shall maintain record on daily basis the material used in the preventive maintenance work for reconciliation to the satisfaction and checking of SDO.

It shall be the responsibility of the contractor to inform the preventive maintenance with the estimated time of planned shutdown in the area so that same may be notified in the press/through any other mode by the concerned DH/SDO well in advance.

All the material required for this activity shall be in the scope of BSES. However, vehicle for transportation of man and material, vehicle for transportation of LT Pole/Feeder Pillar and crane for lifting of LT Pole shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor.

3.6 Table – 9: Planned/Emergency Shutdown of HVDS Network

Following activities are covered under the Scope of Planned/Emergency Shutdown of HVDS Network and HT O/H Network

Network Element	S.No	Activities
HVDS Network	1	Periodic inspection of HVDS Network to identify issue on HVDS Network and Transformer including PD Measurement and Thermal Scanning
	2	Periodic inspection of HVDS Transformer including checking of oil leakage, oil top up, checking of DD Fuse Units, Checking of cable end termination and jumpers, earth connections.
	3	Connection/Disconnection of HTAB Cable All Sizes Including Crimping of Sockets
	4	Repair/replacement of HT AB Cables including laying of HTAB Cables of all types
	5	Making of end termination of HT AB Cables
	6	Re-sagging of HTAB Cable spans

	7	Maintenance of HVDS Transformer including replacement of HT/LT Jumpers, repair of HT/LT Bushing, attend oil leakage and oil top-up
	8	Repair/replacement of DD Fuse Unit and insulators of HVDS Pole and DP Structure
	9	Disconnection/Connection of Messenger wire, HTAB Cable earthing strip and other earth terminals of pole/DP/HVDS Network
	10	Periodic Measurement of earth resistance of HT pole, fencing, DP Structure and provide new earthing in case of poor results Check and set right the earthing connection of earthing strip with hard ware fittings, messenger wire, DT neutral on pole are per standard practise of earthing of HVDS Network
	11	Repair/replacement of distribution box
	12	Repair/replacement of burnt HT/LT Sockets
	13	Service cable repair/replacement of all sizes
	14	Replacement of HVDS Transformer including removal of old transformer, transportation of transformer from store to site, site to site, installation of transformer, make HT and LT connection and returning of old transformer to store.
	15	Repair/replacement of hardware fittings installed on pole for HVDS Transformer and HT AB Cable
	16	Fixing of Hardware Fittings Including Insulator, Suspension Clamp, Anchor Road, Dead End, Eye Hook, Egg Insulator, etc on Pole/Double Pole Structure
	17	Replacement of DD Fuse/Jumper/Bus bar
	18	Load Balancing on HVDS Network
	19	Replacement of damaged pole including removal of all accessories like HT pole, HVDS transformer, Cable, DBs, Base Frame, Clamps, DD Fuse Units etc and reinstallation of pole along with hardware fittings Including HVDS cables, transformer, Base Frame, Clamps, DD Fuse Units Etc on newly erected HT Pole. Transportation of new pole from store to site and site to site and returning of damaged from site to store.
	20	Transportation of HVDS Transformer all types from Company store to site or site to site
	21	Installation, testing and commissioning of HVDS Transformer of all ratings on Pole/DP
	22	Return of faulty HVDS transformer from site to divisional store and divisional store to main stores of Company
	23	Maintenance of CT-PT units of HVDS Network including support energy audit team for installations/replacement of CT-PT Units
	24	Attend outages due to RMU tripping including bypassing of RMU if required for power supply restoration and inform the same to Company representative
	25	Repair/Replacement of hardware fittings like GO Switch, DD Fuses, Bus Bars, Jumpers, Clamps Channels etc on Double Pole (DP) Structure
	26	Attend outages due to RMU tripping including bypassing of RMU if required for power supply restoration and inform the same to Company representative
	27	Prior Announcement of PSD with loud speakers (Munadi)
HT O/H	28	Periodic inspection of HT O/H Network to identify the healthiness of accessories installed at pole, requirement of tree trimming and thermal scanning
	29	Repair/replacement/maintenance of HT O/H Conductor/ HT AB, Jumpers, guard wire, guard laces , insulators , LA , making Tilli (Guard)and hardware fittings including insulators, cross arm suspension clamps, dead end, stay wire and stud

30	Periodic Measurement of earth resistance of HT pole and provide new earthing in case of poor results Check and set right the earthing connection of earthing strip with hard ware fittings, messenger wire/guard wire on pole
31	Repair/replacement of sockets and termination of HT Cable, HT O/H and HT AB Cables
32	Providing insulating sleeves on HT O/H Conductor and jumper along with insulating tapes
33	Repair/replacement of G.O. Switches and DD Fuse Units
34	Prior Announcement of PSD with loud speakers (Munadi)
35	Trimming of tree branches close to the feeders & vegetation removal. Extensive Trimming of trees, separate teams are to be deployed for this activity before Monsoon season
36	Installation of mid span pole for ensuring statutory clearance
37	Replacement and Installation of the cable cleats for various size of the cables of the HT network.
38	Repairing/Replacement of snapped/depilated conductor
39	Numbering of HT poles by paint as per requirement/DMS/Energy Audit requirement in new/existing poles/ equipment etc. Materials to be supplied by Company.
40	Replacement of damaged pole including removal of all accessories like HT pole, HVDS transformer, Cable, DBs, Base Frame, Clamps, DD Fuse Units etc and reinstallation of pole along with hardware fittings Including HVDS cables, transformer, Base Frame, Clamps, DD Fuse Units etc on newly erected HT Pole. Transportation of new pole from store to site and site to site and returning of damaged from site to store.

All the material required for this activity shall be in the scope of BSES. However, vehicle for transportation of man and material, vehicle for transportation of HT Pole and crane for lifting of HT Pole shall be in the scope of vendor only. All the T&P required for this activity shall also be in the scope of vendor.

4. Other Activities

Following activities shall also be in the scope of vendor:

- 4.1 Arrange Full Body Truck/ Half Body Truck/ Chota Hathi for transportation of material from Company Main Store to Company Divisional Stores.
- 4.2 Returning of defective/dismantle equipment/material against any of the activity to Company's store along with transportation of material from site to store and store to store.
- 4.3 Surveillance of entire Company Power Distribution Network for its safeguarding and prevention of any theft attempt by miscreants and address all the safety related issues including locking of S/STN Doors, Feeder Pillars.
- 4.4 Cable route safeguarding for prevention of cable damages from external agency
- 4.5 Support in commercial activity like recovery, enforcement, meter reading, data center, Service Line Removal etc and provide shutdown whenever required after taking approval form engineer incharge of Company.

4.6 Provide support in joint operation with DPCC, MCD, DJB for demolition/sealing of unauthorized/illegal go down and factories after taking approval from engineer in charge of Company.

4.7 Supply of miscellaneous items like wooden cleats, nut bolt, MS Angle/Channel, Bakelite Sheets, Metro Sheets for shed installation. The cost of these items shall be borne by Company.

4.8 Load Back feeding as per the direction of engineer in charge in case of tripping/load disappear from EHV/DTL Side.

4.9 Ensure proper locking of S/STNs S/STN Doors, Feeder Pillars.

4.10 Painting of S/STN Wall, Fencing, Poles, Feeder Pillar as per the direction of engineer in charge.

4.11 Any other work as required by the company in due course of Operations and Maintenance.

4.12 Co-ordination with external agencies.

4.13 Contractor has to maintain the BSES S/STN as per 5S guidelines of BSES

5. Table – 10: Street Light Maintenance and Troubleshooting

Vendor shall be responsible for the maintenance of street light points which are under the Company jurisdiction and ensure 100% of their functionality at any point of time. Rectification of any complaints related to these street light points shall also be in the scope of vendor. The activities covered for street lights maintenance and troubleshooting shall be as under

Complaint type	S. No	Activity
Non functionality of street	1	Replacement of Ballast of 150w, 250w & 400w on 9 mtr, 12 mtr& 16 mtr single overhang and double overhang street light pole
	2	Replacement of Lamp of 150w, 250w & 400w on 9 mtr, 12 mtr& 16 mtr single overhang and double overhang street light pole
	3	Replacement of Ignitor on 9 mtr, 12 mtr& 16 mtr single overhang and double overhang street light pole
	4	Replacement of Street Light Fitting of 150w, 250w & 400w on 9 mtr, 12 mtr& 16 mtr single overhang and double overhang street light pole
	5	SHM/HM Lights faulty ballast replacement, Fused lamps replacement, faulty ignitor replacement, Holder replacement.
	6	Repair and replacement of Street Light Pole Wiring
	7	Repair and replacement of Street Light Fitting Wiring

	8	Replacement of MCCB of 63 Amps.
	9	HPSV fitting maintenance, Holder replacement. Etc
	10	Replacement of Timer
	11	Replacement of Power Contactor of 63 Amps, 80 Amps, 100 Amps & 200 Amps
	12	Repair / replacement of service cables of all sizes
	13	Removal of the tree branches from network and repairing street light network
	14	Repairing Jumper
	15	Repairing Relay Timer
	16	Proper taping of street Light network
	17	Replacement of faulty portion of underground street light network
	18	Replacement of Piercing connector
	19	Tightening of connection
	20	Taking HO TO on time with proper coordination for removing uninformed overloading in street light network
	21	Replacement of faulty street light pole
	22	Repairing of Earthing of street light network
	23	Replacement of junction box cover
	24	Manual Switching Off/On of Street Light Points
	25	Damage /rusted & accidental pole removed by BSES team (the shifting of removed pole shall be under PWD scope.
	26	Earth testing of High Mast, Semi High Mast and Street Light Poles.
	27	Street Light Panel (Feeder Pillar) maintenance. In case of burnt/ fault-Replacement of MCCB , Contactor , Timer, Panel wiring repairing , Panel terminal Lead repairing & replacement, Panel Earthing testing and providing new earthing if required
	28	Street Light Under Ground Cable Maintenance: - In case of cable burnt & faulty. Replacement of Street light burnt cable, Detection of underground cable fault. Jointing & restoration of faulty cables.
	29	Routine maintenance of street light poles, fittings, street light feeder/controller panels, underground cables, taking earthing values of poles and feeder/controller panels.
Leakage Current	30	Identify the leakage portion of LT network after that repair it.
Survey of street light	31	Survey carried out by street light incharge along with street light maintenance team during evening hours

All the material will be provided by the company. Tower wagon required for this activity shall be provided by BYPL.

However, Transportation of men and material shall be in the scope of vendor along with T&P as per attached annexure.

6. Telephone operator in AMC

The scope of work of contractor will be providing the Telephone operator services also in O&M complaint centres in various divisions of Company. List of complaint centres is provided in Annexure V-I-A

The Contractor has to confirm and undertake the full responsibility of the assigned works and up to the satisfaction of the Company. The detail of works to be carried out by the contractor is mentioned in the following para. However, work allocation shall be communicated by the respective Engineer-In-Charge of the areas. The contractor has to undertake any work pertaining to above issued by the Company for operation of complaint centre which may be required to be carried out over and above the work specified below for the smooth working of the complaint centre.

The contractor has to provide the qualified & experienced manpower for the smooth and effective operation of the complaint centre as per the satisfaction of the Engineer in charge and to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company finds the manpower not suitable or not up to the mark, the contractor shall deploy the alternate manpower immediately.

Further, the Company reserves the right of engaging any other agency or resorting to any other suitable means without giving any reason, to carry out these jobs in the event of necessity of the Company or the workmen of the contractor refusing to work, going on strike or for any other reason likely to lead to loss of productivity.

The Company also reserves the right to add any area and/or expansion units of existing District or delete from the scope of work so assigned to the contractor if the circumstances so warrant.

The Company and the contractor will agree to fully co-operate and ensure effective implementation of the Proposed Agreement. For the aforesaid purpose, Engineer-In-Charge of the District nominated by the Company and nominee of the contractor shall work jointly. The contractor shall keep the Company informed of the work progress as per the Company requirement in addition to timely submission of monthly reports when demanded by the Company to facilitate a review.

The detail scope of work will comprise the following:

6.1 CONTRACTOR'S SCOPE:

- a) Contractor will provide the Telephone operator services in O&M complaint centers in various divisions of Company. One seat is equal to one complaint center.
- b) Total number of T.O. in a month will be as per annexure. Rate for one number of T.O. will be settled on the basis of 8 hours shift duty per month with one weekly off. Each seat will be operated on 24X7 basis who is being referred as Telephone Operator (T.O.) from here on. Company Engineer-in-charge will inform for any increase in no. of TOs at least 30 days' notice and contractor shall arrange these changes on the date specified.
- c) The responsibilities to be undertaken by the T.O. are as follows:
 - i. Attending to customer calls and responding appropriately.

- ii. Registering No-current complaints in Complaint Register & Outage Management System (OMS) and closing the complaints with proper remarks.
 - iii. Post closure of complaint make outbound calls to customers regarding re-dressal of Complaints or any other initiative as decided by Company.
 - iv. Obtaining updated status of No-supply / break down from SCADA, Grid Substations and 11kV Break down Units
 - v. Prioritization and allocation of No-current complaints of all types to LM's.
 - vi. Prioritization and allocation of Street light complaints of all types to LM's.
 - vii. Record attendance of staff on duty and report to Divisional Heads office.
 - viii. Ensure proper functioning of computers and telephones. Report malfunctioning to the concerned authorities for timely action / rectification.
 - ix. Upkeep of complaint center and watch & ward of all equipment in the complaint center.
 - x. Update SDO's / Divisional Managers about and emergencies. Creation of daily MIS regarding the work done and submit to SDO
- d) Behavioral & Domain training to the TO's will be provided by the contractor as required and mutually agreed.
- e) A buffer of 5% manpower should be maintained by contractor, which can be activated to counter contingencies.
- f) One supervisor will be provided by the contractor. The Supervisor will supervise the overall seats in all circles of Company. He will be responsible for the attendance, quality and performance of the T.O.'s. The Supervisor will report to Head - O&M or as delegated by the Head - O&M to one of his subordinate.
- g) Qualification criteria for Telephone Operator:
- (i) Minimum educational qualification: 10+2 with First Division
 - (ii) Minimum age is 18 years
 - (iii) Good written and spoken communication skills both in Hindi and English.
 - (iv) He/She should be Computer literate and should be able to work and have knowledge of the operating software, basic application software's & is able to rectify minor hardware problems.
 - (v) He/She should be willing to work in shifts.
 - (vi) He/She should be having requisite Customer handling skills.
 - (vii) He/She should have basic telephone etiquettes.

6.2 COMPANY PROVIDED ITEMS:

- a) Provision of office space and company stationery like printed booklets, log book, registers etc.
- b) Provision of all requisite hardware and software e.g. computer with LAN connectivity, telephone lines etc.
- c) Training on OMS and knowledge of local distribution network.
- d) All communication facility at complaint centres shall be provided by the Company.

Note: Any change w.r.t. operation of the system will be intimated from time to time by the Engineer In Charge.

6.3 PERFORMANCE MEASUREMENT:

All TO's deputed by the vendor should have 100% attendance.

There should be no wrong reporting or report closures of any kind of complaints.
Overall attrition rate should be less than 15%.

T.O.'s should be rotated periodically. The same shall be worked out in consultation with the contractor.

Feedback from the Engineer In charge shall be obtained for ascertaining the performance.

Daily report will be obtained from OMS and will be shared with the concerned SDO / Senior Manager.

Following monthly reports would be published and presented to the SDO / Senior Manager and the O&M Manager of the Division:

Complaint centre wise shift-wise attendance report - Source: OMS

Complaint Centre wise wrong closure report - Source: Call centre

SDO / Senior Manager would report the quality of T.O. in a prescribed format.

6.4 PROVISION OF MOBILE PHONES

The contractor will also depute staff (Supervisor, Fitter & Lineman) with a mobile handset device. Mobile Cost included in your cost, if replacement required due to any reason (technology change, Compatibility with Software or damage or any reason as required at site), it should be replaced. SIM card shall also be provided by contractor. The monthly plan (max. Rs 299/- p.m) will be decided by Company and cost shall be borne by the bidder.

Min specification for Mobile phone:

(1) NETWORK

Technology: GSM HSP/LTE LTE

(2) DISPLAY

Type: PLSIPS

Size: 6.5inches,102.0cm2(~81.8%screen-to-bodyratio)

Resolution: 720 x 1600 pixels, 20:9 ratios (~270 ppi density)

(3) PLATFORM

OS: Android10

(4) MEMORY

Card slot microSD XC (dedicated slot)

Internal 32GB 3GB RAM, 64GB 4GRAM eMMC5.1

(5) COMMS

WLAN Wi-Fi802.11b/g/n, Wi-Fi/ Direct, hotspot

Bluetooth: Yes

7. Table-11: DT Cleaning

Following activities are covered under DT Cleaning Scope of work of vendor

S.NO.	ACTIVITY	SUB ACTIVITY
1	SINGLE/THREE PHASE METER RELATED WORKS – RELOCATION & REVAMPING	Meter replacement/shifting/relocation(Static,Group/smart)
		Installation / Replacement /Relocation / Revamping/Repl. & relocation of bus bar
		Meter gland fixing
		Meter earthing connection
		Proper fixing of hanging meter
		Meter / Meter Box / Bus Bar re-sealing
		Installation / Replacement of damaged meter box
		M-seal fixing in absence of gland
		Fixing up of meter reading chord
2	SERVICE CABLE	Laying / Replacement/Relocation of Service Line (SL)
		Re-sagging of service cable with pole/wall mounting clamps
		Repair / covering of exposed joints
3	SINGLE/THREE PHASE POLE DB	DB closing/locking
		Installation/Replacement/revamping of distribution box (DB)
		Crimping of lugs/sockets of all sizes with proper crimping tools
		Load Balancing in DB
		Proper fixing of hanging DB
		Compound filling or welding inside DB to avoid theft pilferage
		DB earthing connection
		Fixing of Shearing Nut/Bolt for Closure of DBs
		Application of Straight through joints / Kit jointing
4	BRANCH JOINT	Installation/replacement of piercing/satellite connector
		Making of damaged& New branch joint
5	ILLEGAL WIRE REMOVAL	Energization of new connection from pole where branch joint exist
		Removal of illegal wire
		Plugging of theft /pilferage points
6	SUB-STATION, FEEDER PILLAR LOCKING	Application of Armour cast taping at open points, accessible to consumer to avoid theft
		Locking of substation door, locking of feeder pillar
7	STREET LIGHT	Reporting of un-billed Street Light (if any) Street light ON during day time

8	MISCELLANEOUS WORK	Replacement of LTAB cable with armoured cables
		MCR punching in system and material reconciliation
		IGMS box installation
		Transportation of materials from store to site and return of scrap from site to store.
		Attending and closing Surveillance leads

7.1. Responsibility of Contractor

- 7.1.1 The Contractor shall be solely liable and responsible for any loss of or damage to any Goods; to be read in conjunction with penalty. Failure to follow any reasonable instructions of the Company of which the Contractor has to notice.
- 7.1.2 Maintain a material register for all the free issue materials. The relevant extract of register shall be produced for verification at the discretion of engineer-in-charge.
- 7.1.3 Arrange for proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs contemplated under this Contract. The contractor will also depute staff with a mobile handset device
- 7.1.4 Be responsible for transportation of his tools and tackles / employees from one location to another.
- 7.1.5 Provide all safety appliances, including but not limited to, safety belts, ladders, safety shoes, Safety Gloves, Helmet, Goggles, first aid box with required medicine and rain wears to its personnel.
- 7.1.6 Contractor shall submit Meter Change Report (book wise) along with summary of meter change report, old meter return docket and old materials to respective circle office on next day
- 7.1.7 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.
- 7.1.8 Return /deposit the old meters, meter box & other dismantled /Scraped material from Customer premises to our stores & fix a prescribed white sticker duly filled on old meter.
- 7.1.9 Rectify defects immediately noticed during verification & inspection and rectify the data if it found incorrect.
- 7.1.10 Deploy adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.
- 7.1.11 Appoint engineers & supervisor to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BSES. Such engineer shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.
- 7.1.12 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.
- 7.1.13 Contractor shall submit identity cards of his employees engaged in the work to Company as per the format provided by the Company. The Identity cards have to be submitted to the company within seven days of placement of order for necessary certification by the company. All identity card will be certified by the company circle manager or designated official.
- 7.1.14 Pay the taxes & duties payable to the Government or any other local authority in connection with all the work provided for in this contract.
- 7.1.15 Make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other

emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BSES against such payments.

- 7.1.16 The Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Contractors personnel shall be trained in administering the first aid
- 7.1.17 The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards field activities. Such reviews shall not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his erection methods.
- 7.1.18 All the free issue material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable abiding all the govt. norms.
- 7.1.19 The Contractor shall be responsible for making indoor storage facilities to store all items/ materials that require indoor storage at district stores.
- 7.1.20 Collect old Meter, Meter box removed during day. These materials recovered from site on each day should be deposited in the designated BSES Stores next day along with proof of MCR & Measurement Sheet and unused new meters. The Old Meters should be accompanied with Meter Change Report (MCR), Measurement Sheet and Meter Return Docket (MRD) duly filled in Soft and Hard copies.
- 7.1.21 The O&M store Management should be in line with the attached guideline & contractor has to keep one no. of computer with required no. of accessories to keep the record of incoming & outgoing materials.
- 7.1.22 Store Location & Watch and Ward:

Contractor shall inform the details store address within 07 days from date of issue of work Order. The contractor shall provide adequate security at store and will be responsible for materials issued to him. The meters should be kept in lockable room. The guideline for storage of Meter is enclosed herewith. Contractor will give authorization letter to their designated persons for issuing & returning of materials.

7. 2. CONTRACTOR SCOPE OF WORK

- 7.2.1 At all times perform fully and properly all functions required to be performed for Shifting/replacement of existing old Electro Mechanical/Electronic Meter and Meter Boxes along with other accessories/laying of service cable where ever required, as the as the Company may direct at the premises of the Company consumers.
- 7.2.2 At all times perform fully and properly all functions required to be performed for DT cleaning & meter replacement work where ever required, as the Company may direct at the premises of the Company/consumers.
- 7.2.3 Perform the replacement/shifting of Electronic Meters in accordance and full compliance with the procedures and specifications. Contractor has to complete the work in totality as per the instruction of Engineer In Charge and payment will be made on the basis of actual execution.
- 7.2.4 Perform the DT Cleaning & meter replacement work in accordance and full compliance with the procedures and specifications. Contractor has to complete

the work in totality as per the instruction of Engineer In Charge and payment will be made on the basis of actual execution.

- 7.2.5 All the services related to complete the work will be provided by you as per the instruction of engineer -in-charge.
- 7.2.6 Loading, unloading & transporting of all free issue materials up to contractors Store/Site will be done by contractor from circle store.
- 7.2.7 Loading, unloading & transporting of all surplus and old materials from Contractors Store to BSES circle store will be taken care by contractor.
- 7.2.8 Perform functions required for the Fixing, Wiring, installation and Commissioning of New meters/ replacing of Old Existing Electro Mechanical/Electronic Meters at the premises of the Company consumers at the Site always in accordance and full compliance with the procedures, standards and specifications.
- 7.2.9 Perform functions required for DT Cleaning & meter replacement/shifting work at the premises of the Company consumers at the Site always in accordance and full compliance with the procedures, standards and specifications.
- 7.2.10 O/H Service Cable sagging process & material dimension and related drawing shall be provided by Engineer in charge.
- 7.2.11 Contractor to provide photograph (Before & After) of individual meter in DT cleaning. Photograph should clearly depict meter no and, incoming and outgoing cables. Contractor shall provide photograph for Meter Replacement / shifting work also. Photographs must be provided in Pen drive/CD. Photograph must be renamed with CA/ Service Order in requisite format.
- 7.2.12 Gap in Gland and Cable will be filled with M-Seal in incoming/outgoing of Meter Terminal Gland.
- 7.2.13 Fixing of Shearing Nut/Bolt for Closure of DBs
- 7.2.14 DT Cleaning Process and Activity/Responsibility of contractor and Company will be as per document.
- 7.2.15 The Contractor shall give the confirmation of having provided personal protective equipment (PPE) to all its personnel in the format as per annexure 4.
- 7.2.16 Repairing & making of a straight through Joint.
- 7.2.17 Removal of illegal wires.
- 7.2.18 In addition to AMC staff, DT cleaning team will ensure the locking of s/stn, D.B,etc after LR work.
- 7.2.19 In addition to all above, DT cleaning team will act as internal surveillance team and will ensure to safeguard all the network element to avoid any theft of electricity 24x7 throughout the year.

7.3. COMPANY's Obligations:

- 7.3.1 Company shall provide in advance or on daily basis the list of consumers containing for the meters to be replaced on daily basis.
- 7.3.2 Company shall provide in advance the list of DT/ Sites on daily basis.
- 7.3.3 Accept old meters, meters boxes & other materials in the respective circle stores between 0900 Hrs to 1900 Hrs on daily basis. However, the timings can be extended as per the requirement of work.

Company shall issue following material free of cost to be used in scope of work;

- a) Meter with terminal cover
- b) Meter box
- c) Cable
- d) Seals
- e) Holograms
- f) Junction boxes
- g) Distribution boxes (Bus bar chambers)
- h) Copper flexible wire

- i) PVC steel reinforced conduit
- j) Sealing wire
- k) Cable Jointing kit
- l) GI wire
- m) MCR books
- n) Cable glands
- o) Earth Bus Bar & any other material required to complete the job.
- p) The contractor can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.

7.4. EXECUTION PROGRAM AND CO-ORDINATION PROCEDURE

The Contractor hereby confirms and undertakes the full responsibility of the assigned works for carrying out the METER REPLACEMENT / METER SHIFTING / DT CLEANING covered under the area in BSES.

The detail of works to be carried out by the Contractor is as mentioned in the scope of work.

However; work allocation shall be communicated by the respective DGM / officer concern of the areas. The Contractor also agrees to undertake any METER REPLACEMENT / METER SHIFTING / DT CLEANING WORK issued by the Company which may be required to be carried out over and above the work highlighted in the scope of work for the smooth working of the system.

- 1 Contractor shall deploy adequate number of skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs are completed in time.
- 2 Contractor shall submit to the Company written detailed execution plan and manpower deployment plan on weekly basis, which shall match with the weekly meter replacement & DT Cleaning activity plan of the company provided to the contractor.
- 3 Company Representative may accompany the Contractors personnel during installation for ensuring access to Site, sealing of Meters and Metering Box and for taking over.
- 4 The Contractor shall submit to the Company's representative at Site a report that sets out in detail the jobs carried out. The Company's representative at Site shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that modifications/corrections need to be carried out then Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications / corrections. The Engineer -in Charge shall certify the report within 24 Hours after its submission.
- 5 On satisfactory completion of above the Company's representative shall inspect the site and certify the completion on measurement sheet

7.5. PROPER AVAILABILITY OF T&P:

Contractor shall provide Manpower as mentioned in each division with adequate tools & tackles in their allotted division for carrying out work of "DT Cleaning" for the given period.

-Proper Availability of Tools and Plants (T&P):

The contractor shall provide adequate T&P to their staff. The contractor shall provide all tools in the beginning of contract and shall ensure the proper availability of tools and tackles. These tools shall be of standard make only. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

- PPE's and their uses

All safety wears required for the Contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work.

Contractor must provide PPEs of BSES approved specifications / make only.
Contractor has to ensure the quantity and quality of PPEs and continuous uses of following PPE's by his staff.

User and safety department should ensure to compliance of PPEs as above in field by contractor & his employees.

Table-12 LT APFC Panel Maintenance: The activities covered for LT APFC Panel Maintenance are as under

S. No	Activities
1	Cleaning of all the terminals and capacitors installed in LT APFC Panel.
2	Replacement/Maintenance of capacitor unit as per requirement.
3	Replacement/Maintenance of controller and related accessories as per requirement.
4	Carry out visual inspection on site.
5	Take required permit for maintenance of APFC.
6	Check the power factor on the meter installed on APFC panel and also on the energy audit meter installed in substation. The 02 values should match.
7	Do the visual inspection of capacitors and check for any faulty capacitor or components. If any capacitor or components found faulty then keep the capacitor MCCB off.
8	Check the healthiness of all the capacitors. Check the current reading for the capacitors in service and check capacitance for MCCB tripped cases. Measure and note down Capacitor current. Kindly ensure if the capacitor is discharged properly before checking the capacitance. Capacitor can be discharge by suitable discharge rod.
9	Check the status of cooling fans and ensure functionality
10	Downloading of parameters from the controller relay and sharing with engineer incharge on monthly basis.
11	Replace the faulty parts or capacitors with the available spares and also check connections of all the components.
12	Check whether the power data logger (PDL), automatic power factor controller and the ammeter are working properly.
13	Make a list of faulty components / capacitors which can be replaced whenever the spares are available
14	Ensure proper locking of all the Lt APFC panel to avoid any theft using SS Strip.
15	Any other activity required to ensure the functionality of 99% or above.
16	Relocation/replacement of LT APFC panel as per instruction of engineer in charge.

All the spares required for maintenance of LT APFC panel shall be provided by the Company. However, T&P required shall be provided by contractor along with transportation of Man and material.

Bidder shall furnish the details of manpower to be deployed per the format below.

BYPL

Circle	Division	Safety Supervisor	HT Breakdown			LT Breakdown		FLC		S/STN Maintenance			Sub Division				Street Light		DT Cleaning		Patroller
			Fitter	LM	ALM	LM	ALM	LM	ALM	Fitter	LM	ALM	Supervisor	T.O.	LM	ALM	LM	ALM	LM	ALM	
Central	CCK																				
Central	DRG																				
Central	PHG																				
Central	PNR																				
Central	SRD																				
Central	Total																				
North East	GTR																				
North East	KWN																				
North East	NNG																				
North East	YVR																				
North East	Total																				
South East	KKD																				
South East	KNR																				
South East	LNR																				
South East	MVR																				
South East	VSE																				
South East	Total																				

Annexure: V-I-C: UNIT RATE BASED LINE ITEMS 11 KV O&M

S. No	Activity Description	UOM	Unit Rate
1	Minor Civil Works as per CPWD Specifications		
1.1	Fabrication work using MS steel (for any type & as per drawing, specification provided by BSES) including all consumables i.e. welding rods, supplying and providing 2 coats of red oxide primer and one coat of aluminium paint, nuts, bolts and washers. All type frames, structure, clamps etc. Steel shall be provided by Contactor.	KG	As per DSR rates
1.2	Supply and Laying of GI pipe 6" dia 2nd class ISI mark for crossing the various nallah on route including supply and fabrication of support of M.S. channel/Angle with petty masonry work for grouting of support. Badarpur stone ballast, cement and bricks shall be supplied by the contractor.	M	
1.3	Supply and Laying of GI pipe 6" dia 2nd class ISI mark for crossing the various nallah.	M	
1.4	Providing, supplying and laying minimum 150 mm thick gravel filling after cleaning and levelling of site. Size of gravel should be between 20mm including dressing, compacting etc. All stone used shall be granite stone free from dirt or organic material.	CUM	
1.5	Enlargement of holes in the bottom plate of the H.T. switch gear for cable entry (Reqd. for jointing purposes).	EA	
1.6	Providing and Fabrications of wooden cleats for supporting LT S/C cable from transformer to LT board with suitable size of holes as required. (Material will be supplied by the contractor)	EA	
1.7	Providing and Fabrications of wooden cleats for supporting HT cable from Transformer to H.T. Switchgear with suitable size of holes as required. (Material will be supplied by the contractor). Cleats with single hole for HT cable	EA	
1.8	Providing and Fabrications of wooden cleats for supporting HT/LT underground cable with suitable size of holes as required on Pole. (Material will be supplied by the contractor).	EA	
1.9	Making of masonry plinth for placing the transformer with 90cm height above the ground level and 30cm below ground complete with bricks, cement, badarpur in the ratio of 1:6 and duly plastered on all sides Plinth to be provided with 75mm PCC layer on top.	CUM	
1.10	Minor repairing of existing Plinth of any size for placing the transformer. Material will be supplied by the Contractor.	EA	
1.11	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth in cement mortar 1:6 (1 cement : 6 coarse sand)	CUM	
1.12	15mm cement plaster on rough side of single or half brick wall of mix 1:4 (1 cement : 4 fine sand)	SQM	
1.13	Repairing and strengthen of existing fencing structure.	EA	
1.14	Providing Aluminium Bus Bars as per site condition. - 800 Amp.	EA	
1.15	Providing Aluminium Bus Bars for as per site condition. - 1250 Amp.	EA	
1.16	Providing Aluminium Bus Bars for as per site condition. - 2000 Amp.	EA	
1.17	Concreting with 1:4:8 mix complete in all respect.	CUM	
1.18	Concreting with 1:2:4 mix complete in all respect.	CUM	
1.19	Concreting with 1:3:6 mix complete in all respect.	CUM	
1.20	Brick padding including material per pole	EA	
1.21	Painting of Package substation/kiosk by using spray machine (Paint provided by Company)	EA	
1.22	Providing & fixing of Doors and Plinth Sheet of Feeder Pillars/service pillars for any type of pillars (size of 14 gauge sheet)(without paint).	SQM	

1.23	Painting of Feeder Pillars Type A/B using spray machine	EA	
1.24	Cutting & Finishing of GI Pole with Gas Cutter for street light pointing	EA	
1.25	Providing Shed on Equipment installed in Outdoor S/STN. Shed shall be made of Metro Sheet with appropriate thickness. Supply of shed shall be in Vendor Scope. All the Hardware except sheet and nut bolt shall be provided by Company.	SQM	
2	Earth pit including connection with existing earthing as well as equipment. (Material required for earthing shall be provided by the Company) (Chargeable after new earthing provided on 20% of the existing equipment like DT, RMU, LT ACB & Pole, S/STN etc per circle per annum)	EA	

Note -

Minor civil work shall be done as per the direction of engineer in charge post approval from respective circle head. The value of all such works shall be limited to Rs 1 lakh per month per circle.

Annexure: V-I-D LIST OF TOOLS & PLANTS AND PPE

Following T&P is required to be available with Contractor for 11 kV O&M

(A) Division Level Tools				
S. No.	Description	Unit	Quantity	Life Cycle
Article A				
1	Company Labelled Safety Jacket		For all AMC Manpower	01 Year
Article B				
1	TRANSFORMER OIL TESTING MACHINE (BDV)	Nos.	1	03 Years
2	WELDING SET	Nos.	1	03 Years
3	CHAIN PULLEY BLOCK (2 TONNES)	Nos.	1	03 Years
4	IMPACT DRILL M/c 24"	Nos	1	03 Years
5	DANGI FOR REMOVAL OF SMALL BRANCHES OF TREES	Nos	1	03 Years
6	PNEUMATIC JACK HAMMER	No.	1	03 Years
7	EARTH RESISTANCE TESTER (DIGITAL) - CLAMP TYPE	Nos	1	03 Years
8	GI WIRE CUTTER	Nos	1	03 Years
9	Anvil	Nos	1	03 Years
10	BED DRILL MACHINE WITH DRILL BITS SIZE 05 & 075"	Nos	1	03 Years
11	BENCH VICE	Nos	1	03 Years
12	G I BUCKET	Nos	1	03 Years
13	HAND PUMP FOR TRANSFORMER OIL	Nos	1	03 Years
14	BRUSH CUTTER WITH ATTACHMENTS (BRUSH CUTTER, WEEDER ATTACHMENT, CROP COLLECTOR,2 ARRI ATTACHMENT)	Nos	1	03 Years
15	WELDING SET	Nos	1	03 Years
16	HOOOK CHOOK MACHINE	Nos	1	03 Years
17	ELECTRICAL PUMP FOR WATER – TO PUMP OUT WATER	Nos	1	03 Years

(B) SUB-DIVISION LEVEL TOOLS & Equipment (For SD Maintenance Teams)						
S. No.	Description	Unit	Quantity	Suggestion	Life Cycle	Remarks
Article A						
1	Safety SHOES (RUBBER SOLE WITH 1" THICKNESS)	Pair	1	Per AMC employee	01 Year	
2	Rain Coat	Nos	1	Per AMC employee	03 Years	
3	Gum Boot	Nos	1	Per AMC employee	03 Years	On Need basis subject to approval
4	Anti-Cut Gloves	Set	1	Per Line Man	Yearly/On damaged	
5	Safety Goggles	Nos	1	Per AMC employee	01 Year	

6	Safety Helmet	Nos	1	Per AMC employee	3 years or damaged / after impact	
7	RUBBER HAND GLOVES (15 KV tested)	Pair	1	Per Line Man	06 Months/ On damages	
8	Safety Cone (PVC)	Nos	10		03 Years	
9	Safety/Caution Tape	Mtrs	50		03 Years	
Article B						
1	SAFTEY ROPE & BELT (Nylon grade)	Nos	1	Per Line Man	03 Year or damage	
2	TOOL BAG	Nos	1	Per Line Man	02 Year	
3	ALLEN KEY SET (COMPLETE)	Nos	1		03 Year	
4	MANUAL CRIMPING TOOL (10 SQ MM TO 50 SQ MM)	Nos	1	Per Line Man	03 Year	
5	FULL ROUND FILE 12"	Nos	1	Per Lineman	03 Year	
6	FLAT FILE 12"	Nos	1	Per Lineman	03 Year	
7	KNIFE	Nos	1	Per Lineman	03 Year	
8	SCREW DRIVER (Both ways of size 6")	Nos	1	Per Lineman	03 Year	
9	INSULATED CUTTING PLIER 6"	Nos	1	Per Lineman	03 Year	
10	NOSE PLIER 6"	Nos	1	Per Lineman	03 Year	
11	CABLE SEMICON SCREEN REMOVAL TOOLS	Nos	1	Per Line Man	03 Year	Applicable for HVDS Area Only
12	LTAB CORE SEPARATOR TOOL	Nos	1	Per Line Man	03 Year	
13	TORCH (RECHARGABLE BATTERY OPERATED)	Nos	1	Per Line Man	03 Year	Need Discussion
14	LINE TESTER FOR LT	Nos	1	Per Line Man	03 Year	
15	ONLINE TESTER FOR HT	Nos	1	Per Line Man	03 Year	
16	HACKSAW FRAME	Nos	1	Per Line Man	02 Year	
17	TEST LAMP	Nos	1	Per Line Man	01 Year	
Article C						
1	Digital/Motorised Insulation Resistance Tester (5000 V) with facility of testing voltage selection from 1000V to 5000V	Nos	1	Should be of reputed make	03 Years	Sub Division/Division
2	TOOL BOX (MS)	Nos	1		03 Years	
3	Hydraulic CRIMPING TOOL (95 SQ MM TO 300 SQ MM)	Nos	1		03 Years	
4	Hydraulic Crimping Tools (300 SQ MM TO 630 SQ MM)	Nos	1		03 Years	

5	BOX SPANNER SET with All size Sockets	SET	1		03 Years	
6	RING SPANNER SET	SET	1		03 Years	
7	D. E. SPANNER Set	SET	1		03 Years	
8	Torque Wrench (40 to 100 N-m)	Nos	1		03 Years	
9	INSULATED CUTTING PLIER 8"	Nos	1		03 Years	
10	SCREW DRIVER SET (Insulated, 06 to 18 inch)	SET	1		03 Years	
11	PIPE WRENCH 18"	Nos	1		03 Years	
12	Extension Board with 15 meter wire	Nos	1		03 Years	
13	FRP Foldable Ladder 30'	Nos	2		03 Years	
14	ROPE FOR POLE SUPPORTING - Nylon grade	Nos	1		03 Years	
15	Rollers for Pulling of LTAB/HTAB Cables	Nos	4		03 Years	
16	HAMMER 10 KGS (CULTCH HAMMER)	Nos	1		03 Years	
17	HAMMER 8 LBS	Nos	1		03 Years	
18	CHIESEL 8"	Nos	1		03 Years	
19	MULTIMETER (Clamp On Type meter)	Nos	1	Reputed Make only	02 Year	
20	BLOW LAMP WITH CYLINDER	Nos	1		03 Years	
21	HOT AIR BLOWER	Nos	1		03 Year	
22	WINCH MACHINE (0.5 T)	Nos	1		03 Years	
23	WINCH MACHINE (2 T)	Nos	1		03 Years	For HVDS Area Only
24	Cutter/Grinder (A.C.) 4.5"	Nos	1		03 Years	
25	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	Set	1		03 Years	
26	SPADE	Nos	1		03 Years	
27	PICKAXE	Nos	1		03 Years	
28	GULLA	Nos	1		03 Years	
29	CROW BAR	Nos	1		03 Years	
30	HAND PUMP FOR TX OIL	Nos.	1		03 Years	
31	ALCO METER (BREATHE ANALYZER)	Nos	1		03 Years	
32	DANGI FOR REMOVAL OF SMALL TREE BRANCHES	Nos	2		03 Years	
33	DRAW VICE	Nos	2		03 Years	
34	EARTH TESTER	Nos	2		03 Years	
35	HAND DRILL MACHINE	Nos	1		03 Years	
36	RICKSHAW	Nos	1		03 Years	
37	T HANDLE SOCKET WRENCH (NO 10 TO 14)	Nos	1		03 Years	

38	WOOD CUTTER (AXE/DAO)	Nos	1		03 Years	
39	LED TRAFFIC BATON TORCH	Nos	1		03 Years	

(C) TOOLS FOR BREAK-DOWN TEAM						
S. No.	Description	Unit	Available Quantity	Suggestion	Life Cycle	Remarks
Article A						
1	Safety SHOES (RUBBER SOLE WITH 1" THICKNESS)	Pair	1	Per AMC employee	01 Year	
2	Gum Boot	Nos	1	Per AMC employee	03 Years	On Need basis subject to approval
3	Anti Cut Gloves	Set	1	Per Line Man	03 Years	
4	Safety Goggles	Nos	1	Per ALM	Yearly/On damaged	
5	Safety Helmet with Torch and Face vice	Nos	1	Per Fitter/Lineman	01 Year	
6	Safety Helmet	Nos	1	Per ALM	3 years or damaged / after impact	
7	RUBBER HAND GLOVES (15 KV tested)	Pair	1	Per Line Man	06 Months/ On damages	
8	Safety Cone	Nos	10		03 Years	On Need basis subject to approval
9	Safety Tape	Mtrs	50		03 Years	On Need basis subject to approval
10	SAFETY CHAIN (BRASS) – SPECIFICATION	Nos	1			
11	BARRICADE	Nos	2			
12	REFLECTIVE SAFETY JACKETS	Nos	1			
13	LED TRAFFIC BATON TORCH	Nos	1			
Article B						
1	Digital/Motorised Insulation Resistance Tester (5000 V) with facility of testing voltage selection from 500V to 5000V	Nos	1			
2	TOOL BOX	Nos	1		03 Years	
3	D. E. SPANNER	SET	1		03 Years	
4	ALLEN KEY SET (COMPLETE)	Nos	1		03 Years	
5	BOX SPANNER SET WITH ALL SOCKET	SET	1		03 Years	

6	Ring SPANNER SET	SET	1		03 Years	
7	TORQUE WRENCH (40 to 100 N-m)	Nos	1		03 Years	
9	HYDRAULIC CRIMPING TOOL (95 SQ MM TO 300 SQ MM)	Nos	1		03 Years	
10	ADJUSTABLE WRENCH 18"	Nos	1		03 Years	
11	PIPE WRENCH 18" and 12"	Nos	1		03 Years	
12	SCREW DRIVER - 2 NOS(OFF SIZES 10' AND 18")	SET	1		03 Years	
13	INSULATED CUTTING PLIER 8"	Nos	1		03 Years	
14	RECHARGABLE BATTERY OPERATED TORCH	Nos	2		03 Years	
15	ON LINE TESTER HT	Nos	1		03 Years	
16	LINE TESTER LT	Nos	1		03 Years	
17	HACKSAW FRAME	Nos	1		02 Year	
18	KNIFE	Nos	1		03 Years	
19	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	SET	1		03 Years	
20	TEST LAMP	Nos	1		01 Year	
21	HAMMER 8 LBS	Nos	1		03 Years	
22	CHIESEL 8"	Nos	1		03 Years	
23	FRP Foldable Ladder 30'	Nos	1	Mounted on vehicle	03 Years	
24	SAFTEY ROPE & BELT	Nos	2		03 Year or damage	
25	ROPE FOR POLE SUPPORTING -1 NO. WITH B/D VAN	Nos	1		03 Year or damage	
26	CAUTION BOARD (FLOURESCENT)	Nos	3		03 Years	
27	DISCHARGE ROD 11KV	Nos	1		03 Years	
28	HEAD LAMP	Nos	1		03 Years	
29	HALF ROUND FILE 12"	Nos	1		03 Years	
30	MANUAL CRIMPING TOOL (25 SQMM TO 50 SQ MM)	Nos	1		03 Years	
31	NOSE PLIER 6"	Nos	1		03 Years	
32	POLLUTION MASK	Nos	1		03 Years	

(D) TOOLS FOR FLC

S. No.	Description	Unit	Quantity	Suggestion	Life Cycle	Remarks
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Article A						
1	SHOES (RUBBER SOLE WITH 1" THICKNESS)	Pair	1	Per AMC Manpower	01 Year	
2	Safety Helmet	Nos	1	Per AMC Manpower	3 years or damaged / after impact	
3	Safety Goggles	Nos	1	Per AMC employee	Yearly/On damaged	
4	RUBBER HAND GLOVES (15 KV tested)	Pair	1	Per Line Man	06 Months/ On damages	
Article B						
1	TOOL BAG	Nos	1		02 Years	
2	TORCH (RECHARGABLE BATTERY OPERATED)	Nos	1		03 Years	
3	ONLINE TESTER FOR HT	Nos	1		03 Years	
4	LINE TESTER LT	Nos	1		03 Years	
5	SCREW DRIVER - 2 NOS(OF SIZES 10' AND 18")	SET	1		03 Years	
6	D. E. SPANNER SET	SET	1		03 Years	
7	ALLEN KEY SET (COMPLETE)	Nos	1		03 Years	
8	ADJUSTABLE WRENCH 18"	Nos	1		03 Years	
9	INSULATED CUTTING PLIER 8"	Nos	1		03 Years	
10	HACKSAW FRAME	Nos	1		03 Years	
12	TEST LAMP	Nos	1		03 Years	
13	KNIFE	Nos	1		03 Years	
14	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	SET	1		03 Years	

(E) TOOLS FOR LINEMAN/FITTER IN SUB STATION MAINTENANCE TEAM						
S. No.	Description	Unit	Quantity	Suggestion	Life Cycle	Remarks
Article A						
1	Safety SHOES (RUBBER SOLE WITH 1" THICKNESS)	Pair	1	Per AMC employee	01 Years	
2	Gum Boot	Nos	1		03 Years	On Need basis subject to approval of Divisional Head

3	Anti Cut Gloves	Set	1	Per Line Man	Yearly/On damaged	
4	Safety Goggles	Nos	1	Per AMC employee	01 Years	
5	Safety Helmet	Nos	1	Per AMC employee	3 years or damaged / after impact	
6	RUBBER HAND GLOVES (15 KV tested)	Pair	1	Per Line Man	Half Yearly/On damage	
7	Safety Cone	Nos	10	Per Team	03 Years	
8	Safety Tape	Mtrs	50	Per Team	03 Years	
9	SAFTEY CHAIN (BRASS) – SPECIFICATION	Nos	1			
10	SAFETY BELT/FULL BODY HARNESS	Nos	1			
11	REFLECTIVE SAFETY JACKETS	Nos	1			
12	LED TRAFFIC BATON TORCH	Nos	1			
13	DISPLAY BOARD INDICATING “MAINTENANCE TEAM WORKING” ALONG WITH NAME OF VENDOR COMPANY & PHONE NO.	Nos	2			

Article B

1	NYLON SAFTEY ROPE & Safety Belt	Nos	1	Per Lineman	03 Year or damage	
2	TOOL BAG	Nos	1	Per Lineman	02 Year	
3	ADJUSTABLE WRENCH 18"	Nos	1	Per Line Man	03 Years	
4	MANUAL CRIMPING TOOL (10 SQ MM TO 50 SQ MM)	Nos	1	Per Line Man	03 Years	
5	SCREW DRIVER SET (Insulated from 06 ro 18 inch)	Nos	1	Per Lineman	03 Years	
6	INSULATED CUTTING PLIER 6"	Nos	1	Per Lineman	03 Years	
7	HALF ROUND FILE 12"	Nos	1	Per Lineman	03 Years	
8	FLAT FILE 12"	Nos	1	Per Lineman	03 Years	
9	KNIFE	Nos	1	Per Lineman	03 Years	
10	HACKSAW FRAME	Nos	1	Per Lineman	03 Years	
11	LINE TESTER FOR LT	Nos	1	Per Lineman	03 Years	
12	ONLINE TESTER FOR HT	Nos	1	Per Lineman	03 Years	
13	TEST LAMP	Nos	1	Per Lineman	01 Years	

Article C

1	TOOL BOX (MS)	Nos	1	Per Maintenance Team	03 Years	
2	HYDRAULIC CRIMPING TOOL (95 SQ MM TO 300	Nos	1	Per Maintenance	03 Years	

	SQ MM)			Team		
3	HYDRAULIC CRIMPING TOOL (300 SQ MM TO 630 SQ MM)	Nos	1	Per Maintenance Team	03 Years	
4	ALLEN KEY SET (COMPLETE)	Nos	1	Per Maintenance Team	03 Years	
5	STAR ALLEN KEY SET (COMPLETE)	Set	1	Per Maintenance Team	03 Years	
6	BOX SPANNER SET WITH ALL SIZE SOCKETS	SET	1	Per Maintenance Team	03 Years	
7	RING SPANNER SET	SET	1	Per Maintenance Team	03 Years	
8	D. E. SPANNER Set	SET	1	Per Maintenance Team	03 Years	
9	TORQUE WRENCH (40 to 100 N-m)	Nos	1	Per Maintenance Team	03 Years	
10	PIPE WRENCH 18"	Nos	1	Per Maintenance Team	03 Years	
11	INSULATED CUTTING PLIER 8"	Nos	1	Per Maintenance Team	03 Years	
12	EXTENSION BOARD WITH 15 MTR WIRE	Nos	1	Per Maintenance Team	03 Years	
13	MULTIMETER (Clamp On Type meter)	Nos	1	Per Maintenance Team	02 Year	
14	BLOW LAMP WITH CYLINDER	Nos	1	Per Maintenance Team	03 Years	
15	HOT AIR BLOWER	Nos	1	Per Maintenance Team	03 Years	
16	CUTTER/GRINDER (AC) 4.5"	Nos	1	Per Maintenance Team	03 Years	
17	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	Set	1	Per Maintenance Team	03 Years	
18	FRP FOLDABLE LADDER 30'	Nos	1	Per Maintenance Team	03 Years	
19	HAMMER 8 LBS	Nos	1	Per Maintenance Team	03 Years	

20	CHIESEL 8"	Nos	1	Per Maintenance Team	03 Years	
21	DANGI FOR REMOVAL OF SMALL BRANCHES OF TREES	Nos	1	Per Maintenance Team	03 Years	
22	SPADE	Nos	1	Per Maintenance Team	03 Years	
23	PICKAXE	Nos	1	Per Maintenance Team	03 Years	
24	CAUTION PLATE (FLOURESCENT)	Nos	3	Per Maintenance Team	03 Years	
25	DISCHARGE ROD 11KV	Nos	1	Per Maintenance Team	03 Years	
26	HEAD LAMP	Nos	1	Per Maintenance Team	03 Years	
27	NOSE PLIER 6"	Nos	1	Per Maintenance Team	03 Years	
28	POLLUTION MASK	Nos	1	Per AMC employee	03 Years	
29	RECHARGEABLE LED TORCH — 5W	Nos	1	Per Maintenance Team	03 Years	

(F) TOOLS FOR LINEMAN IN COMPLAINT CENTER						
S. No.	Description	Unit	Available Quantity	Eligibility	Life Cycle	Remarks
Article A						
1	Safety SHOES (RUBBER SOLE WITH 1" THICKNESS)	Pair	1	Per AMC employee	01 Years	
2	Rain Coat	Nos	1	Per AMC employee	03 Years	
3	Gum Boot	Nos	1	Per AMC employee	03 Years	As per need after approval
4	Anti Cut Gloves	Set	1	Per Line Man	Yearly/On damaged	
5	Safety Goggles	Nos	1	Per AMC employee	01 Years	
6	Safety Helmet with torch	Nos	1	Per AMC employee	3 years or damaged / after impact	
7	RUBBER HAND GLOVES (15 KV tested)	Pair	1	Per Line Man	Half Yearly/On damage	
8	Safety Cone	Nos	10	Per Team	03 Years	
9	Safety Tape	Mtrs	10	Per Team	03 Years	

10	SAFETY BELT/FULL BODY HARNESS	Nos	1			
11	LED TRAFFIC BATON TORCH	Nos	1			
12	DISPLAY BOARD INDICATING "MAINTENANCE TEAM WORKING" ALONG WITH NAME OF VENDOR COMPANY & PHONE NO.	Nos	2			
Article B						
1	TOOL BAG	Nos	1	Per Team	02 Year	
2	D. E. SPANNER	SET	1	Per Team	03 Years	
3	RING SPANNER SET	Nos	1	Per Team	03 Years	
4	SCREW DRIVER SET	Nos	1	Per Team	03 Years	
5	ALLEN KEY SET (COMPLETE)	Nos	1	Per Team	03 Years	
6	ADJUSTABLE WRENCH 18"	Nos	1	Per Team	03 Years	
7	PIPE WRENCH 18"	Nos	1	Per Team	03 Years	
8	INSULATED CUTTING PLIER 8"	Nos	1	Per Team	03 Years	
9	MANUAL CRIMPING TOOL (10 sq.mm to 50 sq. mm)	Nos	1	Per Team	03 Years	
10	ON LINE TESTER HT	Nos	1	Per Team	03 Years	
11	LINE TESTER LT	Nos	1	Per Team	03 Years	
12	KNIFE	Nos	1	Per Team	03 Years	
13	NOSE PLIER 6"	Nos	1	Per Team	03 Years	
14	HACKSAW FRAME	Nos	1	Per Team	03 Years	
15	TORCH (RECHARGABLE BATTERY OPERATED)	Nos	1	Per Team	03 Years	
16	TEST LAMP	Nos	1	Per Team	01 Years	
17	Multi Meter (Clamp Meter)	Nos	1	Per Team	02 Year	
18	FRP LADDER 21'	Nos	1	Per Team	03 Years	
19	LTAB Core Separator Tools	Nos	1	Per Team	03 Years	
20	SAFTEY ROPE with Belt	Nos	1	Per Team	03 Year or damage	
21	SAFTEY CHAIN (BRASS)	Nos	1	Per Team	03 Years	
22	FULL ROUND FILE 12"	Nos	1	Per Lineman	03 Years	
23	FLAT FILE 12"	Nos	1	Per Lineman	03 Years	
24	CAUTION PLATE (FLOURESCENT)	Nos	2	Per Team	03 Years	
25	CHIESEL 8"	Nos	1	Per Lineman	03 Years	
26	DISCHARGE ROD FOR LT	Nos	1	Per Lineman	03 Years	
27	HAMMER 8 LBS	Nos	1	Per Team	03 Years	
28	HEAD LAMP	Nos	1	Per Team	03 Years	
29	POLLUTION MASK	Nos	1	Per AMC Manpower		

List of Tools required to be of specified Make:

S. No	Tools	Make
1	TRANSFORMER OIL TESTING KIT(BDV)	KRINO's/NDLPOWERLTD.
2	HANDHELDHYDRAULICCRIMPINGTOOL(25SQM Mto95SQMM)	SIGMA/3D/RAYCHEM/JAINSON/DO WELL
3	INSULATION RESISTANCE TESTER(MEGGERHV—2.5/5KV)	FLUKE/MEGGERRISH /MOTWANI / ABH/WACCO
4	INSULATION RESISTANCE TESTER(MEGGERLV—SOOV)	FLUKE/MEGGERRISH /MOTWANI / ABH/WACCO
5	HANDDRILL Machine	BOSCH
6	HYDRAULIC CRIMPING MACHINE— (150,300&630)SQMM	SIGMA/3D/RAYCHEM/JAINSON/DOW ELL
7	CLIP-ON METER	MECO/MOTWANI/ RISHABH
8	LINETESTER(HT & LT)	TAPARIA/STANLEY

Calibration Test Certificate of all the testing instruments shall be submitted as and when required.

NOTE: Any other Tools & Tackles required to carry out the work shall be available with the Contractor and the same shall be provided. The required T&P shall be of duly ISI marked or as per specified make of specifically mentioned tools.

List of Instruments with calibration certificate to be submitted and the same shall be re-calibrated before expiry of validity.

S. No	List of Instrument
1	Insulation Resistance Tester
2	Hi-POT Set (PC Set)
3	Chain Pulley Block
4	Tree Pruner
5	Earth Tester
6	Welding Sets
7	Hot Air Blower
8	MULTIMETER
9	CRIMPING TOOL
10	TRANSFORMER OIL TESTING KIT (BDV)
11	HAND HELD HYDRAULIC CRIMPING TOOL (25 SQMM to 95 SQMM)
12	INSULATION RESISTANCE TESTER (MEGGER HV — 2.5/5KV)
13	INSULATION RESISTANCE TESTER (MEGGER LV — 500V)
14	HAND DRILL MACHINE
15	HYDRAULIC CRIMPING MACHINE — (150, 300 & 630) SQMM
16	CLIP ON METER
17	LINE TESTER (LT)
18	LINE TESTER (HT)

Vendor has to submit duly filled format (enclosed as Annexure –A) for below mentioned instrument

Annexure A

Tender
Enquiry
No. -

Testing/Measuring Instrument								
Name of Vendor								
Sr. No.	Description of Instruments	Instrument Make	Serial No. Of Instrument	Qty	Year of Manufacturing	Calibrated (Y/N)	Calibration Validity Date	Working Status
1								
2								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

Annexure: V-I-E VEHICLE REQUIREMENT

Circle	Division	Sub Division	CNG Vehicle 24 Hrs	CNG Vehicle 12 Hrs	Big Vehicle	Crane/Hydra
Central	5	15	20	12	For material movement from main store to divisional store, Division Store to site, returning of remaining material from site to division store and returning of scrap material from division to Scrap Store. As per Requirement	As per Requirement
North East	4	13	17	10		
South East	5	18	23	12		
Total	14	46	60	34		

Note: - All vehicles shall be provided along with drivers.

Annexure: V-I-F- CHECK LIST FOR 11KV O&M BILL

S. No.	Description/Documents	Page No. (To be filled by contractor)	Remarks
1	Bill/ Invoice No.& Date		
2	Date of start of work		
3	Date of completion of work		
4	Undertaking for Minimum Wages Compliances		
5	Undertaking for GST Compliance		
6	Undertaking for Statuary Compliances		
7	PF & ESI Challan		
8	Bank Statement for PF,ESI and GST Debits		
9	Score & Penalty (if any) for previous month as per score card		
10	Measurement sheet for unit rate based line items (If applicable)		
11	Penalty (if any) for delay in replacement of Power Transformer		
12	Any other documents as per BYPL requirement/ Contract Terms		

Part –II METER INSTALLATION & RELATED WORKS

Annexure – V-II-A: STANDARD INSTALLATION PRACTICE

STANDARD INSTALLATION PRACTICE WITH QUALITY, PPE & TOOLS, Photographs

Following Standard Personal Protective Equipment (PPE's) shall be provided by the contractor & shall be available with working manpower at any point of time:

- 1. SAFETY PERSONAL PROTECTIVE EQUIPMENTS (PPE's)**
 - i. SAFETY HELMET WITH VISOR & Live Line Detector (IS :2925-1984, EN: 166 CE MARKED)
 - ii. GOGGLES
 - iii. SAFETY SHOES (IS:15298), Composite Toe work ISI marked Boots (Static Proof)
 - iv. INSULATED GLOVES (EN:60903 CE MARKED)
 - v. DOUBLE SAFETY ROPE WITH LATCH SYSTEM AND THIGH PROTECTION (EN 361:2002/ EN 358: 2000/IS: 3521:1991/2002)
 - vi. LADDER (FOLDABLE TYPE 2/3/4 LAYER)
 - vii. RUBBER MAT (FOR SHOCK RESISTANT UPTO 11KV)
 - viii. SAFETY FIELD BARRIERS WITH CONES
 - ix. REFLECTIVE SAFETY JACKET
 - x. FIRST AID BOX
 - xi. TOOLS WITH PROPER INSULATION (ISI marked)
 - xii. FIRE EXTINGUISHER
 - xiii. EARTHING ROD
 - xiv. EARTHING CHAINS & SHORTING LEADS
- 2. Tool & Tackles:** Following Standard Tools & Tackles shall be provided by the contractor & shall be available with working manpower at any point of time:
 - i. INSULATED PLIER
 - ii. WIRE STRIPPING PLIER
 - iii. SCREW DRIVER SET
 - iv. INSULATED SPANNER SET
 - v. SEAL PUNCHING PLIER
 - vi. CRIMPING TOOL WITH DIE SET
 - vii. CUTTER
 - viii. DRILL MACHINE (HAMMER)
 - ix. DRILLING BIT SET
 - x. CABLE BENDING TOOL
 - xi. HAMMER
 - xii. PRE DEFINE TORQUE SCREW DRIVER
 - xiii. PHASE TESTER
 - xiv. TOOL BOX/ BAG
 - xv. DOUBLE TEST LAMP
 - xvi. MEASURING TAPE

- xvii. TORCH/ EMERGENCY LIGHT
- xviii. HACKSAW BLADE WITH EXTRA BLADES
- xix. ALLEN KEY SET
- xx. SOCKET SET
- xxi. WELDING MACHINE FOR HT WORK.
- xxii. THREE PHASE RESISTIVE EXTERNAL LOAD FOR METER TESTING.
- xxiii. HAMMER DRILL MACHINE.

3.0 STANDARD METER INSTALLATION PRACTICE

Contractor shall ensure to carry out the activities as per the details provided below.

3.1 INSTALLATION AT PREMISES:-OUT SIDE

- i. Meter should be installed within permissible height (5 ft to 6 ft).
- ii. Earthing is mandatory on both end (i.e. meter end and pole end), at least minimum 5 strands of armour used to make earthing with proper size of lug. Earthing of i/c and o/g cables at meter end to be carried out.
- iii. Flow is mandatory at input / output gland. Flow not required in two-hole gland.
- iv. Cable height should be 5.6 mtr along with the road and if cable crossing the road the height should be 5.8mtr.
- v. Meter cannot be installed without ELCB/MCB
- vi. Cable is properly bended through cable bending tool. Cable bending followed as per 12d formula used.
- vii. Cable anchor used on both ends.
- viii. Proper saddling of cable at 1.5 mtr gap.
- ix. All meters should be installed in the box.
- x. Two seals are being used to seal the meter box and one seal to seal the terminal.
- xi. Earthing must be checked through test lamp at both ends

3.2 INSTALLATION OF METER AT PARKING AREA

- i. All meter should be installed at outside the premises.
- ii. if there is no space outside the premises, consumer must provide separate meter room for installing the meter inside the parking area.
- iii. Meter must not be installed at the fire escape area
- iv. Meter must not be installed in stair case/ common entrance / corridors.

3.3 INSTRUCTION FOR OVERHEAD CABLE LAYING:

LAYING OF 2*10/2*25 SQUARE METER CABLE

- i. Cable height should be 5.6 mtr along with the road and if cable crossing the road the height should be 5.8 mtr.
- ii. The installation of anchor at pole end is upto 5.8 mtr to maintain the height of the cable.
- iii. Same angle installed at the consumer end upto 5.8 meter to maintain the cable height from ground.
- iv. Ensure minimum sagging of the cable.
- v. Properly tighten the cable at anchor.

LAYING OF 4*25/4*50 CABLE SQUARE METER CABLE:

- i. Cable height must be 5.6 mtr along with the road and if cable crossing. The road the height should be 5.8 mtr.
- ii. Ensure minimum sagging of the cable.
- iii. Properly tighten the cable at pole and consumer end by installing angle and tie the cable through cable tie/ armoured of the cable.

LAYING OF 2*10, 2*25, 4*25, 4*50 CABLE SQUARE METER CABLE AT HVDSPOLE:

- i. Cable height should be 5.6 mtr along with the road and if cable crossing the road the height should be 5.8 mtr.
- ii. While working on HVDS, shut down must be taken from competent authority from the nearest gang operated switch (go switch)
- iii. Ensure that LT side of the HVDS transformer must be cut off from power.
- iv. All cable must be anchored below the distribution transformer (DT.)
- v. Do not use piercing connector at HVDS pole.
- vi. Earthing of cable must be maintained at distribution box (db).

INSTRUCTION FOR OVERHEAD CABLE LAYING IN NARROW STREET: -

- i. Cable must be laid with proper support, full saddling, using cable tie as well. No cable hanging at wooden pole or trees or balcony structure of building.
- ii. Cable length must be maintain as per company norms that is ≤ 30 mtr.
- iii. Unwanted sagging, bundling shall be avoided
- iv. Proper height must be maintained as per company norms.
- v. In case of long service line cases must be informed to O&M department for installation of pole & electrification.

3.4 INSTRUCTION FOR BUS BAR INSTALLATION: -

- i. Bus bar should be installed not below the height of 6ft.
- ii. In case of consumer panel, the busbar should be isolated and sealed as per company norms
- iii. Gap must be maintained between bus bar and meters.
- iv. Earthing of individual cable must be providing at bus bar earthing point.
- v. Bus bar seals must be connected firmly at given seal terminals.

(6) Guidelines for Site Photographs for Meter Installation Activities:

Contractor shall provide Photographs of work execution at site as per the requirements below & may be changed during the course of this contract as per the requirement of Company. Photographs may be taken through Tab / Mobile application and for Non-TAB cases, photographs to be provided in Pen drive. Photograph must be renamed with CA No. (prefix with "000") in requisite format.

- i. For New Connections: 2 Photographs after Installation shall be taken as per Company SOP clearly depicting New Meter No., meter reading etc.
- ii. For Replacements/Shifting of Meter/ metering cubicle/CT box/Cable: 1 photograph before Installation clearly depicting old Meter No. with reading & 2 photograph after Installation shall depict New Meter No. with reading shall be taken as per Company SOP.

- iii. For Connection of Meter: Capturing 1 Photographs of Bus bar with seal no. where meter is connected through loop cable from Bus as per Company SOP or 1 photograph of pole (showing connections on pole with earthing) where meter is connected through separated cable from pole/feeder pillar.
- iv. For 11 KV Metering cubicle/CT box Removal: Taking 1 Photograph before removal of metering cubicle/CT box with background clearly visible, taking 1 Photograph before removal clearly showing Old Meter No., Old Meter reading, Seal & Incoming / Outgoing Cables up to 100mm length.
- v. For Removal: Capturing 1 photograph clearly depicting removed Meter No. with reading before removal.
- vi. For Resealing / Chord Replacement: Taking 1 Photograph after activity which should clearly depict Meter no., Seal No. & reading getting downloaded through PDS.
- vii. For AMR installation/replacement; Taking 2 photograph 1 before activity and 1 after activity clearly showing blinking of led.

Annexure – V-II-B: STORE MANAGEMENT

1. The Contractor store is the key place for material up keeping and its reconciliation.
2. It is also advised to maintain first in first out policy for the material issued.

Nonmoving items Contractor shall manage store and material inventory as per the SOP of Company. It is recommended to follow 5-S strategy in management of the store. Following are the guidelines for management of store for the purpose of MMG activities:

1. Store Infrastructure

Contractor shall depute adequate number of manpower to manage all the activities related to store very efficiently on daily basis. Contractor shall be responsible for proper arrangement of facilities and required infrastructure for management of store and activities performed at store.

- i. Desk, Computers, Printers, Chairs, Cupboards, Storage Racks, Baskets, Benches, Water Coolers etc.
- ii. CCTV, Attendance Systems, Security arrangement, Fire Safety Arrangement (Fire bucket and Fire extinguishers).
- iii. Vehicles required for Movement of Materials from & to Store.
- iv. Arrangement for Housekeeping, Sanitation, Drinking Water, Electricity for Store premises.
- v. Stationary required for daily operation of Store.

2. Storage of Materials

Contractor shall ensure proper storage of all the items issued from BYPL. Materials shall be stored in such a way to ensure safety of materials, quickly traceable, easiness in issuance and maintain tidiness.

- i. MMG Material like New Meters, Old Removed Meters, Cables, Bus-bars, Meter Boxes & Other accessorise issued to contractor from BYPL and scrap shall be stored properly using suitable Racks, Baskets, Cupboards etc at store.
- ii. Materials shall be shorted according to their type shall be kept at labelled location in the store premises.
- iii. Material like Meters, Seals, SIM card etc shall be stored at a location with lock provision in the store.
- iv. Separate area to be marked for storage of Cable Drums, Scrap Cables, Reusable Cables according to the Size of Cables.
- v. Display board for material inventory at suitable location in the store premise shall be maintained on daily basis.
- vi. Consumption or issuance of material from store shall follow FIFO system.
- vii. Non-moving items shall be marked stored at separated section in the store.
- viii. Loading and Unloading of materials shall be in such a way to ensure safety of personnel and materials. Cable Drums and other Heavy Items shall be moved with proper T&P and Vehicles.
- ix. Re-usable items shall be segregated form scrap such as busbars, cable, meter boxes etc and to be stored at specified location for reusable items.
- x. Material stored in open shall be covered with weather proof and dust proof covers of suitable material.

3. Recordkeeping

- i. Contractor shall maintain all the records of material issuance and consumption in soft as hard copies at stores during the entire period of this contract.
- ii. Material issuance and return registers to be maintained on daily basis.
- iii. Records of reusable items and their consumption to be maintained.
- iv. Material Reconciliation report shall be prepared on monthly basis for all materials.
- v. Record of Cable issuance and consumption to be kept drum-wise with running cable length.
- vi. Material issuance dockets to be kept in files as well as scanned copies in computers.
- vii. For serialized items such as meter, seal, MCR, Notice, Cable, Busbar, AMR, SIM etc., all records to be maintained with their serial numbers.
- viii. Records of manpower with ID Cards deputed in MMG activities.
- ix. All the records shall be stored in lockable place. Contractor shall produce records as and when demanded by BYPL.

Annexure – V-II-C: CHECK LIST FOR METER INSTALLATION BILL

Sl. No.	Documents	Page No. (As per Index)	Remarks By METER INSTALLATION AND RELATED WORKS
1	Invoice Movement Sheet	1	
2	Work Measurement Sheet	6A	
3	Annexure-1 (METER INSTALLATION AND RELATED WORKS Work Summary)	8	
4	Meter not return to Store Details	8A	
5	Annexure-2 (Material Reconciliation Statement)	9	
6	Material Issued from Store Details	9A	
7	Previous Month Annexure-2 (Material Balance) Copy	9B	
8	Material Received/Transfer (If any, then copy Required)	9C	
9	Annexure-3 (Complaints Sheet)	10	
10	Annexure-4 (Deductions/Retention Sheet)	11	
11	Annexure-5 Scrap Declaration with SAP Docket	12	
12	Annexure-6 (MCR Book & Lab Testing Notice Reconciliation Sheet)	13	
13	Annexure-7: Manpower Details with UID	14	
14	Vehicle Log Book	15	
15	Safety Compliance Certificate	16	
16	Bill Soft Data Received on mail	NA	
17	Photographs , Pen drive with CA No. wise Renaming	NA	

Annexure – V-II-D: EXECUTION TIMELINE

Existing Time Line for execution of METER INSTALLATION AND RELATED WORKS Activities

Timelines are subjected to change. There shall be no price implication on change in timelines

Consumer Request Categories				
Sr No.	Activity	ERP Activity Code	TAT	ERP Group Code
1	Replacement of stop meter	E01	3 Days	ZDRP
2	Replacement of Burnt meter	E02	3 Days	ZDRP
3	Replacement of faulty meter	E03	5 Days	ZDRP
4	Replacement of display faulty meter	E05	5 Days	ZDRP
5	Meter replacement against stolen request	E10	3 Days	ZDRP
6	Meter replacement against load change request	E12	3 Days	ZDRP
7	Meter replacement due to dormant re-connection	E14	3 Days	ZDRP
8	Damage/Broken Meter Replacement	E25	3 Days	ZDRP
9	Installation of new meter	T01	1 Day	ZDIN
10	Installation of new meter in reconnection	T02	1 Day	ZDIN
11	Installation of Solar Meter	T09	3 Days	ZDIN
12	Resealing of meter	I20	3 Days	ZDIV
13	Shifting of meter	J01	5 Days	ZMSO
14	Cable Replacement	M23	5 Days	ZMSC
15	Removal of meter	R01	3 Day	ZDRM

Time Line for Other Metering Activities:

Activity Name	Execution Time Line
Resolution of Not Downloading Meters	30 Days
Replacement of Meters Based on List Provided by Company	30 Days
Installation / Replacement of AMR	5 Days
Replacement of Metering Cubicle	1 Day
Visit for Grid meters complaint	1 Day
Grid meters complaint rectification	1 Day
AMR complaint rectification	2 Days

Part III EHV GRID & TRANSMISSION LINES

Annexure-V-III-A: COMPANY AREA, NETWORK ASSETS DETAILS

Area of work for BYPL

Area of Work	Circle	No. of Feeders	O/H Line in KM	U/G Cable in KM	Total in KM
Line	South East	66	36.8	167.4	204
	North East	52	36.7	140.3	177
	Central	54	3.5	178.3	182

Area of Work	Circle	33 KV	66 KV	Total
Grid	South East	13	11	24
	North East	7	7	14
	Central	21	1	22

Assets(Lines) for BYPL

S. No.	Line Assets	UoM	Central Circle	NE Circle	SE Circle	TOTAL
1	33 KV Feeders	Nos.	52	24	36	112
2	33 KV O/H Circuit	KM	3.5	5.4	1.8	10.7
3	33 KV U/G Circuit	KM	170.4	78.8	99.4	348.6
4	Total 33 KV Circuit	KM	173.9	84.21	101.1	359.21
5	66 KV Feeders	Nos.	2	28	30	60
6	66 KV O/H Circuit	KM	0.0	31.3	35.0	66.3
7	66 KV U/G Circuit	KM	8.3	61.5	68.0	137.8
8	Total 66 KV Circuit	KM	8.3	92.8	103.0	204.1
9	Total 33 KV and 66 KV Circuit	Nos.	54	52	66	172
10	Total 33 KV and 66 KV Circuit	KM	182.2	177.01	204.1	563.31

Assets (Grids) For BYPL

S. No.	Assets	UOM	Central	North East	South East	TOTAL
1	Power Transformers	Nos.	54	52	62	168
2	Local Transformers	Nos.	15	22	25	62
3	66 KV Breakers	Nos.	5	82	97	184
4	33 KV Breakers	Nos.	147	78	95	320
5	11 KV Breakers	Nos.	474	433	548	1455
6	Shunt capacitors	Nos.	45	53	62	160

Note: Any inclusion or exclusion of assets (Grids or lines) during the contract period will be part of the contract.

Annexure V-III-B: TOTAL ACTIVITIES

Table- 13: **RECTIFICATION & MAINTENANCE OF 66/33 KV O/HEAD AND U/GROUND SYSTEM AND GRID S/STNS:**

S. No.	Description of Activities EHV Lines & Grids
1	Patrolling of over-headlines with respect to any loose guard wires or disconnected /non Functioning of earthing of the line /cable up to the Grid -end including or trees/kite. Threads any foreign object in the right of way of Overhead lines.
2	Repairing/replacement of jumpers.
3	Replacement of Disc Insulators.
4	Stringing of Conductor.
5	Stringing of Aerial Earth Wire of Tower Line.
6	Repairing of Damaged conductor and its re-sagging.
7	Re-sagging of Conductors
8	Providing manpower for conducting FLC of Faulty cables to revive any faulty cable laying pending.
9	Replacement of clamps of various sizes/replacement of ACSR Zebra/Wolf
10	Trimming of tress.
11	Replacement of Pin Insulator.
12	Stringing of Earth Wire.
13	Providing of Broken Stays.
14	Mounting/un-mounting of 66 & 33 KV cable end boxes.
15	Checking of SVL on 66 KV cable by removing trench covers with the help of crane
16	Replacement of Broken Stays.
17	Repairing of Damaged conductor and its re-sagging.
18	Mounting/un-mounting of cable and boxes.
19	Cable laying and Back Filling
20	Replacement of clamps of various sizes/replacement of ACSR Zebra/Wolf Conductor jumpers
21	Mounting/connecting of revived 33 & 66 KV cables
22	Laying/Dismantling of Control Cables.
23	Installation /replacement/ strengthening of existing tower angle iron members found missing/stolen.
24	Fabrication of wooden cleats for cables
25	Replacement/erection of broken rail poles/stud poles of 33kv line
26	Fabrication of MS plate for installation of LA
27	Cleaning of cable and terminations 66/33kv
28	Strengthening of earthing of cables and tower footings by providing additional angle iron member
29	Replacement of damaged/broken clamps of various sizes
30	Maintenance & testing of sub-station equipment like Switchgears, LAs, CVTs, CTs and PTs insulators, battery bank and battery charger, capacitor bank and other petty work

31	Replacement & testing of sub-station equipment like Switchgears, LAs, CVTs, CTs and PTs insulators, battery bank and battery charger, capacitor bank and other petty work
32	Maintenance & Testing of Power Transformer
33	Maintenance & Testing of Local Tr.
34	Assistance for replacement/testing of all type relays, WTI/OTI/TPI & Repeaters.
35	Replacement of Silica Gel, Top-up of oil in the Conservator & OLTC main tank.
36	Replacement of gasket of all sizes for stoppage of leakage of oil in transformer /switch gear, CT's and other equipment etc. Material shall be supplied by Company.
37	Replacement/Maintenance/testing of 66/33/11kv Outdoor/Indoor SWGs. Other than schemes.
38	Checking/filling of Gas pressure of 66/33kv breakers,
39	Maintenance/Replacement of Isolators, Earth switches, TK Boxes, Feeder pillar, ACDB , DCDB, Marshalling boxes & Isolator Boxes
40	Maintenance /Replacement of conductor of 66/33kv O/D Bus bars & removing of Bird's Nest.
41	Maintenance/Testing of 33/11kv I/D Bus bars by cleaning with Petrol/CRC etc.
42	Testing of Earth resistance of equipment installed in the grid s/stn.
43	Cleaning of Solar PV panels during early morning hours or after sunset
44	Dewatering of Grids in case of heavy rain.
45	Painting of Yard Structure and yard equipment as per site requirement
46	Providing Hydra (Crane) or JCB as per site requirement. The contractor has to supply JCB for cleaning larger area of open yard as per site engineer requirement for removing vegetation/ grass
47	Cleaning of choked sewer lines of Grid by arranging vacuum pump machine will be in the scope of contractor
48	Spread of gravel / sand (including supply by vendor) as per requirement & instruction of Engineer in Charge (rates as per BSES schedule to be provided to the vendor for gravel cost)
49	Cleaning of C.R. panels and Switch Gear Panels with vacuum Cleaners if required,
50	Maintenance/Replacement of lightings in the Yard as well as Switchgear and Control room's internal wiring including indication lighting of C&R Panels and control, protection & indication wiring of C&R panels, CT,TK box and PTR.
51	Staking of material, like oil drum/wooden cable drum, cables, and other requisite accessories, including fire extinguishing equipment in proper manner, as per site condition
52	Checking & Filling of fire Buckets sand regularly in the Grid Station
53	Regular Checking of Fire-extinguishing equipment for their efficient operation
54	Painting of right nomenclature of the feeder
55	Proper house-keeping of Yard, CR Room, SWG Room & cleaning of cable trenches in the Grid
56	Cleaning of offices, toilet block by using of detergent, soap & Phenyl. & cleaning of safety Tank & sewage line

57	Removing of vegetation/grass/malba/debris in the grid s/stn. & disposal from Grid to outside
58	Welding work whenever required
59	All material required for attending to Maintenance/Breakdowns, shall be transported from Store to Site or site to site, by the Contractor
60	Providing sufficient manpower for handling of protection team instruments such as Tan delta kit, Winding resistance kits, TTR kit, Primary Injection Kits, secondary injection etc and its accessories.
61	Arresting Oil leakage from power transformers/Current Transformers, Potential Transformers
62	Replacement/Augmentation of Power Transformers (PTR) of all ratings including dismantling of Old PTR, Transportation of new PTR from Store to Site and returning of Old PTR from site to Store.

Bidder shall furnish the details of manpower to be deployed per the format below.

Breakdown Maintenance Manpower for 3 Shifts

Sr no.	Circle	Lineman/fitter - skilled	ALM-Un skilled	Reliever	Total Manpower
1	North East			Contractor To Provide Sufficient Reliever For Smooth Operations	
2	South East				
3	Central				
TOTAL					

Grid Maintenance Manpower

Sr no.	Circle	Grids	Sup	Electric Fitter - skilled	Lineman-skilled	ALM-Un skilled	Total Manpower
1	North East						
2	South East						
3	Central						
TOTAL							

Line Maintenance Manpower

Sr no.	Circle	Sup	Electric Fitter - skilled	Lineman-skilled	ALM-Un skilled	Total Manpower
1	North East					
2	South East					
3	Central					
TOTAL						

FLC Maintenance Manpower

Sr no.	Circle	Sup	Electric Fitter - skilled	Lineman-skilled	ALM-Un skilled	Total Manpower
1	North East					
2	South East					
3	Central					
TOTAL						

Total Maintenance Manpower

S. No.	Circle	Breakdown Maintenance	Line Maintenance	Grid Maintenance	FLC	Total
1	North East					
2	South East					
3	Central					
	TOTAL					

Annexure: V-III-C UNIT RATE BASED LINE ITEMS-EHV (O&M)

S. No	Activity Description	UOM	Rate (Rs.)
1	Earth pit including connection with existing earthing as well as equipment. (Material required for earthing shall be provided by the Company) (Chargeable after new earthing provided on 20% of the existing equipment per circle per annum)	EA	As per DSR rate

The value of all such works shall be limited to Rs 0.28 lakh per month per circle.

Note:

1. In order to carryout major activities contractor must deploy manpower other than regular manpower deployed in day to day maintenance activities
2. No vehicle or equipment or associated items shall be engaged in carrying out major activities which are engaged in for AMC works.
3. Contractor must adhere to the safety guidelines as per prevailing standard.

Annexure V-III-D: VEHICLE REQUIREMENT

For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 3-year-old at the site/ vehicle odometer reading shall not be more than 30000 km. Vehicle also compatible with odd & even days as per Delhi Govt order if any during the period of contract. Electric Vehicle or CNG vehicle shall be prefer. GPS is compatible with BSES system i.e. MAP MY India only. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer in-charge.

It is mandatory for all the Transporters to procure GPS based Vehicle Trackers (Model No. Map my India VT 12, Specs: IP 67, Dual IP, Flash Memory 16 MB, Accelerometer or prescribed by BSES.

The details of vehicle required for performing various activities under the Scope shall be as under

Vehicle Requirement for EHV

S. No	Vehicle	Requirement	UOM	Central	North East	South East
1	24x7 CNG Vehicle	Operation Team	Nos	2	2	3
2	24x7 CNG Vehicle (EECO)	EHV Breakdown Team	Nos	1	1	1
3	12x6 CNG Vehicle	For EHV Grid Maintenance Work	Nos	2	2	2
4	12x6 CNG Vehicle (Bolero Pick-Up)	For EHV Line Maintenance	Nos	1	1	1
5	12x6 CNG Vehicle	FLC Support	Nos	1	0	1
6	12x6 CNG Vehicle	EHV Protection Team	Nos	1	1	1
7	24x7 CNG Vehicle	EHV Protection Team	Nos	1		
8	Big Vehicle for material movement from main store to divisional store, Division Store to site, returning of remaining material from site to division/main stores and returning of scrap material from division to Scrap Store as per instruction of officer In charge			As per actual requirement		
9	Crane/Hydra/JCB	As per requirement				

Annexure V-III-E: LIST OF TOOLS & PLANTS AND PPE

LIST of T&P & PPE

Minimum Requirement of T & P in EHV in Each Circle

S No.	Item Description	Quantity
1.	Metal Tool Box	5 Nos
2.	Ratchet Set	5 Nos
3.	Carpenter chisel 8 IN	5 Nos
4.	Screw driver 150 MM	5 Nos
5.	Screw driver 250 MM	5 Nos
6.	File flat Rough 8 IN	5 Nos
7.	File flat smooth 10 IN	5 Nos
8.	File half round smooth 8 IN	5 Nos
9.	File Round	5 Nos
10.	Allen key set 3-12 MM (Set)	5 Nos
11.	Drill bit set 3-12 MM (Set)	5 Nos
12.	Hacksaw blade 12x1/2 IN (Pkt)	5 Nos
13.	Hacksaw frame 12 IN	5 Nos
14.	Hammer ball 1000 GM	5 Nos
15.	Hammer with handle 500 GM	5 Nos
16.	Plier general 160 MM	5 Nos
17.	Plier nose 160 MM	5 Nos
18.	Plier monkey 6 IN	5 Nos
19.	Screw driver 8 IN	5 Nos
20.	Screw driver 12 IN	5 Nos
21.	Screw driver 10 IN	5 Nos
22.	Screw driver 6 IN	5 Nos
23.	Spanner adjustable 8 IN	5 Nos
24.	Spanner adjustable 12 IN	5 Nos
25.	Spanner Ring 6-32 MM	5 Nos
26.	Spanner D type (Set)	5 Nos
27.	Pipe Wrench 8 IN	5 Nos
28.	Pipe Wrench 12 IN	5 Nos
29.	Pipe Wrench 15 IN	5 Nos
30.	Pipe Wrench 24 IN	5 Nos
31.	Socket set hex 8-32 MM	5 Nos
32.	hand Drill machine	5 Nos
33.	Vacuum cleaner	5 Nos
34.	Heat blower	5 Nos
35.	Multi meter	5 Nos
36.	Shorting chain (Brass)	24 Nos
37.	Torch (Chargeable)	5 Nos
38.	Rope 15 MM	6 Nos
39.	Chain Pulley Block (Complete set including Wooden Log of suitable length)	2 Nos
40.	Drainage water pump single phase complete with Inlet/outlet pipes & Foot valve	1 Nos
41.	Tarpaulin 20ft x 20ft to cover PTR for emergency work	5 Nos
42.	Extension cord with roll able drum type with 100 m flexible cable	5 Nos
43.	Welding Set	2 Nos
44.	Drill Machine Fixed type	2Nos
45.	Rope pulley with Rope of 100mtr length	2 Nos
46.	METAL SHEET CUTTERT	5 Nos
47.	Crane / Hydra as and when required in case of Major work as per site requirement as per site requirement	
48.	Motorized grass/tree pruning machine	5 Nos
49.	Gas Cutter	2 Nos

50. Hydraulic/Hand Crimping Machine/Tools with complete sets of dies.
51. Chain Pulley Blocks up to 5 tons. Rope and Pulleys. Come-along clamps " T&P for stringing and sagging of Conductor.
52. All the equipment for digging of Kachha / Pacca, Bitumen roads 2 Nos for attending faults including providing of JCBs/Compressor Machine, as per site requirement.
53. HT IR Testing Kit (Minimum 2 Nos.)
54. Portable Generating Set (Minimum 2 Nos.) including Supply of Diesel/ 2 Nos
Petrol of required capacity as per Site condition.
55. High Pot Set. (Minimum 2 Nos.) 2 Nos
56. Crane of adequate capacity for handling of material and Transportation of the same from site to Store/site to Site, as and when required by field staff (It shall be the responsibility of contractor to arrange the other Vehicle for transportation of material from Stores to Site or site to site).
57. Temporary lighting arrangement like extension boards and hand lamps etc.
" Millimeter & Clamp meter.
58. Gas filling kit (02 set in Each Circle). 2 Set
59. Earth Tester Set (minimum two no. in Each Circle) 2 Nos
60. Discharge Rods 10 Nos
61. Voltage Indicator/ Sensor with Assembly (Up to 66 KV) 10 Nos

Note: Above list of tools are indicative only contractor must arrange other tools and instrument as and when required based on nature of work

Minimum Requirement of PPEs in EHV in Each Circle

Contractor must comply with all PPEs items of standard make to all its employee deputed at site at all time.

Minimum List of PPE Items (Indicative Only)

1. Helmet
2. Safety Shoes
3. Safety goggles
4. Reflector jackets
5. Safety Harness
6. Gloves (Up to 66 KV)
7. Full Body Harness

Annexure: V-III-F- CHECK LIST FOR EHV (O&M) BILL

S. No.	Description/Documents	Page No. (To be filled by contractor)	Remarks
1	Bill/ Invoice No.& Date		
2	Date of start of work		
3	Date of completion of work		
4	Undertaking for Minimum Wages Compliances		
5	Undertaking for GST Compliance		
6	Undertaking for Statuary Compliances		
7	PF & ESI Challan		
8	Bank Statement for PFESI and GST Debits		
9	Score & Penalty (if any) for previous month as per score card		
10	Measurement sheet for unit rate based line items (If applicable)		
11	Penalty (if any) for delay in replacement of Power Transformer		
12	Any other documents as per BYPL requirement/ Contract Terms		

SECTION – VI : PRICE BID

SECTION-VI					
PRICE BID					
Sr No	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
A)	AMC Charges				
1)	O&M monthly charges for Central Circle				
1a	Monthly O&M Charges of 11 KV Network in Central Circle of BYPL as per Scope of Work, Section-V-Part I	LS / Month	36		
1b	Monthly O&M Charges of EHV Grids & Transmission Lines in Central Circle of BYPL as per Scope of Work as per Section-V, Part-III	LS / Month	36		
	Total for Central Circle (1a + 1b)				
	GST @ 18%				
	TOTAL (1)				
2)	O&M monthly charges for South East Circle				
2a	Monthly O&M Charges of 11 KV Network in South East Circle of BYPL as per Scope of Work, Section-V-Part I	LS / Month	36		
2b	Monthly O&M Charges of EHV Grids & Transmission Lines in South East Circle of BYPL as per Scope of Work as per Section-V, Part-III	LS / Month	36		
	Total for South East Circle (2a + 2b)				
	GST @ 18%				
	TOTAL (2)				
3)	O&M monthly charges for North East Circle				
3a	Monthly O&M Charges of 11 KV Network in North East Circle of BYPL as per Scope of Work, Section-V-Part I	LS / Month	36		
3b	Monthly O&M Charges of EHV Grids & Transmission Lines in North East Circle of BYPL as per Scope of Work as per Section-V, Part-III	LS / Month	36		
	Total for North East Circle (3a + 3b)				
	GST @ 18%				
	TOTAL (3)				
	SUB TOTAL A = (1 + 2 + 3)				

Sr No	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
B)	ACTIVITY WISE CHARGES - Meter Installation & Related works (As per Scope Of Work, Section-V, Part II)				
1	Installation/Replacement/Shifting/Re-installation of any type of 1Ph WC Meter including Net Meter, Smart Meter, Group Meter /IGMS etc with all required accessories and up to 5 Meter of Service Cable for all type of installation configuration.	INR/EA	5,61,145		
2	Installation/Replacement/Shifting/Re-installation of any type of 3Ph WC Meter including Net Meter, Smart Meter, Group Meter etc with all required accessories and up to 5 Meter of Service Cable for all type of installation configuration.	INR/EA	21,595		
3	Installation/Replacement/Shifting/Re-installation of any type of LT-CT Meters (With CT Box) / DT-Meter (With CT) / Prodigy Meter (with or without Box) / LT-CT-Box and required accessories for all type of installation configuration.	INR/EA	2,443		
4	Replacement of any type of LTCT Meter (Without Box) or DT Meter (Without-CT) / HT Meter (Without Cubicle) / HVDS Meter (Without CT-PT) / Grid Meter with all required accessories for all type of installation configuration.	INR/EA	2,837		
5	Installation/Replacement/Removal of Metering Cubicle or Panel mounted CT-PT Unit of HT / HVDS / Grid Meters with all required accessories including charges for Crane and Transportation for all type of installation configuration.	INR/EA	95		
6	Installation/Replacement/Removal of Pole mounted CT-PT Unit of HT / HVDS / Grid Meters with all required accessories including charges for Crane and Transportation for all type of installation configuration.	INR/EA	79		
7	Installation/Replacement of complete IGMS (Group Meters) Metering Unit of all configuration with all required accessories	INR/EA	1,892		
8	Maintenance of Metering Cubicle/CT-PT Unit of HT / HVDS / Grid Meters as per SOP of BSES for all type of installation configuration.	INR/EA	4,823		
9	Replacement of CT's of DT Meter for any type of Transformer Configuration with all required accessories for all type of installation configuration.	INR/EA	946		
10	Rectification of Wiring Defects, Replacement of CT-PT Control Cable of DT Meters / HVDS Meters / Grid Meters for any type of installation Configuration with all required accessories.	INR/EA	13,241		
11	Removal of any type of 1Ph WC Meter with or without Service Line and with all accessories.	INR/EA	63,996		
12	Removal of any type of 3Ph WC Meter or Prodigy Meter or LT CT Meter or DT Meter or HT Meter or HVDS Meter or Grid Meter with or without Service Line and with all accessories.	INR/EA	6,084		

Sr No	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
13	Installation/Replacement O/H S-Line size 2x10 & 2x25 with all required Cables Fixtures at both Meter & Pole end, Applicable only if length of service cable is >5m and total length of installed cable is to be considered.	INR/M	3,62,538		
14	Installation/Replacement O/H S-Line size 4x25 & 4x50 with all required Cables Fixtures at both Meter & Pole end, Applicable only if length of service cable is >5m and total length of installed cable is to be considered.	INR/M	12,295		
15	Installation/Replacement O/H Line size 4x95, 4x150 & 4x300 with all required Cables Fixtures at both Meter & Pole end Applicable only if length of service cable is >5m and total length of installed cable is to be considered.	INR/M	79		
16	Installation/Replacement U/G S-Line size 2x10 & 2x25, 4x25 including digging and restoration and all materials required for laying of U/G Service Cable and Cables Fixtures at both Meter & Pole end.	INR/M	9,458		
17	Installation/Replacement U/G S-Line size 4x50, 4x95, 4x150 & 4x300, including digging and restoration and all materials required for laying of U/G Service Cable and Cables Fixtures at both Meter & Pole end.	INR/M	2,207		
18	Installation/Replacement of any type of 1 Ph Busbar upto 4/8 Conection configuration with all required accessories and connecction of all service cables.	INR/EA	5,044		
19	Installation/Replacemen of any type of 3 Ph Busbar upto 8 Connection configuration with all required accessories and connecction of all service cables.	INR/EA	6,305		
20	Installation/Replacemen of any type of 3 Ph DB on Pole with all required accessories and connecction of all service cables.	INR/EA	3,153		
21	Installation/ Replacement/ Dismantalling of any type Metering Panels of all type of configuration.	INR/EA	788		
22	Resealing/Fixing of Cord/Installation of SIM/ Site Inspection/Conection Verification/Testing/any other miscellaneous activities at Site in any type of Meter/Meter Box/Busbar/Panel etc	INR/EA	1,73,388		
23	Installation replacement of any type of AMR / NIC Card / DCU/ Display Unit ,Communication Module of any type of Meter.	INR/EA	6,305		
24	Reconnection / Disconnection of Supply without Meter for all Type of connection from Pole / Feeder pillar/ RMU/ ACB etc	INR/EA	11,034		
25	Removal of Service Line of Size 2x10 and 2x25, 2-Core without Meter for all type of Single Phase Meters	INR/EA	788		
26	Removal of Service Line of Size 4x25 and 4x50 without Meter for all type of Three WC Phase Meters	INR/EA	158		
27	Removal of Service Line of Size from 4x95 to 4x300 without Meter for all type of CT Meter.	INR/EA	32		

Sr No	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
28	Supply and Fabrication of Iron angle bracket Bracket for meter installation outside premises using MS steel (as per drawing specification provided by BSES) including all material, consumables i.e. providing red oxide primer and one coat of aluminium paint, nuts, bolts and washers, size (30*30*3 MM), supply and erection of 5mm Bakelite sheet, size (300*300*3) mm including all material and consumables, installation of fabricated frame on wall including all material & consumables e.g. fastener etc	INR/EA	3,153		
	SUB TOTAL				
	GST @ 18%				
	TOTAL (B)				
	GRAND TOTAL - (A+B)				

NOTE:

- 1) Price quoted above shall remain firm for entire duration of the contract including extension period, if any.
- 2) For monthly billing purpose, in the first year contractor shall be paid 90% of AMC Charges, in the second year 100% of AMC Charges & in the third year 110% of AMC Charges. However rates for activity wise charges (Meter Installation & Related Works) shall remain firm for 3 years
- 3) Penalty shall be levied on the monthly payment of contractor on the basis of its performance on Key performance indicators mentioned in the Master Score Card and will be deducted from successive month's bill.
- 4) The bids will be evaluated commercially based on the total all-inclusive price quoted for 3 years period
- 5) 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
- 6) The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
- 7) The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate rows meant for the purpose.
- 8) Circle wise evaluated price will be arrived on the following basis:
Sum of Circle wise quoted AMC charges & Circle wise prorated (45% - North East, 35% - South East, 25% - Central) quoted value for Meter Installation & related works.
- 9) Reverse Auction (RA) will be conducted circle wise based on the evaluated price as per point no 8 above.

ANNEXURE –I : BID FORM

To,

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

Dear Sir,

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

Dated this..... day of..... 2022

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	Company Name	
2	BYPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	-
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	-
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	-
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
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 & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (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 & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work (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 : 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 Fas Trac Ratchet Suspension

Shell Material	UV stabilized HDPE, Non vented
Suspension	<ul style="list-style-type: none"> • With 4 Point Fas Trac Ratchet Suspension sewn headband • Textile straps made from polyester Suspension • point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head • Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting
Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
weight	360 g

Lead MAKE: 3M / KARAM / UFS

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

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%

Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature - 5 to +55° C)
Resistance to UV filter	N(distorted vision due to lens fogging) 99.9%
Ordering information	10145578-FlexiChem Sightgard + 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 milli 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

- a) ATPV value is 10 cal/cm²
- b) It shall have a slotted hard hat and chin guard
- c) Visible light transmission (VLT) shall be 70%
- d) 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

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# 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

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)	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	Recommendation by OHS-Representative Approval by Safety Head Deduction by Finance & Account
3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor)		
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	
5. PPE's receipt by worker (as per Annexure #1)		
6. Medical examination record of workers		
7. ID card of workers		
8. Calibration Certificates of equipments		

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.....

ANNEXURE – IV : ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

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

For.....

Signature:

Name:

Designation:

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 _____ 2022. The Conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [_____] day of [_____] 2022

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 2022 at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

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

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

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

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

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

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the ____ day of _____, 2022

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:

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

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

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

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

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

Bidder should furnish the below details for future communication: -

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

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

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