

## **Tender Notification for**

**PROVIDING TELEPHONE OPERATORS IN  
O&M COMPLAINT CENTERS IN BYPL**

**NIT NO CMC/BY/19-20/RB/AS/47**

**Dt. 25.09.2019**

**Due Date for Submission of Tender: 15.10.2019**

**Upto15:30 HRS only**

**BSES YAMUNA POWER LTD (BYPL)  
CIN NO. - U40109DL2001PLC111525**

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**SECTION – I****REQUEST FOR QUOTATION****1.1 GENERAL**

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for  
**“PROVIDING TELEPHONE OPERATORS IN O&M COMPLAINT CENTERS IN BYPL”**

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

**“BID FOR PROVIDING TELEPHONE OPERATORS IN O&M COMPLAINT CENTERS IN BYPL”**  
**“NIT: CMC/BY/19-20/RB/AS/47 Dt. 25.09.2019”.**

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

- ❖ Estimated cost of work (Yearly AMC Value): Rs 2,38,54,000/-
- ❖ Earnest money Deposit: Rs 4,77,000/-
- ❖ Cost of Tender form (Non- Refundable): Rs.1180/-
- ❖ Duration of the Work: 1 Year (from date of issue of order)
- ❖ Tender documents on sale: 25/09/2019 (working days)
- ❖ Pre Bid Meeting: 08/10/2019 at 04:00 PM
- ❖ Date & time of Submission of Tender: 15/10/2019 till 15:30 HRS
- ❖ Date & time of opening of Tender: 15/10/2019. 15.30 HRS  
(Opening of technical bid)

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

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

The tender papers will be issued on all working days up to the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website [www.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

**1.2 POINTS TO BE NOTED**

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.

1.2.3 Tender document consists of the following:

- a. Request for quotation/ Notice Inviting Tender
- b. Instructions to bidders
- c. Terms & conditions
- d. Bill of Quantities/ Price Format / Bid form/BG and EMD Format

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

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

(i) If **Earnest Money Deposit (EMD)** of requisite amount is not deposited in shape of Bank Draft/Pay Order/FDR/BG drawn in favour of **BSES Yamuna Power Ltd**, payable at Delhi.

(ii) If Tender is received after due date and time.

**1.3 Qualifying Criteria:-**

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

a) The bidder should have relevant experience in providing manpower for complaint centers/ call centers for related field in electric Utilities / SEB's/ Discoms/ other govt. organizations in last 3 financial years. Preference will be given to those bidders who are in the field of Manpower providing business and having experience in Delhi / NCR area.

b) The bidder should have headcount of at least 300 employees on their payroll who shall be covered under PF/ESI registration as per Govt. labour law, of which at least 100 personnel should be deployed on a single project in hand/ executed in last 3 financial years. Proof of ESI & PF shall also be enclose with the bid.

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

e) Bidder must provide proof of having average annual turnover of Rs. 5 (Five) Crore or above during the last three financial years. (FY 16-17, 17-18, 18-19)

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

g) Bidder should have valid GISTN NO. Registration .

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

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

Please Note:

a) Firms who are debarred/ blacklisted in other utilities in India will not be Considered.

b) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submissions or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to form any sort of association to act in detriment to the interest of the work in general and the company in specific.

c) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.

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

- a) Latest balance sheet
- b) Detail of Banker & Cash Credit limit
- c) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd. Along with details)
- d) Memorandum & Articles of Association of the Company
- e) Organization Chart of the company
- f) Experience details with credentials
- g) Turnover certificate issued by C.A for the last three Financial Years.

#### **1.4 Bidding and Award Process:-**

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. BYPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

##### **1.4.1 BID SUBMISSION:**

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

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

PART A :**TECHNICAL BID** comprising of following(check list should be attached as per annexure)

- i. EMD of requisite amount
- ii. Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- iii. Documentary evidence in support of qualifying criteria.
- iv. Technical Literature if any.
- v. Any other relevant document
- vi. Acceptance to Commercial Terms and Conditions via Delivery Schedule/period, Paymentterms, BGetc.
- vii. Bid also contain the tender Document with all pages signed & stamped With bidder's seal.

**TIME SCHEDULE**

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	Queries related to RFQ	08/10/2019 at 16:00 PM
2	Pre-Bid Meeting	Queries related to RFQ	08/10/2019 at 16:00 PM
3	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	15/10/2019 at 15.30 PM
4	PART B Financial Bid	Price strictly in the Format Enclosed (annexure) indicating Breakup regarding basic price, taxes & duties etc.	Successful bidders will be intimated through website

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

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

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

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

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

**1.4.2 Award Decision**

a) Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

#### 1.4.3 Market Integrity

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

1. Failure to honor prices submitted to the market place.
2. Breach of the terms of the published in Request for Quotation/NIT.

#### 1.4.4 Confidentiality

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

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

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

#### 1.5 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head (Distribution), BYPL Copy to :Head (C&M)	Head (C&M)
<b>Address</b>	BSES Yamuna Power Limited II Floor, "B" Block, Shakti Kiran Building, Karkardooma New Delhi-110032	C&M Deptt., BSES Yamuna Power Limited III Floor, "A" Block, Shakti Kiran Building, Karkardooma New Delhi-110032

## **SECTION – II: INSTRUCTION TO BIDDERS**

### **A . GENERAL**

BSES Yamuna Power Ltd, hereinafter referred to as “The Company “is desirous of awarding work for **“PROVIDING TELEPHONE OPERATOR IN O&M COMPLAINT CENTERS IN BYPL”**

#### **1.0 SCOPE OF WORK**

The scope of work shall include providing telephone operator in O&M complaint centers in BYPL as detailed in Annexure-1 “scope of work”.

#### **2.0 DISCLAIMER**

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

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

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

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

#### **3 COST OF BIDDING**

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

### **B. BIDDING DOCUMENTS**

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

Request for Quotation (RFQ) - Section - I  
Instructions to Bidders (ITB) - Section - II  
Commercial Terms & Conditions - Section -III  
Annexures

4.01 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially Responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

#### **5.0 AMENDMENT OF BIDDING DOCUMENTS**

5.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.



5.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause.

5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have Received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

5.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its Discretion, extend the deadline for the submission of Bids.

## **C PREPARATION OF BIDS**

### **6.0 LANGUAGE OF BID**

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

### **7.0 DOCUMENTS COMPRISING THE BID**

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

(a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

(b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

### **8.0 BID FORM**

8.01 The Bidder shall submit Original 'Bid Form' annexure-4 and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

#### **8.02 EMD**

Pursuant to Clause 7.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which Would warrant forfeiture.

The EMD shall be denominated in any of the following Form:

(a) BG from a scheduled bank in favor of BSES Yamuna Power Limited valid for 90 days after last date of receipt of tender.

(b) Fixed Deposit Receipts (FDR) from a scheduled bank in favor of BSES Yamuna Power Limited valid for 90 days after last date of receipt of tender.

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

The EMD may be forfeited in case of:

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

(b) in the case of a successful Bidder, if the Bidder does not

(i) accept the Purchase Order, or

(ii) Furnish the required performance security BG.

## 9.0 BID PRICES

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

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

## 10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

## 11.0 PERIOD OF VALIDITY OF BIDS

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

11.02 Notwithstanding Clause 11.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

## 12.0 ALTERNATIVE BIDS

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

## 13.0 FORMAT AND SIGNING OF BID

13.01 The original Bid Form and accompanying documents (as specified in Clause 8.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.

13.02 The original copy of the Bid shall be typed or written in indelible (NON ERASABLE) ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney Accompanying the Bid.

13.03 The Bid shall contain no interlineations, erasures or overwriting except as Necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## D. SUBMISSION OF BIDS

### 14.0 SEALING AND MARKING OF BIDS

14.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.

14.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — Technical Bid & Commercial Terms & Conditions ". The price bid shall be inside another sealed envelope with superscribed —"Financial Bid ". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with—"Tender Notice No.& Due date of opening".

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

#### **15.0 DEADLINE FOR SUBMISSION OF BIDS**

15.01 The original Bid must be timely received by the Company at the address specified in Section-I

15.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 5.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

#### **16.0 ONE BID PER BIDDER**

Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

#### **17.0 LATE BIDS**

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 15.0, will be declared "Late" and rejected and returned unopened to the Bidder.

#### **18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

### **E. EVALUATION OF BID**

#### **19.0 PROCESS TO BE CONFIDENTIAL**

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

#### **20.0 CLARIFICATION OF BIDS**

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

#### **21.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

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

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

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

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

**22.0 EVALUATION AND COMPARISON OF BIDS**

22.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

22.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

22.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

- (a) Work completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

**F. AWARD OF CONTRACT****23.0 CONTACTING THE COMPANY**

23.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

23.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

**24.0 AWARD OF CONTRACT**

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

**25.0 THE COMPANY'S RIGHT TO VARY QUANTITIES**

The Company reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

**26.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

**27.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

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

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

**SECTION – III: TERMS AND CONDITIONS****1.0 General Instructions:**

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

**1.02** Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

**1.03** The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

**1.04** The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.

**1.05** The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

**1.06** The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submissions or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to form any sort of association to act in detriment to the interest of the work in general and the company in specific.

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

**2.0 COMMERCIAL TERMS & CONDITIONS:**

BSES Yamuna Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network. Total 14 divisions are covered under BYPL

The COMPANY is desirous of engaging a third party and wants to assign the Telephone Operator services in complaint centers in BYPL.

**3.0 DEFINITIONS & INTERPRETATION:**

The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

**3.1 COMPANY:** The terms "Company" shall mean BSES Yamuna Power Ltd. having its office at Shakti Kiran Building, Karkardooma, New Delhi-110032 and shall include its authorized representatives, agents, successors and assigns.

**3.2 CONTRACTOR:** shall mean the successful tenderer / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.

**3.3 CONTRACT SPECIFICATION:** The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

**3.4 SITE:** The terms "Site" shall mean the working location in BYPL area.

3.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be DGM (O&M) of the respective division.

3.6 Good Industry Practice: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

3.7 Effective Date: means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.

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

#### **4.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:**

The CONTRACTOR has to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to his work. The COMPANY shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

#### **5.0 LANGUAGE AND MEASUREMENT:**

The CONTRACT issued to the contractor by the company and all correspondence and Documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

#### **6.0 SCOPE OF WORK:**

The detailed scope of work shall be as per Annexure-1

#### **7.0 PRICING:**

For the specified scope of work, BYPL shall pay Per T.O. unit rate to the bidder as finalized through this tender

The Prices are firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever (Any increase in the minimum wages during the contract period the same will be given to the contractor on actual basis.)

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

#### **8.0 TAXES & DUTIES:**

All taxes and duties including labourcess (except GST) leviable by State or Central Governments or local bodies shall be to the CONTRACTOR 's account including any taxes and duties which may be levied fresh by the Governments during currency of this Agreement. Income tax will be deducted from your bills as Tax Deduction at Source (TDS).

GST shall be paid extra at actual on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable tax laws.

**9.0 TERMS OF PAYMENT:**

Payment terms shall be as follows-

- (a) 100% Payment shall be made to the contractor after 30 Days of submission of certified Bills at Vendor Support Cell subject to fulfillment of contractual obligations.
- b) The contractor should raise a bill (s) on monthly basis to the BYPL. All bills shall be submitted to concern Engineer in charge for verification/certification for work along with necessary statutory records, challans slips wages record etc.
- c) The Bills shall be certified by the Engineer-In-Charge.
- d) The certification of Bills by the Engineer in charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the contractor satisfactorily which shall hold good for payments of Bills.
- e) Engineer in charge should clearly mention the % of Liquidated damages and Penalties as mentioned in the penalty clause to be deducted from the contractor bills.
- f) Certificate to be certified by Engineer in Charge for Minimum wages paid by the contractor.

**10.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:**

10.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Annexure5) within 1 month from the date of issue of Order for due performance of the provisions of Work Order.

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

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

10.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

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

**13.0 SUB-CONTRACTING / SUBLETTING:**

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall, if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory



execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

#### **14.0 HUMAN RESOURCE ISSUES:**

14.1 The CONTRACTOR would execute these works through their own resources.

14.2 The CONTRACTOR shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of AMC. Also, the CONTRACTOR shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

14.3 The CONTRACTOR shall issue Identity Cards to their employees deployed for execution of the assigned works in the District with the consent of Engineer In charge.

14.4 The CONTRACTOR to deploy their manpower immediately for carrying out the work as specified above.

14.5 The CONTRACTOR should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the COMPANY for employment, wages, and allowances or any other related matter, payment etc.

14.6 The CONTRACTOR shall not deploy the manpower below the age of 18 & more than 60 years.

14.7 The CONTRACTOR shall not deploy the female manpower between 7 PM to 6AM.

14.8 The CONTRACTOR shall be directly responsible for any / all disputes arising between him and his persons and keep the COMPANY indemnified against all losses, damages and claims arising thereof. The CONTRACTOR shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

14.9 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.

14.10 The CONTRACTOR shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The COMPANY shall be at liberty to object to the presence of any representative or employees of the CONTRACTOR at the site, if in the opinion of the COMPANY such manpower has done any act of misconduct or negligence or otherwise undesirable, then the CONTRACTOR shall remove such a person objected to and provide a competent replacement Immediately.

14.11 The CONTRACTOR shall ensure that he has complied with the following: - has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

- Contractor shall disburse the salary of his staff through ECS/ crossed cheque only.

14.12 Deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

14.13 The COMPANY reserves the right to demand the CONTRACTOR's services on holidays as well as beyond the normal working hours.

14.14 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 conditions of this tender.

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

14.16 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 or from any of the bills payable to him or failing which it shall be recovered as per law.

14.17 Employees not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

14.18 The CONTRACTOR shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE( ANNEXURE 2). Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

14.18.1 The Child Labour (Prohibition and Regulation) Act, 1986.

14.18.2 The Contract Labour (Regulation and Abolition) Act, 1970.

14.18.3 The Employee's Pension Scheme, 1995.

14.18.4 The Employee's Provident Funds and miscellaneous provisions Act, 1952.

14.18.5 The Employees State Insurance Act, 1948.

14.18.6 The Industrial Disputes Act, 1947.

14.18.7 The Maternity Benefit Act 1961.

14.18.8 The Minimum Wages Act, 1948.

14.18.9 The Payment of Bonus Act, 1965.

14.18.10 The Payment of Gratuity Act, 1972.

14.18.11 The payment of Wages Act, 1936.

14.18.12 The Delhi Shops & Establishment Act, 1954.

14.18.13 The Workmen's Compensation Act. 1923.

14.18.14 The Employer's Liability Act, 1938.

14.18.15 Central Electricity Authority (Measures relating to safety & electric supply) Regulation, 2010

14.18.16 The CONTRACTOR shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment.

Provided that such background check(s) shall be conducted ***with prior consent of the personnel***. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employee arising out of or against any such background check(s).

## **15.0 STATUTORY PERMISSION/ APPROVALS:**

The CONTRACTOR shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary. Broadly, the compliance shall be as detailed in ANNEXURE-C enclosed.

**16.0 REPRESENTATION, WARRANTIES AND GUARANTEES:**

The Contractor hereby represents warrants and guarantees that:

- i) It is a legally recognized entity under the laws of India;
- ii) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Contract;
- (iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v) It shall procure vehicles and manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
- vi) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company;
- vii) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract;

**17.0 TECHNICAL INFORMATION/DATA:**

The COMPANY and the CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The COMPANY and the CONTRACTOR will keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the COMPANY

with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the COMPANY against any loss, cost of damages or claim by any party in respect of such breach.

**18.0 CONFIDENTIAL INFORMATION**

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others.

The VENDER shall, at all times use their best endeavour to keep confidential all information. Accordingly, the VENDOR shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which:

was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ;

is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;

is received by either the COMPANY or the VENDER from a third party without restrictionis independently developed by either the COMPANY or the VENDER provided that

(i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and

(ii) the VENDER may provide to their employee any information necessary to carry out the services.

#### **19.0 ASSIGNMENT:**

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party without the prior written consent of the COMPANY. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

#### **20.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:**

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

#### **21.0 FORCE MAJEURE:**

##### **21.1 General:**

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

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

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

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

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

##### **21.2 Specific Events of Force Majeure:**

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and

Explosions or fires

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

### **21.3 Notice of Events of Force Majeure:**

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

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis

Provide prompt notice of the resumption of full performance or obligation to the other party.

### **21.4 Mitigation of events of force majeure:**

The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

### **21.5 Burden of proof:**

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

**21.6 Terminations for certain events of force majeure:**

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

**22.0 RISK & COST:**

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change within the scheduled period and even after the extended period, the contract shall get cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

**23.0 Environmental, Health & Safety Plan:**

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

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) 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
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractor's staff are accountable for the following:

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

**24. SAFETY CODE:**

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

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety

requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety 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.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents. In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

#### **25.0 WORKMEN COMPENSATION:**

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

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

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

#### **26.0 THIRD PARTY INSURANCE:**

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not engaged for the work of the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

#### **27.0 ARBITRATION:**

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be New Delhi only.

#### **28.0 INDEMNIFICATION:**

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

a) any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.

b) any act or omission of contractor or its employees or agents.

c) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including the employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

#### **29.0 GOVERNING LAWS AND JURISDICTION:**

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

#### **30.0 NOTICE:**

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

BSES Yamuna Power Limited  
III Floor, "A" Block, Shakti Kiran Building,  
Karkardooma  
New Delhi-110032

#### **31.0 PERFORMANCE:**

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

#### **32.0 ENTIRE AGREEMENT:**

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

#### **33.0 AMENDMENT:**

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

#### **34.0 EFFECTIVE DATE AND VALIDITY:**

The award of work shall become effective for all purposes from the releasing the LOI / contract and shall remain valid for a year. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.



**35.0 TERMINATION:**

During the course of the execution, if at any time the COMPANY observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the VENDER not found satisfactory, the COMPANY reserves its right to cancel/ terminate this Agreement giving 15 days notice without assigning any reason and the COMPANY will recover all damages including losses occurred due to loss of time from the VENDER. On receipt of such notice the VENDER shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The VENDER shall hand over the COMPANY all drawing/documents prepared for this contract up to the date of cancellation of order.

**36.0 ACCEPTANCE:**

Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the #Vendor Code of Conduct# displayed on the official website of BYPL ([www.bsesdelhi.com](http://www.bsesdelhi.com))& as per attached "Annexure-6" also, which shall be treated as a part of the contract/PO/WO.

Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

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

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 Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and Complete scope of work.

Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

## **ANNEXURE-1**

### **1. SCOPE OF WORK:**

The scope of work of contractor will be providing the Telephone operator services in O&M complaint centers in various divisions of BYPL. List of complaint centers is enclosed herewith

The Contractor has to confirm and undertake the full responsibility of the assigned works and up to the satisfaction of the BYPL. The detail of works to be carried out by the contractor is as mentioned below. 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 BYPL 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 BYPL finds the manpower not suitable or not up to the mark, the contractor shall deploy the alternate manpower immediately.

Further, the BYPL 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 BYPL 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 BYPL 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 BYPL 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 BYPL and nominee of the contractor shall work jointly. The contractor shall keep the BYPL informed of the work progress as per the BYPL requirement in addition to timely submission of monthly reports when demanded by the BYPL to facilitate a review.

The detail scope of work will comprises the following:

#### **1.1 CONTRACTOR'S SCOPE:**

a) Contractor will provide the Telephone operator services in O&M complaint centers in various divisions of BYPL. One seat is equal to one complaint centre.

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. BYPL 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.

(iii) Post closure of complaint make outbound calls to customers regarding redressal of Complaints or any other initiative as decided by BYPL.

(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.

d) Behavioral & Domain training to the TO's will be provided by the contractor as required and mutually agreed.

e) A buffer of 5% 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 BYPL. 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 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 should be willing to work in shifts.

(vi) He should be having requisite Customer handling skills.

(vii) He should have basic telephone etiquettes.

h) Qualification criteria for Supervisor:

(i) Minimum educational qualification: Graduate

(ii) Good written and spoken communication skills both in Hindi and English.

(iii) He 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.

(iv) He should be having requisite Customer handling skills.

## **1.2 BYPL - SCOPE of WORK:**

a) Provision of office space and stationery.

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 BYPL offices concerned shall be issued suitable instructions to assist the contractor as may be required for efficient functioning of the system.

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

### **1.3 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 center wise shift-wise attendance report - Source: OMS

Complaint Center wise wrong closure report - Source: Call center

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

### **1.4. Incentive & Deterrence:**

Failing to achieve attendance (100%)- Penalty of Rs 1500/- per seat per shift on a monthly basis.

In case a wrong closure exceeding 1% of the total complaints during the month is reported by the T.O., then a penalty of Rs. 100 per wrong closure will be levied.

a) In case 0.2% or less of wrong closures are reported during the month, then incentive at the rate of Rs. 50 \* 1% of total complaints closed during the month will be paid by BYPL.

b) In case of disclosure of password is done to any third party, then the Services of TO shall be terminated immediately and substitute has to be provided in 3 working days.

c) Suitable penalty will be levied if telephone or computer provided for imparting services is being misused by the T.O.

**2.0** List of complaint centers & Tentative Required resources of TOs:

(i) List of complaint Centre:-

<b>AMC TO's Requirement of [01.01.2020 to 31.12.2020]+ one supervisor</b>			
<b>Division</b>	<b>Name of Zone</b>	<b>Existing AMC</b>	<b>AMC Requirement-2020</b>
CCK	Hamilton Road		1 [Against-Retirement]
	Lahori Gate	4	
	Old Lajpat Rai Market / Town Hall	1	
DRG	Jama Masjid / Hauz Quazi	4	
PHG	B G Road	2	
	Ram Nagar & Chuna Mandi	2	
PNR	East Patel Nagar	4	
	Kikarwalan [Sarai Rohilla]	3	
SRD	Chapperwalan	2	
GTR	E&F Dilshad Garden	1	
	G T Road Shahdra	1	
	Zafrabad DDA Flat	3	
NNG	C-2 Nand Nagri	1	
	MIG Flats, East Of Loni Road	2	
	West Jyoti Nagar (Sudamapuri)	1	
KWN	Karawal Nagar	4	
	Sonia Vihar	1	
YVR	C-12 Yamuna Vihar	4	
	Ghonda	4	
	Seelampur [Shastri Park]	4	
KKD	Kasturba Nagar [Vivek Vihar]	3	
	Saini Enclave	2	
KNR	C-Block Krishna Nagar [Kanti Nagar]	4	
	Gagan Vihar	4	
	Geeta Colony 17-Block	1	
LNR	B-Block Preet Vihar 2502	2	
	Priyadarshni Vihar (LN) 2501	2	1 [Against-Retirement]
	Sub Stn No 13 Madhu Vihar 2504	2	
	Sub Stn No 6 Mandawali 2503	4	
MVR I&II	Pocket-C Mayur Vihar II	4	
	P-Pandav Nagar [Trilok Puri]	4	
CSC	Shankar Road	4	
<b>Total</b>		<b>84</b>	<b>2</b>

- ❖ In addition to above, One supervisor will be provided by the contractor. The Supervisor will supervise the overall seats in all circles of BYPL
- ❖ BSES reserves the right to change/add/remove any of above complaint centers mentioned above as per requirement.
- ❖ BSES reserves the right to increase or decrease any no. of TOs/supervisor at any point of time before or after award of contract.

**ANNEXURE-2****STATUARY REQUIREMENT**

The Contractor should obtain and submit the following details before commencement of work.

- ❖ Certificate of registration under Contract labor (R & A) Act 1970.
- ❖ PF Code No. and all employees to have PF A/c No. under PF Act, 1952
- ❖ All employees to have a temporary or permanent ESI Card as per ESI Act.
- ❖ ESI Registration No.
- ❖ To follow Minimum Wages Act prevailing in the state.
- ❖ The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases needs to be submitted to HR (CMC). A certificate to this effect should be certified & enclosed with the bill.
- ❖ To maintain Wage cum Attendance Register.
- ❖ To maintain First Aid Box at Site.
- ❖ GSTIN registration.
- ❖ Electrical License.
- ❖ Workmen compensation policy.
- ❖ Third party Insurance Policy.
- ❖ PAN number.
- ❖ 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.
- ❖ The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
- ❖ The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the Following month that he has complied with the following:
  - (I) has paid minimum wages to his manpower.
  - (II) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.
- ❖ Group personnel accident policy for all employees (minimum of Rs. 10 Lac).
- ❖ All employees to have a temporary or permanent ESI Card as per ESI Act or Suitable Medclaim Policy with family floater.

**ANNEXURE-3: PRICE FORMAT**

<b>S.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Basic Unit Rate Per seat in Rs.(I/C of all taxes Except GST)</b>
1	Charges for providing Telephone Operator in complaint center in BYPL	Per Month Per TO	
2	Charges for providing 1 No. Supervisor for all complaint centers of BYPL	Each	

GST@ 18 % shall be paid extra on the above quoted rate

**Breakup of Salary also be attached with Price bid for both Supervisor & Telephone operator**



**ANNEXURE-4**  
**BID FORM**

To

Head of Department

Contracts & Material Deptt.

BSES Yamuna Power Ltd

III Floor, "A" Block, Shakti Kiran Building,

Karkardooma, New Delhi-110032

Sir,

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

Having examined the Bidding Documents for the above named works, we the undersigned, offer to provide our services in full conformity with the Terms and Conditions and technical specifications for the sum of..... figures.....) or such other sums as may be

determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of work order/letter of intent.

If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.

We agree to abide by this Bid for a period of 120 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.

Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest, or any bid you may receive.

There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction

of Contract.

Dated this..... day of..... 2019

Signature..... In the capacity of -----

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

(IN BLOCK CAPITALS) .....

**ANNEXURE-5**  
**PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee No.

Place:

Date:

To

BSES Yamuna Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has

awarded to M/s.. with its Registered/ Head Office at

(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the value of the Contract is Rs. (The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee the due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at

(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3 months from the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 2019 at

1. For Bank

2. Signature Name Power of Attorney No: Banker's Seal

**ANNEXURE-6**

**VENDOR CODE OF CONDUCT**

Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the (Vendor Code of Conduct) displayed on the official website of BYPL ([www.bsesdelhi.com](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract/PO/WO.

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

In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

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

**ANNEXURE-7****Bidder should furnish the below details for future communication:-**

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

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

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

**ANNEXURE-8**

<b>(Tender No. CMC/BY/19-20/RB/AS/47)</b>		
<b>S. No.</b>	<b>Qualification Criteria</b>	<b>Proof attached(TICK)</b>
1	Bidder should have relevant experience in providing manpower for complaint centres /call centres for related field in electrical utilities /SEB 's/Discom / other govt organization in last 3 financial years. Preference will be given to those bidders who are in the field of manpower providing business and having experience in Delhi/NCR.	
a)	FY-2018-2019 (Work Order / Performance Certificate)Rs./Lac.	
b)	FY-2017-2018 (Work Order / Performance Certificate)Rs./Lac.	
c)	FY-2016-2017 (Work Order / Performance Certificate)Rs./Lac.	
	The bidder should have headcount of at least 300 employees on their payroll who shall be covered under PF/ESI registration as per Govt labour laws, of which at least 100 personnel should be deployed on a single project in hand /executed in last 3 financial years .proof of ESI& PF shall also be enclose with the bid	
2	Bidder must provide proof of having solvency of an amount equal to Rs.50 Lacs from any nationalized/ scheduled commercial bank.	
3	Bidder must provide proof of having average annual turnover of FIVE CRORE during the last three financial years.	
a)	FY-2018-2019 (Amount/Certified Certificate)	
b)	FY-2017-2018 (Amount/Certified Certificate)	
c)	FY-2016-2017 (Amount/Certified Certificate)	
4	Bidder should have valid Registration No. of GSTIN.	
5	Bidder should have PAN No. & should fulfil all statutory compliances like PF, ESI registration.	
6	Bidder should have a valid Electrical License issued by Delhi Govt. for doing electrical works in Delhi region.	
7	Firms who are debarred/blacklisted in other utilities in India will not be considered.	
8	Bids received from Joint Ventures / consortium shall not be considered.	
9	Duly signed & stamped tender documents submitted.	
10	Bidder shall furnish the following commercial & technical information along with the tender :	
a)	Latest Balance Sheet.	
b)	Details of constitution of the company (Proprietary / Limited. Along with the details)	
c)	Memorandum & Articles of Association of the Company.	
d)	Organization Chart of the Company.	
e)	Experience details with credentials.	
f)	Turnover certificate issued by C.A. for the last three Financial Years.	

**FORMAT FOR 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 carrying out of [*name and/or description of the Job*] (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 BSES Shakti Kiran Building, Karkardooma, Delhi -110032, (herein after called —the "Purchaser")in the sum of Rs. ....-/- (Rupees .....only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of\_\_\_\_\_ 2019

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s).

This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

**Beneficiary's bank detail with IFSC Code:**

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & GroundFloor, Preet Vihar, Main Vikas Marg, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911020005246567
5. IFSC Code: UTIB0000055

CHECK LIST FOR (PART A) TECHNICAL BID

1. EMD of requisite amount
2. Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
3. Documentary evidence in support of qualifying criteria.(annexure 8)
4. Technical Literature if any.
5. Any other relevant document
6. Acceptance to Commercial Terms and Conditions via DeliverySchedule/period, Payment terms, BG etc.
7. Bid also contain the tender Document with all pages signed & stamped with bidder's seal.

PART B FINANCIAL BID

**FINANCIAL BID** comprising of Prices strictly in the Format enclosed in ANNEXURE -3