

Tender Notification for

“Providing Support services in Miscellaneous Department of BYPL”

NIT No.: CMC/BY/21-22/RS/PM/19

Due Date and Time of Submission: 30.08.2021, 15:00 HRS

BSES YAMUNA POWER LIMITED

Shakti kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 41247191/41249388

BSES YAMUNA POWER LTD (BYPL)

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SECTION-I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes “single stage two envelopes basis” for “Providing Support services in Miscellaneous Department of BYPL” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

“Providing Support services in Miscellaneous Department of BYPL”

“NIT NO CMC/BY/21-22/RS/PM/19”

- 1.1.1 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract
- | | |
|--|--|
| Estimated cost of Contract: | ₹ 1.85 Crs |
| Earnest money Deposit: | ₹ 3.70 Lakh |
| Cost of Tender (Non-Refundable): | ₹ 1180/- |
| Completion period of the Contract: | One year or as defined in the contract |
| Date & time of Pre Bid Meeting: | 23.08.2021 at 11:00 HRS (For detail refer Cl. No. 1.4, Pre-Bid Meeting) |
| Date & time of Submission of Tender: | 30.08.2021 till 15:00 HRS (For details refer Cl. No.1.4.1 BID SUBMISSION) |
| Date & time of opening of Tender: | 31.08.2021 at 14:30 HRS (Opening of technical bid) |

Tenders shall be opened at the time and date as specified in the tender via digitally on the Zoom Meeting, in the presence of those bidders or their authorized representatives who may choose to be present. - The details of Zoom meeting as below:-

Link: - <https://zoom.us/j/8672899211>
Meeting ID - 867 289 9211
Password - 654321

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

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

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

1.2 POINTS TO BE NOTED

- 1.2.1 Contracts envisaged under this Tender are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfil the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- A. Request for quotation/ Notice Inviting Tender
 - B. Instructions to Bidders
 - C. General Terms & conditions
 - D. Scope of Work & specifications
 - E. Bill of Quantities/ Price Format
 - F. Formats and Annexures
- 1.2.4 The Contract shall be governed by the details listed in para 1.2.3 above.
- 1.2.4 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/Work orders. Tender will be summarily rejected if:

- Earnest Money Deposit (EMD) of value INR ₹ 3,70,000/- is not deposited in shape of Fixed Deposit Receipts (FDR)/ BG/ DD/ Pay Order/ Banker's Cheque, RTGS/NEFT drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.

In case of RTGS/NEFT transaction, bidder will furnish the details of transaction at least 2 hours before the scheduled date/time of tender opening for verification and copy of UTR will be submitted in the techno-commercial envelope.

- Tender document is downloaded from website and tender fees is not submitted.
- The offer does not contain price at purchaser site indicating break-up towards all taxes, duties & freight.
- Complete Techno-commercial details supported by relevant documents are not enclosed.
- **If pre-bid meeting is not attended by the bidder**
- Tender received after due date and time.

1.3 Qualification Criteria:

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

1. The bidder must be a contractor for providing resource services in the same or similar area of work or in the SLAs of similar nature having its office in NCT of Delhi or adjoining towns of NCR. The office should have full fledged statutory compliance team. The Head/ incharge of this office should be competent enough to take all decision related to the contract. The agency should have requisite skills, knowledge, expertise, experience and system as per the requirement of the company and capability to act as SLA agency with trained and experienced person with requisite skill and knowledge to perform the function.

1. Bidder must have extensive experience of carrying out similar type of Contracts and must have executed/ running a single contract order of minimum value of ₹ 1.10 Crores or two contracts of ₹ 0.88 Crores or three contracts of ₹ 0.66 Crores each in same or similar nature in the last three years. Bidder should have average annual turnover of ₹ 5 Crores in last three financial Years. A certificate of chartered accountant to be attached with the Bid in this regard.
2. Bidder should have valid Registration No. of GSTIN. Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration.
3. An undertaking that the bidder has not been blacklisted/debarred by any central/state government or by any other institution including electricity boards.
4. Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have provided services in same or similar SLAs in BYPL or any other utility companies. The Agency need to submit performance certificates for the works undertaken including in BYPL or sister concern along with the technical bid

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

Please Note:

- 1) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- 2) Company reserves the right to carry out technical/ commercial capability/ infrastructure assessment of the firms by inspection or by any other means and company's decision shall be final in this regard.
- 3) Company reserves the right to award a small portion of work to any new vendor for vendor development purpose who meets the financial qualifying requirement.
- 4) Firm shall furnish the following commercial & technical documents along with the tender:
 - a) Covering letter on Letter Head.
 - b) Notarized Power of attorney for signing of application/ tender
 - c) Agency's Profile
 - d) Financial capabilities of the firm:
 - Latest balance sheet
 - Detail of Banker & Cash Credit limit
 - Turnover certificate issued by C.A for the last three Financial Years.
 - e) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd.)
 - f) Memorandum & Articles of Association of the Company/Partnership deed.
 - g) Organization Chart of the company
 - h) Details of resource engagement capability
 - i) Experience with credentials and performance certificates
 - j) Copy of ESI/PF Registration certificate
 - k) Copy of PAN/Service tax no.
 - l) Premises Detail.
 - m) Copy of GST Return last Financial Year.
 - n) List of pending litigation with government/other institution on account of executing any work order.

1.4 Pre-Bid Meeting: (Mandatory for participation in this tender Refer clause 1.2.4 for bid rejection)

Time: 23.08.2021 11:00 HRS India

Link: - <https://zoom.us/j/8672899211>

Meeting ID - 867 289 9211

Password - 654321

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

1.4.1 BID SUBMISSION:

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(two) parts at following address:

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

Hard copy of Tender documents shall be submitted at main gate in tender box.

Bidders will intimate through mail/SMS within 02 hours from the submission time to TPC and Concern Buyer

Bidder has to ensure that tender copy is dropped in correct box designated for tender submission only.

BYPL shall not be responsible for any wrong placement of tender document by bidder.

PART A: TECHNICAL BID:First envelope shall contain: Technical documents and support document of PQR will submit in **PEN/Electronic drive** and commercial documents in paper form (hard copies) like bid form, commercial terms and power of attorney (if applicable) and envelope superscribing Techno commercial on it.

The details of technical bids are as following:

- EMD of requisite amount
- General information about bidder
- Documentary evidence in support of all the qualifying criteria
- Technical Literature if any.
- Tender document.
- Details of experience of works of same or similar nature. Copy of work orders and

- performance certificates.
- Power of attorney
 - An undertaking that salary of deployed resource shall be as per applicable minimum wages in NCT of Delhi and all other statutory compliances. Also the salary shall be credited through ECS in the account of resource deployed.
 - Deviations if any.
 - Copy of all statutory Registration certificates like, ESI, PF etc.
 - Any other relevant document

PART B: FINANCIAL BID: Second envelope shall contain: Price bids in paper form (hardcopies) in sealed envelope and envelope superscribing Price Bid on it

Both the envelopes are placed in bigger envelope superscribing Techno commercial and price bid and Tender no., bidder name, contact details on it.

Comprising of Prices strictly in the Format enclosed in **SECTION V**

TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ	30.08.2021 15:00 HRS
2	PART A Technical and Commercial Bid	Technical bid along with all documents as mentioned in this tender	Tender will be opened next day from the date of submission at time schedule by TPC
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V)	Successful bidders will be intimated through website

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

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

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

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

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

1.4.2 Award Decision

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

1.4.3 Market Integrity

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

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

1.4.4 Confidentiality

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

All RFQ documents remain the property of BYPL and all bidders are required to return these documents to BYPL upon request. Bidder(s) who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

1.5 Contact Information

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

Address	Name/ Designation	E-mail Address
Technical		
HR Dept. 1st Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Mr. Alok Verma (Head – HR CMC)	Alok.Verma@relianceada.com
Commercial		
C&M Dept. 3rd Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Mr. Prajay Mishra GM – (C&M)	Prajay.Mishra@relianceada.com 011-4124 9388
	Mr.Santosh Srivastava Head – (Contracts)	Santosh.V.Srivastava@relianceada.com 011-4124 9850
	Mr. Robin Sebastian Head – (C&M)	Robin.Sebastian@relianceada.com 011-4124 9230

SECTION-II

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

BSES YAMUNA Power Ltd, hereinafter referred to as “The Company” is desirous for “Providing Support services in Miscellaneous Department of BYPL” and it has now floated tender as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope includes Support services in Miscellaneous Department of BYPL. Detailed scope of work shall be as enumerated in Section IV

3.0 DISCLAIMER

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

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

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

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

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

SECTION – I: REQUEST FOR QUOTATION
SECTION – II: INSTRUCTIONS TO BIDDER
SECTION – III: GENERAL TERMS AND CONDITIONS
SECTION – IV: SCOPE OF WORK

SECTION – V:	BILL OF QUANTITY/PRICE FORMAT
SECTION – VI:	BID FORM
SECTION – VII:	FORMATS FOR EMD ETC.

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to the Bidders or by way of uploading the corrigendum on BSES website, and will be a binding.

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

7.0 PREPARATION OF BIDS

LANGUAGE OF BID

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

8.0 DOCUMENTS COMPRISING THE BID

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

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

9.0 BID FORM

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

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder’s conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Bidders will submit Tender Fees through DD/ Pay Order/ Banker's Cheque, RTGS/NEFT drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.
- (b) Bidders will submit EMD through DD/BG/FDR/ RTGS/NEFT.
- (c) In case of RTGS/NEFT transaction, bidder will furnish the details of transaction at least 2 hours before the scheduled date/time of tender opening for verification and copy of UTR will submit in the techno-commercial envelope.
- (d) Fixed Deposit Receipts (FDR)/ BG/ DD/ Pay Order/ Banker's Cheque, RTGS/NEFT drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi valid for 3 (three) months after the last date of receipt of tenders
- (e) BG from a nationalized or scheduled bank in favour of BSES Yamuna Power Limited valid for 3 (three) months after last date of receipt of tender

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

The EMD may be forfeited in case of:

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

10.0 BID PRICES

- 10.01 Bidders shall quote for the entire Scope of Contract with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender.

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

- 12.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with – "Technical Bid & Commercial Terms & Conditions". The price bid shall be inside another sealed envelope with superscribed – "Financial Bid" Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed – "Tender Notice No. & Due Date of opening"
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

17.0 ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

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

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

20.1 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

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

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

23.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

- (a) Contract completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents
- (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
- (e) Change in the quantity from mentioned in the tender

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

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

24.0 CONTACTING THE COMPANY BEFORE AWARD OF CONTRACT

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

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

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

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract.

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRADULENT PRACTICES

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

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

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

SECTION – III:

GENERAL TERMS AND CONDITIONS

General Instructions:

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

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

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

1.1. Company:

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

1.2 Contractor:

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

1.3 Rate:

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

The finalized rates will remain firm and fixed for the entire duration of the contract and not subject to escalation on any account except for change in Minimum Wage (MW) by statutory authority.

1.4 Contract Order Specification:

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

1.5 Site:

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

2. OFFICER-IN-CHARGE:

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

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

4. LANGUAGE AND MEASUREMENT:

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

5.0 VALUE OF THE CONTRACT ORDER:

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

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

6.0 TAX & DUTIES:

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

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

7.1 CONTRACTOR shall furnish the Security in the form of Performance Bank Guarantee (PBG) in the prescribed format (Annexure-II) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.

7.2 The Security Performance Bank Guarantee shall be 5% of the total value of the initial order inclusive of taxes & duties and shall be valid till completion, plus three (3) months towards the claim period. The value of the PBG shall be increased for an increase in the value of the order due to any amendment, if desired by the company.

- 7.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.
- 7.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 7.5 In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.
- 7.6 Contractor shall ensure that the Services are carried out in accordance with the terms and conditions of this Service Contract. If the Services are not carried out to the satisfaction of BYPL, whose decision shall be final and binding, the Bank Guarantee shall be en-cashed and in addition, the Contractor shall be liable to pay and / or reimburse to the Company a sum equal to Rs. 1 lakh. Further, the Company reserves the right to terminate the Service Contract with immediate effect and the Contractor shall not be liable for any compensation under the Service Contract.

8.0) TERMS OF PAYMENT:

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

Invoices raised for work carried out under this order, in the manner indicated above, will be returned to the Service Provider by Engineer-in-charge within 3 days of its receipt, duly certified by Engineer-in-charge as under:

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

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

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

The Service Provider shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary paid in previous month along with the bills of the current month. The bill of service providers shall not be cleared till the submission of such proof.

- 8.4 Notwithstanding anything with the release/ payment of bills by the Company to the Service Provider, the Service Provider shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Service Provider pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release/payment of the bill by the Company to the Service Provider and the payment of any salary, wages or any other dues whatsoever by the Service Provider to its employees, workmen and laborers.
- 8.5 Service Provider shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in clause no 5.
- 8.6 100% payment shall be released on submission of bill and certification of work completion by Officer In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.
- 8.7 The contractor shall submit the invoice along with the checklist duly filled in. An invoice shall be processed and payment shall be made to contractor on certification of Officer In Charge for compliance to check points given in check list. The check list shall be provided by Officer In Charge.
- 8.8 The company may modify the procedure for the submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

9. STATUTORY OBLIGATIONS:

- 9.1 The Service Provider shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. Service Provider has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above and shall provide proof to the Company, from time to time or as may be specifically requisitioned by the Company.
- 9.1A. The service provider acknowledges and agrees that the functions under this contract involve discharging statutory duties of enforcement related to theft as provided under the Electricity Act, 2003. Accordingly, the service provider shall ensure that all statutory measures are in place at its disposal so that there are no irregularities which would be contrary to the requirements of the statutory provisions provided in the 2003 act insofar as containing the theft of electricity and mandatory requirements to be followed.
- 9.2 The Service Provider shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.
- 9.3 Service Provider shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labor (Regulation and

Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Service Provider shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or to become due to Service Provider or any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Service Provider shall abide by the decision of the Company to the sum payable by Service Provider under the provisions of this clause.

9.4 STATUTORY REQUIREMENTS:

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

9.4A. Any special permission which may be required under the statutes or any other applicable laws before the commencement and implementation of the support services as contemplated under the present contract which is related to assisting the utility in the enforcement of theft of electricity which is a penal offense under the electricity act 2003

9.4B.

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number.
- e) PAN No.
- f) Contract Tax Registration Number
- g) The resource which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of Rs. 2.00 lacs
- h) To maintain First Aid Box at Site.
- i) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- j) **INSURANCE POLICY FOR LIFE COVER:**
 - I - Contractor must take a GPA (Group Personal Accidental Policy) for staff deployed in BYPL for this work to insure them against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 15 Lacs (Risk III,Death+ Permanent Total Disability + Partial Permanent Disability.
 - II - COVID-19 insurance cover for staff deployed in BYPL for this work to insure them against any loss of life due to COVID-19. The Policy shall have coverage of Rs. 10 Lacs.

In addition to the above the Contractor must follow:

- a) Minimum Wages Act prevailing in the state.
- b) Distribution of Salary / Wages through ECS to all the deployed work force or in presence of Company's representative not later than 7th of each month.
- c) To maintain Wage-cum -Attendance Register.
- d) Antecedents verification of deployment

Without limiting the foregoing terms of the present Order/ Contract the contractor shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with the prior consent of the personnel. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employees arising out of or against any such background check(s).

- e) In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.

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

- f) Statutory compliances shall be submitted to the Compliance cell on monthly basis.

10. Penalty/Incentive:

- 10.1 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.
- 10.2. Failure by the Contractor's personnel to wear PIC shall attract a penalty of Rs.50/- per incident per item per day.
- 10.3. In case, any of the executive found-out, not serving his part of duty on any day as per the instructions; it will be fined at the rate of Rs 500/- per person per day.
- 10.4 A separate penalty based on scorecard shall also be levied.

11.0 Penalty Clause on statutory:

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order/contract, by Agency and if the same is demanded from BYPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BYPL. 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 receiving NOC from BSES".

12.0 Termination:

Either party may terminate this agreement in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within in a period of Thirty (30) days from the date of receipt of the notice from the aggrieved. Party requesting it to cure the breach, provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from Force Majeure, defined herein below, such failure shall not constitute a

breach of this agreement. Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

- a) The other party makes an assignment for the benefit of its creditors: or
- b) The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;
- c) The representation and warranties made by the other party are false or misleading;
- d) Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30(THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency
- e) BYPL also has the right to terminate services under this contract immediately OR in case of non-performance and gross violation of various compliances and applicable laws.

13.0 INDEMNITY:

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 the Contract.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of the 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 Contracts and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

14.0 EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Contract Order or in law, terminate the whole or any part of this Contract Order 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 order including but not limited to any of the following cases:

- a) Failing to complete execution of Contract within the terms specified in the Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contract.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contract.

- d) Failing to comply with any of the terms or conditions of this Contract order.
In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under the Contract order or in law including without limitation the right to penalize for delay under clause 14.0 of this Contract , the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.
- e) Failure on the part of the service provider 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.

15.0 RISK & COST:

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

16.0 GOVERNING LAW AND ARBITRATION

1. Governing Law: This Work Order shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
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 of a sole arbitrator jointly appointed by both the parties herein. The party seeking to invoke arbitration shall give a notice of appoint of the sole arbitrator. The other party shall give its consent to the appointment of the sole arbitrator and intimate the same within thirty days of the receipt of the notice of arbitration. In the event that the parties do not agree to the name of the sole arbitrator within the specified period the Parties shall approach the High Court of Delhi for directions under the Arbitration and Conciliation Act 1996 for nomination of a sole arbitrator by the High Court. 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.

17.0 FORCE MAJEURE:

17.1 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 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 party's 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.

- (iii) 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
- (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 with Article 14.1

(I) 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:

- 1. 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, etc.
 - b. Explosions or fires or flood
 - c. Epidemics notified as such by Central Govt or GONCTD;
- 2. Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- 3. Declaration of the Site as war zone.
- 4. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

(II) 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:

- 1. Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- 2. Be entitled to suspend performance of the obligation under the Contract which is affected by followed good industry practice, such event or circumstance shall not constitute Force Majeure event for the duration of the force majeure event
- 3. Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- 4. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- 5. Provide prompt notice of the resumption of full performance or obligation to the other party.

(II) MITIGATION OF EVENTS OF FORCE MAJEURE

The Agency 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.

(III) 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.

(IV) **TERMINATION 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.

18.0 SECRECY CLAUSE:

The technical information, drawing 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 in any form, 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 the order. These technical information, drawing and other related documents shall be returned to the COMPANY with all approved copies and duplicates including 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.

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.

19.0 SAFETY CODE:

The Contractor shall ensure adequate safety precautions at the 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 the 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 co-ordinator 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 must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing COMPANY's work.

In order to maintain security and zero fatal accidents, Safety shoes (S3 or SB) of renowned brand should be provide to the resource deployed in BYPL which are doing testing of meters installed on voltage level 415v at least once in a year of contract period.

LT Line tester (renowned brand) is to be provided at least twice during the contract period to check and maintain security during testing in case of leakage current.

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 properly 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.

The contractor shall also comply with BYPL safety requirement elaborated in Annexure-IV of this contract.

20.0 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) 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 parties.

21.0 WORKMEN COMPENSATION:

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the VENDOR 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 is no worker involve other than those who are covered under ESI and PF by the VENDOR, the VENDOR shall certify for the same.

The VENDOR 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 VENDOR 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 VENDOR, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the VENDOR shall abide by the decision of the COMPANY as to the sum payable by the VENDOR under the provisions of this clause.

22.0 THIRD PARTY INSURANCE:

The Agency shall, prior to commencement of the jobs under this Contract, take out a comprehensive insurance policy 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/Company engaged or not engaged for the work of the Company, by or arising out the execution of the work or temporary work or in carrying out of jobs under this Work Order.

23. NOTICE:

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 Service Provider or BYPL as mentioned hereinabove 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 Service Provider or BYPL.

24. REPLACEMENT OF RESOURCE(S)

24.1 If the Company finds any employee of the Service Provider guilty of any misconduct, incompetence or negligence, the Service Provider shall, if so intimated by the Company shall at once remove such employee and replace him by a qualified and competent substitute.

24.2 Service Provider shall keep the Company informed of all resource replacements and all such data shall be submitted to the Officer-in-Charge along with personal & qualification details.

24.3 If any employee of the Service Provider found included in unfair practices or causing direct or indirect damage to Company Image / Property /Revenue immediate action to be taken by the Service Provider and Company to be suitably compensate for the loss incurred by the Company.

25. HUMAN RESOURCE ISSUES:

- i) The Contractor would execute these works through their own resources.
- ii) 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 currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii) The Contractor to deploy their resource immediately for carrying out the work as specified above.
- iv) 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.
- v) The Contractor shall not deploy the resource below the age of 18 years and also shall not deploy the resource above the age of 60 years.
- vi) 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 resource. All the legal dues of their resource is to be paid on due date or within 8 days on the termination of resource.
- vii) All safety wears required for the Contractor's resource during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears.
- viii) The Contractor shall be responsible for discipline of his resource and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, if in the opinion of the Company such resource 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.
- ix) The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
 - * has paid minimum wages to his resource as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - * deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

- x) The Contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the COMPANY immediately in writing.
- xi) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.
- xii) 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.
- xiii) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- xiv) 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.
- xv) The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):
 - a) The Child Labour (Prohibition and Regulation) Act, 1986.
 - b) The Contract Labour (Regulation and Abolition) Act, 1970.
 - c) The Employee's Pension Scheme, 1995.
 - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - e) The Employees State Insurance Act, 1948.
 - f) The Equal Remuneration Act 1976.
 - g) The Industrial Disputes Act, 1947.
 - h) The Maternity Benefit Act 1961.
 - i) The Minimum Wages Act, 1948.
 - j) The Payment of Bonus Act, 1965.
 - k) The Payment of Gratuity Act, 1972.
 - l) The payment of Wages Act, 1936.
 - m) The Delhi Shops & Establishment Act, 1954.
 - n) The Workmen's Compensation Act. 1923.
 - o) The Employer's Liability Act, 1938.
 - p) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 ("BOCW Act & Rules")
- xviii) The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.
- xix) 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 before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

- xx) Along with monthly bills contractor shall submit proper Challan for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the staff deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/ paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.
- xxi) The contractor will pay to its employees their salaries/wages (working under this contract); only thru crossed cheque or ECS (Electronic Transfers in their respective Bank Accounts)
- xxii) The Contractor will maintain all the registers (Attendance, Wages etc) at the work site. These registers will be signed by the Engineer-in-charge as per governing laws/rule/regulations.
- xxiii) Contractor will ensure that all resource laws are complied with in all respect; e.g. (but not limited to) issuance of I-Cards, providing Wages Slip, PF Statement, Providing On-time Wages etc.

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

- xxiv) Leave encashment (if any) should be settled within one month after completion of contract.

26. Deployment of Resources:

- a) Minimum number of resources to be deployed by the service provider shall be 51 at all time.
- b) In the event the contractor deposes lesser number of resources than as stated, then it shall be considered as a breach of this agreement and necessary/ adequate deduction will be done.
- 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 resource 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 COMPANY/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 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 containing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the service provider and /or the agency which is awarded the contract is expected to be of the highest standards.
- g) 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 to contractor.

27. CONTRACTOR'S OTHER OBLIGATIONS

- a. 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.
- b. The employees deployed by the Contractor shall be employees of the Contractor.
- c. At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- d. Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/ or additions in Contractor's opinion require an adjustment, Contractor shall notify the Company of such required adjustments to the Service Fee. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For the purpose of clarity, Contractor's employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. The Company shall be entitled to amend the Agreement in order to comply with public instructions, orders, rules and legislations applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Contractor unless expressly opposed in writing within ten (10) days from their communication. In case of opposition, The Company shall be entitled to terminate the Agreement for good cause.

- e. 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.
- f. The Contractor shall ensure that, the Contractor's personnel 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 certificate from him 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.
- g. 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.
- h. The Contractor shall provide uniforms, issue identity cards bearing the name of the Contractor to the Contractor's personnel and shall provide an authority letter to the Contractor's personnel and the Contractor's personnel shall carry the same when they are on duty at the COMPANY.
- i. The Contractor shall deploy such number of Contractor's personnel for each location as specified by COMPANY. The timings of the shift may be changed by COMPANY depending on the circumstances and after due consultation with the Contractor.
- j. Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
- k. The Contractor's personnel are required to mark their attendance in the manual registers maintained at the COMPANY locations. Additionally, wherever COMPANY has installed manual/electronic attendance marking devices, the Contractor's personnel are required to mark their attendance in those devices also at the time interval decided by COMPANY. At the end of the month a copy of the attendance sheet along with the attendance cards of such devices should be forwarded to COMPANY for processing of payment to Contractor by COMPANY. Without such attendance proof, no payment would be made.
- l. The Contractor shall fully guide, supervise and monitor the Contractor's personnel deployed in COMPANY locations by its Supervisors.
- m. 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.

- n. The Contractor agrees & undertakes to provide compensation to COMPANY for every dereliction of duty like unauthorised absence from duty, reporting to duty without name badge, sleeping during duty hours etc, reported by COMPANY staff and the compensation amount shall be equivalent to the one day payment made to the Contractor's personnel concerned for every occurrence of such reporting.
- o. If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, COMPANY reserves the right to cancel the arrangement in that location.
- p. The Contractor shall ensure that the Contractor's personnel posted by him at the COMPANY CMP observe discipline and good conduct. In the event of COMPANY finding any Contractor's personnel not observing proper discipline and / or proper conduct and / or committing misconduct, COMPANY shall direct the Contractor to forthwith withdraw such Contractor's personnel from the COMPANY and upon COMPANY directing the Contractor to remove such Contractor's personnel, such personnel shall be forthwith removed and the decision of COMPANY in this behalf shall be final.
- q. The service provider 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".

28. NON-EXCLUSIVITY:

The award of this agreement to the Service Provider shall not preclude the Company from awarding the same agreement for similar services at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion places the order on any other party.

29. 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.

30. Reports and Information

The contractor shall be obliged to submit or furnish to COMPANY, all or any information as desired by the company, in the form of a report or otherwise. The report may be required at regular intervals as specified by company or at Company's behest. 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 of the contractor to submit the desires information in the revised format. The contractor acknowledges and agrees that the submission of reports and information are a part of its statutory and contractual obligation to maintain complete confidentiality.

31. Waiver of Rights:

No delay or forbearance by either party in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single

or partial exercise of such right or power preclude any further exercise of such right of power

32. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

33. LIQUIDATED DAMAGE:

33.1 Service Provider shall ensure that the jobs are carried out in accordance with the terms and conditions of this Agreement. If the jobs are not carried out to the satisfaction of the Officer-in-Charge, whose decision will be final and binding, including events of delay for reasons attributable to the Service Provider, the Service Provider shall be liable to pay and / or reimburse to the Company a sum

i.) Equivalent to charges plus 30% over head charges will be recovered from the Service Provider's bill;

ii.) Equivalent to 0.5 % of the order value for each week or part thereof on delayed part or unexecuted part thereof until the actual date when the job is completed up to a maximum deduction of 5% of order value. Once the maximum deduction is reached the Company may consider termination of Agreement, at its sole discretion, without any liabilities to the Company.

33.2 The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Service Provider of the terms of this Agreement. The Company shall be entitled to set off the entire amounts due from the Service Provider against the Rates payable by Company to the Service Provider.

34. SUBLETTING:

The Service Provider shall not, without Company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Service Provider as envisaged herein provider that any such consent shall not relieved the Service Provider from any obligation, responsibility or duty under this Order.

35. PERIOD OF MOBILISATION:

Service Provider shall mobilize its resources to carry out the assigned services under this Agreement immediately so that services are made available from the date of start

36. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

- 36.1 The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over at the end of the contract.
- 36.2 The demobilisation/ Handover period will be a period of up to 30 days starting from the date of expiry of the contract. The Contractor would 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.
- 36.3 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.
- 36.4 No payments shall be admissible for the demobilization period.
- 36.5 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 from the bills of the contractor or the security amount or otherwise as applicable.
- 36.6 Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.
- 36.7 Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during Demobilisation/ handover on contract completion.

37. ENVIRONMENTAL, HEALTH and SAFETY PLAN:

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

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work Atleast 2 times medical check up (i.e BP, Sugar ,Hb and weight) during the contract period of employees engaged in C&M as a preventive measures from any sudden disease.
- (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 suppliers' instructions
- (iv) Make arrangements to ensure that all employees designated to work on or visit the site present himself for site induction prior to commencement of work
- (v) Provide details of any hazardous substances to be brought onsite



Yamuna Power Ltd.

- (vi) Ensure that a responsible person accompanies any of their visitors to site
All agencies' staff is 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.

SECTION IV

SCOPE OF WORK

1. The scope of work shall be defined by Officer-in-charge, Head - HR (CMC) or his nominated official.
2. The Contractor will perform the offered Service, acts and matters, on the basis of the terms defined herein and in accordance with such amended directions that the Company may from time to time desire, as are earlier mutually agreed between the Parties to the Contract.
3. The resource deployed by agency shall be on 26 days in a month basis as per Minimum Wages Act prevailing NCT of Delhi. All the resources shall be deployed after prior clearance of the Engineer In Charge.
4. Agency will submit all relevant documents as stipulated in the contract to Engineer Incharge for verification before the commencement of the work and thereafter as and when required in addition to Compliance Cell / C&M / Finance / HR Cell
5. The resource shall be deployed after clearance from BYPL.
6. The Contractor shall issue identity cards bearing the name of the Contractor to its employees and shall provide an authority letter to the them and the employees shall carry the same when they are on duty at the Company.
7. The Contractor shall ensure marking of attendance of its employees in the manual registers maintained at the Company locations. Additionally, wherever Company has installed manual/electronic attendance marking devices, the Contractor is required to mark the attendance of its employees in those devices also at the time interval decided by Company. At the end of the month a copy of the attendance sheet along with the attendance cards of such devices should be forwarded to Company for processing of payment to the Contractor by the Company. Without such attendance proof, no payment would be made.
8. The contractor will submit police verification report for the entire workforce deployed before submission of the first running bill.

SECTION-V

Commercial Bid/Price Format

Sub:- Providing Support services in Miscellaneous Department of BYPL

S.No	Description	Unit	Rate Per Month ₹	Amount ₹
1	Fixed Activities	LSM		

1. GST will be extra as per applicable rates.

Name & Seal of Company

SECTION-VI

BID FORM

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

Sir,

- 1 We understand that BYPL is desirous of services of in it's licensed distribution network area in Delhi
 - 2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the 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.
 - 3 If our Bid is accepted, we undertake to provide the services as per Scope of Work mentioned in SectionIV from the date of award of Work order / letter of intent.
 - 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
 - 5 We agree to abide by this Bid for a period of 90 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 have studied the provision of Indian Laws to deliver the 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 you are not bound to accept the lowest, or any bid you may receive.
 - 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
- Dated this..... day of..... 2021
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS).....

SECTION VII

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 supply of [name and/or description of the goods] (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 _____ 2021. The Conditions of this obligation are: 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 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.
(Stamp & signature of the bank)
Signature of the witness(s)

ANNEXURE -I

STATUTORY REQUIREMENTS:

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

- A. Any special permission which may be required under the statutes or any other applicable laws before the commencement and implementation of the support services as contemplated under the present contract which is related to assisting the utility in the enforcement of theft of electricity which is a penal offense under the electricity act 2003
- B.
- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
 - b) All employees to have a temporary or permanent ESI Card as per ESI Act.
 - c) ESI Registration No.
 - d) GST registration number.
 - e) PAN No.
 - f) Contract Tax Registration Number
 - g) The resource which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of Rs. 2.00 lacs
 - h) To maintain First Aid Box at Site.
 - i) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
 - j) INSURANCE POLICY FOR LIFE COVER:
 - I - Contractor must take a GPA (Group Personal Accidental Policy) for staff deployed in BYPL for this work to insure them against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 15 Lacs (Risk III,Death+ Permanent Total Disability + Partial Permanent Disability.
 - II - COVID-19 insurance cover for staff deployed in BYPL for this work to insure them against any loss of life due to COVID-19. The Policy shall have coverage of Rs. 10 Lacs.

In addition to the above the Contractor must follow:

- a) Minimum Wages Act prevailing in the state.
- b) Distribution of Salary / Wages through ECS to all the deployed work force or in presence of Company's representative not later than 7th of each month.
- c) To maintain Wage-cum -Attendance Register.
- d) Antecedents verification of deployment

Without limiting the foregoing terms of the present Order/ Contract the contractor shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal

information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with the prior consent of the personnel. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employees arising out of or against any such background check(s).

- e) In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.
To motivate his employees to achieve a high level of performance standard, the contractor shall formulate and implement an appropriate R&R Policy based on aforesaid performance measure which will include advisory action also.
- f) Statutory compliances shall be submitted to the Compliance cell on monthly basis.

ANNEXURE -II

PROFORMA OF 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 ₹ (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 dle 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 pall of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part if 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 d1e 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. Anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. 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 3months from the 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 2021 at

1. For Bank

2. Signature

Name Power of Attorney No:

Banker's Seal

Bank Details:

1. Name of the Bank:	Axis Bank Limited
2. Branch Name & Full Address:	Swasthya Vihar, New Delhi - 110092
3. Bank Account No:	911030003596085
4. IFSC Code:	UTIB0000055

ANNEXURE – III

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2021

By And Between

_____, a company registered under the Companies Act, 1956 and having its registered office at _____ (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 1 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:

ANNEXURE-V

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 Protectiveequipment'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 contact 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 (Annexure- 1) 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 before hand.

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	Idealy. 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 transmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55 ^o C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ 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 termination of his job & 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 workman/ supervisor for termination of his job and 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 termination of his job 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 services will be terminated.

If there are 10 violations in one quarter, will be recommended for termination of contract order.

Appendix – 2
Penalty Policy on non- submission of EHS related requirements

Following EHS related requirements to be submitted within 4 weeks of agreement of contract		
Requirement	Penalty Detail	Execution Channel
1. Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis)		
2. Safety supervisor training records on EHS (40 hrs training)		
3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor)	Delay of 15 days- Warning Note & Consolidated Fine of Rs.5000/- on non-submission of proof of any of these mentioned 8 types of documents	
4. Bills/challan of PPE's along with test certificates (if procured by the contractor)	On every subsequent delay of 15 days- Warning Note & Consolidated Fine of Rs.10,000/- on non-submission of proof of any of these mentioned 8 types of documents	Recommendation by OHS- Representative Approval by Safety Head Deduction by Finance & Account
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	SIGNATURE

Signature of Contractor / Date.....

**ANNEXURE-V
BIDDER DETAILS**

Submission Date:

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 egristration 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 Licence Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2017-18 (Rs. Lakhs)	
25	Turn Over FY 2018-19 (Rs. Lakhs)	
26	Turn Over FY 2019-20 (Rs. Lakhs)	
27	Turn Over FY 2020-21 (Rs. Lakhs)	
28	Profit after Tax FY 2017-18 (Rs. Lakhs)	
29	Profit after Tax FY 2018-19 (Rs. Lakhs)	
30	Profit after Tax FY 2019-20 (Rs. Lakhs)	
31	Profit after Tax FY 2020-21 (Rs. Lakhs)	
32	Networth (Rs Lakhs)	
33	Bank Guarantee Limit (in Lakhs)	
34	OverDraft/Cash Credit Limit (in Lakhs)	
35	Present Order Booking (Rs Lakhs)	
36	Order executed with Reliance ADA (Rs Lakhs)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Annexure-VI

ANNEXURE-VI

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

A) Major Orders Executed

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work</u> (Rs in Lakhs)	<u>Completion date as par Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any</u> (Rs in Lakhs)	<u>Litigation / Arbitration</u> (Y/N) (If Yes, furnish details)	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											
6.											
7.											

B) Orders Under Execution

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vendor's Scope of Work</u>	<u>Date Of Award</u>	<u>Value of Work</u> (Rs in Lakhs)	<u>Completion date as par Order</u>	<u>Actual Completion Date</u>	<u>LD / Penalty imposed, if any</u> (Rs in Lakhs)	<u>Litigation / Arbitration</u> (Y/N) (If Yes, furnish details)	<u>Remarks</u>
1.											
2.											
3.											
4.											
5.											
6.											
7.											