

**Tender Notification For**

**“Network Change Data Capture by GIS Survey on SLA Basis in  
BYPL”**

**NIT No.: CMC/BY/17-18/RB/AK/073, Dated-28.02.2018**

**Due Date for Submission: 12.03.2018 at 12:00 HRS**

**BSES YAMUNA POWER LIMITED**

Shakti Kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 39999808/39997111

**BSES YAMUNA POWER LIMITED**

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**SECTION- I**

**REQUEST FOR QUOTATION**

**1.1 GENERAL**

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “**NETWORK CHANGE DATA CAPTURE BY GIS SURVEY ON SLA BASIS IN BYPL** ” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

**“NETWORK CHANGE DATA CAPTURE BY GIS SURVEY ON SLA BASIS IN BYPL ”  
“NIT NO CMC/BY/17-18/RB/AK/073”**

**1.01 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract**

Estimated cost of Contract:	Rs. 55.13 Lacs
Earnest money Deposit:	Rs. 1,10,000/-
Cost of Tender (Non-Refundable):	Rs. 1180/-
Period of the Contract:	: One year from 01.04.2018 to 31.03.2019
<b>Date &amp; time of Pre Bid Meeting:</b>	<b>: 07/03/2018 at 14:30 Hrs</b> <b>(At Shakti Kiran Building, Karkardooma)</b>
Date & time of Submission of Tender:	<b>: 12.03.2018 till 12:00 HRS</b>
Date & time of opening of Tender:	<b>: 12.03.2018 at 14:30 HRS (Opening of technical bid)</b>

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

**Head of Department  
Contracts & Material 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.bsesdelhi.com](http://www.bsesdelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

**1.2 POINTS TO BE NOTED**

- 1.2.1 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:
- **Request for quotation/ Notice Inviting Tender**
  - **Instructions to Bidders**
  - **General Terms & conditions**
  - **Scope of Work & specifications**
  - **Bill of Quantities/ Price Format**
- 1.2.4 The Contract shall be governed by the details listed in Para 1.2.3 above.
- 1.2.5 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the 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 (Rs.)1,10,000/- is not deposited in shape of BG drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.

- Tender document is downloaded from website and a tender fee is not submitted along with the Bid.
- The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
- Complete Technical 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.

**QUALIFICATION REQUIREMENT (QR): The bidder should have:**

- a) Executed works of like nature having extensive experience (not less than 03 years) of carrying out respective similar types of works.
- b) The bidder must be a contractor for providing manpower 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 fully 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 GIS agency with trained and experienced person with requisite skill and knowledge to perform the function.
- c) Bidder must have extensive experience of carrying out similar type of Contracts and must have executed a single contract order of minimum value of Rs. 5 Lacs in the last three years in similar area.
- d) Bidder should have valid Registration No. of GSTIN. Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration.
- e) An undertaking that the bidder has not been blacklisted/debarred by any central/state government or by any other institution including electricity boards.
- f) The bidder should also confirm and an undertaking is to be submitted that there is no pending litigation with government/other institution on account of executing any work order.
- g) 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. In case agency is rendering services to BYPL or any sister concern, a performance certificate for all the works is to be submitted 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.

Also, the 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
- 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 manpower engagement capability
- i) Experience with credentials and performance certificates
- j) Copy of ESI/PF Registration certificate
- k) Copy of PAN/GSTIN no.
- l) Premises Detail.

#### 1.4 Bidding and Award Process:

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

##### 1.4.1 BID SUBMISSION:

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

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

**PART A: TECHNICAL BID** comprising of following:

EMD of requisite amount

Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website

- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc.

**PART B: FINANCIAL BID** 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	Due date
1	Date of Sale of Bid Documents	28.02.2018, 11:00 Hrs
2	Pre-Bid meeting	07.03.2018, 14:30 Hrs
3	Last Date of Receipt of Bid Documents	12.03.2018, 12:00 Hrs
4	Date & Time of Opening of PART A- Technical and Commercial Bid	12.03.2018, 14:30 Hrs
5	Date & Time of Opening of PART B Financial Bid of Qualified Bidders	Successful bidders will be intimated through website/E-Mail

NOTE: In case last date of submission of bids & date of opening of bids is declared as holiday in BYPL office, the last date of submission will be following working day at the same time.

This is a two part bid process. Bidders are to submit the bids a) Technical Bid b) Price Bid.

Both these parts should be furnished in separate sealed covers super scribing specification no. validity etc, with particulars as **Part-I Technical Particulars & Commercial Terms & Conditions** and Tender Fees and **Part-II “Financial bid”** and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

**Bidders are requested to submit the techno-commercial bid in one Original plus one copy in duplicate.**

**The Part – I** Eligibility and Technical Bid should not contain any cost information whatsoever.

In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II” Financial Bid ‘will be returned unopened.

**The Part – II Financial:** This envelope will be opened after techno commercial evaluation and only of the qualified bidders. The date and time of same shall be intimated in due course to the qualified bidders. Prices strictly in the format enclosed in Annexure III indicating break up of basic prices, taxes duties, freight etc.

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder’s capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Bidder’s capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

#### **1.4.2 Award Decision**

- a) Company intends to award the business on a lowest bid basis, 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 delivery/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 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:

<b>Technical</b>		<b>Commercial</b>
<b>Contact Person</b>	<b>Head (IT) BYPL</b>	<b>Head (C &amp; M)</b>
<b>Address</b>	BSES Yamuna Power Ltd 3 <sup>rd</sup> Floor "C" Block, Shakti Kiran Bldg, Karkardooma, Delhi – 110032 Landline-011-39999096	BSES Yamuna Power Ltd C & M Deptt 3rd Floor, A Block, Shakti Kiran Bldg, Karkardooma, Delhi – 110032 Landline-011-39999230

**SECTION-II**

**INSTRUCTIONS TO BIDDERS**

**1.0 GENERAL**

BSES YAMUNA Power Ltd, hereinafter referred to as “The Company” is desirous for “**Network Change Data Capture by GIS Survey on SLA Basis**”.

**2.0 SCOPE OF WORK**

The scope includes **Network Change Data Capture by GIS Survey on SLA Basis in 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 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: COMMERCIAL T&C  
SECTION – VII: NO DEVIATION SHEET  
SECTION – IX: CHECK LIST  
ANNEXURE-I: FORMATS FOR EMD AND BANK GUARANTEE 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:  
Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data completed in accordance with Technical Specification.

All the Bids must be accompanied with the required EMD and Tender Fees as mentioned in the Section-I against each tender.

**9.0 BID FORM**

- 9.01 The Bidder shall submit "Original" Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

**9.02 EMD**

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

- (a) Fixed Deposit Receipts (FDR) from a scheduled bank in favour of BSES YAMUNA Power Limited valid for 3(three) months after last date of receipt of tenders
- (b) BG from a 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. The amount of EMD by the lowest bidder may be adjustable in the Performance 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.

**11.0 BID CURRENCIES**

Prices shall be quoted in Indian Rupees (Rs.) only.

**12.0 PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid & open for acceptance for a period of 120 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.

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.

**15. Pre-Bid Meeting**

15.1 The bidder's designated representative is invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data. **(Ref Section-1)**

15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.3 The bidder needs to submit any questions in writing or by cable, to reach the Employer not later than 01 days before the meeting. The details shared and explained in the pre-bid meeting shall be part of execution of the contract and binding up to the bidder.

15.4 Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to NIT Clauses and not through the minutes of the pre-bid meeting.

15.5 Non attendance in the pre-bid meeting will be a cause for disqualification of a bidder.

**D. SUBMISSION OF BIDS****16.0 SEALING AND MARKING OF BIDS**

16.01 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.

16.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with – “Technical Bid & Commercial Terms & Conditions”. The price bid shall be inside

another sealed envelope with super scribed – “Financial Bid” Both these envelope 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 envelop should be super scribed:

- **Tender Notice No and Tender date**
- **Due Date of opening**
- **Details of Envelops in the master envelop (Master envelop contains 03 separate envelop 1. Technical/Commercial in duplicate 2) Price Bide 3) EMD & Tender Fees)**

16.03 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.

#### **17.0 DEADLINE FOR SUBMISSION OF BIDS**

**17.01** The Original bid must be timely received by the company at the address specified in section –I  
**17.02** 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

#### **18. 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.

#### **19. 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.

#### **20. MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

#### **21. 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 the bids.

#### **22.1 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.

#### **23.0 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

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

24.01 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.

24.02 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.

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

24.04 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.

**25.0 EVALUATION AND COMPARISON OF BIDS**

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

25.02 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.

25.03 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

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

25.04 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.

**AWARD OF CONTRACT**

**26. CONTACTING THE COMPANY**

26.01 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.

26.02 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.

**27. 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.

**28.0 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.

## **29.0 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.

## **30.0 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.

## **31.0 CORRUPT OR FRAUDULENT PRACTICES**

31.01 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.

32.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and 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 include 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 item performed by the Contractor as per the site requirement to be certified by Officer In-charge.

The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever.

**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

**6.0 TAX & DUTIES:**

Prices will be inclusive of all taxes and duties, cess etc.(Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Your letter head stating that you have deposited/or will deposit the Tax as per the applicable service tax 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 service tax. 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 Performance Bank Guarantee in the prescribed format (Appendix I) 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 of 5% of the total value (ex-work) of order and shall be valid till completion, plus three (3) months towards claim period

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.

**8.0) TERMS OF PAYMENT:**

8.1 Service Provider shall submit correct monthly running bills to the concerned Officer-in-Charge, 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.

The Service Provider shall submit to the Company true copies of receipts of all such taxes paid within 30 days of making such payments. 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.

- 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 Contract 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. 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 Contractor shall keep a record of attendance of all his employees on a daily basis preferably through a biometric system and submit the same along with the bill.
- 8.9 Contractor shall provide attendance of staff deployed in a hard copy and a soft copy in an Excel file along with the copy of his bill.
- 8.10 The company may modify procedure for submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company time to time.

**9.0) 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.
- 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 entitled to deduct from any money due to or to become due to Service Provider 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 commencement of Contract and these shall renewed from time to time as and when required:



- 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) Sales Tax registration number, if applicable.
- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration if applicable.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
- c) To maintain Wage-cum -Attendance Register
- d) The manpower 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.
- e) To maintain First Aid Box at Site. e) 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.
- f) **INSURANCE POLICY FOR LIFE COVER:**

Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure 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. 7 Lacs (Death + Permanent Total Disability + Partial Permanent Disability due to external accidents).

**10.0 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/work order shall be affected only after receiving NOC from BSES".

**11.0 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 Three (03) Months from the date of receipt of the notice from the aggrieved. Party requesting it to cure 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:

1. The other party makes an assignment for the benefit of its creditors: or
2. 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;
3. The representation and warranties made by the other party are false or misleading;
4. 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 3(THREE) months' 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

5. BYPL reserve the rights to terminate the Support Service contract on the basis of non-performance of the Support vendor for continuous 3 month with a notice period of 3 month.

**12.0 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 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.

**13.0) 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.

**14.0) RISK & COST:**

If the Contractor fails to execute the Contract as per specification / as per the direction of Officer's In-change within the scheduled period and even after the extended period, the contract shall got cancelled and 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.

**15.0) ARBITRATION:**

To the best of their ability, the parties hereto shall endeavour to resolve amicably between themselves all disputes arising in connection with the Contract order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party

The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

**16.0) FORCE MAJEURE:**

The conditions of Force Majeure shall mean the events beyond control of the parties affected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and

Statutory Act of the Government having bearing on the performance of the Contract.

The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable/email, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order.

If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion of the order.

If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

**17.0) 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. This 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 Contactor 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.

**18.0) SUBLETTING:**

The Contractor shall not without the consent of BYPL C&M, be un-reasonably withheld, assign or sublet contract or any substantial part thereof. In case of breach of terms service can be terminated without any notice and without assigning any reasons by BSES. However the service provider will need to give to BSES a one month notice for withdraw of the service.

**19.0 SAFETY CODE:**

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

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety 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 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.

**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](http://www.bsesdelhi.com)) also, which shall be treated as a part of the contract/PO/WO.

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

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

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

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

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

**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 VENDER however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the VENDER, the VENDER shall certify for the same.

The VENDER 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 VENDER 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 VENDER, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the VENDER shall abide by the decision of the COMPANY as to the sum payable by the VENDER 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.

**23.0 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
- (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 themselves for site induction prior to commencement of work
  - (v) Provide details of any hazardous substances to be brought onsite
  - (vi) Ensure that a responsible person accompanies any of their visitors to site
- All agencies' staff is accountable for the following:
1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
  2. Keep tools in good condition
  3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
  4. Develop a concern for safety for themselves and for others
  5. Prohibit horseplay
  5. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

**24. 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.

## **SECTION – IV:**

### **SCOPE FOR WORK**

#### **Sub: Network Change Data Capture by GIS Survey on SLA Basis in BYPL**

BSES Yamuna has already completed verification and updation of mapped network and continuously updating the network changes based on the inputs received from the O&M group as part of change management.

The incremental changes (i.e. addition/deletion/augmentation) in the GIS database are due to the regular day to day changes in the supply distribution network and consumers in field after the date of completion of field network validations and updation of validated data in GIS. To provide correct network asset & connectivity data GIS applications, it is absolutely essential that the GIS should have up-to-date asset & network connectivity information in the GIS repository at any instance and during subsequent operation. Hence, it is essential that we update the Delta-Data in GIS as the network added/ deleted/ altered in the division.

#### **2.0 Scope**

The description given below is broad scope of work to be carried out by Vendor However, any work even if not specifically mentioned but reasonably implied for the successful implementation and good performance of the system are deemed to be included in this scope of work.

##### **2.1 GIS Change Update:**

Scope of work for Network Change data Capture by GIS Survey Vendor includes carrying out following activities in GIS for specified area of BSES Yamuna:

- Get network changes from concerned BSES department (O&M representative) on daily basis
- Capturing reported network changes starting from Grid Station (EHV Station) till Pole (Support Structure).
- Capturing Network Features / Attributes of network components commissioned/dismantled/augmented by BSES Yamuna
- Making corresponding changes Attributes/Location/Connectivity in GIS
- Updation of SLD with network changes
- Feeder manager configuration for network.
- Resolution of Network disputes/Mismatches as and when reported from field
- Publishing Delta change status report on daily basis so that it can be reviewed by all concerned BSES users

Please Note that all abovementioned activities will be carried out for changes from the date of completion of Network validation (in field) till the date mentioned in the project schedule.

##### **2.2 Service Level Agreements (SLA)**

The Delta Update Services operation will be monitored regularly by BSES Yamuna as per the Service Level Agreement (SLA). Executed between BSES Yamuna & GIS Survey (Delta update Service) Vendors.

The following are the details of the activities of Delta update Services along with their respective

timeframes.

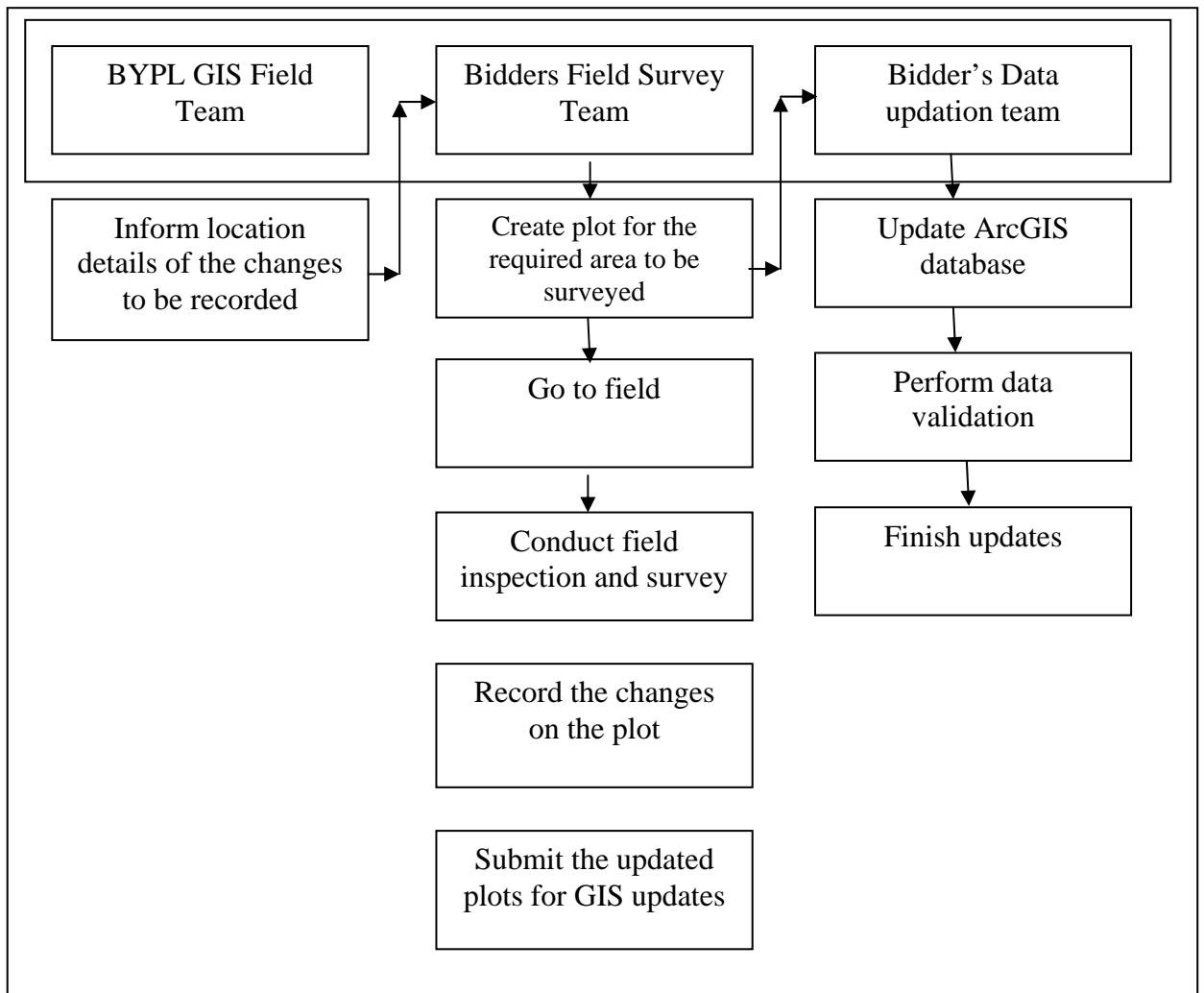
Sr. No.	Activity	Time Period	Penalty
1	Division/Sub Division wise network changes (delta) capture (Survey). Updation in Enterprise GIS (Default version using Merge/Post), SLD and online tracking (for activities like Addition/ Dismantling/ Augmentation/ reconfiguration of network features on receipt of input from Client (BSES Yamuna)	72 hrs	1% of Monthly Unit Charges of for each incident reported
2	Quality Updation of Network Change	72 hrs	1% of Monthly unit Charges of Delta update activities for each incident reported repeatedly & 1% of Monthly unit of Delta update activities for no. of incidents increasing 10% of total monthly updates.

- Please refer Section: Responsibility Matrix for more details for various timelines of delivery

A Quality Assurance Review (frequency – quarterly) of the Delta update will be scheduled including a meeting with BSES Yamuna & Survey Vendor.

### 2.3 Delta Network Updation

The tentative work flow gives and overview for data survey, creation and delivery as mentioned below





### 3.0 Responsibility Matrix

#### 3.1 Delta Updation -

GIS Survey Vendor is responsible for submission of data to BSES Yamuna. BSES Yamuna will co-ordinate for delta update receiving, reviewing, providing feedback or communicating acceptability of input & submitted data.

The detailed Responsibility matrix shall be as given below:

Sr. No.	Process or Particulars	Responsible Authority.	Duration / time line	Communication Channel / Data format
1	Intimation of Network change	BSES Yamuna (O&M/Business/GIS)	1 day (after completion of work)	E-mail / Network change portal
2	Capturing Network changes from Field	GIS Survey Vendor	1 day	Physical / Soft & Hard copy
3	Updation of Network change in GIS (QA/QC, Feeder Configuration, posting to default etc.)	GIS Survey Vendor	1 day	Network Change Portal
4	Raising disputed Network change requests as & when identified (after data Updation)	BSES Yamuna (O&M/Business/ GIS)	Ad-hoc	E-mail / Network Change portal
5	Rectification of disputed Network change & intimation of work completion	GIS Survey Vendor	2 days	E-mail / Network Change Portal
6	Asset Stenciling if required (Asset numbers will be available through GIS)	GIS Survey Vendor	Weekly	Physical
7	Publish Network Change Data update / Stenciling Progress Report	GIS Survey Vendor	Daily	E-mail / Network Change Portal

\*Note: The above mentioned timeline is given based on the requirement of BSES Yamuna to update network change within 2-3 days after carrying out actual field network changes (Switching Changes, New DT, New substation, Re-conduct ring etc.), same may vary based on the type of network changes carried out in the field.

### 4.0 Resources

No. of resources deployed to maintain GIS in BYPL shall be finalized by BYPL.

#### 2.2 Company's Scope of work:

##### 2.2.1 Infrastructure to be provided to the Contractor:

- Suitable office space is to be provided, preferably in division offices, for the smooth functioning of O&M operations.
- Basic amenities like electricity, drinking water, cooler, fan, tube light is to be provided.

- c. Computers shall be provided with LAN facility with UPS (if centralized UPS is available) as per requirement.
- d. Separate E-mail ID shall be provided, if required.
- e. Stationeries like RIM, Envelopes shall be provided.

2.2.2. The Company shall authorized Photo Identity Cards issued by Contractor to his representative. The employees of Contractor must carry the identity card every time.

**2.2.3 Execution Program and Co-ordination Procedure:**

2.2.3.1 Contractor shall deploy adequate number of skilled and efficient executives so as to ensure that the various jobs are completed in time, and in any case, as and when directed by the Company.

2.2.3.2 Contractor shall submit to the Company written detailed execution plan, manpower deployment plan and details of the manpower at least 7 days prior to commencement of work under this Work Order and have the same approved by the company.

2.2.3.3 Immediately upon completion of any and all jobs under this Work Order the Contractor shall submit to the Company's representative a report that sets out in detail the jobs carried out. The Company's representative shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that further action/modifications/corrections need to be carried out, Contractor shall immediately carry out the said action/ modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such action/ modifications / corrections.

**2.4 Performance Standards**

The desired work shall be considered to be complete only when it meets desired performance level set by the respective DGM (O&M)

**2.5 Additional Scope/ Work**

Any additional work beyond the scope enumerated in the Work Order above shall be carried out by the Contractor only after written confirmation from the signatory of the Work Order. The Company shall not entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in the Work Order. Any such claim shall stand automatically null and void unless accompanied with a formal amendment to the Work Order.

**3. The rates quoted will be inclusive of all duties, levies and taxes and of the incidental cost and expenses thereof.**

Any increase in any duties, levies or taxes shall be borne solely by Contractor and shall not result in any increase in the rates mentioned above.

However, any amount that may be payable towards service tax shall be to account of the Company which shall be payable extra at actual (if applicable) against documentary evidence to Company satisfaction.

No escalation and variation shall be allowed. The rates are firm and final during the contract period i.e. 1<sup>st</sup> APRIL 2018 to 31<sup>st</sup> MARCH 2019.

Please note that no other charges of any kind shall be payable over and the above-mentioned charge, under any circumstances whatsoever.

**4. The rates quoted will also be inclusive of reasonable incidental expenses incurred by Contractor on the following:**

- i) Cost of Labor, tools, tackles and supervision.

- ii) All taxes and levies, including but not limited to, sales tax, excise duty, work contract tax as applicable during the currency of the contract & insurance covers including third party liability insurance.
- iii) Conveyance of the contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
- iv) Rates shall be valid for all heights and locations.
- v) All other expenses incidental to the job.
- vi) The Company shall pay only once against the service provided irrespective of the Contractor might have to take more than one attempts for providing the service.
- vii) Uniform of the Contractor's employees (As per Design & Specification by the BSES Management) with I-Card to be provided by Contractor.

**5. PENALTY**

- 5.1. 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.
- 5.2. Failure by the Contractor's personnel to wear PIC shall attract a penalty of Rs. 50/- per incident per item per day.
- 5.3. 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 ₹ 500/- per person per day.
- 5.4. A separate penalty based on scorecard shall also be levied.

**6. 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, travelling 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 manpower 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 manpower below the age of 18 years.
- vi) The Manpower deployed by the contractor will be considered adequately qualified, if the Employee for the Job is having minimum Graduation degree & must be proficient with MS office, English language, good typing skills and other computer basic operations.
- vii) The Contractor will arrange Training to the deployed staff, as and when it is desired by the Management. A Training Program must be prepared by the Contractor (At-least for 2 days), for the newly recruited employees before engaging them for the execution of work.

- viii) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- ix) All safety wears required for the Contractor's manpower 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.
- x) The Contractor shall be responsible for discipline of his manpower 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 manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.
- xi) 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 manpower 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.
- xii) 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.
- xiii) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.
- xiv) 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.
- xv) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- xvi) 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.
- xvii) 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 Labor (Prohibition and Regulation) Act, 1986.
  - b) The Contract Labor (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) Public Liability Insurance Act 1991.
  - q) Fatal Accident Act, 1855
  - r) The Personal Injuries (Compensation Insurance) Act 1963.
  - s) Weekly Holidays Act 1942
  - t) Building and Other Construction Workers' Welfare Cess Act, 1996 and all rules there under.
- 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, leave, 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 manpower 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.

**SECTION-V**

**PRICE FORMAT**

**Sub: - NETWORK CHANGE DATA CAPTURE BY GIS SURVEY ON SLA BASIS IN BYPL**

<b>S.N</b>	<b>Activity</b>	<b>UOM</b>	<b>Rate Per Month* (Rs.)</b>
<b>1</b>	SLA for GIS Survey	LSM (Per month)	

BYPL may ask the bidders to submit the breakup/justification of quoted price. In case it is observed that the prices quoted by bidder are not sustainable over the contract period, such bids shall be rejected. And no further communication shall be entertained in this regard. The decision of BYPL in this regards shall be final and binding on the bidders.

**Note-**

- GST will be extra as per prevailing rates.
- The bids shall be evaluated based on total inclusive value for total cost.
- The bidder shall quote prices strictly in the above format, failing to do so; bids are liable to be rejected.

Signature of Authorized Signatory

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 procuring of .....in its licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods 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 deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase 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 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials 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..... 2018

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

.....duly authorized to sign for and on behalf of  
(IN BLOCK CAPITALS).....

**BIDDER DETAILS**

Offer No.: .....

Date: .....

To,

Head Contract and Material  
BSES YAMUNA POWER LIMITED  
3<sup>rd</sup> Floor "A" Block, Shakti Kiran Building,  
Delhi-110032 (INDIA).

Dear Sir,

**In response to your Tender No. CMC/BY/17-18/RB/VKS/065 for Providing GIS service support in IT dept for BSES YAMUNA POWER LTD, Delhi-32. We hereby submit our offer herewith.**

1. Bidder Name : .....
2. Website Address : .....
3. Email Address : .....
4. Address for Communication : .....  
.....
5. Telephone Number : .....
6. Fax/Telefax Number : .....
7. Authorized Person for Technical Queries -  
Name : .....  
  
a. Designation:.....  
b. Mobile No. : .....  
  
c. Email-ID : .....  
  
8. Authorized Person for Commercial Queries -  
Name : .....  
  
a. Designation:.....  
b. Mobile No. : .....  
  
c. Email-ID : .....  
  
9. PAN Number : .....
10. TIN Number : .....
11. GST Regn. No. : .....
12. ECC Number : .....
13. Particulars of EMD  
a. Amount : Rs. ....



- b. Mode of Payment (BG) : .....
- c. BG No. : .....
- d. Date : .....
- e. Name of the Bank : .....
- f. Address of the Bank : .....
- g. Validity of BG : .....

14. Particulars of Tender Fee

- a. Amount : Rs. ....
- b. DD No. : .....
- c. Date : .....
- d. Name of the Bank : .....
- e. Address of the Bank : .....

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
2014-2015		
2015-2016		
2016-2017		
Average Turnover		

16. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client.

Description of the Work/ Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17. Following Documents are submitted to substantiate other eligibility criteria.

- i) .....
- ii) .....
- iii) .....

**DECLARATION**

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our Knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains ..... No. of pages including all Annexure and Enclosures.

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

**SECTION: VII**

**COMMERCIAL TERMS AND CONDITIONS**

S/NO	ITEM DESCRIPTION	AS PER BYPL	CONFIRMATION OF BIDDER/BIDDER terms
1	Validity of prices	120 days from the date of offer	
2	Price basis	The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.	
3	Payment terms	100% payment shall be released on monthly basis on submission of bill and duly verified by Officer In-charge. The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check point's given in check list. The check list shall be provided by Officer in Charge.	
4	Period of the contract	One year from 01.04.2018 to 31.03.2019	
5	Penalty for delay	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/work order shall be affected only after receiving NOC from BSES".	
6	Performance Bank Guarantee	1. CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order. 2. The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period 3. The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format. 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. 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.	

**SECTION: VIII**

**NO DEVIATION SHEET**

NIT NO & DATE: ..... DT: .....

SL NO	SL NO OF TECHNICAL SPECIFICATION	DEVIATIONS,IF ANY

**SIGNATURE & SEAL OF BIDDER**

**NAME OF BIDDER**

**ANNEXURE - 1**

**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\_\_\_\_\_ 2018. 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)

**SECTION IX**

**CHECK LIST**

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO