

Corrigendum 1

Tender Notification for

**ANNUAL MAINTENANCE CONTRACT FOR IN BYPL FOR 2 years Extendable for
next one year, Extension is sole discretion of BYPL**

“NIT NO CMC/BY/20-21/RB/AS/030 DT 13.01.2021

**Due Date for Submission of Tender: 09.02.2021 14:00HRS
Date and Time of opening: 09.02.2021, 15:30HRS**

BSES YAMUNA POWER LIMITED,

Shakti Kiran Building, Karkardooma, New Delhi-110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number : +91 11 3999 7111

Fax Number: +91 11 3999 9765

Website: www.bsesdelhi.com

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SECTION - I
REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “**ANNUAL MAINTENANCE CONTRACT IN BYPL FOR 2 years extendable for next one year , extension is sole discretion of BYPL**”

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

“**BID FOR ANNUAL MAINTENANCE CONTRACT FOR DIFFERENT DIVISIONS IN BYPL**
“**NIT NO CMC/BY/20-21/RB/AS/030 DT 13.01.2021**”

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

Cost of Tender form (Non- Refundable)	Rs.1180/-
Estimated cost of work (Annual)	Rs 54 Crs
Earnest money Deposit	Rs 18 LAKHS
Duration of the Work (AMC)	36 Months (from date of issue of LOI/order)
Tender documents on sale	13.01.2021 (working days)
Pre bid meeting	27.01.2021*
Date & time of Submission of Tender	09/02/2021 till 1400 Hrs
Date & time of opening of Tender	09/02/2021 till 1530 Hrs

***Note : Pre bid should be done through ZOOM,**
ZOOM ID :8672899211 Password : 654321
at 11.30 AM to 12.15 PM

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

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Limited
3rd Floor, “A” Block, Shaktikiran Building
Karkardooma
New Delhi-110032

The tender papers will be issued on all working days up to the date mentioned in clause 1.02. The tender documents & detail terms and conditions can also be downloaded from the website www.bsedelhi.com. In

case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

1.2 POINTS TO BE NOTED

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

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

Tender document consists of the following:

Request For Quotation

Instructions To Bidder

Commercial Terms & Conditions

Scope of Work

List of T&P

Present Asset, Consumer & Complaints

Details of Resources

Price Format

Bid Form

Performa Of Contract Performance Bank Guarantee

Format For Emd Bank Guarantee

The Contract shall be governed by the documents listed in para 1.2.2 above.

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

Tender will be summarily rejected if:

If Earnest Money Deposit (EMD) of requisite amount is not deposited in shape of FDR/BG/DD/PayOrder/Banker's Cheque drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.

If Tender is received after due date and time.

1.2.6 It is compulsory for the bidder to quote for all the 14 Divisions/3 circles but allocation of number of division/circle shall be as per the decision of BYPL. Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BYPL on this shall be final. Further formation of cartel and indulging in any unfair business practice shall be a negative for the bidders and be liable for rejection of the bid.

1.3 QUALIFYING CRITERIA:-

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

(A) TECHNICAL REQUIREMENT:

(i) The bidder should have experience in the following work area in any Power Distribution Utilities / SEB's/ Discoms/ other govt. organizations in any of the last 3 financial years. **(FY 17-18, 18-19 & 19-20)**

- 1) Project Execution or Maintenance Work on Electricity Distribution Network, LT 440 Volts Work, HT 11 KV Works
- 2) Project Execution or Maintenance Work of street light maintenance work / AMC

- ❖ The bidder should enclose as many as possible performance certificates in support of relevant experience beyond the last three year. Experience as sub-contractor / joint venture shall not be acceptable. Preference should be given having vast experience with high turnover. Please attached performance certificate for your experience in AMC & Installation work
- ❖ Bidder will have to provide following details in Bidding documents which shall be assessed for meeting the qualification requirement:
- ❖ For Existing Division AMC vendors of BYPL, performance shall be measured on last contract score card & Performance feedback from varriours department irrespective of performance certificate of other utility and will be taken into account in technical evaluation.

(B) COMMERCIAL REQUIREMENT:

- (ii) **Bidder must provide proof of having average annual turnover of Rs. 6 Crores or above during the last three financial years. . (FY 17-18, 18-19 & 19-20)**
- (iii) **Bidder must provide proof of having solvency of an amount equal to Rs. 1cr or more from any nationalized/ scheduled commercial bank. (Not older than 1st April 2020)**
- (iv) Bidder should have valid Registration No. of GST No
- (v) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- (vi) Bidder should have a valid Electrical License issuing by Delhi Govt. for doing the electrical works in Delhi region.

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

Please Note:

- a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.(copy of self undertaking shall be submitted in this regard)
- b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office inspection or by any other means and company's decision shall be final in this regard.
- c) No joint ventures/ consortiums are allowed

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

- a) Latest balance sheet

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

1.4 BIDDING AND AWARD PROCESS:-

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

1.4.1 Bid Submission:

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

**Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
III Floor, “A” Block, SHAKTI KIRAN BUILDING
Karkardooma
New Delhi-110032**

PART A: TECHNICAL BID comprising of following:

- a) EMD of requisite amount
- b) Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- c) Documentary evidence in support of qualifying criteria
- d) Technical Literature if any.
- e) Any other relevant document
- f) 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 X

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	27.01.2021
2	PART A Technical and Commercial Bid	EMD of requisite amount Non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website Documentary evidence in support of qualifying	09.02.2021

		criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	
3	PART B Financial Bid	Price strictly in the Format enclosed (Section X)	09.02.2021

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.

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

- Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder’s capacity, in addition to other factors that Company may deem relevant.
- The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder’s violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the market place rules or engage in behavior that disrupts the fair execution of the market place restricts a bidder to length of time,

depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.4.4 Confidentiality

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

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

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

1.5 Contact Information

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

	Technical	Commercial
Contact Person	Head (Distribution), BYPL Copy to :Head (C&M) Ranbirduggal@Relianceada.com 011-41249228	Head(C&M) Rakeshbansal@relianceada.com , 011-41249230
Address	BSES Yamuna Power Ltd, 1st Floor, "B" Block, Shakti Kiran Building ,Karkardooma New Delhi Pin-110032	BSES Yamuna Power Ltd, 3 rd Floor, "A" Block, Shakti Kiran Building Karkardooma New Delhi Pin-110032

SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

BSES Yamuna Power Ltd, hereinafter referred to as “The Company “is desirous of awarding
“**ANNUAL MAINTENANCE CONTRACT IN BYPL**”

The Contract shall be Performance based Contract. Contract shall be placed for a period of 2 year duration extendable for next year on the sole discretion of BYPL. However, The Company shall thoroughly review the performance after half yearly / yearly and reserve the right to terminate the Contract as per termination clause. **There shall be no price escalation and variation for any reason whatsoever.**

(Except any revision in minimum wages by Govt. of NCT during the contract on actual basis.)

1.0 SCOPE OF WORK

The scope of work shall include maintenance of division in BYPL as detailed in SECTION-V “Scope of work”.

2.0 DISCLAIMER

- 2.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 2.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the work.
- 2.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 2.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

3. COST OF BIDDING

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

B. BIDDING DOCUMENTS

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

SECTION – I	Request For Quotation
SECTION – II	Instructions To Bidder
SECTION-III	Commercial Terms & Conditions
SECTION IV	Scope of Work
SECTION V	List of T&P
SECTION-VI	Present Asset, Consumer & Complaints
SECTION –VII	Detail of Resources
SECTION-VIII	Price Format

Annexures

Bid Form

Performa of Contract Performance Bank Guarantee

Format For Emd Bank Guarantee

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

5.0 AMENDMENT OF BIDDING DOCUMENTS

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

5.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

C PREPARATION OF BIDS

6.0 LANGUAGE OF BID

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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price format, scope & other Schedules, Annexure (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

8.0 BID FORM

8.01 The Bidder shall submit Original ‘Bid Form’ and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

8.02 EMD

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

DD/BG/ Fixed Deposit Receipts (FDR)/Bankers Cheque/Pay order from a scheduled bank in favour of BSES Yamuna Power Limited valid for 3 (Three) months after last date of receipt of tenders with variation of 7 days .

Earnest money given by all the bidders shall be returned within a 4 week of award of contract except to the successful bidder. The amount of EMD by the successful bidder shall be adjustable in the security bank guarantee if so desired by the bidder.

The EMD may be forfeited in case of:

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

Or

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

- (i) Accept the Purchase Order, or
- (ii) Furnish the required performance security BG.

9.0 BID PRICES

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

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

10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

11.0 PERIOD OF VALIDITY OF BIDS

- 11.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.
- 11.02 Notwithstanding Clause 11.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

12.0 ALTERNATIVE BIDS

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

13.0 FORMAT AND SIGNING OF BID

- 13.01 The original Bid Form and accompanying documents (as specified in Clause 7.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.
- 13.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 13.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 13.04 Bid shall be signed with stamp by the bidder on all the pages.

D. SUBMISSION OF BIDS

14.0 SEALING AND MARKING OF BIDS

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

14.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed —“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 super scribed with —“Tender Notice No. & Due date of opening“.

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

15.0 DEADLINE FOR SUBMISSION OF BIDS

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

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

16.0 ONE BID PER BIDDER

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

17.0 LATE BIDS

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 14.0, will be declared "Late" and rejected and returned unopened to the Bidder.

18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

19. PROCESS TO BE CONFIDENTIAL

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

20.0 CLARIFICATION OF BIDS

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

21.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

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

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

22.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

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

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. No deviation to the bid terms and conditions shall be acceptable.

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

F. AWARD OF CONTRACT

23.0 CONTACTING THE COMPANY

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

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

24.0 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.

25.0 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 more than one bidders in the tender. Company reserves the right to award order other bidders in the Tender, provided it is required for progress of project & provided the bidders agree to come to the lowest Rate.

26.0 THE COMPANY 'S RIGHT TO VARY QUANTITIES

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

27.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

28.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

"Fraudulent practice" means a misrepresentation of facts in order to influence 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.

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

SECTION-III

COMMERCIAL TERMS & CONDITIONS

TERMS & CONDITIONS

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

The COMPANY is desirous of engaging a third party and wants to assign the predictive, break-down, executing work for rectification, routine maintenance and preventive maintenance for HT & LT network ,sub-stations, Feeder Pillars and No-current Complaints in BYPL covering 14 divisions in BYPL.

1.0 DEFINITIONS & INTERPRETATION:

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

1.1 COMPANY: The terms "Company" shall mean BSES Yamuna Power Ltd. having its office at Shakti Kiran Building, Karkardooma, New Delhi-110032, Corporate Identification Number :

U40109DL2001PLC111525

Website : www.bsesdelhi.com and shall included its authorized representatives, agents, successors and assigns.

1.1 Financial year : shall mean period between the month of April to March of next year .

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

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

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

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Work Order Engineer In-charge shall be DGM (O&M) incharge not holding designation below the designation of DGM (O&M) of the respective area (BYPL).

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

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

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

1.9 HOTO: means handing over taking over format.

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

Before bidding, The CONTRACTOR is expected to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to the work to be assigned. After the receipt of the bid document, The COMPANY shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions (if any) and the contractor will abide by the offer made by him for the work.

3.0 LANGUAGE AND MEASUREMENT:

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

4.0 EXECUTION OF WORKS:

The Contractor shall conduct the maintenance work of highest quality and safety standards. BSES Yamuna power limited gives highest priority to Safety of working staff and associated groups while working. BSES Yamuna power Limited follows Safety Management System for these works and suggests contractor to read and understand BSES Safety Standards clearly.

It is to be noted that BSES Yamuna may revise Contractor Safety Management System with an objective to improve the overall Safety standards being followed with the organization. Such revisions as done time to time by BSES shall be effective from the date of such communication to contractor and will be binding on the contractor.

The CONTRACTOR has to confirm and undertake the full responsibility of the assigned works of the predictive, break-down, execution work for rectification, routine maintenance and preventive maintenance for HT & LT network, sub-stations, Feeder Pillars, connections and for attending NO-current Complaints of Division and to the satisfaction of the COMPANY. The detail of works to be carried out by the CONTRACTOR is as mentioned in SECTION-V. However, work allocation shall be communicated by the respective Sub-Division -In-Charge of the areas. The CONTRACTOR has to undertake any maintenance work pertaining to above Division issued by the COMPANY for Maintenance purpose which may be required to be carried out over and above the work highlighted in the SECTION-V for the smooth working of the distribution system.

The CONTRACTOR has to provide adequate Manpower for the smooth and effective operation of the Division and as per the satisfaction of the divisional in charge. However the resources can be regulate with the consent of sub- division in charge.

To perform above the contractor shall deploy qualified & experienced manpower comprising engineers, supervisors, diploma holders, skilled, semi skilled & unskilled staff in accordance with the requirements of the electricity rules, safety laws and to meet the requirements of performance standards as mentioned in this document

The CONTRACTOR shall conduct the maintenance work of highest standards. If at any stage, the COMPANY finds the manpower not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate manpower immediately.

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.

The manpower deployed by the contractor will exercise highest level of integrity at work place and will not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor will indemnify the company for the loss incurred by the company on account of such malpractice/misconduct.

In case the contractor or the manpower deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company will 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

The contractor shall provide and maintain a list of all tools and plants and list will be verified by engineer-in charge.

The company will provide all spares and consumable material required for the jobs to the contractor without any cost. The contractor will maintain the records of the spares and consumable received by him and its uses thereof.

It shall be the responsibility of the CONTRACTOR to organize to and fro transport of materials which includes but not limited to Cable, lamps, distribution Transformer, panels & Spares Parts, Oil, equipment, steel, Rail Pole, PCC Pole, Tubular Poles and or any other material from the stores/Division stores to the work location and back to Stores within the area of work. The contractor will also ensure to collect the scrap material from the work location and will deposit the same with division store.

The cost of transit loss/damage (if any), freight, loading / unloading of materials/ equipments during its handling / erection at site will be in the scope of AMC work

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

The COMPANY and the CONTRACTOR will agree to fully co-operate and ensure effective implementation of the Proposed Agreement. For the aforesaid purpose, Division-In-Charge of the Division nominated by the COMPANY and nominee of the CONTRACTOR shall work jointly. The

CONTRACTOR shall keep the COMPANY informed of the work progress as per the Company requirement in addition to timely submission of monthly reports when demanded by the company to facilitate a review. A daily diary or register shall be maintained by the CONTRACTOR for day today work carried out by the CONTRACTOR as per instructions of sub division-In-Charge.

The CONTRACTOR shall ensure availability of all necessary tools and tackles and other equipment including mobile phones in working condition for carrying out the assigned jobs by their manpower. A list of tools and tackles to be made available by the CONTRACTOR is enclosed at SECTION-VII. It is necessary that the CONTRACTOR shall ensure proper cleaning and / or restoring of the areas of the work place.

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

Augmentation work, C W O works, civil works (like white wash, Masonry works), and Meter Installation / Replacement / are covered in the scope of the CONTRACTOR.

The COMPANY shall arrange any permission from the local authorities like EDMC,CMCD, NMCD, DDA, Traffic Police, PWD, and DJB. Also, Shut down shall be provided by the sub division in charge.

Contractor shall implement Annual and Monthly preventive maintenance schedule of the HT/LT Distribution system equipments in consultation & coordination with respective Division in-charge.

Contractor will have to give one consolidated PPT every quarter showing progress in the O&M parameters and recommendations for betterment of quality power supply to the consumer.

Every month report shall be submitted to Division Head as per prescribed format given by Division head which will be Forward to Head Distribution office for consideration in monthly report through Circle Head .

Reporting of Near Miss Incidents/Aversion of Accidents

Occurrences in the LT Distribution System comprising of various equipment, lines and feeders, which have led to accidents being averted & leading to near miss incidents to be reported to the Safety department . Reporting of such occurrences to Safety department of BSES Yamuna power limited at Shaktikiran building is mandatory for contractor.

Deployment of Vehicle:

For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 2 year old at the site/ vehicle odometer reading shall not be more than 20000km . Vehicle also compatible with odd & even days as per Delhi Govt order if any during the period of contract. Electric Vehicle or CNG vehicle shall be prefer. GPS is compaitable with BSES system ie MAP MY India only. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer in-charge.

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

BSES reserves the right to make changes to the scope of work with a view to optimize on the overall cost to BSES. The vendor shall fully cooperate with BYPL in making such changes with an aim for overall cost optimization. The revised charges for AMC shall be jointly agreed upon between BYPL and the vendor in such case.

In case, a mutual consensus on the rates and other terms and conditions is not reached at between BYPL and the vendor, BYPL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by BYPL to maintain uninterrupted operations at site.

The contractor will also depute staff with a mobile handset device at Zonal Complaint centres. Mobile Cost included in your cost, if replacement required due to any reason (technology change, Compatibility with Software or damage or any reason as required at site), it should be replaced. SIM card with outgoing calling facility within CUG, will be provided by BYPL. The charges for official the usage of mobile will be borne by BYPL

5.0 CONTRACT PRICE:

Monthly AMC rate shall be finalized through this tender. However the payment shall be made to the contractor on satisfactory and proper completion of work and it shall be subjected to the performance viz-a-viz performance standards specified by the company. To get full payment, the contractor shall have to ensure achieving the key performance indicators as mentioned in Annexure to this contract.

The AMC rate shall remain firm and final for the entire duration of contract period and the rates shall not subject to any escalation and variation for any reason whatsoever on account of any factor.(Except any revision in minimum wages by Govt. of NCT during the contract on actual basis).

6.0 TAXES & DUTIES:

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

GST shall be paid extra at actual on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. During the course of assessment proceedings of GST, PF, ESI etc, the company may require the contractor to submit its related periodic return / or tax payment challans to the company/fiscal authorities.

7.0 TERMS OF PAYMENT:

The payment shall be made as under:

- a) Payment shall be made to the CONTRACTOR within 7 Days of submission of certified Bills at Vendor Support Cell subject to fulfillment of contractual obligations, marks scored against the KPI's mentioned in annexure enclosed.
- b) All payment related to the manpower engaged by the AMC districts contractors shall be made on the basis of biometric attendance records.

For Replacement /Installation of pole, DT & RMU unit rate as finalized should be paid to you . For these activities manpower should be other than the regular manpower. Payment for this work should be paid separately as per work done at site & within 30 days of submission of bill payment will be made.

c) The contractors shall submit the GST deposit receipt of a particular month in the invoice of the immediate subsequent month for release of the payment.

d) The CONTRACTOR should raise a bill (s) on monthly basis to the COMPANY. All bills shall be submitted to concerned Division in charge for verification/certification for work along with necessary statutory records, challans slips wages record etc.

e) The Bills shall be certified by the Division-In-Charge within 2 days from the date of submission and counter signed by Circle Head

f) The certification of Bills by the Division in charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the CONTRACTOR satisfactorily which shall hold good for payments of Bills.

g) Certificate to be certified by Division in Charge for Minimum wages paid by the CONTRACTOR.

8.0 CONTRACT PERFORMANCE SECURITY GUARANTEE:

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

8.2 The Security Performance Bank Guarantee shall be of 5% of the yearly contract value and shall be valid till contract period, plus three (3) months towards claim period.

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

8.4 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.

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

The Contractor retention money shall be released on completion of contract subject to the certification by divisional Head that T&P (durable for more than 36 months) has been handed over to another AMC Contractor/ BYPL

9.0 PROPER AVAILABILITY OF T&P:

The contractor shall provide T&P to their staff as mentioned in SECTION-VII. The contractor will provide all tools in the beginning of contract and will ensure the proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of standard make only. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis. In case the contract is terminated during contract period The T&P as mentioned in Annexure VII Shall be made available by the contractor to the company. At the end of the contract also , tools should be Handover to the division incharge as per HOTO format .

T&P cost (if applicable) shall be paid subject to the following:

- I. All the T&P shall be tagged / marked as "BYPL-AMC-Div Name-Serial No." , For eg. YVR Divn T&P shall be tagged / marked as "BYPL-AMC-YVR-001" The tagging/ marking shall be done wherever possible
- II. A certificate from O&M divisional head to this effect under point no. I above and that T&P has been provided to all AMC staff.
- III. The T&Ps shall be valid for 36 months and the Contractor shall quote the entire T&Ps as mentioned in section vii in the price format separately.
- IV. The Contractor retention money shall be released on completion of contract subject to the certification by divisional Head that T&P (durable for more than 36 months) has been handed over to another AMC Contractor/ BYPL."

10.0 ALLOCATION OF SUB STATION:

To perform the division AMC effectively, the Contractor shall be allocated substation in the respective division. Allocation of substation shall be done by respective division in charge and the contractor shall take proper ELECTRICITY/WATER connection and timely pay the bills.

11.0 INCENTIVE SCHEME FOR SAFETY:

To promote the safe work environment and to inculcate the habit of safety, the company has introduced the safety incentive scheme.

Amount equal to 2 % of monthly maintenance cost shall be kept hold and shall be released on quarterly basis to the contractors who score 10 marks (Full marks) in safety Adherence as specified in ANNEXURE and who shall maintain a division with non occurrence of any accident throughout a quarter.

This Safety incentive shall be released on completion of quarter and it shall be claimed separately. Safety incentive claim shall be verified by division in charge and shall be approved by safety head. If any incident of fatal/reportable accident occurs during the quarter, the amount of safety incentive shall be withheld and in addition to withhold the safety incentive, the company shall reserve a right to impose additional penalty as per decision of accident committee.

The contractor shall inform about the accident to division in-charge with a copy to safety head. The records of reportable/fatal accident shall be maintained by the safety department officials.

To avoid any incident of reportable/non reportable accident, contractor Shall ensure deployment of necessary mechanism including initiating safety incentive scheme, promoting use of Personal Protective Equipment (PPEs), deployment of experienced and trained lineman and other staff, arranging tool box meeting, work safety training etc and also make ensure for implementation of all safety measure & precaution at all levels at site.

It shall also be obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

The contractor will ensure the compliance of OHS policy of the company which is given in this document.

12.0 IMPLEMENTATION OF PERFORMANCE INCENTIVE/PENALTY SCHEME:

In order to improve overall performance of the contractor, the company shall provide an additional amount as a performance incentive to the contractors. This additional incentive shall only be paid on successful and satisfactory achievement of performance standards as mentioned in Annexure III of the contract. In case, the contractor is unable to achieve the requisite standard of performance, he shall be penalized as per terms mentioned in the Annexure III. The basis and process for implementation of the scheme is described in ANNEXURE.

13.0 OPENING OF OFFICE AT SITE:

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

14.0 SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works. In extra ordinary circumstances the company may permit for subletting any specific job or part thereof but this subletting/subcontract will not done without the prior written consent of COMPANY.

With prior written approval of the company, if the contractor assigns this work order or part thereof to any other person, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

15. PENALTY:

The company shall have a right to recovery suitable penalty on account of violation of terms and conditions as mentioned in different clauses of this contract. The penalty amount shall be decided as per different terms and conditions of this contract covered under score card. The Score card may be modified as per discretion of company during the tenure of contract. In exception circumstances the company reserves the right to impose the penalty beyond the score card.

In case, Any damage to material provided by the company, the same shall be recovered on cost plus 30 %. The Company shall be entitled to set off the entire amounts due from the CONTRACTOR against the Rates payable by Company to the CONTRACTOR.

If during the currency of the contract, contractor, his employee or representative is found indulged in any malpractice/corruption or any other illegal activity, the company will have all right to impose suitable penalty and recovery thereon.

16.0 HUMAN RESOURCE ISSUES:

16.1 The contractor will ensure to deploy trained and motivated workforce so as to ensure the achievement of high level of performance and ethical standard.

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

The company may also require the contractor to submit some additional records which are necessary to be maintained for the smooth execution of work under this contract or which are mandated under various clauses of this contract.

The contractor will ensure to submit employee wise records of PF Deposit and ESI contribution deposit . The Contractor will also submit a declaration that he has made payment of PF and ESI for all the employee employed in the execution of this contract and he will indemnify the company and its successor for any claim which arises on account of any default on account of PF/ESI contribution payment by him.

16.3: The contractor will provide the name wise details of its staff deployed at the site immediately at the beginning of this contract on excel sheet. . These details will include their name, their age, their experience particulars etc with education qualifications

The CONTRACTOR shall issue Identity Cards to their employees deployed for execution of the assigned works in the Division. He will also ensure that the person employed in the division display their identity card during the execution of their work. The I card format should be taken from CMC HR department

16. 4 The CONTRACTOR to deploy their resources immediately for carrying out the work as specified above.

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

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

16.7 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.

16.8 The CONTRACTOR shall not deploy the manpower below the age of 18 years.

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

16.10 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.

16.11 Rain coat must be provided to each staff while executing company work.

16.12 All safety wears required for the CONTRACTOR's manpower during the execution of work such as safety shoes, Gum boots, Rain Coat, safety helmets, hand gloves, safety belt, goggles etc. must be provided

by the CONTRACTOR at his own cost and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work.

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

16.14 The CONTRACTOR shall ensure that he has complied with the following:

- has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
- Contractor shall disburse the salary of his staff through ECS only. No payment by cheque / cash is acceptable.

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

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

16.17 The CONTRACTOR will ensure that none of their person is engaged in any unlawful activities subversive of the COMPANY's interest failing which suitable action may be taken against the CONTRACTOR as per the terms and conditions of this tender.

16.18 Contractor shall address personal grievances of his employees in timely and effective manner. For this purpose, contractor shall put in place an effective Grievance Management System.

16.19 The contractor shall ensure that his Employees not eligible under ESI scheme must be covered under suitable mediclaim policy with family floater.

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

16.21 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.

16.22 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):

- 16.22.1 The Child Labour (Prohibition and Regulation) Act, 1986.
- 16.22.2 The Contract Labour (Regulation and Abolition) Act, 1970.
- 16.22.3 The Employee's Pension Scheme, 1995.
- 16.22.4 The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- 16.22.5 The Employees State Insurance Act, 1948.
- 16.22.6 The Industrial Disputes Act, 1947.
- 16.22.7 The Maternity Benefit Act 1961.
- 16.22.8 The Minimum Wages Act, 1948.
- 16.22.9 The Payment of Bonus Act, 1965.
- 16.22.10 The Payment of Gratuity Act, 1972.
- 16.22.11 The payment of Wages Act, 1936.
- 16.22.12 The Delhi Shops & Establishment Act, 1954.
- 16.22.13 The Workmen's Compensation Act. 1923.
- 16.22.14 The Employer's Liability Act, 1938.

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

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

Qualification Matrix for supervisor	
Designation	Minimum Qualification
Safety Supervisor	Electrical Engineer graduate in Electrical Trade with minimum two years' experience in Power Distribution Sector
Supervisor	Degree / Diploma Holders preferably in Electrical Trade with minimum two years' experience and holding valid supervisory license

17.0 STATUTORY PERMISSION/ APPROVALS:

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

18.0 TECHNICAL INFORMATION/DATA:

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

19.0 CONFIDENTIAL INFORMATION:

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

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

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

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

is received by either the COMPANY or the CONTRACTOR from a third party without restriction

is independently developed by either the COMPANY or the CONTRACTOR provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the CONTRACTOR or any other person who has executed a confidentiality undertaking to the COMPANY covering the CONTRACTOR confidential information that is substantially similar to the provision of this section or otherwise with the CONTRACTOR's consent; and (ii) the CONTRACTOR may provide to their employee any information necessary to carry out the services.

20.0 ASSIGNMENT:

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

21.0 COMPLIANCE OF APPLICABLE LABOUR LAWS INCLUDING SAFETY RULES AND REGULATIONS:

The CONTRACTOR confirms and undertakes to comply with all applicable Labour Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR will provide protective safety equipments to its employees / workmen deployed. It will be also obligatory on the

CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.

22.0 REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

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

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the

best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract;

23.0 FORCE MAJEURE:

23.1 General:

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

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

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected 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.

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

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

23.2 Specific Events of Force Majeure:

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

The following events and circumstances:

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

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

Declaration of the Site as war zone.

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

23.3 Notice of Events of Force Majeure:

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

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

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

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

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

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

23.4 Mitigation of events of force majeure:

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

23.5 Burden of proof:

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

23.6 Terminations for certain events of force majeure:

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination. "BYPL also have special rights to terminate services under this contract immediately in case of non performance & gross violation of govt. laws & compliances"

24.0 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall got cancel and company

reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

25.0 TERMINATION:

The COMPANY reserves the right to remove or add any area/Sub division/division from the scope of work so assigned to the CONTRACTOR if the circumstances so warrant with giving 30 days notice without assigning any reason and it shall be binding to Contractor. All such cases shall be dealt with mutual agreement and the revised price shall be jointly agreed between Company and Contractor. In case, a mutual consensus on revised price and other terms & Conditions is not reached between Company and Contractor. The Company reserves the right to terminate the contract with suitable notice period and allocate the same to any other contractor

During the course of the execution, if at any time the COMPANY observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the CONTRACTOR not found satisfactory, the COMPANY reserves its right to cancel/ terminate this Agreement giving 30 days notice without assigning any reason and the COMPANY will recover all damages including losses occurred due to loss of time from the CONTRACTOR. On receipt of such notice the CONTRACTOR shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The CONTRACTOR shall hand over the COMPANY all drawing/documents prepared for this contract up to the date of cancellation of order. BYPL also have rights to terminate service under this contract immediately OR in case of non performance and gross violation of various compliances and applicable laws.

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

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

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

27.0 THIRD PARTY INSURNACE:

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the COMPANY engaged or not engaged for the work of

the COMPANY, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

28.0 INSURANCE POLICY FOR LIFE COVER:

Before commencing the execution of the work the CONTRACTOR shall take Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be reimbursed at actual to the contractor by the company as mutually agreed. The contractor shall furnish copy of policy when demanded by BYPL.

29.0 ARBITRATION:

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

30.0 INDEMNIFICATION:

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

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

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

31.0 GOVERNING LAWS AND JURISDICTION:

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

32. NOTICE:

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

BSES Yamuna Power Ltd.
Shakti Kiran Building, Karkardooma,
New Delhi-110 032

35. PERFORMANCE:

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

36. ENTIRE AGREEMENT:

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

37. AMENDMENT:

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

38. EFFECTIVE DATE AND VALIDITY:

The award of work shall become effective for all purposes from the date of issuance and shall remain valid for a period of 36 months. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after the expiry of the contract.

39. VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by contractors 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

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

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

The Contractor hereby indemnifies and agrees to keep indemnified the Company (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.

40.0 ACCEPTANCE:

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

SECTION-IV
ENVIRONMENTAL, HEALTH & SAFETY PLAN:

OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT:

1.General Requirements

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

2. 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. 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.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.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.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.

AMC Manpower	Safety Shoes(per annum)	Safety Helmet WITH Torch	Reflective Jacket(2 PER ANNUM)	Hand Gloves (Class 0)	Hand Gloves (Class 2)	Full body harness (positioning belt)	Safety Goggles(per annum)
electrical supervisor	√	√	√				√
Fitter	√	√	√	√	√		√
Lineman -skilled	√	√	√	√		√	√
ALM-semi Skilled	√	√	√				√
welder	√	√	√				√
safety supervisor	√	√	√				

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 trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55 ⁰ 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.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. 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. 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. 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. 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. 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. 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 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.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.

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) 4. Bills/challan of PPE's along with test certificates (if procured by the contractor) 5. PPE's receipt by worker (as per Annexure #1) 6. Medical examination record of workers	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 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

Appendix – 2

Penalty Policy on non- submission of EHS related requirements

<p>7. ID card of workers</p> <p>8. Calibration Certificates of equipments</p>		
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Annexure-1

Format for PPE's Receipt by workers

Name of Site -----

Division-----

Name of Contractor -----

S. NO	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNATURE

Signature of Contractor / Date.....

ANNEXURE-I

STATUARY REQUIREMENT

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

- Certificate of registration under Contract labour (R & A) Act 1970.
- PF Code No. and all employees to have PF A/c No. under PF Act, 1952

- All employees to have a temporary or permanent ESI Card as per ESI Act or Suitable Mediclaim Policy with family floater.
- ESI Registration No.
- To follow Minimum Wages Act prevailing in the state.
- Salary/ Wages to be distributed not later than 7th of each month in presence of Division in-Charge. A certificate to this effect should be certified & enclosed with the bill.
- To maintain Wage cum Attendance Register.
- To maintain First Aid Box at Site.
- GISTN registration number.
- Electrical License.
- Workmen compensation policy.
- Third party Insurance Policy.
- Group personnel accident policy for all employees (minimum of Rs. 10 Lac).(will be paid by BSES)
- Covid Policy for all employees .(will be paid by BSES)
- Medical insurance of min 2 lakhs in case minimum wage not applicable .
- Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & other Construction Workers (Regulation of Employment & Conditions of services) Act 1996.
- The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.).
- The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
 - A) Has paid minimum wages to his manpower.
 - B) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

The Contractor should ensure the following compliances before commencement of work.

THREE TIER PROCESS

1) Requirement for clearance for commencement of work.

All Contractors at the **Commencement of contract** will provide following compliances in form COW FORM- before actual commencement of work by contractor

- a) Filling Compliance in Form I (COW)
- b) Copy of PF code allocation letter.
- c) Copy of ESI code allocation letter.
- d) Submission of Form-IV CL(R&A) with Letter of Intend (LOI)
- e) Copy of insurance Cover taken under Employees Compensation Act 2009, if applicable.
- f) Copy of registration under Shops & Establishment Act.
- g) Registration under Delhi Building & other Construction Workers (Regulation of Employment & Condition of service) 2002
- h) Copy of Contract agreement.
- i) Copy of indemnity bond(IF applicable)
- j) Affidavit with regard to payment of wages through cheque and bank transfer only and declaration for compliances under various Labour Laws
- k) Declaration that Labour Licence, registration under Delhi Building & other Construction Workers (Regulation of Employment & Condition of service) 2002, and Electrical Licence will be taken if applicable form concern authorities.

Note: * Please refer FORM-I for more details.**

- 2) **On Monthly basis Contractor requires** to be submitted following documents /challans to CMC-HR by 10th of every month
- Contractors should ensures submit PF & ESI challans with ECRs containing PF & ESI account number of their workers
 - Contractors should provide copies of wages /salary register and attendance register every month & also Excel sheet of salary/wages register (PREVIOUS MONTH)
 - Contractors should ensure that UAN numbers of all workers be got activated so that the workers can get their E-pass books and even know about deposition of PF

During the **Execution of contract** all contractors will have to submit compliance record as following and HR-CMC will issue audit report in CAMR- FORM-III and contractor have to attach this CAMR report with all bills for payment as per following cycle:score is given in score card
1st Month, 4th Month, 7th Month, 10th Month & 12th Month or NOC of contract Period.

- a) Filling Compliance in Form II (EOW)
- b) Copy of receipt of application for license (License of applicable)
- c) Copy of wage slip distribution acknowledgement.
- d) Copy of wage disbursement through ECS/cheque
- e) Certificate of wage disbursement by authorized representative of BSES.
- f) Compliances under BOCW Act.
- g) Safe work practice at work place-to be insured by contractor.
- h) Filling and maintaining of all statutory register /report/returns for inspection at Compliance Cell-CMC HR

Note: * Please refer FORM-II & III for more details.**

3- On **Expiry of contract**, Contractor has to submit compliance for getting NOC in FORM-IV as following from HR-CMC for release of payment. During the NOC process of the contractor the payment of contractor will be put on hold as per following table.

S. No	Condition	Remarks
1	If contractor is not working in BYPL	50% of last month bill amount.
2	If Contractor is working in BYPL	20% of last month bill amount.

- a) Filling Compliance in FORM-IV (NOC)
- b) submission of duly filed of Form-VI A (Notice of Completion) by Contractor under CL (RA) Act of 1970
- c) Copy of half yearly and annual return for the ESI and PF and CL (RA)/Bonus Act and returns under other applicable central & State enactments.
- d) Wage sheet of last month indicating full and final settlement of all dues like retrenchment benefit (If Any), bonus, leave encashment etc.
- e) Copy of declaration from employees that they have received all dues.
- f) Confirmation certificate regarding filling up of form for transfer/withdrawal of PF by the concern workers.

SECTION-V

SCOPE OF WORK

Preface: Electricity network and equipment mounted in the same is back bone of Power distribution business. It is important to ensure good health of the network. With usage, time, accident, over loading etc, one can expect faults in the network which has to be maintained. The

process of maintenance involves network survey, analyze the operational parameters, preventive maintenance, to attend break down and faults and help in carrying out improvement network related schemes.

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

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

Purpose: Performance based on delivery across following deliverables:

- Outage Reduction
- Maintenance Cost Optimization
- Reliable and quality power supply to enhance Customer delight
- Asset life enhancement by proper operation & maintenance
- Quality & safety of Equipments, surrounding, Manpower and users.

This section covers the following:

(A) Manpower & Statutory Compliance Related:

1. Contractor has to provide resources as per ANNEXURE.. All manpower should be trained and has capabilities to carry out the assigned job.
2. Contractor should provide skilled manpower in operation and maintenance of Substation, Transformer, RMU, ACB and Cables. The list of engineers to be provided in advance so that buyer can test their skill. Engineer and Supervisor should be on contractor roll for the last three years.
3. Contractor must have extra skilled staff in buffer so that substitute staff can be provided when some of them are under training or on leave. In case Bidder win the contract, he has to share list of substitute manpower also.
4. Each AMC Staff including substitute to attend 5 days training/year. For this Contractor has to ensure availability of AMC staff so as work is not affected.
5. Behavioural & Domain training will be provided by the contractor as required and mutually agreed.
6. Contractor will have to give one consolidated PPT every quarter showing progress in the O&M parameters and recommendations for betterment of quality power supply to the consumer.
7. Contractor has to verify the qualification / experience certificate of manpower deployed by him. This also includes ensuring they all have good character certificate.

8. BYPL has a right, to disallow any manpower proposed by contractors who are not competent enough to handle the assigned job.
9. Contractor shall execute these works itself without subcontracting or assigning part or entire work.
10. Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances advances, insurance, safety measures, transportation and all other miscellaneous expenses etc. of their employees/workmen during the currency of this order.
11. Contractor shall distribute Identity Cards (as issued by BYPL) to its employees deployed for execution of the assigned works in various Zones & intimate to BYPL In Charge for entry/authorization of work
12. The attendance of manpower deployed by contractor will be verified through biometric system for this biometric machine will be provided in all O&M office. All payment relating to the manpower engaged by the AMC districts contractors shall be made on the basis of biometric attendance records
13. Contractor will have to submit the details of manpower with all relevant information as per the desired format of BYPL.

SL No.	Name	Emp No	Designation(L/M/ALM /Fitter/Supervisor/Engineer	Qualification	Remark

This will be verified by BYPL HR for authenticity of skilled manpower provided.

14. Contractor shall deploy adequate human resources, plant and machinery, tools and tackles as required for carrying out the work as mentioned in (Scope of Work). BYPL shall have the right to seek credentials of personnel as also their qualification details. In cases where a particular

personnel deployed by Contractor is not acceptable, Contractor shall arrange for removal and replacement within 24 hours.

15. At no point of time either during the present contract being in force or expiry of contract, Contractor employees shall press upon BYPL for employment, wages, and allowances or any other related matters, demands, payment etc.
16. Contractor shall ensure that all of their employees who are deployed in BYPL carry temporary identity cards with them issued by BYPL. Also it will be the responsibility of contractor to return back immediately the I-Cards to BYPL on expiry of the contract/ agreement and on retirement/ resignation/ removal of their employees to whom it was issued. Contractor shall indemnify BYPL for any or all losses, costs, damages that may incur due to loss/ misuse of such identity card by contractor employees. BYPL being its sole discretion, recover Rs. 100/- (Rs. One hundred only) per I-Card issued as duplicate I-Card to I3A employees. In case any employee of contractor is found missing the I-Card issued, BYPL may decide to proceed against Contractor for appropriate action to make good loss of reputation and damages.
17. Further, BYPL reserves the right to engage any other agency or resort to any other suitable means to carry out these jobs in the eventuality of any necessity faced by BYPL or in case of Contractor refusing to work, on the onset of any strike or for any other reasons likely to lead to loss of productivity. In the event of workmen refusing to work/ disrupting work or being non responsive, BYPL reserves the right to make appropriate recoveries from Contractor.
18. With an aim to optimize on the overall cost and resources, BYPL reserves the right to bifurcate zones/ Business Units into multiple units or amalgamate multiple such units to form a single Zone/ Business Unit. In such case, the monthly AMC charges shall be mutually agreed between BYPL and Contractor.

(B) Scope of Work (Operation & Maintenance-Details)

1) **MAINTENANCE WORK OF 11KV S/STN**

- a) Ensuring proper locking of substations, Feeder Pillars, Service Pillars, Bus bars and

Distribution Boxes (Lock/ chain)

- b) General cleaning of manned/unmanned sub-station (indoor, kiosk, plinth/pole mounted) & all equipment for proper house
- c) keeping including removal of weeds grass, malba, any other vegetation, jallas (spider webs) and scavenging etc.
- d) Reconditioning, replacement of Silica Gel/Breather.
- e) Periodic checking, cleaning, refilling & topping up transformer oil.
- f) Coupling of the panel with Bus bar.
- g) To test earthing & wherever result not found OK, to install fresh ground earthing and to install additional earthing if required, material to be provided by BYPL. The earth results for new earthing will be <1 ohm.
- h) Installation of new earthing minimum 200 no. in a year in a division shall be done in a financial year by the contractor , material supplied by the BSES , specification is also provided by the BSES .**
- i) Plugging of cable entry points in the substation as and when required.
- j) Cable gland earthing of H.T & L T Cables.
- k) Repairing of Gates/ Doors with installation of Locks and minor repairing of shutters with greasing.
- l) Ensure the existence/installation of M S Sheets on back side and front side of panel
- m) Repairing / rearranging of the earthing Grid.
- n) Checking of clamps, socket & taping of joints etc. replacement of bushing rods/ plugs wherever required.
- o) Replacement of broken/damage spout/insulator wherever required.
- p) Minor repairing and re-fixing of existing fencing wherever required excluding material.
- q) Draining out of rain water from the trenches during rainy seasons.
- r) Providing earthing continuity of HT panel/ Transformer/ LT board and Switches and any

other metallic part work with the existing running earth wire after proper binding/ cleating wherever required.

- s) For Replacement /Installation of pole, DT & RMU unit rate as finalized should be paid to you. For these activities manpower should be other than the regular manpower.

2) MAINTENANCE WORK OF LT AND HT NETWORK:

- a) Trimming of trees
- b) Naming of incoming & Outgoing Cables.
- c) Removal of Bird Nests, ribbon, banners, posters etc. from poles
- d) Removal of Cable TV wires from poles as directed
- e) Strengthening of MS /RCC pole with proper angle iron and muffing.
- f) Replacement of broken HT/LT Pole
- g) Fixing of PG Clamp.
- h) Replacement of X-arms of available size/ two line bracket/ shackle strips / D Clamp.
- i) Repairing of the broken guard wire also providing Tillie (Guard Tillie) in it.
- j) Repairing /Replacement of Bus Bar for all type of substations.
- k) Cable Gland Earthing of HT & LT Cables and making cable end termination wherever required.
- l) Repairing /Replacement of stay set/stud pole/anchor rod, egg insulators wherever required.
- m) Fixing of MS Clamp & Wooden Cleats for supporting Cables wherever necessary
- n) Fixing of Catenary's System with S/C Cable lead of all size
- o) To test earthing & wherever result not found OK, to install fresh ground earthing and to install additional earthing if required (at least 200 earthings per year as per BYPL earthing specifications). Material to be provided . The earth results for new earthing will be <2 (ohm).
- p) Straightening of PCC / MS poles.
- q) Repair / Replacement of DB's / piercing connectors / Eye hooks / suspension clamp / dead end clamp.
- r) Ensuring proper locking of DBs.
- s) Ensuring earthing of DBs with messenger wire.
- t) Repair / re-sagging of Bare / AB cable / GI wire of all sizes.
- u) Replacement/ repair of hardware fitting / equipment / accessories and maintain earthing at one end of circuit of HVDS.
- v) Sleeving of Jumpers , provide earthing continuity wherever required replacement /repairing of hardware fittings/accessories of HT O/H circuits.
- w) Minor internal wiring repairs or zonal offices only.
- x) Substation roof: Cleaning of roofs and rain water drain pipes, removal of plants & saplings from
- y) the roof (once in a quarter). Filling of roof cracks with cement.
- z) Minor welding work of IRC weld mesh fencing panel for plinth/ pole mounted sub-stations.

Minor welding work of locking arrangement at sub-station doors.

All the material required for carrying out this work shall be provided by BYPL

2 MAINTENANCE OF LT SWITCH GEAR-

Routine maintenance of switch gear and LT ACB, cleaning of the bus bar, cleaning of switchgear and LT ACB mechanism with hot air blower, fixing of MS Sheets on the S/G panels wherever required. Closing of LT panel/ACB doors, fixing of covers wherever required, maintain the healthiness of protection circuit, attends hot spots replacement in case of failure/damage, oiling and greasing of mechanism maintain earthing connections. The chain and lock of the sub-station is required to be checked and to be fixed in case missing/ damaged. The spares and all the materials shall be supplied by BSES.

3 MAINTENANCE OF HT SWITCH GEAR-

Routine maintenance of HT switch gears, cleaning of the bus bar, fixing of MS Sheets on the S/G panels wherever required. Cleaning of RMU mechanism and cable chamber with hot air blower, fixing of covers wherever required, FPI and CBCT mounting and maintenance wherever required, sealing of cable entry holes, provide insulation of cable end terminations with tapes and boots, tightening of termination with torque wrench, maintain the healthiness of protection circuit and attend the tilted RMU and also raise the RMU level if some part of it found buried in the ground, provide canopy on extended portion of bus bar, Closing HT panel doors. The chain and lock of the sub-station is required to be checked and to be fixed in case missing/ damaged. The spares and all the materials shall be supplied by BSES.

4 MAINTENANCE OF TRANSFORMER

Reconditioning, replacement of silica gel/ Breather. Checking of HT/LT leads, clamps, socket and tapping of joints etc., replacement of bushing rods / plugs wherever required, checking of oil leakages and plugging their of including topping oil etc. General cleaning of Transformer HT/LT busing. Maintenance of HT/LT wooden cleats, installation of tapes and boots for providing insulation at terminations, sealing of drain valve, gasket replacement, maintenance of DT health monitoring systems, HT/LT bushing replacement, MOG integration with RMU and maintain its functionality, cleaning with hot air blower in case of dry transformer and package sub stations, maintain all other accessories etc.

5 MAINTENANCE OF ALLIED EQUIPMENT

Alignment / repair of GO switch and replacement of GO switch/ DD Fuse if necessary, Repairing and replacement of LT ACB of all capacities. Repair/replacement of jumper including bus bar and proper cleating of HT/LT cables. Spares shall be provided by the BSES. Fixing of wooden cleats and RMU cleats as required, repair/replacement of frames of transformer, RMU and LT ACBS

8.EARTHING

Fixing cable end box in the HT/LT switch gear and making proper earth connection, earthing of cable glands including crimping of sockets, fabrication and fixing of wooden cleats as required, checking of neutral/ body earthing and if result found beyond the limits fresh ground earthing be provided at each substation (at least 200 earthing per annum as per BYPL sub station earthing specifications). Providing earthing continuity of HT panel/ Transformer/ LT Board/ LT ACB/ Fencing/ HT and LT circuit including HVDS and switches and any other metallic part work with the existing running earth wire after proper binding/ cleating wherever required and maintaining proper record of earth results of each substation. All the spare and material will be provided by the BYPL

Alignment / repair of GO switch and replacement of GO switch/ DD Fuse if necessary, Repairing and replacement of LT ACB of all capacities. Repair/replacement of jumper including bus bar and proper cleating of HT/LT cables. Spares shall be provided by the BSES. Fixing of wooden cleats as required.

6 FEEDER PILLAR & SERVICE PILLAR

- a) Ensuring of proper locking
- b) Replacement of Fuse carrier
- c) Replacement of Fuse kit Kat
- d) Repairing /Replacement of Bus bar
- e) Dressing of I/C. & O/G. Cables

- f) To attend any leakage in Feeder Pillar or Service Pillar

- g) To tighten all the I/C and O/G cables terminals/ sockets/ joints.

- h) Fixing/ repairing doors and locking arrangement

- i) Cable gland earthing of L.T. Cables.

- J) Fixing of covers.

- l) Repair and replacement of structure/plinth of feeder pillar/ service pillar.

7 NO CURRENT COMPLAINTS –

- a) Repairing the s/line meter terminal.
- b) Replacement of Piercing connector / DBS
- c) Bypassing of burnt meter
- d) Repairing of Service line Jumper
- e) Replacement of pillar fuse / DT fuse / DD fuses
- f) Repairing of main line L.T. Jumper
- g) Repair/Replacement of broken/faulty (O/H & U/G) service line
- h) Isolation of network in case of leakage
- i) Repair of broken conductor
- j) Attend current leakage complaint
- k) Replacement/repair of bus bar boxes
- l) Repair / replacement of LT AB Cable and accessories
- j) To attend TCNR/TCR complaint within DERC prescribed time limit.
- k) Use of Lineman App:- 100% closure of the complaint through lineman app.
- l) No wrong closure
- m) Restoration of supply of consumer as per DERC norms in any case to give the ATR / proper feedback of each complaint and capture and inform the reasons if there is any delay in supply restoration.
- n) Restoration of supply of consumer as per DERC norms in any case to give the ATR / proper feedback of each complaint
- o) To attend emergency / PCR complaints

8 Breakdown of LT and HT System:

1. Installation / replacement / repair of all type hardware fittings in bare conductor network / LTAB as well as HVDS networks including repairing/replacement of line jumper/ shackle jumper / line accessories
2. Repairing /Replacement of Cable Jumper
3. Sagging of Conductor/ GI Wire of all type LT AB / HT AB Cable
4. Fixing / Re-fixing of spacers in overhead lines
5. Repairing/Replacement of snapped conductor /AB cable or any part/equipment/ accessories of HT/LT network
6. Fixing / replacement / repair of connection hooks / piercing connectors
7. Disconnection & reconnection work of any nature including MRO
8. Repairing /replacement of G.O. switch / D. D. unit
9. To assist FLC team in fault location as well as jointing if required.
9. Attend the partial discharge observations
10. To assist HT/LT breakdown team
11. Replacement of all type of Insulator.
12. replacement / repair of stays
13. Minor internal wiring repairs or zonal offices only.
14. Substation roof: Cleaning of roofs and rain water drain pipes, removal of plants & saplings from
15. the roof (once in a quarter). Filling of roof cracks with cement.
16. Minor welding work of IRC weld mesh fencing panel for plinth/ pole mounted sub-stations.
17. Minor welding work of locking arrangement at sub-station doors.

18. All the material required for carrying out this work shall be provided by BYPL

9 Attending of Breakdowns Pertaining To S/Stn.

- 9.1.1 Replacements / repair of burnt HT/LT lead/socket
- 9.1.2 Replacement of defective/brunt/damaged distribution transformer of all type and size including transportation, loading unloading and dragging if required from store to site or from site to site
- 9.1.3 Returning of defective/brunt/damaged Transformers to Store/Yard
- 9.1.4 Transportation of mobile Transformers to and from site. Making of HT/LT/earthing connection including tapping of live parts of HT/LT cable / LT / HT leads for restoration of power supply
- 9.1.5 Repair/replacement of burnt / damage LT ACB/SWITCH /LT board including, modification of MS structure if required including connection, tapping of live parts of HT/LT cable / LT / HT leads
- 9.1.6 Digging & refilling work of any nature required for breakdown maintenance (excluding cable faults)
- 9.1.7 To & fro Transportation of man and materials
- 9.1.8 Replacement / repairing of HT cable and LT lead between switchgear and transformer including preparation and termination and fabrication of MS Frame / wooden Cleats wherever required
- 9.1.9 In emergency replacement of C.T/P.T including modification of mounting structures if required
- 9.1.10 To attend Break Downs including cleaning of bus bar/panels, etc.
- 9.1.11 To assist for repairing of OCB/ VCB / RMU operating mechanism and repairing of tripping system
- 9.1.12 Trimming of trees

10 Replacement of Transformer(due to any reason) is limited to 60 no in a financial year.(except HVDS transformer which shall be borne by the contractor during the tenure of the contract), extra cost should be paid if no. of transformer is more than 60 in a financial year .

10.1 Network Securitization

10.1.1 Removal of illegal tappings

10.1.2 Locking of S/Stns, Feeder pillars, service pillars and DBs.

10.1.3 Consumer tagging, branch joints

11 Material and planned shutdowns will be arranged by BSES and required T&P to be provided by the Contractor.

12 Preventive Actions by Contractor - Contractor to proactively report in writing about overloading, theft/ pilferage from transformer, oil leakages, damaged cable/ cable thimbles, faulty ACBs etc. so that the Zonal Manager can initiate proper corrective actions to rectify the same.

13 Contractor has to maintain log book of all Distribution Transformers preventive maintenance data.

14 Preventive Actions by Contractor - Contractor to proactively report in writing to about instances of unauthorized construction in progress and working of external agencies around the laid down BYPL network. In the event of NO prior information , trippings on account of the same shall be accounted as failure of contractor to prevent trippings.

15 The Contractor shall give the confirmation of having provided personal protective equipment (PPE) to all its personnel in the format mentioned below:

Scope of Work Telephone operator in AMC

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

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

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

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

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

The BYPL and the contractor will agree to fully co-operate and ensure effective implementation of the Proposed Agreement. For the aforesaid purpose, Engineer-In- Charge of the District nominated by the BYPL and nominee of the contractor shall work jointly. The contractor shall keep the BYPL informed of the work

progress as per the BYPL requirement in addition to timely submission of monthly reports when demanded by the BYPL to facilitate a review.

The detail scope of work will comprises the following:

1.1 CONTRACTOR'S SCOPE:

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

b) Total number of T.O. in a month will be as per annexure. Rate for one number of T.O. will be settled on the basis of 8 hours shift duty per month with one weekly off. Each seat will be operated on 24X7 basis who is being referred as Telephone Operator (T.O.) from here on. BYPL Engineer-in-charge will inform for any increase in no. of TOs at least 30 days notice and contractor shall arrange these changes on the date specified.

c) The responsibilities to be undertaken by the T.O. are as follows:

(i) Attending to customer calls and responding appropriately.

(ii) Registering No-current complaints in Complaint Register & Outage Management System (OMS) and closing the complaints.

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

(iv) Obtaining updated status of No-supply / break down from SCADA, Grid Substations And 11kV Break down Units.

(v) Prioritization and allocation of No-current complaints of all types to LM's.

(vi) Prioritization and allocation of Street light complaints of all types to LM's.

(vii) Record attendance of staff on duty and report to Divisional Heads office.

(viii) Ensure proper functioning of computers and telephones. Report malfunctioning to the concerned authorities for timely action / rectification.

(ix) Upkeep of complaint center and watch & ward of all equipment in the complaint center.

(x) Update SDO's / Divisional Managers about and emergencies.

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

e) A buffer of 5% should be maintained by contractor, which can be activated to counter contingencies.

f) One supervisor will be provided by the contractor. The Supervisor will supervise the overall seats in all circles of BYPL. He will be responsible for the attendance, quality and performance of the T.O.'s. The Supervisor will report to Head - O&M or as delegated by the Head - O&M to one of his subordinate.

g) Qualification criteria for Telephone Operator:

(i) Minimum educational qualification: 10+2 with First Division

(ii) Minimum age is 18 years

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

(iv) He should be Computer literate and should be able to work and have knowledge of the operating software, basic application software's & is able to rectify minor hardware problems.

(v) He should be willing to work in shifts.

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

(vii) He should have basic telephone etiquettes.

h) Qualification criteria for Supervisor:

(i) Minimum educational qualification: Graduate

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

(iii) He should be Computer literate and should be able to work and have knowledge of the operating software, basic application software's & is able to rectify minor hardware problems.

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

1.2 BYPL - SCOPE of WORK:

a) Provision of office space and stationery.

b) Provision of all requisite hardware and software e.g. computer with LAN connectivity, telephone lines etc.

c) Training on OMS and knowledge of local distribution network.

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

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

1.3 Performance Measurement:

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

There should be no wrong reporting or report closures of any kind of complaints.

Overall attrition rate should be less than 15%.

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

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

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

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

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

Complaint Center wise wrong closure report - Source: Call center

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

1.4. Incentive & Deterrence:

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

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

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

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

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

- ❖ BSES reserves the right to change/add/remove any of above complaint centers as per requirement.
- ❖ BSES reserves the right to increase or decrease any no. of TOs/supervisor at any point of time before or after award of contract.

SCOPE OF WORK

(DT Cleaning Scope of work)

1. Responsibility of Contractor

The contractor will also depute staff with a mobile handset device.

1.1 The Contractor shall be solely liable and responsible for any loss of or damage to any Goods; to be read in conjunction with penalty clause no.14

1.2 Failure to follow any reasonable instructions of the Company of which the Contractor has to notice.

1.3 Maintain a material register for all the free issue materials. The relevant extract of register shall be produced for verification at the discretion of engineer-in-charge.

1.4 Arrange for proper tools, tackles and associated paraphernalia as maybe required for carrying out the various jobs contemplated under this Contract.

1.5 Be responsible for transportation of his tools and tackles / employees from one location to another.

1.6 Provide all safety appliances, including but not limited to, safety belts, ladders, safety shoes, Safety Gloves, Helmet, Goggles, first aid box with required medicine and rain wears to its personnel.

- 1.7 Contractor shall submit Meter Change Report (book wise) along with summary of meter change report, old meter return docket and old materials to respective circle office on next day
- 1.8 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.
- 1.9 Return /deposit the old meters, meter box & other dismantled /Scraped material from Customer premises to our stores & fix a prescribed white sticker duly filled on old meter.
- 1.10 Rectify defects immediately noticed during verification & inspection and rectify the data if it found incorrect.
- 1.11 Deploy adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.
- 1.12 Appoint engineers & supervisor to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BYPL. Such engineer shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.
- 1.13 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.
- 1.14 Contractor shall submit identity cards of his employees engaged in the work to Company as per the format provided by the Company. The Identity cards have to be submitted to the company within seven days of placement of order for necessary certification by the company. All identity card will be certified by the company circle manager.
- 1.15 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.
- 1.16 Make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BYPL against such payments.
- 1.17 The Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Contractors personnel shall be trained in administering the first aid.
- 1.18 The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards field activities. Such reviews shall not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his erection methods.

1.19 All the free issue material stored in open or dusty location must be covered with suitable weatherproof and flameproof covering material as applicable.

1.20 The Contractor shall be responsible for making indoor storage facilities to store all items/ materials that require indoor storage at district stores.

1.21 Collect old Meter, Meter box removed during day. These materials recovered from site on each day should be deposited in the designated BYPL Stores next day along with proof of MCR & Measurement Sheet and unused new meters. The Old Meters should be accompanied with Meter change Report (MCR), Measurement Sheet and Meter Return Docket (MRD) duly filled in Soft and Hard copies.

1.22 The district store Management should be in line with the attached guideline & contractor has to keep one no. of computer with required no. of accessories to keep the record of incoming & outgoing materials.

1.23 Store Location & Watch and Ward:

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

Contractor will give authorization letter to their designated persons for issuing & returning of materials.

2. CONTRACTOR SCOPE OF WORK

1. At all times perform fully and properly all functions required to be performed for Shifting/replacement of existing old Electro Mechanical/Electronic Meter and Meter Boxes along with other accessories/laying of service cable where ever required, as the as the Company may direct at the premises of the Company consumers.

2. At all times perform fully and properly all functions required to be performed for DT cleaning & meter replacement work where ever required, as the Company may direct at the premises of the Company/consumers.

3. Perform the replacement/shifting of Electronic Meters in accordance and full compliance with the procedures and specifications. Contractor has to complete the work in totality as per the instruction of Engineer In Charge and payment will be made on the basis of actual execution.

4. Perform the DT Cleaning & meter replacement work in accordance and full compliance with the procedures and specifications. Contractor has to complete the work in totality as per the instruction of Engineer In Charge and payment will be made on the basis of actual execution.

5. All the services related to complete the work will be provided by you as per the instruction of engineer - in-charge.

6. Loading, unloading & transporting of all free issue materials up to contractors District Central Store/Site will be done by contractor from circle store.

7. Loading, unloading & transporting of all surplus and old materials from Contractors District Central Store to BYPL circle store will be taken care by contractor.
8. Perform functions required for the Fixing, Wiring, installation and Commissioning of New meters/ replacing of Old existing Electro Mechanical/Electronic Meters at the premises of the Company consumers at the Site always in accordance and full compliance with the procedures, standards and specifications.
9. Perform functions required for DT Cleaning & meter replacement/shifting work at the premises of the Company consumers at the Site always in accordance and full compliance with the procedures, standards and specifications.
10. O/H Service Cable sagging process & material dimension and related drawing shall be provided by Engineer in charge.
11. Contractor to provide photograph (Before & After) of individual meter in DT cleaning. Photograph should clearly depict meter no and, incoming and outgoing cables. Contractor shall provide photograph for Meter Replacement / shifting work also. Photographs must be provided in Pen drive/CD. Photograph must be renamed with CA/ Service Order in requisite format.
12. Gap in Gland and Cable will be filled with M-Seal in incoming/outgoing of Meter terminal Gland.
13. Fixing of Shearing Nut/Bolt for Closure of DBs
14. DT Cleaning Process and Activity/Responsibility of contractor and Company will be as per document
15. The Contractor shall give the confirmation of having provided personal protective equipment (PPE) to all its personnel in the format as per annexure 4.
16. Repairing & making of a straight through Joint .
17. Removal of illegal wires .
18. In addition to AMC staff , DT cleaning team will ensure the locking of s/stn , D.B,etc after LR work .

3.0 COMPANY SCOPE OF WORK:

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

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

- i) Meter with terminal cover
- ii) Meter box

- iii) Cable
- iv) Seals,
- v) Holograms
- vi) Junction boxes
- vii) Distribution boxes (Bus bar chambers)
- viii) Copper flexible wire
- ix) PVC steel reinforced conduit
- x) Sealing wire
- xi) Cable Jointing kit
- xii) GI wire
- xiii) MCR books
- xiv) Cable glands
- xv) Earth Bus Bar & any other material required to complete the job.
- xvi) The contractor can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.

4. EXECUTION PROGRAM AND CO-ORDINATION PROCEDURE

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

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

1 Contractor shall deploy adequate number of skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs are completed in time.

2 Contractor shall submit to the Company written detailed execution plan and manpower deployment plan on weekly basis, which shall match with the weekly meter replacement & DT Cleaning activity plan of the company provided to the contractor.

3 Company Representative may accompany the Contractors personnel during installation for ensuring access to Site, sealing of Meters and Metering Box and for taking over.

4 The Contractor shall submit to the Company's representative at Site a report that sets out in detail the jobs carried out. The Company's representative at Site shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that modifications/corrections need to be carried out Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications / corrections. The Engineer In Charge shall certify the report within 24 Hours after its submission.

5 On satisfactory completion of above the Company's representative shall inspect the site and certify the completion on measurement sheet

5. PROPER AVAILABILITY OF T&P:

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

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

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

- PPE's and their uses

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

Contractor must provide PPEs of BYPL approved specifications / make only.

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

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

Scope of works:

Street Light

The CONTRACTOR shall undertake the full responsibility of the assigned works of the preventive, predictive, break-down, execution work for rectification and routine maintenance for street Light system in BYPL and to the satisfaction of the COMPANY. The detail of works to be carried out by the CONTRACTOR is as mentioned in below SECTION. However, work allocation shall be communicated by the respective Engineer-In-Charge of the areas. The CONTRACTOR has to undertake any maintenance work pertaining to above issued by the COMPANY for Maintenance purpose which may be required to be carried out over and above the work highlighted in the below mentioned SECTION for the smooth working of the street light system.

To perform above, the contractor shall deploy qualified & experienced resources in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor will 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.

The Contractor shall submit a copy of the "Aadhar Card" of each employee deputed by him in BYPL.

Contractor shall keep a record of attendance of all his employees on daily basis, Preferably through a biometric system.

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.

The manpower deployed by the contractor will exercise highest level of integrity at work place and will not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor will indemnify the company for the loss incurred by the company on account of such malpractice/misconduct.

In case the contractor or the manpower deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company will 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.

The COMPANY also reserves the right to add any area and/or expansion units of existing Division or delete from the scope of work so assigned to the CONTRACTOR if the circumstances so warrant. All such cases will be dealt with mutual agreement.

The COMPANY and the CONTRACTOR will agree to fully co-operate and ensure effective implementation of the Proposed Agreement. For the aforesaid purpose, Division-In-Charge of the Division nominated by the COMPANY and nominee of the CONTRACTOR shall work jointly. The CONTRACTOR shall keep the COMPANY informed of the work progress as per the Company requirement in addition to timely submission of daily/monthly reports when demanded by the company to facilitate a review. A daily diary or register shall be maintained by the CONTRACTOR (in the format attached) for day to day work carried out by the resources (deployed by the contractor) as per instructions of sub division-In-Charge.

The CONTRACTOR shall ensure availability of all necessary tools and tackles and other equipment in working condition for carrying out the assigned jobs by their resources

It is necessary that the CONTRACTOR shall ensure proper cleaning and / or restoring of the areas of the work place.

The company will provide all spares and consumable material required for the jobs to the contractor without any cost. The contractor will maintain the records of the spares and consumable received by him and its uses thereof.

Augmentation works, Scheme works, are not covered in the scope of CONTRACTOR.

CONTRACTOR SCOPE OF WORK

1.The vendor to undertake the responsibilities of the assigned works of the preventive, predictive, breakdown execution work for rectification and routine, maintenance for street lights systems in BYPL in Delhi. The procedure for the same shall be as under:

1.1. FOR ATTENDING BREAKDOWN/ COMPLAINTS:

1.1.1 The contractor shall attend the complaints/ breakdown relating to street light on daily basis. All the complaints to be attended in a day shall be intimated to the contractor daily at 9:00 AM by the respective Engineer in charge.

1.1.2 All the material required for attending the breakdown and tower wagon shall be provided by BYPL which shall be returned on daily basis. Reconciliation of material issued shall be done on daily basis

1.1.3 Major complaints involving pole and feeder pillar/service pillar installation as decided by Engineer in charge should be attended by the contractor within 3 days from the time complaint received by the contractor and material is provided. Further, at least 50% of minor/ priority complaints should be attended by the contractor within 24 hours & balance is to be attended in next 24 hours from the time complaint received by the contractor and material is provided

1.2 FOR PREVENTIVE MAINTENANCE:

1.2.1 The contractor shall prepare & implement 3 month preventive maintenance schedule in consultation & coordination with respective Engineer in charge at division level. The vendor shall conduct the maintenance work of highest quality standards. This 3 month preventive maintenance schedule shall cover all the

street light points in the division (covering one third of total street light points per month). Total no. of street lights points along with details installed in the division shall be provided by Engineer in charge.

1.2.2 The scope of work to be covered under preventive maintenance schedule shall be as under:

- a) Tightening of Street light fittings Jumper/Supply line and all such jumpers connected to the street lighting systems including welding of fittings.
- b) Replacement of minor cable/ O/H systems and underground to & from ICTPN to attend the complaint up to 50mtrs (not for purpose of augmentation only)
- c) Replacement/Repair of HPSV 400 W, 250 W/150 W/ 70 W/FTL and their accessories on street lighting.
- d) Attending to street light conductor snapping.
- e) Repair of conductor snapping.
- f) Repair/ replacement of junction boxes, ICTPN, timer switches
- g) Repairing of stay wire connecting to the street lighting systems
- h) Cleaning of street lighting fixtures (Perspex covers , reflectors etc)
- i) Straightening and strengthening of the tilted poles.
- j) Minor trimming of trees
- k) Removing of bird nest/any other unwanted cables/wires/internet & cable TV wires/ posters etc.
- l) Pole numbering.
- m) Earthing.
- n) Jointing of cables
- o) Replacement of broken pole any type
- p) Straightening of the tilted pole any type
- q) Pole painting
- r) Restringing /sagging of the catenary

Separate work orders shall be issued to the contractor for carrying out any kind of major work (like new pole installation ,augmentation /up gradation of the system ,any underground/ overhead work of single span/ length above 60 mtr, jointing of cables of size 3 X 95 mm² & above).

1.2.3 The vendor shall ensure availability of all necessary tools & tackles and other equipment for carrying out the assigned jobs by their resources.

1.2.4 All the material will be provided by BYPL

1.2.5 Inspection of maintenance work done by the contractor shall be carried out by BYPL Engineer in charge on monthly basis. Also, inspection on 20% of total street light points maintained in a particular

month shall be carried out by BYPL. For the purpose of monthly joint inspections/verification with BYPL Engineer In charge, one day prior intimation shall be given by the contractor

1.2.6 The required compliance level for preventive maintenance carried out by the contractor shall be as under

- a) For the first month, the no. of complaints received should not be more than 0.7% of total street light points in the division.
- b) For the second month, the no. of complaints received should not be more than 0.6% of total street light points in the division
- c) For the third month & onwards, the no. of complaints received should not be more than 0.5% of total street light points in the division

In case of theft or missing items, the contractor shall intimate the same to Engineer in charge and shall replace such items only after getting approval of Engineer in charge.

It shall be the responsibility of the VENDER to organize to and fro transport of materials to be used for maintenance purpose, issued from any of the COMPANY Store/ Godown to the site of work and back to Stores within the area of work.

The cost of transit insurance, freight, loading / unloading of materials/ equipments during its handling / erection at site will be in the scope of AMC work.

The COMPANY shall arrange any permission from the local authorities like MCD, DDA, Traffic Police, PWD, and DJB. Also, Shut down shall be provided by the Engineer in charge.

It shall be contractor's responsibility to arrange for timely switching ON/OFF of the streetlight & same shall be followed strictly.

2.0 RESOURCES:

The contractor shall provide the appropriate resources as mentioned in Annexure-IX to execute the AMC. (Vehicle deployed shall not be more than 3 years old)

3.0 LIQUIDATED DAMAGES & PENALTIES:

3.1 LIQUIDATED DAMAGES:

3.1.1 For Functionality of street lighting:

If compliance level of 97% & above is not achieved for the functionality of street lighting, the contractor shall pay liquidated damages as under:

- a) For 97% & above - Nil L.D., 100% payment shall be released
- b) Below 97% - L.D. shall be deducted @ 0.5% for every % less than 97%

3.1.2 For attending complaints:

If the complaints (major & minor) are not attended by the contractor within time period as specified below, then for each complaint a penalty of Rs.50 for each day of default of rectification of faults shall be deducted from monthly bills:

- a) For Major complaints like pole installation & feeder pillar/ service pillar installation as decided by Engineer in charge: Within 3 days from the time complaint received by the contractor and material is provided.
- b) For Minor/ priority complaints (as decided by Engineer in charge): At least 50% complaints to be attended within 24 hours and balance in next 24 hrs from the time complaint received by the contractor and material is provided.

3.1.3 For Preventive maintenance:

If compliance level as mentioned in clause no 1.2.6 is not achieved, 10% shall be deducted from the monthly bill in addition to the penalty mentioned at clause no.3.1.1.

Also all penalties imposed by DERC if any due to the non-functioning of Street light during the period of contract is fully recoverable

3.2 PENALTIES:

3.2.1 While carrying out a maintenance function by switching on the lights of a street lighting system the contractor shall ensure that only the street lighting points existing on the particular stretch being maintained are switched on, Any other light /Lights observed to be or which have been done by the contractor shall attract penalties equal to 1.5 times the load switched on for the duration (not less than 1 hr) specified by the

observer and ascertained by the engineer in Charge. LDs shall be imposed appropriately as per the existing tariff specified by the DERC for street lighting

3.2.2 Penalty for No I-Card:

A penalty of Rs. 500/- shall be levied on contractor for every incident whenever employees found without I-card / loss of I-card. This amount shall be deducted from the bill of the contractor on the recommendation of concerned Engineer-Incharge.

3.2.3 Penalty for damage of material issued:

Any damage to material provided by the company to the contractor the same shall be recovered on cost plus 30 %. The Company shall be entitled to set off the entire amounts due from the contractor against the Rates payable by Company to the contractor.

ANNEXURE-III

SPECIAL CONDITIONS OF CONTRACT

(A) SERVICE LEVEL AGREEMENT (SLA):

As per DERC Street Light maintenance SOP. (The Information is available at DERC Website)

PERFORMANCE REVIEW PROCEDURE:

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

1. A high-level committee comprising of senior level officers of O&M, C&M and HR will be constituted to review performance of each division/contractor individually. Divisional-In-Charge of the concerned division will also be invited to the meeting.
2. First review of the performance shall be held in Third month after the start of the contract. Among other performance parameters, the review will particularly focus on deployment of competent manpower, provision of tools and tackles, timely payment of salary through ECS and statutory compliances.
3. Weighted Average Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.

4. From second review meeting onwards, the company will initiate the following corrective action if the Weighted Average Score of the contractor is below the stipulated performance standards:
- a) First instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contract shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - b) Second instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued first warning letter indicating that the company may terminate the contractor if the performance of the contractor does not improve the stipulated benchmark.
 - c) Third instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
 - d) Fourth instance of the Weighted Average Score falling in the Penalty zone (below 6 points) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, The Contract shall be treated as terminated and it shall be binding to the contractor and the Contract Performance bank guarantee submitted by contractor shall be forfeited.
5. It implies that if a contractor falls in a penalty zone for more than 3 times in a year, his contract shall get terminated. The process specified in previous para will be applied for a period of one year. Thereafter, it will be repeated for the second year.

LIQUIDATED DAMAGES & PENALTIES:

2.1 All penalties imposed by DERC if any due to the non-functioning of street light during the period of contract is fully recoverable.

2.2 While carrying out a maintenance function by switching on the lights of a street lighting system the contractor shall ensure that only the street lighting points existing on the particular stretch being maintained are switched on, Any other light /Lights observed to be or which have been done by the contractor shall attract penalties equal to 1.5 times the load switched on for the duration (not less than 1 hr) specified by the observer and ascertained by the engineer in Charge. LDs shall be imposed appropriately as per the existing tariff specified by the DERC for street lighting

2.3 Penalty for damage of material issued:

Any damage to material provided by the company to the contractor the same shall be recovered on cost plus 10 %. The Company shall be entitled to set off the entire amounts due from the contractor against the Rates payable by Company to the contractor.

Special condition of contract

a) **Service line agreement (SLA) :-**

Categories as per Supply code , 2017	Existing categories in which power supply complaints are registered
LT excluding DT replacement for less than 100 Consumer	NCC
	LT Emergency Shutdown
	LT Breakdown
LT excluding DT replacement for more than 100 Consumer	LT Emergency Shutdown
	LT Breakdown
	HT Emergency Shutdown
	HT Breakdown
HVDS	HT/LT Emergency Shutdown
	HT Breakdown
Transformer Replacement	HT/LT Emergency Shutdown
	HT Breakdown
Planned Shutdown	All
Burnt Meter	NCC
Stolen Meter	NCC

The time line

Service Area	Sub Divn Loss Level upto 10 % (A)	Sub Divn Loss Level : >10% and upto 20% (B)	Sub Divn with Loss Level : > 20 % (C)
Continuous power failure affecting individual consumer and group of consumer upto 100 connected at Low voltage supply, excluding the failure where distribution transformer requires replacement.	Within 02 hours	Within 03 hours	Within 04 hours
Continuous power failure affecting more than 100 consumers connected at Low voltage supply excluding the failure where distribution transformer requires replacement.	Within 02 hours	Within 02 hours	Within 03 hours
Continuous power supply failure requiring replacement of distribution transformer.	Within 04 hours		
Continuous power failure affecting consumers connected through High Voltage Distribution System (HVDS) and not covered under (i) & (ii) above	Within 02 hours		
Continuous scheduled power outages	Restoration of power supply by 6PM		

Replacement of burnt meter or stolen meter	Restoration of supply within three hours either by bypassing the burnt meter or by installing temporary meter.
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V. Categories and timeline for voltage fluctuations complaints are as under

Issue	Timeline
Local problem	Resolution within 03 hours
Tap setting of transformer	Resolution within twenty four hours
Repair of distribution line/ transformer/ capacitor	Resolution within fifteen days

Equipment	Performance Area	Performance Description
RMU/11 KV Panel	RMU Working Condition	Functionality of RMU in all respect
	SF6 Gas Pressure	Maintain normal pressure in RMU
	Switchgear erection	Erection should be straight
	Switchgear Cover	Installation of all missing covers & repair of damaged covers
	Switchgear and cable Earthing	All the earthing should be firmly connected
	Protection Relay and Circuit	Functionality of relay and protection circuit
	HT Cable Termination and connection	Tightness of connection with adequate insulation to avoid hot spot and PD
	HT cable mounting	Proper support for mounting/connection of HT cables with end gap sealing
	FPI Working (Placement of CBCT)	Properly installed and functional
Distribution Transformer	Oil Level	Oil level should be maintained in conservator tank as per specification
	Condition of Breather & Silica Gel	Silica Gel should be blue, breather should be intact properly with oil in oil cup
	Oil leakage	Oil leakage from transformer body, bushings, radiator etc

	Eathing	Tightness of body, neutral & frame earthing
	HT/LT cable mounting	Proper support for mounting/connection of HT/LT cables
	HT/LT cable connection & insulation	Tightness of all HT and LT connction with adequate insulation avoiding formation of hot spot
	Load balancing	Load of all the 03 phases should be balanced
	MOG integration on transformer with RMU	Firm connection of MOG with RMU
	Drain Valve Safeguarding	Making of drain valve theft proof
LT ACB	Working of ACB	Functionality of LT ACB in all respect
	LT cable connection & insulation	Tightness of all cables connction with adequate insulation avoiding formation of hot spot
	Condition of Top & Front cover	Installation of all missing covers & repair of damaged covers
	Relay and protection circuit	Functionality of relay and LT ACB protection circuit
	LT ACB support structure	Maintenance and repairing of support structure
	Load balancing	Load of all the O/G cables should be balanced
	Earth connection of ACB & Frame	Tightness of earthing connection of LT ACB and Frame
Sub Station	Sub Station Earthing	Maintaining integrity of earth mesh and tighness of all earth connection
	Sub Station Fencing	Maintenance, painting and repairing of fencing
	Sub Station Locking	Maintenance of doors, latches and locking arrangement
	Fencing Earthing	OK / Not OK / Missing
	Sub Station civil structure	Minor repair of plinth/toe-wall/stands, cable entry hole plugging
	Sub Station Cleaning and name plate installation	General cleaning, installation of Danger board, name plate etc

Preventive Maintenance of LT Overhead Lines

SI No.	PERFORMANCE AREA	PERFORMANCE AREA DESCRIPTION
1	Cleanliness of LT Lines	Line should be free from all undesired objects like bird nest, creeping plants, banners, majha, kites, etc. Tree branches should be trimmed to avoid physical contact with line
2	Quality of connections	All jumpers should be of proper size, connected with 8 inch binding on Ghori, or proper size piercing connector on AB cable, service cables should be connected properly in DBs or with Ghori
3	Load balancing	Variation of load on each phase and neutral should not be more than 20%
4	DB/SP/FP Closure	All DBs, FPs, SPs should be locked properly

Preventive Maintenance 11 kV HT Overhead Lines

SI No.	PERFORMANCE AREA	PERFORMANCE AREA DESCRIPTION
1	Cleanliness of HT Lines	Line should be free from all undesired objects like bird nest, creeping plants, banners, majha, kites, etc. Tree branches should be trimmed to avoid physical contact with line
2	Quality of connections	All jumpers should be of proper size and connected with 8 inch binding on Ghori. Cable should be properly earthed and connected with sockets at termination points including HT AB cables
3	Condition of line accessories	All line accessories including insulators, cross arms, cable supports and stay-wires must be kept
4	Sagging of conductor & earth wires	Conductor should be properly sagged. Gap between parallel conductors and earth wires
5	Cable mounting	Cable should be mounted properly using wooden cleats and passed through GI guard pipe

(C) Operation & Maintenance Related (General)

- To ensure and certify every distribution transformers with no oil leakage. Periodic inspection to be carried out after 90 days for each transformer. Silica Gel, Oil in oil cup and oil level in conservator tank to be maintained as per specification. Zero tolerance for deviation, all accessories must be in good condition and oil level as per specifications. Supervisor of Contractor will certify the same on quarterly basis for each substation and report to be submitted to O&M analytics cell for checking. Penalty will be levied if transformer fails due to low oil.
- Load balancing to be carried out on monthly basis.
- Tightness of all HT, LT & Earth Connections. Physical checking of tightness of connection of leads/ Busbar/ Lugs /Sockets, Hotspots and burnt sockets, etc to be carried out once in 90 days by Thermo scanning device. After rectification they have to certify no outages due to loose connections.
- To test Earthing in substation and HVDS transformer & wherever result not found OK, fresh ground earthing to be provided and to install additional earthing if required, material to be provided by BSES. The earth results for new earthing should be <1 ohm.
- Proper support for mounting/connection of HT/LT cables. Cable to be mounted through wooden cleats of proper size. Cleats to be tightened using nut bolts. All cable ends are to be cleaned. No dust, carbon formation on termination joints. Cable should mount properly using wooden cleats and passed through GI guard pipe.
- Locking of substation to be ensured. All DBs, FPs, SPs should be locked properly.
- Line should be free from all undesired objects like bird nest, creeping plants, banners, majha, kites, etc. Further if Data/TV Cables are hanged on pole than information will be shared with copy.
- Tree branches should be trimmed on monthly basis to avoid physical contact with line. Penalty will be levied if outage occurred due to tree touching.
- Tree trimming equipment with consumables for operation & maintenance of the machine.
- All jumpers should be of proper size, connected with 8 inch binding on Ghori, or proper size piercing connector on AB cable, service cables should be connected properly in DBs or with Ghori. Old jumpers to be replaced with Insulated scrap cable as jumper.
- All line accessories including insulators, cross arms, cable supports and stay-wires must be kept in good condition.

- Conductor should be properly sagged. Gap between parallel conductors and earth wires should be proper. Physical inspection of half-kilometer or 15 spans of HT line (including HVDS line) on daily basis.
- New poles to be erected through LOP schemes only. However for replacement of damaged/broken poles, it will be done through AMC.
- Replacement of defective/burnt/damaged distribution transformer of all type and size including transportation ,loading-unloading and dragging.
- Fixing of PG Clamp. Repairing /Replacement of Bus Bar for all type of substations, Cable Gland Earthing of HT & LT Cables Repairing /Replacement of stay set. Plinth repair of Service Pillar.
- Repair / Replacement of DB's / piercing connectors / Eye hooks /suspension clamp / dead end clamp.
- Replacement/ repair of hardware fitting / equipment / accessories of HVDS.
- Alignment / repair of GO switch and replacement of GO switch/ DD Fuse if necessary, Repairing and replacement of LT ACB of all capacities.
- Penalty terms will be covered through AMC Score card.

KCC + Industrial tripping + Failure of Distribution Transformer+ Network securitization

(ii) KCC + Industrial tripping + Failure of Distribution Transformer+ Network securitization

Contractor to ensure zero KCC & industrial tripping and same to be done in coordination with Sub Division in charge. Applicability of deduction to be imposed on contractor shall be decided as per the conditions mentioned below:

S.No.	Conditions	Tripping at grid level	Load disappear at grid level
1	Bridage (in case of nest on line/pole)	Deduction applicable	Deduction applicable
2	Jumper Parting	Deduction applicable	Deduction applicable
3	Conductor Parting	Deduction applicable	Deduction applicable
4	Insulator Failure	Deduction applicable	Deduction applicable

5	Squirrel electrocution (excluding HVDS)	Deduction applicable	Deduction not applicable
6	Tree Branches touching HT line	Deduction applicable	Deduction applicable
7	Tree Branches falling on conductor /transformer	Deduction not applicable	Deduction not applicable
8	Tree falling on line etc	Deduction not applicable	Deduction not applicable
9	Kite stuck on line	Deduction not applicable	Deduction not applicable
10	Pole broken	Deduction not applicable	Deduction not applicable
11	Animal electrocution	Deduction not applicable	Deduction not applicable
12	LA blast	Deduction not applicable	Deduction not applicable
13	Cable fault (running / joint failure)	Deduction not applicable	Deduction not applicable
14	Cable End Box Faulty	Deduction not applicable	Deduction not applicable
15	Over Load	Deduction not applicable	Deduction not applicable
16	Stormy/rainy weather reported	Deduction not applicable	Deduction not applicable
17	CT/PT failure or its jumper burnt	Deduction not applicable	Deduction not applicable
18	Trf /DD Fuse Blown	Deduction not applicable	Deduction not applicable
19	Trafo Failure /Suspected faulty	Deduction not applicable	Deduction not applicable
20	Fault due to HT/LT Busing failure / puncture of bushing insulator of trf.	Deduction not applicable	Deduction not applicable
21	SWG flashover	Deduction not applicable	Deduction not applicable
22	Relay malfunction	Deduction not applicable	Deduction not applicable
23	HT consumer side fault	Deduction not applicable	Deduction not applicable
24	Hooking/ theft/sabotaging	Deduction not applicable	Deduction not applicable
25	No visible fault found/ no fault found	Deduction not applicable	Deduction not applicable

26	Metering cubical fault	Deduction not applicable	Deduction not applicable
27	BB moistunsation of HT RMU/Panel	Deduction not applicable	Deduction not applicable
28	LT side fault	Deduction not applicable	Deduction not applicable

NOTE:

- 1) In LR cases deductions will not be applicable.
 - 2) Survey report of feeder to be provided in order to avoid feeder tripping & hence any deductions
 - 3) Action not taken by EIC despite of survey report being submitted by contractor, any tripping in such cases will not be to contractor account
 - 4) If repeated failures are taking place because of try culture by EIC, deduction will not be applicable for such in tripping of grid or load disappear
 - 5) Tripping during stormy weather shall not be considered
- The contractor has to ensure proper maintenance of Distribution trf. including regular load monitoring & load balancing. The contractor shall be penalized if there is a trf. failure in its area due to the negligence/poor maintenance of contractor. After every failure, reason of failure shall be jointly analyzed by Sub Division in charge / other nominated person based upon which it will be decided whether the failure is attributable to the contractor. Generally low oil level (except oil theft), pink silica gel, missing breather, loose connection, overloading of the failed trf. will be considered as probable reasons attributable to the contractor.
 - For Network Securitization, the contractor shall ensure removal of illegal tappings, Locking of S/Stns, Feeder pillars, service pillars and DBs

(D) KEY PERFORMANCE INDICATORS (KPI) : BSES reserves the right to change/add to the list of KPI and change the basis for measurement, at any point of time during the execution of the contract. This will be communicated in writing to the contractor by the Head of the Department.

Note: The Contractor performance shall be evaluated on the basis of published score card & further allocation of work may depend upon performance of contractor.

Experience of Contractor on various works carried out in BYPL

Financial year	Division AMC(if yes than mentioned name of division)	Other than Div AMC	Remarks (if any)
FY(19-20)			
FY(18-19)			
FY(17-18)			
FY(16-17)			
FY(15-16)			

SECTION-VI

Following T&P is required to be available with the Contractor:

<u>LIST OF T&P REQUIRED</u>			
(A) Division Level Tools			
S. No.	Description	Unit	Required Quantity
Article A			
1	BYPL Labelled Uniform for All AMC Manpower		For all AMC Manpower
Article B			
1	TRANSFORMER OIL TESTING MACHINE	Nos.	1
2	WELDING SET	Nos.	1
3	CHAIN PULLEY BLOCK (2 TONNES)	Nos.	1
4	DANGI FOR REMOVAL OF SMALL BRANCHES OF TREES	Nos	1
5	Pneumatic Jack Hammer	No.	1
6	Impact Drill M/c 24"	nos	1
7	Earth Resistance Tester (digital)-clamp Type	nos	1
8	Gl wire Cutter	nos	1

Annexure C-2: List of Tools and Plant (T&P) requirement_sub-Division level (for SD maintenance Teams)

LIST OF T&P REQUIRED

(B) SUB-DIVISION LEVEL TOOLS & Equipment (For SD Maintenance Teams)				
S. No.	Description	Unit	Required quantity	Eligibility
Article A				
1	Rain Coat	Nos	1	Per AMC employee
2	Gum Boot	Nos	1	Per AMC employee
3	Anti Cut Gloves	Set	1	per line man
4	safety cone	nos	10	amc
5	safety tape	mtrs	50	amc
Article B				
1	MANUAL CRIMPING TOOL (10 SQ MM TO 50 SQ MM)	Nos	1	Per Line Man
2	SAFTEY ROPE	Nos	1	Per Line Man
3	TORCH (Rechargeable Battery operated)	Nos	1	Per Line Man
4	LINE TESTER FOR LT	Nos	1	Per Line Man
5	ONLINE TESTER FOR HT(Audio visual LT & 11 kV live line indicator)	Nos	1	Per Line Man
6	HACKSAW FRAME	Nos	1	Per Line Man

7	TEST LAMP	Nos	1	Per Line Man
8	full ROUND FILE 12"	Nos	1	Per Lineman
9	FLAT FILE 12"	Nos	1	Per Lineman
10	KNIFE	Nos	1	Per Lineman
11	SCREW DRIVER (Both ways of size 6")	Nos	1	Per Lineman
12	NOSE PLIER 6"	Nos	1	Per Lineman
13	Cable Semicon Removal Tool	Nos	1	Per Line Man
14	LTAB Core Separator Tools	Nos	1	Per Line Man
15	Tool Bag	Nos	1	Per Line Man
16	ALLEN KEY SET (COMPLETE)	nos	1	Per Line Man
17	INSULATED CUTTING PLIER 8"	nos	1	Per Line Man
Article C				
1	Digital/Motorised Insulation Resistance Tester (5000 V) with facility of testing voltage selection from 500V to 5000V	Nos	1	Should be of reputed make
2	tool box	nos	1	AMC
3	Hydarulic Crimping Tools (95 SQ MM TO 300 SQ MM)	Nos	1	AMC
4	Hydarulic Crimping Tools (300 SQ MM TO 630 SQ MM)	nos	1	AMC
5	BOX SPANNER	SET	1	AMC
6	RING SPANNER	SET	1	AMC
7	D. E. SPANNER	SET	1	AMC
8	Torque Wrench (40 to 100 N-m)	Nos	1	AMC
9	INSULATED CUTTING PLIER 8"	Nos	1	AMC
10	SCREW DRIVER set(insulated from 06 ro 18 inch)	set	1	AMC
11	pipe wrench 18"	Nos	1	AMC
12	extension board with 15 m wire	Nos	1	AMC
13	FRP Foldable Ladder 30'	nos	2	AMC
14	Rope for Pole Supporting	Nos	1	AMC
15	Rollers for Pulling of LT AB/HT AB cables	Nos	4	AMC
16	Hammer 10 Kgs (Clutch Hammer)	Nos	1	AMC
17	Hammer 8 LBS	Nos	1	AMC
18	Chiesel 8"	Nos	1	AMC
19	Multimeter(Clamp on Type meter)	Nos	1	AMC
20	Blow Lamp with cylinder	Nos	1	AMC
21	Hot Air Blower	Nos	1	AMC
22	Winch machine(.5T)	Nos	1	AMC
23	Winch machine(2T)	Nos	1	AMC
24	cutter/Grinder(A.C) 4.5"	Nos	1	AMC
25	Set of Flexible wires of suitable current ratings and connector Clips	set	1	AMC
26	Spade	nos	1	AMC
27	pickaxe	nos	1	AMC
28	Gulla	nos	1	AMC
29	Crowbar	nos	1	AMC
30	Handpump for TX OIL	Nos	1	AMC
31	ALCO METER(BREATHE ANALYZER)	Nos	1	AMC

SECTION-VII

LIST OF T&P REQUIRED

(C) TOOLS FOR BREAK-DOWN TEAM				
S. No.	Description	Unit	Required Quantity	Eligibility
Article A				
1	Gum Boot	No s	1	Per AMC employee
2	Anti Cut Gloves	Set	1	Per Line Man
3	Safety Helmet with Torch and Face vice	No s	1	Per Fitter/Lineman
4	Safety Cone	No s	10	
5	Safety Tape	Mtr s	50	
Article B				
1	Digital/Motorised Insulation Resistance Tester (5000 V) with facility of testing voltage selection from 500V to 5000V	No s	1	per team
2	TOOL BOX	No s	1	per team
3	D. E. SPANNER	SE T	1	per team
4	ALLEN KEY SET (COMPLETE)	No s	1	per team
5	BOX SPANNER SET WITH ALL SOCKET	SE T	1	per team
6	Ring SPANNER SET	SE T	1	per team
7	TORQUE WRENCH (40 to 100 N-m)	No s	1	per team
9	HYDRAULIC CRIMPING TOOL (95 SQ MM TO 300 SQ MM)	No s	1	per team
10	ADJUSTABLE WRENCH 18"	No s	1	per team
11	PIPE WRENCH 18"	No s	1	per team
12	SCREW DRIVER - 2 NOS(OFF SIZES 10' AND 18")	SE T	1	per team
13	INSULATED CUTTING PLIER 8"	No s	1	per team
14	RECHARGABLE BATTERY OPERATED TORCH	No s	2	per team
15	ON LINE TESTER HT	No s	1	per team
16	LINE TESTER LT	No s	1	per team
18	HACKSAW FRAME	No s	1	per team
19	KNIFE	No s	1	per team

20	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	SET	1	per team
21	TEST LAMP	Nos	1	per team
22	HAMMER 8 LBS	Nos	1	per team
23	CHIESEL 8"	Nos	1	per team
24	FRP Foldable Ladder 30'	Nos	1	Mounted on vehicle
25	SAFTEY ROPE	Nos	2	per team
26	ROPE FOR POLE SUPPORTING -1 NO. WITH B/D VAN	Nos	1	per team

(D) TOOLS FOR FLC

Article B

1	TOOL BAG	Nos	1	per team
2	TORCH (RECHARGABLE BATTERY OPERATED)	Nos	1	per team
3	ONLINE TESTER FOR HT	Nos	1	per team
4	LINE TESTER LT	Nos	1	per team
5	SCREW DRIVER - 2 NOS(OF SIZES 10' AND 18")	SET	1	per team
6	D. E. SPANNER SET	SET	1	per team
7	ALLEN KEY SET (COMPLETE)	Nos	1	per team
8	ADJUSTABLE WRENCH 18"	Nos	1	per team
9	INSULATED CUTTING PLIER 8"	Nos	1	per team
10	HACKSAW FRAME	Nos	1	per team
12	TEST LAMP	Nos	1	per team
13	KNIFE	Nos	1	per team
14	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	SET	1	per team

LIST OF T&P REQUIRED

Following T&P is required to be available with the Contractor:

(E) TOOLS FOR LINEMAN/FITTER IN SUB STATION MAINTENANCE TEAM				
S. N o.	Description	Unit	Availab le Quantit y	Eligibility
Article A				
1	Gum Boot	Nos	1	
2	Anti Cut Gloves	Set	1	Per Line Man
3	Safety Cone	Nos	10	Per Team
4	Safety Tape	Mtrs	50	Per Team
Article B				
1	NYLON SAFTEY ROPE	Nos	1	Per Lineman
2	TOOL BAG	Nos	1	Per Lineman
3	ADJUSTABLE WRENCH 18"	Nos	1	Per Line Man
4	MANUAL CRIMPING TOOL (10 SQ MM TO 50 SQ MM)	Nos	1	Per Line Man
5	SCREW DRIVER SET (Insulated from 06 ro 18 inch)	Nos	1	Per Lineman
6	INSULATED CUTTING PLIER 6"	Nos	1	Per Lineman
7	HALF ROUND FILE 12"	Nos	1	Per Lineman
8	FLAT FILE 12"	Nos	1	Per Lineman
9	KNIFE	Nos	1	Per Lineman
10	HACKSAW FRAME	Nos	1	Per Lineman
11	LINE TESTER FOR LT	Nos	1	Per Lineman
12	ONLINE TESTER FOR HT	Nos	1	Per Lineman
13	TEST LAMP	Nos	1	Per Lineman
Article C				
1	TOOL BOX (MS)	Nos	1	Per Maintenance Team
2	HYDRAULIC CRIMPING TOOL (95 SQ MM TO 300 SQ MM)	Nos	1	Per Maintenance Team
3	HYDRAULIC CRIMPING TOOL (300 SQ MM TO 630 SQ MM)	Nos	1	Per Maintenance Team
4	ALLEN KEY SET (COMPLETE)	Nos	1	Per Maintenance Team
5	STAR ALLEN KEY SET (COMPLETE)	Set	1	Per Maintenance Team
6	BOX SPANNER SET WITH ALL SIZE SOCKETS	SET	1	Per Maintenance Team
7	RING SPANNER SET	SET	1	Per Maintenance Team
8	D. E. SPANNER Set	SET	1	Per Maintenance Team
9	TORQUE WRENCH (40 to 100 N-m)	Nos	1	Per Maintenance Team

10	PIPE WRENCH 18"	Nos	1	Per Maintenance Team
11	INSULATED CUTTING PLIER 8"	Nos	1	Per Maintenance Team
12	EXTENSION BOARD WITH 15 MTR WIRE	Nos	1	Per Maintenance Team
13	MULTIMETER (Clamp On Type meter)	Nos	1	Per Maintenance Team
14	BLOW LAMP WITH CYLINDER	Nos	1	Per Maintenance Team
15	HOT AIR BLOWER	Nos	1	Per Maintenance Team
16	CUTTER/GRINDER (AC) 4.5"	Nos	1	Per Maintenance Team
17	SET OF FLEXIBLE WIRES OF SUITABLE CURRENT RATING AND CONNECTOR CLIPS	Set	1	Per Maintenance Team
18	FRP FOLDABLE LADDER 30'	Nos	1	Per Maintenance Team
19	HAMMER 8 LBS	Nos	1	Per Maintenance Team
20	CHIESEL 8"	Nos	1	Per Maintenance Team
21	DANGI FOR REMOVAL OF SMALL BRANCHES OF TREES	Nos	1	Per Maintenance Team
22	SPADE	Nos	1	Per Maintenance Team
23	PICKAXE	Nos	1	Per Maintenance Team

LIST OF T&P REQUIRED

(F) TOOLS FOR LINEMAN IN COMPLAINT CENTER				
S. No.	Description	Unit	Available Quantity	Eligibility
Article A				
1	Rain Coat	Nos	1	Per AMC employee
2	Gum Boot	Nos	1	Per AMC employee
3	Anti Cut Gloves	Set	1	Per Line Man
4	Safety Cone	Nos	10	Per Team
5	Safety Tape	Mtrs	10	Per Team
Article B				
1	TOOL BAG	Nos	1	Per Team
2	D. E. SPANNER	SET	1	Per Team

3	RING SPANNER SET	Nos	1	Per Team
4	SCREW DRIVER SET	Nos	1	Per Team
5	ALLEN KEY SET (COMPLETE)	Nos	1	Per Team
6	ADJUSTABLE WRENCH 18"	Nos	1	Per Team
7	PIPE WRENCH 18"	Nos	1	Per Team
8	INSULATED CUTTING PLIER 8"	Nos	1	Per Team
9	MANUAL CRIMPING TOOL (10 sq.mm to 50 sq. mm)	Nos	1	Per Team
10	ON LINE TESTER HT	Nos	1	Per Team
11	LINE TESTER LT	Nos	1	Per Team
12	KNIFE	Nos	1	Per Team
13	NOSE PLIER 6"	Nos	1	Per Team
14	HACKSAW FRAME	Nos	1	Per Team
15	TORCH (RECHARGABLE BATTERY OPERATED)	Nos	1	Per Team
16	TEST LAMP	Nos	1	Per Team
17	Multi Meter (Clamp Meter)	Nos	1	Per Team
18	FRP LADDER 21'	Nos	1	Per Team
19	LTAB Core Separator Tools	Nos	1	Per Team
20	SAFTEY ROPE	Nos	1	Per Team
21	SAFTEY CHAIN (BRASS)	Nos	1	Per Team
22	FULL ROUND FILE 12"	Nos	1	Per Lineman
23	FLAT FILE 12"	Nos	1	Per Lineman

Following T&P is required to be provided by the Contractor:

List of Tools required to be of specified Make :

- ****Transformer Oil testing Machine of Make ----- KRINOs/NDL Power Ltd(duly ISI Marked)**
- **HAND HELD HYDRAULIC CRIMPING TOOL (25 SQMM to 95 SQMM) of Make M/s SIGMA/3D/RAYCHEM/JAINSON/DOWELL(duly ISI Marked)**
- **MEGGAR 2.5/5 KV Machine of Make M/s FLUKE/MEGGAR/MOTWANI/RISHAV(duly ISI Marked)**
- **LT MEGGAR 500 VOLTS Machine of Make M/s FLUKE/MEGGAR/MOTWANI/RISHAV/WACCO(duly ISI Marked)**
- **HAND DRILL M/c of Make M/s Bosh(duly ISI Marked)**
- **HYDRAULIC CRIMPING MACHINE WITH DIE SIZE 150 & 300 & 630 SQ. MM WITH HEXAGONAL DIE of Make M/s SIGMA/3D/RAYCHEM/JAINSON/DOWELL(duly ISI Marked)**
- **HAND HELD CRIMPING TOOL (25 SQ MM TO 95 SQ MM) of Make M/s SIGMA/3D/RAYCHEM/ JAINSON/DOWELL(duly ISI Marked)**

- **CLIP ON METER of Make M/s MECO/MOTWANI/RISHAV(duly ISI Marked)**

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

SECTION VII

PRESENT ASSET, CONSUMER & COMPLAINT DETAILS

A) Details of Assets in BYPL

Sr No	Division	No of Sub Stations	Sub-Division/Zone	No of Transformers	HVDS	No of 11 KV (HT) Feeders	RMU	No of LT feeders
1	CCK	108	3	162		50	189	590
2	DRG	115	3	185		86	284	745
3	PHG	120	3	199		33	210	806
4	SRD	125	3	220		37	273	1065
5	PNR	145	3	226		40	259	1268
6	GTR	165	3	302		56	324	1356
7	NNG	123	3	201	2091	43	265	848
8	KWN	142	3	177	6013	52	287	559
9	YVR	179	4	262	380	51	281	969
10	KKD	182	3	294		55	317	1193
11	LNR	369	4	639		102	619	2538
12	MVR I&II	185	3	309		48	306	1946
13	MVR III	174	3	295	275	29	280	975
14	KNR	182	5	301		63	280	1490
Total		2314	46	3772	8759	745	4174	16348

(B) Details of Consumer & Average Complaint Lodged

Sr No	Division	Total Consumers	Total Complaints	Total Complaints	Total Complaints
		(Approx)	Mar – 2020	Apr-20	May-20
1	CCK	96000	1540	1848	3104
2	DRG	67000	862	1529	2808
3	PHG	100000	1418	2020	2662
4	SRD	65000	1929	2032	2692
5	PNR	98000	2387	2873	3558
6	GTR	104000	3335	3778	7759
7	NNG	140000	3114	5454	7291
8	KWN	183000	6542	8175	11152
9	YVR	173000	2532	3845	7696
10	KKD	90000	1690	2852	4913
11	LNR	178000	3094	6288	9377
12	MVR I&II	96000	1409	2655	3290
13	MVR III	67000	1049	2099	2835
14	KNR	177000	2679	4648	7322
Total		1634000	33580	50096	76459

SECTION VIII
ESTIMATED DETAILS OF RESOURCES

Division	Supply Maintenance						Street Light				DT Cleaning			Sub Division	Total Manpower
	Total	Safety Supervisor	Supervisor	E.Fitter	LM	ALM	Total	Welder	LM	ALM	Total	LM	ALM	T.O	
CCK	90	1	3	5	38	43	4		2	2	16	8	8	5	115
DRG	90	1	3	5	38	43	4		2	2	24	12	12	4	122
PHG	90	1	3	5	38	43	2		1	1	14	7	7	4	110
PNR	84	1	3	5	35	40	0				6	3	3	7	97
SRD	84	1	3	5	35	40	2		1	1	6	3	3	6	98
Central	438	5	15	25	184	209	12	0	6	6	66	33	33	26	542
GTR	92	1	3	5	39	44	5		3	2	8	4	4	5	110
KWN	131	1	3	8	55	64	6		3	3	14	7	7	5	156
NNG	121	1	3	8	50	59	5		4	1	14	7	7	4	144
YVR	123	1	4	5	54	59	7		4	3	32	16	16	12	174
North East	467	4	13	26	198	226	23	0	14	9	68	34	34	26	584
KKD	86	1	3	5	36	41	5		3	2	8	4	4	5	104
KNR	130	1	5	5	57	62	5		2	3	14	7	7	10	159
LNR	128	1	4	8	53	62	9	1	4	4	14	7	7	11	162
MVR1&2	84	1	3	5	35	40	10		5	5	10	5	5	8	112
MVR3	84	1	3	5	35	40	0				6	3	3	0	90
South East	512	5	18	28	216	245	29	1	14	14	52	26	26	34	627
BYPL	1417	14	46	79	598	680	64	1	34	29	186	93	93	86	1753

S.No.	Catagories	cateogory
1	LM/Welder	skilled
2	ALM	unskilled
3	TO/E.Fitter	graduate and above
4	Safety Supervisor	Electrical Engineer graduate in electrical trade with minimum two year experience in power distribution sector
5	Electrical Supervisor	Degree / Diploma Holder preferably in electrical trade with minimum two year experience and holding valid supervisory licence (graduate and above)

sr no.	Division	No. of Subdivision	Circle	vehicle					
				Streetlight+DT Cleaning+AM C for 12 hours(CNG EECO)	LT breakdown for 24 hrs(CNG EECO)	HT breakdown for 24 hrs(CNG EECO)	E-rickshaw	handcart	HVDS Maintenance(CNG EECO 24hrs)
1	2	3	4	5	6	7	8	9	10
1	Chandnichowck	3	Central	1	1	1	3	1	
2	Daryaganj	3		1	1	1	3	1	
3	Pharganj	3		1	1	1	3	1	
4	PatelNagar	3		1	1	1	3	1	
5	Shankar road	3		1	1	1	3	1	
6	G.T Road	3	North East	1	1	1	3	1	
7	Karawal nagar	3		1	1	2	3	1	1
8	Nandnagri	3		1	1	2	3	1	1
9	Yamuna Vihar	4		1	1	1	4	1	
10	Karkardooma	3	South East	1	1	1	3	1	
11	KrishnaNagar	5		1	1	1	5	1	
12	Laxminagar	4		1	1	2	4	1	
13	MayurVihar1&2	3		1	1	1	3	1	
14	Mayur vihar3	3		1	1	1	3	1	
	Total	46		14	14	17	46	14	2

- Vehicle deployed shall not be more than 2 years old (not more than 20000 KM reading on odometer), Commercial with GPS facility.
- HT Breakdown Vehicle shall be E-Vehicle / Equivalent vehicle, capacity 5+ driver with space of T&P, testing equipments & roof top ladder carrier & can fulfill the requirement to accommodate the following- FRP Ladder set (2 x 12 feet length, width - 22 inch, difference in steps- 10 Inch)
 - Generator set -- 1 No.
 - PC set ----- 1 No.
 - Tool Kit
 - All type breaker / panel's handle
 - Five persons excluding driver

**SECTION IX
PRICE FORMAT:**

Table 1: Includes Table 3 cost (manpower cost/safety cost/tools /vehicle etc)

sr no.	Division	No. of Subdivision	Circle	Price per month excluding GST	Circle wise per month cost excluding GST
1	2	3	4	5	6
1	Chandnichowck	3	Central		
2	Daryaganj	3			
3	Pharganj	3			
4	PatelNagar	3			
5	Shankar road	3			
6	G.T Road	3	North East		
7	Karawal nagar	3			
8	Nandnagri	3			
9	Yamuna Vihar	4			
10	Karkardooma	3	South East		
11	KrishnaNagar	5			
12	Laxminagar	4			
13	MayurVihar1&2	3			
14	Mayur vihar3	3			
		46			

GST shall be paid extra at actual on above rates

Table 2(This cost is not included in table 1)

sr no.	Description	Unit	Unit rate
1	Charges for DT Replacement	Each	
1.1	(UPTO 50kva ratings)	Each	
1.2	(UPTO 400kva ratings)	Each	
1.3	(UPTO 990KVA RATING)	Each	
1.4	(UPTO 2MVA RATING)	Each	
2	Charges for Swapping of Transformers	Each	
2.1	(UPTO 50kva ratings)	Each	
2.2	(UPTO 400kva ratings)	Each	
2.3	(UPTO 990KVA RATING)	Each	
2.4	(UPTO 2MVA RATING)	Each	
3	Charges for erection of Poles (All type)	Each	
4	Charges for RMU replacement	Each	
5	Complete Chemical Earthing as per BSES specification	Each	

Table 3

sr no.	Description	Unit	Unit rate
1	Streetlight +DT Cleaning for 12 hours(CNG EECO)	per month	
2	LT breakdown for 24 hrs (CNG EECO)	per month	
3	HT breakdown for 24 hrs (CNG EECO)	per month	
4	E-rickshaw	per month	
5	handcart	per month	
6	HVDS Maintenance(CNG EECO-24 hrs)	per month	

Bid Form

To

Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
3RD Floor, "A" Block, Shakti kiran Building
Karkardooma , New Delhi-110032
Sir,

1 We understand that BYPL is desirous of carrying out 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 provide our services in full conformity with the Terms and Conditions and technical specifications of the contract .

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

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

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

7We understand that you are not bound to accept the lowest, or any bid you may receive.

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

Dated this..... day of2021

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

Appendix -1

PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

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 Rs. (The Contract Value)

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.
2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.
3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred

during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
6. 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 2020 at

1. For Bank

2. Signature

Name Power of Attorney No:

Banker's Seal

1. Name of the Bank:	Axis Bank Limited
2. Branch Name & Full Address:	`C-58, Basement & Ground Floor, PreetVihar, Main Vikas Marg, New Delhi 110092
3. Branch Code:	55
4. Bank Account No:	911020005246583
5. IFSC Code:	UTIB0000055

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-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 it's Corporate Office at Shakti Kiran Building, Karkardooma, New Delhi-110032 ,(herein after called —the "Purchaser")in the sum of Rs..... (Rupees..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2021_____.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid for 3(Three) months after last date of receipt of tenders with variation of 7 days , 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

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 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.
8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

For the Receiving party

Authorized Signatory

Name:

Designation:

Authorized Signatory

Name:

Designation:

BSES YAMUNA POWER LIMITED
(Name of Site)
Safety Appreciation / Violation Memo

DIVISION/Area: ----- Date & Time: -----

Name of Contractor: ----- Activity: -----

Name of EIC: -----

Appreciation/Penalty Memo#:

S.N	Safety Violation Details	Class (A/B/C)	No. of Violations	Penalty per Violation (Rs)	Penalty Amount (Rs)	Remarks
1						
2						
3						
4						
5						

Safety Appreciation/Violation Note:

Recommended By: Name: ----- Designation: ----- Sign/Date: -----

Approved By (EIC): Name: ----- Designation: ----- Sign/Date: -----

BSES YAMUNA POWER LIMITED
(Name of Site)

Monthly Status - Accident / Incident

Location/Area: ----- Date & Time: -----

Name of Contractor: -----

Table - 1: Summary of Accident /Incident / Near Miss / Dangerous Occurrences / First Aid:

S.N	Type of Accident /Incident Occurrences / First Aid	Description	Person Injured	Brief	/Near Miss /Dangerous
1					
2					
3					
4					
5					

Table - 2: Learning from Incidents:

S.N	Brief Description	Root Cause	Recommendation
1			
2			
3			
4			
5			

Table - 3: Summary of Person Injured:

S.N	Name of Employee Emp. ID / Designation /PF no/ESI no	Type of Injury	Duration of Medical Rest From : To
1			
2			
3			
4			
5			

Table - 3 : Safety Inspections / Violation

S. No.	Date	Location	Discrepancies	Compliance
1				

- 2
- 3
- 4
- 5

Table - 4 : Health & Safety Complaints & Sugesstions :

S. No.	Date	Location	Complaints / Sugestion
1			
2			
3			
4			
5			

Measures to avoid recurrences for all above mentioned discrepancies (Attach relevant documents if required)

Signature / Date #####.

Communication Details

Bidder should furnish the below details for future communication:-

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

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

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

check list

S. No.		Name of Bidder	Page No
1	Cover Letter	Attached/Not attached	
2	Draft of Rs 1180/-	YES/NO	
3	The Contractor must have an average annual turn over of Rs. 6 crore in last 3 year.(Turn over Certificate of last 3 years to be certified by a Chartered Accountant must be submitted along with Techno-commercial bid).	YES/NO	
a)	FY-2019-2020 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
b)	FY-2018-2019 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
c)	FY-2017-2018 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
4	Solvency of an amount of Rs 1cr not later than 1 st April 2020.	Attached/Not attached (Rs/Cr)	
5	The Contractor must have a valid Electrical Licence to work in Delhi NCR.(Copy of valid Electrical Licence need to be submitted along with Techno-Commercial bid)	YES/NO (Validity date)	
6	Acceptance for the Scope of Work as per Tender Document	YES/NO	
7	Acceptance for Commercial Terms & Conditions as per Tender Document	YES/NO	
8	Signed copy of Technical Specification as per Tender Document	YES/NO	
9	Acceptance for Vendor code of conduct as per Tender Document	YES/NO	
10	Bidder should have Pan no. & should fulfill all statutory compliances like PF, ESI registration	YES/NO	
11	Firms who are debarred/ blacklisted in other utilities in india will not be considered(self certify document on letter head to be attached)	YES/NO	
12	Experience details with credentials	YES/NO	
13	organization chart of the company	YES/NO	
14	memoranda & articles of association of the company	YES/NO	
15	Details of banker & cash credit limit		
16	work performance certificate	YES/NO	
a)	FY-2019-2020 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached	

		(Rs/lac)	
b)	FY-2018-2019 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
c)	FY-2017-2018 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
d)	FY-2016-2017 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
17	Performance Bank gaurantee	YES/NO	
18	BID form	YES/NO	
19	EMD amount	YES/NO	
20	communication details	YES/NO	

Please mentioned the page no .& document attached accordingly