

Tender Notification for

DT CLEANING IN BYPL FOR ONE YEAR

Due Date for Submission of Tender: 13.02.2020 16:00HRS

Date and Time of opening: 13.02.2019, 15:30HRS

Pre bid meeting date : 30/01/2020 at 16:00HRS

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.bsedelhi.com

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SECTION - I
REQUEST FOR QUOTATION

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for **“DT CLEANING IN BYPL FOR ONE YEAR ”**

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 DT CLEANING IN BYPL FOR ONE YEAR”

“NIT NO CMC/BY/19-20/RB/AS/64”

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	Rs 5.09 Cr
Earnest money Deposit	Rs 5,10,000/-
Duration of the Work (AMC)	12 Months w.e.f 1 st April 2020
Tender documents on sale	24/01/2020 (working days)
Date & time of Submission of Tender	13/02/2020 till 15:30 HRS
Date & time of opening of Tender	16:00 HRS on 13/02/2020

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

Estimated Tender Cost

Scope of Work

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 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 but allocation of number of division 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:

The bidder should have experience in the following work area in any Power Distribution Utilities / SEB's/ Discoms/ other govt. organizations in last 3 financial years. (FY 16-17, 17-18 & 18-19)

- 1) Meter Replacement /Meter Shifting / DT Cleaning. OR
- 2) Project Execution or Maintenance Work on Electricity Distribution Network, LT 440 Volts Work, HT 11 KV Works

❖ **The bidder should enclose performance certificates in support of relevant experience. Experience as sub-contractor / joint venture shall not be acceptable.**

❖ Bidder will have to provide following details in Bidding documents which shall be assessed for meeting the qualification requirement:

(B) COMMERCIAL REQUIREMENT:

- (i) Bidder must provide proof of having average annual turnover of Rs. 1.0 Crore or above during the last three financial years. (FY 16-17, 17-18 & 18-19)
- (ii) Bidder must provide proof of having solvency of an amount equal to Rs. 50 Lacs or more from any nationalized/ scheduled commercial bank. (Not older than 1st April 2019)
- (iii) Bidder should have valid Registration No. of GST No
- (iv) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- (v) 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	30.01.2020
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 criteria Any other relevant document Acceptance to Commercial Terms and Conditions , Payment terms, BG etc.	13.02.2020
3	PART B Financial Bid	Price strictly in the Format enclosed (Section X)	13.02.2020

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)	Head (C&M)
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

“DT CLEANING IN BYPL FOR ONE YEAR

The Contract shall be Performance based Contract. Contract shall be placed for a period of 12 months duration. However, The Company shall thoroughly review the performance QUATERLY and reserve the right to terminate the Contract on performance of Contractor. **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 any way 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.

4. 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	Divisionwise estimated cost
SECTION V	Scope of Work
SECTION-VI	Resource Required
SECTION-VII	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:

- (a) **BG/ Fixed Deposit Receipts (FDR) from a nationalized/ scheduled bank in favor of BSES Yamuna Power Limited valid** for 90 days from the date of submission with a deviation 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 price 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 superscribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No. & Due date of opening“.

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

15.0 DEADLINE FOR SUBMISSION OF BIDS

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

15.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 5.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will there after 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 anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

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 FRADULENT 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 METER REPLACEMENT / METER SHIFTING / DT CLEANING 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 renderer / 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 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 provide adequate Manpower for the smooth and effective operation as per the satisfaction of the divisional in charge. However the resources can be regulate with the consent of sub-division in charge.

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, panels & Spares Parts, 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 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.

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. 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.

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

Contractor shall implement their execution plan in coordination with respective Division in-charge.

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.

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.

5. Responsibility of Contractor

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

5.1 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

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

5.3 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.

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

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

5.6 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.

5.7 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

5.8 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.

5.9 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.

5.10 Rectify defects immediately noticed during verification & inspection and rectify the data if it found incorrect.

5.11 Deploy adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.

5.12 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.

5.13 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as BSES employee in any manner.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

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

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

5.21 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.

5.22 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.

5.23 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.

6. 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 attached Annexure-C.

7.0 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.

8. 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

9.0 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).

10. 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.

11. 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 contractor shall be made on the basis of biometric attendance records.
- 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.

12. CONTRACT PERFORMANCE SECURITY S GUARANTEE:

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.

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.

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

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

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

13. 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.

S.NO.	NAME OF THE PPEs	LINEMAN/FITTER	HELPER	SUPERVISOR
1	SAFETY HELMET	"	"	"
2	FULL BODY HARNESS (POSITIONING BELT)	"	"	X X
3	ELECTRICAL HAND GLOVES	"	"	X
4	SAFETY SHOES	"	"	"
5	SAFETY GOGGLES	"	"	"

6 REFLECTIVE JACKET " " "

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

Performance level of the contractor shall be appraised using the KPI's mentioned in attached ANNEXURE - II.

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.

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 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.

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 contract. 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
Supervisor	Diploma Holders preferely in Electrical Mechanical 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.

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

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.

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 Lakhs (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 12 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.bsedelhi.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.

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.

2. OHS Policy

- 2.1 The contractor as per requirement of CEA regulations & IE Act shall follow the Health & Safety policy of BYPL
- 2.2 The contractor shall implement health & safety management systems in accordance to BYPL health & safety policy and ensure that intentions of such health & safety 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 and 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.
- 3.4 Once 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 also simultaneously as contractor has to ensure that their competency in safety or EHS with 40 hours training from reputed agency or trainer, which should verify earlier by BYPL safety department accordingly.
- 4.2 Apart from the above as an owner of the company contractor & their other key person is also responsible for safety compliance and related issues.

5. First Day at Work – Trade Test, Medical Examination, Induction Training and Issuance of ID-Card

- 5.1 The contractor shall ensure that all his workers have undergone the safety induction, required trade test and medical examination and have been issued with a valid ID card prior to start work at BYPL site.
- 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 The contractor supervisor shall be allowed 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 of BYPL. The list of some standard safety gears and PPE are given as follows. The contractor has to ensure the quality and quantity as per the follows:
- 6.1.1 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

Lead MAKE: BATA/LIBERTY

CERTIFICATES REQUIRED:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distribution ship

6.1.2 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 Fast Trac Ratchet Suspension

Shell Material	UV stabilise 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/Honeywell

CERTIFICATES REQUIRED:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distributionship

6.1.3 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 colour 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

Lead MAKE: KARAM /LIFEGEAR

CERTIFICATES REQUIRED:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distributionship

6.1.4 Safety Spectacles – 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. Poly carbonate/ 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 spactacles.
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 & colours	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylone
Headband	Adustable 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 colour 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/ 3M
 CERTIFICATES REQUIRED:

1. Manufacturer Certificate
2. Test Certificate

3. Authorization of Dealership/Distributionship

6.1.5 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 feature
Breakthrough manufacturing process delivers 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.

Length	360mm
Class	2
Thickness	3.6mm
Proof test voltage	20000
Maximum use voltage	11000
Tensile strength	>16mpa[Mega Pascal]
Puncture resistance	>18N/mm [Newton per mili meter]
Elongation at break	>600% [Stretching length]
Tension set	<15%

It should be resist 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

CERTIFICATES REQUIRED:

1. Manufacturer Certificate
2. Test Certificate
3. Authorization of Dealership/Distributionship

6.1.6 Reflective Safety Jacket – Class -2 Safety Vest mandatory for all personnel working at BYPL O&M. Shall be used by the worker during the work.

6.1.7 Warning Tapes – HDPE or LDPE Made of 50 micron thick, non adhesive, width 75mm –Safety Logo embossed at every foot with white and red strips on both sides in Tubular form – Shall be used for barricading area around excavated pit to warn the personnel not to enter in such areas. The same will be provided by BYPL

6.1.8 Road barricading cone with barricading tape – Shall be used by the worker during the operation / maintenance work. The same will be provided by BYPL.

6.1.9 Arc Protection Suit - shall be used by the worker for all HT/ EHV related works, The same will be providing by BYPL

6.2 PPE’ REQUIREMENT

6.2.1 Contractor has to ensure the following PPE’s to be procured from reputed authorized dealer or manufacturer with all required certificate and make / model as said in clause 6.1.

S.NO.	NAME OF THE PPEs	LINEMAN / FITTER	HELPER	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contarctor has to ensure for proper distribution of required PPE’S among their workers with receiving in attached format (Annexure- 4). All the bills/ challan of PPE’s submitted alongwith issuance of format duly signed by individual worker and to be verified/ certified by concern Head – Division.

6.2.3 Contractor has to submit the bill/ challan of procurement of PPE’s and distribution of the same with evidence to the safety department as well as to the finance department alongwith claiming of their first monthly RA bill.

6.2.4 If contractor failed to provide the same PPE's as per contract, the said PPE's will be issued them from BYPL store with immediate effect. And the 20% extra amount with procurement cost will be recovered from their next monthly bill cycle.

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.

7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, ISO 14001 & OHSAS 18001 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, 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 shall be promptly produced as and when demanded by BYPL.

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.

10. Reporting of Incidents / Dangerous Occurrences

10.1 In case of any accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence 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 BYPL 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 wavier 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 inconformity 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 detail report of observing the same to be forwarded to safety department every year.

14 Guidelines for Penalty Policy Implementation

20. Penalty:

20.1 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 concern Engineer-In-charge.

20.2 Penalty for Not providing manpower:

A penalty of Rs. 1000/- per person per day shall be levied on contractor for every incident whenever he will not provide manpower. This amount shall be deducted from the bill of the contractor on the recommendation of concern Engineer-In-charge.

20.3 Penalty for Misconduct:

- 1) A penalty of Rs. 10000.00 shall be levied on contractor for the first incident of misconduct.
- 2) A penalty of Rs. 25000.00 shall be levied on contractor for the second incident of misconduct.
- 3) A penalty of Rs. 50000.00 shall be levied on contractor for the third incident of misconduct & termination of the contractor.
- 4) Depending upon the level of mal practice, Engineer In-Charge/FD head can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and the complaint found genuine above Penalties shall be applicable.

20.4 Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
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A. Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand Gloves (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/Division 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 wherefrom a person may fall. Not using Safety Net to arrest falling objects and personnel. (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/Division Head,Approval by Safety Head,Deduction by Finance & Account

Not wearing Electrical Gloves/Electrical Safety Shoes/ Not using electrically safe tools and equipments. (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 Offence -Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-

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/Division Head

Approval by Safety Head
Deduction by Finance & Account

Notes:

If there are 03 violations by an individual employee, services will be terminated.

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

21.0 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.

1. Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations. (Example – If at first offence 3 persons are found working without safety helmet, the penalty would be $3 \times 2000 = \text{Rs.}6000/-$)
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.
3. Recommending authority shall fill the Annexure #1 based upon his factual observations and shall send it to Division 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 in the Annexure & shall send it back to Division Head and Safety Head.
4. Recommending Authority means all Division Head, Zonal Head, HODs, Site Safety officer / Supervisor, representatives from EHS and other personnel authorized jointly by O&M.
5. Division Head, Zonal Head and Safety Head may impose penalty for serious violations directly.
6. All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
7. Safety violations to be considered for Penalty are classified as A, B & C

15. **Guidelines for Safety Appreciation Policy Implementation**

1. Recommending Authority shall write comments of his Appreciation in case of he observes that there is no any safety violations in either of A, B or C classes.
2. Recommending Authority shall send his Safety Appreciation Note in the format given as Annexure# 1 to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.
3. Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
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.
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.

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.
7. BYPL Management shall present one Running Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 11th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

BSES YAMUNA POER LIMITED

Safety Violation - Penalty Policy

Class	Type of Offense	Penalty Detail	Execution Channel
A	<p>Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand Gloves/ Not using electrically safe tools and equipments.</p> <p>(Poor quality or damaged item means noncompliance)</p>	<p><u>First Offence</u> Warning Note & Rs.2000/-</p> <p><u>Second Offence</u> Warning Note & Fine of Rs.5000/-</p> <p><u>Third Offence</u> Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of Rs.15000/-</p>	<ul style="list-style-type: none"> • Recommendation by EHS- Representative/Division Head/Zonal Head • Approval by Safety Head • Deduction by Finance & Account
B	<p>Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or wherefrom a person may fall.</p> <p>Not using Safety Net to arrest falling objects and personnel.</p> <p>(Poor quality or damaged item means noncompliance)</p>	<p><u>First Offence</u> Warning Note & Fine of Rs.5000/-</p> <p><u>Second Offence</u> Warning Note for dismissal and a Fine of Rs.10000/-</p> <p><u>Third Offense</u> -Action for the concerned workman/ supervisor for termination of his job and a fine of Rs.25000/-</p>	<ul style="list-style-type: none"> • Recommendation by EHS- Representative/Division Head/Zonal Head • Approval by Safety Head • Deduction by Finance & Account
C	<p>Any other unsafe work practices or condition which is considered</p>	<p><u>First Offence</u> Warning Note & Fine of Rs.10000/-</p>	<ul style="list-style-type: none"> • Recommendation by EHS- Representative/Division

	having potential for fatality or injury to personnel.	<u>Second Offence</u> Action for the concerned workmen/ supervisors for termination of his job and fine of Rs.20000/-.	Head/Zonal Head <ul style="list-style-type: none"> • Approval by Safety Head • Deduction by Finance & Account
D	Fatal Accident due to Non compliance of safety norms	10 Lacs	<ul style="list-style-type: none"> • Recommendation by Accident Enquiry committee • Approval by Head (O&M) • Deduction by Finance & Account

Notes:

1. *Refer clause No. 14 for penalty policy implementation guidelines*
2. *Refer clause No. 15 for appreciation policy implementation guidelines.*
3. *If there are 03 violations by an individual employee, services will be terminated.*
4. *10 violations per quarter will be recommended for black listing of contract order.*

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

DIVISION/Area: -----

Date & Time: -----

Name of Contractor: -----

Activity: -----

Name of Division Head: -----
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 (Division Head): Name: ----- Designation: -----
Sign/Date: -----

BSES YAMUNA POWER LIMITED
(Name of Site)

Monthly Status of PPE's / Tool Kit

Location/Area: -----
--

Date & Time: -----

Name of Contractor: -----

No. AMC Employee:

Lineman:

ALM:

Status of PPE's

S.N	Name of PPEs / Tool	No. Of PPEs	Condition	Remarks
1	Safety Helmet			
2	Safety Goggle			
3	Electrical Insulating Hand gloves			
4	Full Body Harness			
5	Safety Shoes			
6	Reflective Jacket			

Signature / 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 Occurences / First Aid:

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

Table – 2: Learning from Incidents:

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

Table – 3: Summary of Person Injured:

S.N	Name of Employee	Emp. ID / Designation	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 recourences for all above mentioned discrepancies (Attach relevant documents if required)

Signature / Date

BSES YAMUNA POWER LIMITED
(Name of Site)

Format - PPE's Receipt by workers

Division:

Name of Contractor:

S. N O.	NAME	DESI.	Safety Helmet	Electrical Insulating Hand gloves	Full Body Harness	Safety Shoes	Safety Goggle	Reflective Jacket	SIGNA TURE

Signature of Contractor / Date.....

ANNEXURE-I

STATUTORY REQUIREMENT

ANNEXURE-I

STATUTORY 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).
- 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

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 attached Annexure-C.

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 .

(A) KEY PERFORMANCE INDICATORS (KPI)

KEY PERFORMANCE INDICATORS (KPI):

Performance of the contractor shall be measured on a scale of 10 on the basis of the following KPIs:

Parameters - Evaluation Criteria - Information Source - Score Weight age - Score Assignment Criteria - Remarks (If any) - Sampling Time

A) Adherence (Total Marks:20)

1. Adherence to schedule - Percentage of work carried out against assigned - Target (t) vs Actual Completed(c.) - DGM(O&M)- 20 - 20 points if $c=t$, 15 points if $t < c \leq 0.75 t$, otherwise 0 points

B) Conduct (Total Marks:33)

1. Provision of tools and tackles - Availability and use of required tools in the field - Sub-division Incharge- 3- 100% points if No instance of non-compliance, 50% points if $0 < \text{No. of instances of non-compliance} \leq 2$, 0 points if 3 or more instances of non-compliance - Continuous observation

2. Skill level of manpower deployed - Verification of skill level of manpower deployed - Sub-division Incharge-7-100% points if found satisfactory otherwise 0 points - Continuous observation

3. Availability of manpower - Sufficient manpower deployed for work (discretion of Sub-division Incharge) - Sub-division Incharge- 7- 100% points if Manpower as per BYPL request, 50% points if Shortage in manpower provided vis-a-vis requested by BYPL $\leq 10\%$, 0 points if Shortage in manpower provided vis-a-vis requested by BYPL $>10\%$ - Continuous observation

4. Timely reporting - Reporting time of teams at site - Sub-division Incharge-7-100% points if All team members are on site by 10 AM, 50% points if 90% or more team members on site by 10 AM, 0 points if Less than 90% of team on site by 10 AM - Continuous observation

5. Conduct of teams - Complaint received from any source - Sub-division Incharge-7-100% points if No complaint found otherwise 0 points - Continuous observation

6. Timely submission of invoice - Date of receipt of invoice (within one week of completion of work) - Divisional Head-2-100% points if Submission of invoice by due date, 50% points if Submission of invoice is delayed by no more than 2 days, 0 points If Invoice submitted more than 2 days after the due date - Scheme completion

C) Safety (Total Marks:17)

1. Display of I-cards by vendor workforce- Verification of I-cards at field (5 workers each time for every vendor - I card should mandatorily contain name of worker, photo of worker, vendor details, acknowledgement that vendor is working for BSES)- Safety + Quality - 4- 100% points if No instance of vendor workforce without I-card, 50% points if $0 < \text{No. of instances where vendor workforce is without I-card} \leq 2$, 0 points If 3 or more instances of workforce without I-card- Random Checking of five vendor Workforce in a month- Every vendor/month + Every visit
2. Use of safety gears (gloves, helmets and safety belts)- Safety check in the field (5 workers each time for every vendor)- Safety + Quality-3-100% points if No instance of non-compliance, 50% points if $0 < \text{No. of instances of non-compliance} \leq 2$, 0 points If 3 or more instances of non-compliance- Every vendor/month + Every visit
3. Number of Accidents- Number of accidents-Safety-10-100% points if No accident occurs, 50% points if Accident with no serious injury, 0 points If Accident with serious injury- Monthly

D) Quality of Work as per check list (Total Marks:30)

1. Quality of Work as per check list- No. of Non Conformity - Quality Team -20 - measurement/points As per QA checklist observations- Marking from Quality checklist observations- Physical inspection of site by Quality Team and each nonconformity from the work uploaded under DTM given to Quality Team for site visit, will reduce one point from 20 points. This will be on N-2 basis- N-2 Month
2. Resolution of Non-Conformities detected during quality check- %age of Non-Conformities- DGM (O&M) & Quality-10-100% points if NCs against which action taken = 100%, 50% points if $100\% < \text{NCs against which action taken} \leq 95\%$, 0 points If NCs against which action taken $< 95\%$ -Time for compliance should be decided by DGM (O&M)- N-2 Month.

Total Marks: 100

BSES reserves the right to change/add to the list of existing 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 on mutually agreed terms.

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

SECTION - IV

ESTIMATED COST (WITHOUT INSURANCE COST)

S.No.	Division	LM	ALM	Total No of Manpower	ESTIMATED COST
A	B	C	F	O	
1	CCK	8	8	16	4381952
2	DRG	12	12	24	6572929
3	PHG	7	7	14	3834208
4	SRD	3	3	6	1643232
5	PNR	3	3	6	1643232
6	KKD	4	4	8	2190976
7	KRN	7	7	14	3834208
8	LNR	7	7	14	3834208
9	MVR-I&II	5	5	10	2738720
10	MVR-III	3	3	6	1643232
11	GTR	4	4	8	2190976
12	YVR	16	16	32	8763905
13	KWR	7	7	14	3834208
14	NNG	7	7	14	3834208
	Total	93	93	186	50940197

* INCLUDING INSURANCE COST @10LAKHS

SECTION IX

DETAILS OF RESOURCES REQUIRED

S.No.	Division	LM	ALM
A	B	C	D
1	CCK	8	8
2	DRG	12	12
3	PHG	7	7
4	SRD	3	3
5	PNR	3	3
6	KKD	4	4
7	KRN	7	7
8	LNR	7	7
9	MVR-I&II	5	5
10	MVR-III	3	3
11	GTR	4	4
12	YVR	16	16
13	KWR	7	7
14	NNG	7	7
	Total	93	93

**SECTION X
PRICE FORMAT:**

S.No.	Division	Total Amount inclusive of all charges for Manpower(Excluding GST)
A	B	C
1	CCK	
2	DRG	
3	PHG	
4	SRD	
5	PNR	
6	KKD	
7	KRN	
8	LNR	
9	MVR-I&II	
10	MVR-III	
11	GTR	
12	YVR	
13	KWR	
14	NNG	
	Total	

GST shall be paid extra at actual on above rates

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 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 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 of2020

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

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

Bank Guarantee No:

Place:

Date:

To

BSES Yamuna Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. _____ with its Registered/ Head Office at _____

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

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

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

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

Now it is agreed as follows:

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

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

as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and

conditions of the Contract or breach on the part if the Supplier of terms or conditions of the Contract.

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

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that 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 or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value 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 3 months 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

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 _____ 2020 _____.

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 6(six) months after last date of receipt of tenders, 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

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

<u>check list</u>			
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. 1 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-2018-2019 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
b)	FY-2017-2018 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
c)	FY-2016-2017 (Amount/Certified Certificate)	Attached/Not attached (Rs/Cr)	
4	Solvency of an amount of Rs 50Lacs	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-2018-2019 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	

b)	FY-2017-2018 (Work Order / Performance Certificate)Rs./lac.	WO attached/Not attached (Rs/lac) PC attached/Not attached (Rs/lac)	
c)	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