

Tender Notification for

REVIVAL OF 11KV PROTECTION & REPARING OF RELAYS OF 11KV RMU'S & LTACB IN BYPL

NIT NO: CMC/BY/20-21/RB/AS/023 Dt. 05.11.2020

Due Date for Submission of Tender: 26.11.2020, 15.30 Hrs

Date and Time of opening: 26.11.2020, 16:00 Hrs

Pre bid date : 19/11/2020 at 11am

BSES YAMUNA POWER LIMITED,

Shakti Kiran Building, Karkardooma, New Delhi-110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number : +91 11 3999 7111

Fax Number: +91 11 3999 9765

Website: www.bsesdelhi.com

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SECTION - I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for

**“REVIVAL OF 11KV PROTECTION & REPARING OF RELAYS OF 11KV RMUS & LTACB IN BYPL
“**

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

**“REVIVAL OF 11KV PROTECTION & REPARING OF RELAYS OF 11KV RMUS & LTACB IN BYPL
“**

“NIT NO CMC/BY/20-21/RB/AB/ 023, Dt. 05.11.2020”

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

Estimated cost of work	: Rs 3.05 Cr /-
Earnest money Deposit	: Rs 6/- lakh
Cost of Tender form (Non- Refundable)	: Rs.1180/-
Duration of the Work	: 2 Year (from date of issue of order)
Tender documents on sale	
Date & time of Submission of Tender Date & time of opening of Tender (Opening of technical bid)	:26/11/2020 (working days) : 26 /11/2020 till 1530 HRS : 1600HRS on 26 /11/2018 Date & Time of Prebid Meeting : 19/11/2020 at 11am on Zoom (for detail please refer prebid meeting Cl. No. 1.3(h)

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.
Shakti Kiran Building , karkardooma ,
BSES Yamuna Power Limited
New Delhi-32
Telephone no.011- 39997111

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

1.2 **POINTS TO BE NOTED**

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

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

1.2.3 Tender document consists of the following:

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

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

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

- (i) If Earnest Money Deposit (EMD) of requisite amount is not Deposited in shape of BG drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.
- (ii) If Tender is received after due date and time.

1.3 **Qualifying Criteria:-**

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

a) The bidder should have experience of carrying out revival of protection of RMU & LT ACB & replacing of relays of switchgear panels of makes (as specified in Section V) in the past 2 years in electric Utilities/ SEB's/ Discoms/ other govt. organizations. Or

Bidder should have a experience of repairing of relay of 11kv Protection & LT ACB or

Bidder should have experience of replacing CT, protection wiring of 11KV ,LTACB & RMU at site. or

Bidder should have a operating a repairing centre for protection relay used for 11kv and LTACB or

Manufacturing of 11kv relay or

Having similar type of job or

Capability of doing such type of work shall be apply .

Bidder should have experience of trouble shooting of 11kv protection fault & protection testing of RMU and LTACB at site

Bidder should be capable of modification of old protection of RMU into latest protection system or as proposed

b) The bidder should enclose performance certificates in support of relevant experience. Credentials/ work experience as a sub-contractor will not be acceptable.

c) Bidder must provide proof of having average annual turnover of Rs. 2 Cr. (two Crore) or above during the last three financial years.(FY 17-18, 18-19 &19-20)

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

e) Bidder should have valid Registration No. of GST

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

g) 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.

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.

1.3 (h) Pre-Bid Meeting :

Topic : Schedule for Pre meeting of NIT no.- CMC/BY/20-21/RB/AS/023 on below date

Time: October -19/11/2020, 11 AM

Join Zoom Meeting: -<https://zoom.us/j/8672899211>

Meeting ID: 8672899211

Password: 654321

All the queries related to this tender must reach to C&M BYPL at least upto, 2pm, 19th November .

All the queries shall be replied in the prebid, in case any change is required in the tender document the same shall be affected in the form of corrigendum to this tender

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 Dept.
Shakti Kiran Building , karkardooma ,
BSES Yamuna Power Limited
New Delhi-32
Telephone no.011- 39997111

PART A : TECHNICAL BID comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 11800/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria

- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- Acceptance to Technical Specifications if any

The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal

PART B: FINANCIAL BID comprising of Prices strictly in the Format enclosed in SECTION VI

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(prebid)	18.11.2020
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.	26.11.2020
3	PART B Financial Bid	Price strictly in the Format enclosed (Section X)	26.11.2020

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.

FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-A in this tender document. Training/details shall be provided to bidders before participation in auction.

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

1.4.2 Award Decision

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

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the

rules or obligations contained in the Terms & Condition. Bidders who violate the market place rules or engage in behavior that disrupts the fair execution of the market place restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- 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 Switchgear workshop & Protection Mr Pradeep Lohani pradeep.lohani@relianceada.com Copy to : Head (C&M)	Head (C&M): Mr Rakesh Bansal rakesh.bansal@relianceada.com
Address	Head Switchgear workshop & Protection BSES Yamuna Power Limited III Floor, "A" Block, Shakti Kiran Building, Karkardooma New Delhi-110032	C&M Dept BSES Yamuna Power Limited III Floor, "A" Block, Shakti Kiran Building, Karkardooma New Delhi-110032

SECTION - II: INSTRUCTION TO BIDDERS

1. GENERAL

BSES Yamuna Power Ltd, hereinafter referred to as “The Company“ is desirous of awarding work for **““REPARING & REPLACING OF RELAY USED IN 11KV PROTECTION ”**

1.1 All the Bids shall be prepared and submitted in accordance with these Instructions.

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

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

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

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

2.0 DISCLAIMER

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

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

B. BIDDING DOCUMENTS

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

Request for Quotation (RFQ)	- Section - I
Instructions to Bidders (ITB)	- Section - II
Commercial Terms & Conditions	- Section -III
Scope of Work	- Section-IV
List of T&P/ Machinery/ petty Items	- Section-V
Price Format	- Section VI

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 result in the rejection of the Bid.

5.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

their participation to Bid, and will be binding on them.

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

C PREPARATION OF BIDS

6.0 LANGUAGE OF BID

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

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

8.0 BID FORM

8.01 The Bidder shall submit Original ' Bid Form' 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) Demand Draft/Pay Order drawn in favour of BSES Yamuna Power Ltd, payable at Delhi.

(b)BG/ Fixed Deposit Receipts (FDR) from a nationalized/ scheduled bank in favour of BSES Yamuna Power Limited.

The EMD shall be valid for 3 months from the last date of receipt of tenders. If however the tender is not finalized within 3 months, the bidders shall be required to suitably extend the EMD

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

The EMD may be forfeited in case of:

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

9.0 BID PRICES

9.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters. Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price/PVC will be treated as non-responsive and rejected.

10.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

11.0 PERIOD OF VALIDITY OF BIDS

11.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

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

12.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions

regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

13.0 FORMAT AND SIGNING OF BID

13.01 The original Bid Form and accompanying documents(as specified in Clause 8.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses14.0and15.0.

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.

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 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 15.0, will be declared "Late" and rejected and returned unopened to the Bidder.

18.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

19.0 PROCESS TO BE CONFIDENTIAL

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

20.0 CLARIFICATION OF BIDS

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

21.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

21.01 Company will examine the Bids to determine whether they are complete,

whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

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

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

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

22.0 EVALUATION AND COMPARISON OF BIDS

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

22.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated. Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

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

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

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

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

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

F. AWARD OF CONTRACT

23.0 CONTACTING THE COMPANY

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

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

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

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

24.0 AWARD OF CONTRACT

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

25.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

conditions during the execution of the Order.

26.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

27.0 CORRUPT OR FRAUDULENT PRACTICES

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

(a) Defines, for the purposes of this provision, the terms set forth below as follows: "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence 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.

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

SECTION - III: TERMS AND 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 for carrying out repairing of RMUs & ACB of various makes & ratings in BYPL. Detailed scope of work is as per SECTION-IV

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 BSES Bhawan, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assigns.

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

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

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

1.5 ENGINEER IN CHARGE: The terms #Engineer In-Charge & Inspector# shall

mean the Company's nominated representative for the purpose of carrying out the Inspection for the works being executed by the Contractor in relation to this work Order. For this order Engineer In-Charge shall be DGM of the concerned lab , 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.

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

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 **SCOPE OF WORK:**

The scope of work to be carried out by THE CONTRACTOR shall be as under:

The scope of work to be carried out by the contractor shall be revival of 11kv protection by testing RMU & LTACB at site by replacing & repairing of CTs, Relay etc in breakers & RMUs in BYPL as per scope /activities defined in rate annexure .

For carrying out the above work the scope shall be per SECTION-IV of this tender document.

Repairing or Replacement or servicing of Relay or CT shall be carried out as per direction of engineer incharge. Engineer Incharge shall provide the details to be

taken up for repairing or servicing or replacement time to time.

All the manpower, tool and tackles & all the spares required included in contractor's scope of work.

However all the spares required for repairing work shall be provided by contractor

5.0 CONTRACT PRICE:

The rates for defined Scope of work shall be as finalized through this tender. These rates shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to escalation for any reason whatsoever.

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

6.0 TAXES & DUTIES:

The prices are inclusive of all taxes and duties including labour cess. However, GST at actual shall be paid extra on submission of GISTN Registration and self declaration on your letter head stating that you have deposited/ or will deposit the Tax as per the applicable service tax laws.

Income tax/ VAT will be deducted from your bills as Tax Deduction at Source (TDS).

Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

7.0 TERMS OF PAYMENT:

100% payment shall be made to you within 30 days on submission of monthly bills for repaired RMU/ ACB duly certified by Engineer-in-charge.

8.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:

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

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

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

8.4 The Company shall reserve the right to invoke the bank guarantee

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

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

8.6 Guarantee:

The contractor shall guarantee for the repairing work carried out on individual RMU/Breaker/ACB for a period of one year from the date of completion of repair works. If same fault arises in the RMU/ ACB/breaker within this period, the contractor shall repair the same free of cost.

In respect of any warranty work performed by the Contractor, the period during which a claim may be made for such warranty work shall be extended by an additional period of twelve (12) months from the completion of such portion of warranty work.

8.7 Contractor shall ensure that the services are carried out in accordance with the terms and conditions of this service contract .If the services are not carried out to the satisfaction of BYPL, whose decision shall be final & binding , the bank guarantee shall be en-cashed and in addition the contractor shall be liable to pay and / or reimburse to the company a sum equal to Rs 1 lakh & further the company reserves the right to terminate the service contract & with immediate effect the contractor shall not be liable for any compensation under the service contract .

9. PENALTY:

If the contractor fails to provide manpower as per requirement, he shall be liable to pay penalty.

For non providing of any resources i.e. manpower / vehicle, an amount of Rs. 1500/- per day per manpower shall be deducted

User group/Engineer In charge should specifically mention the amount of penalty levied on the bill of contractor for this job.

The penalty shall be applicable from the third month of the contract from the date of award .

Engineer in-charge shall be the certifying authority to deduct the penalties.

10. SCRAP RECONCILIATION/ DISPOSAL Of HAZARDOUS MATERIAL:

The vendor shall return all the scrap material as per the directions of Engineer in charge.

Also disposal of Hazardous material for repairing at workshop shall be in the contractor's scope

11.0 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-A enclosed.

12.0 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.

13.0 THIRD PARTY INSURANCE:

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

14.0 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;

15.0 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.

16.0 CONFIDENTIAL INFORMATION

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the VENDER shall not publish or otherwise disclose it to others. The VENDER shall, at all times use their best Endeavour to keep confidential all information. Accordingly, the VENDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which: was furnished prior to the signing of Agreement / issuance of this tender document, without restriction ;is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;is received by either the COMPANY or the VENDER from a third party without restrictionis independently developed by either the COMPANY or the VENDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the VENDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the VENDER confidential information that is substantially similar to the provision of this section or otherwise with the VENDER's consent; and (ii) the VENDER may provide to their employee any information necessary to carry out the services.

17.0 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.

18.0 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.

19.0 FORCE MAJEURE:

19.1 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

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

20.0 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.

21.0 Environmental, Health & Safety Plan:

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

Contractors must comply with these requirements:

- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- b) Comply with the procedures provided in the interests of Environment, Health and Safety
- c) Ensure that all of their employees designated to work are properly trained and competent
- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work

- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractor's staff are accountable for the following:

- 1 Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
- 2 Keep tools in good condition

- 3 Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- 4 Develop a concern for safety for themselves and for others
- 5 Prohibit horseplay
- 6 Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

22. SAFETY CODE:

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

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

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

25.0 INSURANCE POLICY FOR LIFE COVER:

Before commencing the execution of the work the CONTRACTOR shall take Life insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium

amount for such life cover policy shall be in contractor scope. The policy document shall be submitted before commencement of the work by the contractor.

26.0 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.

27.0 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.

28.0 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.

29.0 NOTICE:

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

Head (C&M)

3rd Floor , “ A” BLOCK ,Shakti Kiran Building,

Karkardooma , New delhi

BSES YamunaPower Ltd.

30.0 PERFORMANCE:

The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned. The performance of the contractor should be reviewed every quarter & a presentation should be given by the vendor in front of the Company management team .

31.0 ENTIRE AGREEMENT:

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

32.0 AMENDMENT:

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

33.0 EFFECTIVE DATE AND VALIDITY:

The award of work shall become effective for all purposes from the releasing the LOI / contract and shall remain valid for a period of 2 year. However the contract shall be reviewed after one year

After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached

between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse after expiry of the contract.i.e. 2 years

34.0 TERMINATION:

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

35.0 VENDOR CODE OF CONDUCT :

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by contractor 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 or its officers, agents & representatives etc.

36.0 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.

37. ENVIRONMENTAL, HEALTH & SAFETY PLAN:

OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT:

1. General Requirements

- 1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipments belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.
- 1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
- 1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BYPL from time to time.
- 1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment like shoes, safety belts, helmets etc. adhering to safety compliances.

2. OHS Policy

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply, 2010 shall follow the Health & Safety policy of BYPL. 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

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.

The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BYPL.

Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BYPL (Head Safety).

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 contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency or trainer,

which should be verified earlier by BYPL safety department accordingly. The Training certificate should not be more than one year old.

4.2 Apart from above, as an owner of the company the contractor & their other key persons are also responsible for safety compliance and related issues.

5. First Day at Work –Induction Training and Issuance of ID-Card

5.1 The contractor shall ensure that all his workers have undergone the safety induction and have been issued with a valid ID card prior to start work at BYPL site.

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 shall ensure all the required PPEs given in clause 6.2 and shall allow their workers to start work at site only after proper verification of adequacy of safety gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of BYPL.

6.2 PPE' REQUIREMENT

6.2.1 Contractor has to provide the following PPE's and 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/SKILLED	HELPER/UNSKILLED	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Annexure- 1 under environmental, health & safety plan clause) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department.

6.2.3 If any of the contractor staff found without PPEs, 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.

6.2.4 Technical Specification of the PPEs

6.2.4.1. 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 feature:

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant

Lead MAKE: BATA/LIBERTY/HONEYWELL

6.2.4.2 Safety Helmets: (IS 2925 - 1984 or DGMS) with chin strap – Mandatory for all personnel working at BYPL O&M. The specification of safety helmet shall be as given below:

V-GARD HDPE Yellow With 4 Point Fas Trac Ratchet Suspension

Shell Material	UV stabilized HDPE, Non vented
Suspension	<ul style="list-style-type: none">• With 4 Point Fas Trac Ratchet Suspension sewn headband• Textile straps made from polyester Suspension• point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head• Easy clean sweatband
Size	52-62 cm
Accessory slot	Standard 30 mm with removable HDPE dead plugs suitable to leak proof fitting
Approvals	ANSI/ IEC Z89.1 Class E (electrical)
Additional	Low temperature -10°C (acc. to GB2811), High temperature +50°C
Colours	Yellow
Weight	360 g

Lead MAKE: 3M / KARAM / UFS

6.2.4.3 Full Body positioning Harness: (CE approved / IS 3521 / EN 361 / EN 355) – Shall be used while work is in progress at height more than 1.8 meter or where from a person may fall and get injured. The specification of the Full body harness shall be as given below:

Anchorage	Adjustable two chest attachment D-rings and A dorsal attachment D-ring
Adaptability	Adjustable shoulder and thigh straps
Convenience	Shoulder and thigh straps differentiated by a dual color scheme.
Ergonomics	Idealy. Positioned sit strap for extended comfort.
Size	Standard
weight	1200GMS
ENERGY ABSORBING FORKED LANYARDS :	
Spec.	44mm wide polyamide webbing.
Length	1.5 Meter

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

6.2.4.4 Flex Chem Full View Safety Goggles – Shall be used to protect workers eyes from foreign materials and flying particles. Mandatory for all personnel working at BYPL O&M. Safety goggles shall meet the following feature:

1. Acetate lens for special applications requiring superior chemical resistance.
2. Industrial version of tough and popular first responder goggles.
3. SoftFlex low profile frosted frame for increased comfort.
4. Comfortable headband with length adjustment.
5. Indirect venting for comfortable, long lasting wear can be worn with safety helmets and over prescription spectacles.
6. Sightgard + premium anti-fog coating (EN 166 “N”) with good anti- scratch properties.

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.

Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous transmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55 ⁰ C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ UFS/3M

6.2.4.5 Electrical Insulating Hand Gloves – Shall be used to prevent electric shock based upon the hazards/risks involved in a particular activity. Safety goggles shall meet the following features:

- Breakthrough manufacturing process for exception dry grip.
- Soft and flexible for enhanced tactility, high dexterity and wearer comfort.
- Ergonomic design featuring tapered fingers to reduce hand fatigue.
- Relaxed wrist for easy on/off.

	For LT work	For HT work
Length	360mm	360mm
Class	2	0
Thickness	3.6mm	1mm
Proof test voltage	20000	5000
Maximum use voltage	11000	1000
Tensile strength	>16mpa[Mega Pascal]	
Puncture resistance	>18N/mm [Newton per mili meter]	
Elongation at break	>600% [Stretching length]	
Tension set	<15%	

- It should be resistant to oil, acid, ultra violet rays and very low temperature.
- Each pair of glove should be marked with class, category, month & year of manufacturing, CE logo, batch no. and certified laboratory no.

- EN certified to electrical and thermal hazards,
- EN certified to thermal & electrical hazards to confirm EN 60-903,
- EN certified to mechanical hazard to EN-388

Lead MAKE: Honeywell / ANSELL

6.2.4.6 Certificates required for all PPEs:

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

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 Apex Manual of BYPL.

7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to 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. Working at Height

8.1 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.

8.2 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.

8.3 Full body harness and ladder along with the required PPEs shall be used during height work.

9. Reporting of Incidents / Dangerous Occurrences

9.1 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 divisional head in prescribed form and also to all authorities envisaged under the applicable laws.

10. Suspension of Work

10.1 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.

10.2 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.

10.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for waiver of levy of liquidated damages.

10.4 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.

11.OHS Appreciation Policy

11.1 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.

12.Safety Motivational Scheme for Contractor Employee

12.1 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.

12.2 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detailed report of observing the same to be forwarded to safety department every year.

13 Guidelines for Penalty Policy Implementation

13.1 Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in Appendix - 1. (Example – If at first offence persons are found working without safety helmet at 3 locations, the penalty would be $3 \times 2000 = \text{Rs.}6000/-$)

13.2 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.

13.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Division Head and Safety Head.

13.4 Recommending Authority means the Department Head, Division Heads, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.

13.5 Safety Head may impose penalty for serious violations directly.

13.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.

13.7 Safety violations to be considered for Penalty are classified as A, B & C

14.Guidelines for Safety Appreciation Policy Implementation

14.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations in either of A, B or C classes.

14.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.

14.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.

14.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.

14.5 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.

14.6 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.

14.7 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.

Appendix – 1

Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand/ Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for termination of his job & Fine of Rs.15000/-	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or 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/Department Head Approval by Safety Head Deduction by Finance & Account

C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	# First Offence - Warning Note & Fine of Rs.10000/- # Second Offence - Action for the concerned workmen/supervisors for termination of his job and fine of Rs.20000/-.	Recommendation by OHS-Representative/Department Head Approval by Safety Head Deduction by Finance & Account
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Notes:

- # Refer clause No. 13 for penalty policy implementation guidelines
- # Refer clause No. 14 for appreciation policy implementation guidelines.
- # 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.

Annexure-1

Format for PPE's Receipt by workers

Name of Site -----

Division-----

Name of Contractor -----

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

Signature of Contractor / Date.....

ANNEXURE A

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.
- 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 Engineer 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.
- Service Tax registration number.
- Electrical License.
- Workmen compensation policy.
- Third party Insurance Policy & Insurance policy* .* Accidental insurance policy for the staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the COMPANY. The policy shall have coverage of Rs. 10 Lacs (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). The premium amount for such life cover policy shall be borne by the contractor. The contractor shall furnish copy of policy when demanded by BYPL
- 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:

- Has paid minimum wages to his manpower.
- Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

SECTION- IV

SCOPE OF WORK:

- 1) **BSES part** : Relay & CT , primary injection set secondary injection set.
- 2) **Contractors part** : Staff , all tools , safety equipments(Discharge rod , Brass chains , shoting clamps , Gloves , machinery parts like (sheet cutting machine , hand drill machine , iron welding machine set , wires , thimbels , punching machine , LT tape , relay battery , all type of normal adhesive ,adhesive like M-seal , Aralidite, Rubber adhesives, petty items , nuts & Bolts , backalite sheet , seperators , cleaning agents , lubricants, painting (paints , compressor , paint gun brush & all other additives like like thinner , kerosene oil , tarpine oil etc), Dhoti , torch etc will be provided by the contractor as per BSES specification .All the material for relay provided by the contractor
- 3) Maintaining a job card for each relay along with its job description so as to provide a minimum guarantee of one year by the contractor.
- 4) Vendor to provide
Staff per team
 - a) Engineer -04
 - b) Fitter -01
 - c) Technician -04
 - d) Helper- 06
- 5) Complete set of tool & tackles. List of Tools & tackles as per annexure.
- 6) The Contracator shall have to provide Vehicles for Field movement preferably ecofriendly Vehicle ,minimum 3 no.
- 7) Complete set of machinery required for service/repair of ACB's/RMUs as per annexure

8) Petty items as per Section-V

BSES to provide:

- Free electricity , Old defective relays, testing Lab , Covered Shed at s/stn no. 13 , PPG . shutdown down & discharging of cables will be done by BSES at site .

SECTION -V

(A) LIST OF T&P:

Provided for Onsite & in house repairing

S.No.	TOOLS DESCRIPTION	QUANTITY/team
1.	Screw Driver set	1 SET
2.	Combination Flier (8 inch)	1 SET
3.	Nose Plier	1 SET
4.	D-Spanner set	1 SET
5.	Ring- Spanner set	1 SET
6.	Richet set (small &Big)	1 SET
7.	Hack saw	1 no
8.	Hammer 0.5 KG	1 no
9.	Hammer 1 KG	1 no
10.	Hammer 2 KG	1 no
11.	Soft Hammer	1 no
12.	Chisel 6" & 8"	1 no
13.	File flat	1 no
14.	File round	1 no
15.	File Half round	1 no
16.	File Triangular	1 no
17.	Hole punch set	1 no
18.	Bench Vice	1 no
19.	Soldring iron	1 no
20.	Blow lamp	1 no
21.	Short circuit chain	1 no
22.	Discharge rod	1 no
23.	Elen Key set	1 no
24.	Dry cell torch	1 no
25.	Drill Bit	1 no
26.	Line Tester	1 no

27. Racket Bit set	1 no
31 small star key	1 SET
32 Hot gun	1 SET
33 TAP SET	1 SET

(B) LIST OF MACHINERY

List of Machinery to be provided by the contractor for Onsite revival of Protection of RMU/ ACB:

Following machinery / equipments / instruments to be provided by vendor:

Srno	DESCRIPTION	QUANTIT Y
1	Clamp meter Digital upto 1000 AMP	2 no
2	Digital Multimeter	2 no
3	Digital insulation tester 5KV Rating	1 no
4	PRIMARY INJECTION TEST upto 2000 AMP	1 no
5	SECONDARY INJECTION KIT upto 25AMP	1 no
6	Contact resistant meter(CRM) set,	1 no
7	blower 2 kw	1 no
8	Hand Grinder	1 no
9	Clam meter digital up to2000A	1 no
10	Clam meter digital 20 mili Amp to 20 Amp	1 no
11	VAP 6 Hand Held Test Set --	1 no

(C) PETTY ITEMS COVERED UNDER VENDOR'S SCOPE:

Petty item shall cover M-seal , steel nuts & bolts of all size & shapes , washers of all type , thinner , cleaning powder & liquid , batteries of varrous size , socket &

thimbles of various size , 4 color 2.5mm flexible copper wire , RMU copper contacts , bearing /bushes, rivets ,lubricant oil, ties ,springs , backelite sheet . Petty item shall cover welding rod , thinner , kerosene /tarpane oil, brushes of all size for painting and cleaning , cleaning powder & liquid , batteries of varrous size , socket & thimbles of various size , 4 color 2.5mm flexible copper wire .

LIST OF RATING & MAKES FOR ACB/ RMU:

LIST OF LTACB PROTECTION RELAYS	
SR NO	DESCRIPTION
1	ASHIDA ADR 141S(PUSH BUTTON)Vertical
2	ASHIDA ADR 241S(OLD MODEL STEEL & PUSH BUTTON) Vertical/Horizontal
3	CGL14S
4	CSDPR-V2-100
5	CSDPR
6	DPX-V5
7	DPX-V1
8	VIP 300
9	VIP 35
10	SEG-DIGITAL
11	SEG -Dip switch
12	PR-512/P
13	Any other existing relay in BYPL
LIST OF LTACB PROTECTION RELAYS	
SR NO	DESCRIPTION
1	DN1
2	SR 18G
3	SR 15G
4	UIT100
5	MICROPRO 3.1
6	MICROPRO 4.1
7	PNR 2

8	RW2U
9	RMS7
10	RM26
11	IHK20
12	LR1
13	Any other existing relay in BYPL

SECTION–VI: PRICE FORMAT

S.No	Service code	Service description	unit	price(i/c all taxes except GST)
1	10	Protection testing & relay setting as per load by primary /secondary injection after completing job	EA	
2	20	Dismanteling/Refixing/Replacement of Relay of RMUafter making necessary changes in the body	EA	
3	30	Dismanteling/Refixing/Replacement of CTs of RMU	EA	
4	40	Complete rewiring of CT ,Relay & other electrical items in RMU including wiring materials, wires & thimbels etc will be provided by the contractor	EA	
5	50	Repairing the existing faulty electrical wiring RMU of CT ,Relay & other electrical parts & make electrical system healthy wiring material wires & thimbels etc will be provided by the contractor	EA	
6	60	Taking of 3 photographs before start of work , 3 photographs after completing the work & uploading in the system(In Soft)	EA	
7	70	Providing of Sumo for 8 Hrs(Commercial Vehicle)	per day	
8	80	Dismanteling/Refixing/Replacement of CTs after making necessary changes in the body in LTACB	EA	
9	90	Dismanteling/Refixing/Replacement of Relay after making necessary changes in the body in LTACB	EA	
10	100	Reconnection / Repairing of faulty electrical wiring of LTACB	EA	
11	110	Complete rewiring of CT ,Relay & other electrical items in LTACB including wiring materials, wires & thimbels etc will be provided by the contractor	EA	

12	10	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR-V2-200/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	
13	20	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR-V2-200/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays--It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	
14	30	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR-V2-200/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	
15	40	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	
16	50	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	
17	60	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	
18	70	Protection testing & relay setting as per load of LTACB at site	EA	

Estimated quantity

BOQ QUANTITY-1 YEAR			
S.No	Service description	Quantity	Tentative quantity
1	Protection testing & relay setting as per load by primary /secondary injection after completing job	EA	2062
2	Dismanteling/Refixing/Replacement of Relay of RMUafter making necessary changes in the body	EA	720
3	Dismanteling/Refixing/Replacement of CTs of RMU	EA	24
4	Complete rewiring of CT ,Relay & other electrical items in RMU including wiring materials, wires & thimbels etc will be provided by the contractor	EA	24
5	Repairing the existing faulty electrical wiring RMU of CT ,Relay & other electrical parts & make electrical system healthy wiring material wires & thimbels etc will be provided by the contractor	EA	120
6	Taking of 3 photographs before start of work , 3 photographs after completing the work & uploading in the system(In Soft)	EA	4800
7	Providing of Sumo for 8 Hrs(Commercial Vehicle)	EA	720
8	Dismanteling/Refixing/Replacement of CTs after making necessary changes in the body in LTACB	EA	8
9	Dismanteling/Refixing/Replacement of Relay after making necessary changes in the body in LTACB	EA	8

10	Reconnection / Repairing of faulty electrical wiring of LTACB	EA	3615
11	Complete rewiring of CT ,Relay & other electrical items in LTACB including wiring materials, wires & thimbels etc will be provided by the contractor	EA	36
12	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	150
13	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays--It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	220
14	Service charges for repair of ADR 141S/ADR 241S/CGL 14S/CSDPR-V2-100/CSDPR/DPX-V5/SEG-DIGITAL make 11 Kv protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	250
15	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay without material and testing of relay by primary injection set and secondary injection set	EA	500
16	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with minor material and testing of relay by primary injection set and secondary injection set	EA	250

17	Service charges for repair of DN1,SR18G,SR15G,LR1,UIT100,MICROPRO 3.1 ,MICROPRO 4.1,PNR2,RW2U,RMS7,RM26,THERMAL RELAY JYOTI/MOHINI make LTACB protection relays-It involves the repairing of relay with major material and testing of relay by primary injection set and secondary injection set	EA	250
18	Protection testing & relay setting as per load of LTACB at site	EA	480

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.

7 We 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 of.....2020

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

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 toM/s.____ with its Registered/ Head Office at _____

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

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

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

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

Now it is agreed as follows:

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

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

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

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

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

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

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

APPENDIX-I

TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

Reverse auction shall be governed by following terms and conditions:

- 1) BYPL shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).

- 2) BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the bidder.
- 3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
- 4) The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
- 5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
- 6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
- 7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.
- 8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site/ store
- 9) The prices submitted by a bidder during the auction event shall be binding on the bidder.
- 10) No requests for time extension of the auction event shall be considered by BYPL.
- 11) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by BYPL within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.