

Tender Notification for
“ENERGY BILL PRINTING SERVICES IN BYPL”
“CMC/BY/19-20/RB/RD/71”

Due Date for Submission: 26.03.2020, 14:30 HRS

BSES YAMUNA POWER LIMITED
Shakti kiran building, Karkardooma, New Delhi – 110032
Corporate Identification Number: U74899DL2001PLC11525
Telephone Number: +91 011 39999808/39997111

BSES YAMUNA POWER LTD (BYPL)

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SECTION - I
REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “ENEREGY BILL PRINTING SERVICES IN BYPL ” The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly superscripted as-**

“BID FOR ENERGY BILL PRINTING SERVICES”

“NIT NO CMC/BY/19-20/RB/RD/71”

1.01 BYPL invites sealed tenders from eligible Bidders for a contract valid for two years for the above-mentioned Contract

Estimated cost of Contract	: ₹ 3.50 Crores (for One year)
Earnest money Deposit	: ₹ 7.0 Lacs
Cost of Tender form (Non-Refundable)	: ₹ 1180/-
Initial Contract Period (Refer award decision)	: One Year
Date of Pre-bid Meeting	: 19/03/2020 till 15:00 HRS
Date & time of Submission of Tender	: 26/03/2020 till 14:30 HRS
Date & time of opening of Tender (Opening of technical bid)	: 26/03/2020 at 15:30 HRS

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

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

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

1.2 POINTS TO BE NOTED

1.2.1 Contracts 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 Tenderers
- c. Commercial Terms & conditions
- d. Scope of Contract & specifications
- e. Bill of Quantities/ Price 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 amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:

- Earnest Money Deposit (EMD) of value INR 7,00,000/- is not deposited in shape of Fixed Deposit Receipt /DD/ Pay Order / Banker's Cheque payable at Delhi from a nationalized or scheduled bank drawn in favor of BSES Yamuna Power Ltd valid for period of 90 days after the last date of receipt of tenders.
- The offer does not contain "FOR NEW DELHI" price indicating break-up towards all GST & freight.
- Complete Technical Details are not enclosed.
- Tender received after due date and time.

1.3 Qualification Criteria:

Pre-qualification Technical criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder.

1. Continuous / Reel feed or advanced laser cut sheet printing system with minimum capacity of 700 (or more) A4 pages per minute. Sufficient back up should be available to avoid any possibility of delay. Both are required to be functional at site at time of bid submission.
2. The printer should have inbuilt document inspection system to check the front and back of the document are of the same consumer to maintain automated document integrity.
3. Minimum print resolution of 600X600 dpi for variable data printing.
4. Site should be in Delhi/NCR.
5. An alternate site in a different city is required for Disaster recover perspective having similar infrastructure.
6. In-house offset printing facility for stationery is desirable.
7. Automated folding machines are required to fold bills from A3 to A4.
8. The bidder should have good IT setup with all facilities like servers/W team, graphic team so that any last minute changes, which are either ongoing or due to tariff revisions, etc can be taken care off.
The list of IT professional's posted at bidders IT department shall be provided along with the Bid BYPL team may verify the same during the site visit.
9. Proper Information security system should have been there at the site. can be provided with document.

Pre-qualification Commercial criteria:

- Bidder should have an average turnover of ₹ 20 Crore over the last three consecutive financial years. (FY 16-17, 17-18 & 18-19). No consortiums are allowed. It has to be directly the bidder who is in the business of variable data printing.
- Bidder must have three years experience with knowledge and exposure to w.r.t services rendered to reputed organization and or to utilities companies with one single order with value minimum of ₹ 1 Crore within last 3 years. Order copy shall be submitted in this regard. Preferably with Public Utility (Gas, Water, Electricity, Railways & Bank etc).
- From BCP DRP (Business Continuity Plan Disaster Recovery Plan) perspective, Bidder should have 2 sites with at least 1 of them existing (operational) in Delhi NCR & other has to be existing (operational) anywhere in India except in Delhi NCR. Both with similar infrastructure/capability.
- Bidder should have valid Registration No. of GST.
- Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- An undertaking (self certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
- Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies for 3 years or more.

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

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

- ✓ Latest balance sheet
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company

- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years along with relevant pages of turnover in balance sheet.
- ✓ No of Employees (Technical and Commercial) detail
- ✓ Performance Certificate from the Vendors with major order
- ✓ Premises Detail.

1.4 **Bidding and Award Process:**

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

1.4.1 **BID SUBMISSION:**

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

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

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

- EMD of requisite amount & validity
- Non-refundable separate demand draft for Rs. 1180/- In case the forms are downloaded from the website
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

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 **as mentioned in clause 1.01**. After technical evaluation, the list of qualified tenders will be posted immediately on BSES website.

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

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

1.4.2 **Award Decision**

a) Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

c) The Contract shall initially be placed for a period of one year and shall be renewed further 1 (one) year based on performance of the vendor as reviewed by the officer-in-charge of the project from BYPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.

d) PBG of 5% of contract value shall be submitted for a period equivalent to the contract validity period plus three months. The Validity of the PBG shall be suitably extended as above in case of extension of contract for second year.

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 marketplace rules or engage in behavior that disrupts the fair execution of the marketplace 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(Business)	Head (C & M)
Address	BSES Yamuna Power Ltd Business Deptt 1st Floor, B Block, Shakti kiran Bldg, Karkarddoma,Delhi - 110032	BSES Yamuna Power Ltd C & M Deptt IIIrd Floor, A Block, Shakti kiran Bldg, Karkarddoma,Delhi - 110032

SECTION-II

INSTRUCTION TO BIDDERS

A. GENERAL

1.0 BSES YAMUNA Power Ltd, hereinafter referred to as "The Company" is desirous for "Energy Bill Printing Services in BYPL" as notified earlier in this bid document

2.0 SCOPE OF CONTRACT

Contractor's Obligation & Scope of Work:

Contractor shall:

2.1 Establish all relevant and necessary practices relating to the Services to be provided as per the scope of work as mentioned below.

2.2 At all times provide the Services always in accordance and in full compliance with the scope rate/terms & conditions/all directions given by the Company in relation to the services from time to time and all applicable laws, rules, regulations, notifications.

2.3 Print and supply Blank pre-printed stationery for Energy Bills as per specifications mentioned in Work Order & sample approved.

2.4 Print variable & fixed data (along with the respective barcode) of consumer bills for electricity consumed as per data supplied by BYPL. Bar code shall be readable by POS machine of Bar code reader and should have good printing quality.

2.5 Pre-printed in four colors offset printing advertisements in A4 size will be in the scope of contractor. Every month contractor will be liable for advertisement.

2.6 Supply pre-printed offset News letter (Synergy), blank pre-printed stationery for GCC and KCC bills, stapling of News letter with the energy bill as per specifications mentioned in Work Order & sample approved. In addition to the above, supply of Acknowledgment Report and/or Calculation Sheet along with the bills as and when required by the Company's officer in-charge.

2.7 Sort with suitable Packing of the bills for delivery to the Division and deliver to the specific Division Office or at the place designated by BYPL with in Delhi. The delivery of bills to be arranged (using your own vehicles) to all the 14 divisions of BYPL in Delhi.

2.8 Develop and implement the software at their end at their own cost for the translation of the billing data as provided by BYPL. The software shall provide for the translation of the billing data to be printed on the preprinted stationery as approved by BYPL.

2.9 Shall make necessary software and artwork changes at their end as per the instructions of the Officer in charge.

2.10 Ensure that, the billing data shall be transcribed on the pre-printed stationery using black color printing by digital variable data printer at a resolution of 600 x 600 dots per inch (DPI). With daily maximum theoretical capacity of variable data printing of approx. 7.0 lacs A4 size impressions per day.

2.11 Use the Font type & size as specified by the BYPL.

2.12 Ensure that the solid/shadows ink density will be maintained at darkest levels in reflection art printing of 2.0 as per the sample approved by BYPL.

2.13 Ensure that color should not fade on the printed bill and there shall not be any variation in color quality between the first lot & the last lot to ensure the uniformity.

2.14 Ensure that all bills printed and delivered by them as per the standards agreed upon and sample as approved. The sharpness of lines and the quality of colors in the printed stationery shall be assured by contractor to the satisfaction of BYPL as agreed and signed off at the time of start of the agreement.

2.15 Ensure that quality of Paper & printing of the Printed Bill should always match with the approved sample of electricity Bills.

2.16 Provide perforation on the printed bills at the specified portion of the bill, if required by BYPL at no extra cost.

2.17 Ensure that, the total number of bills to be generated in a batch shall be noted and countersigned by both parties. For verification and records, both the parties shall retain a copy of the data acceptance format.

2.18 Ensure that, the exact number of bills is being printed as per the data provided by the BYPL.

2.19 Contractor shall be responsible for printing the exact number of bills that are handed over and shall also ensure that printed bills are for the exact numbers. In case of differences in the number of bills in the data handed over in a particular batch and the data as received by contractor, Contractor shall not proceed with the bill printing and immediately inform BYPL of the discrepancy. Contractor shall resume printing only on receiving clear instructions from the authorized signatory of BYPL for resuming printing on the given batch.

2.20 Delete all the billing data and information received by them from their computers immediately after printing and delivery of the bills and shall not retain the data in any form with them.

2.21 If data supplied in storage media, the data along with the storage media shall be returned to BYPL.

2.22 Identify the missing bills; if any, due to any reason during printing stage and submit BYPL the list for the same along with printing of missing bills and for this purpose, the Contractor shall install the suitable software.

2.23 Provide a single point contact telephone number of its logistic support center for smooth execution of the contract.

2.24 At its own cost, whenever essential introduce experts/advices/advisers on reputed printers, programmers.

2.25 At its own cost employ adequate number of staff /workmen/ employees (manpower) fully trained and equipped for the purpose of providing Services.

2.26 In case BYPL is of the opinion, after due consultation with the Contractor, that extra manpower or material is required for reasons of improving the quality and nature of Services, Contractor shall arrange for the same immediately at its own cost.

2.27 At its own cost, appoint a supervisor to ensure uninterrupted Services rendered and for proper coordination with BYPL. Such supervisor shall submit a daily report to Officer-in-Charge detailing, inter alia, daily activity undertaken by Contractor and progress made by Contractor.

2.28 Ensure that its manpower adheres to good industry practices, and always carry out Services in accordance with this Agreement.

2.29 Contractor shall not use the name of BYPL in any manner for credit arrangement or otherwise and it is agreed that BYPL shall not in any way be responsible for any debts, liabilities or obligations of Contractor or its manpower.

2.30 Contractor shall not seek to inflict any increase in Rates for any reason during the tenancy of the contract whatsoever, except if, there is a change in the scope and/or requirement of BYPL.

2.31 Upon termination or expiry of this Agreement Contractor shall promptly return and handover, the materials supplied, data CDs, floppy's, discs along with and all other items that BYPL may have provided to Contractor or any of its manpower, in the same condition and order in which Contractor had received them.

2.32 Contractor shall make arrangement for standby facility on permanent basis to meet the downtime requirement of the original printer/site – as a BCP. The standby facility will also have equivalent capacity to meet the turnaround/production requirement of the billing cycle. Further, the quality of the standby facility will be equivalent to or better than the primary site printing quality.

2.33 The bills will be printed along with Synergy in A3 size paper which will then have to be machine folded from A3 size to A4 size prior to packing/segregation.

2.34 The Contractor at his sole expenses shall correct the defective work, for reasons attributable to the contractor. And no printing charges shall be paid for the same defective work and wastages.

3.0 DISCLAIMER:

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

3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or other person under the law or contract, the principals 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 in this Document, any matter deemed to form part of this Document, provision of Service and other information supplied by or on behalf of company or its employees, or otherwise a rising in anyway from the selection process for the Contract.

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

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

4. COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

SECTION – I : REQUEST FOR QUOTATION

SECTION – II : INSTRUCTIONS TO BIDDER

SECTION – III : TERMS AND CONDITION

SECTION – IV : BILL OF QUANTITY/PRICE FORMAT

SECTION – V : BID FORM

SECTION – VI : FORMAT FOR EMD BANK GUARANTEE

SECTION – VII : CHECK LIST

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

6.03 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.

7.0 PREPARATION OF BIDS

7.1 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.

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data 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 tender.

9.0 BID FORM

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

9.02 EMD

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

Fixed Deposit Receipt /DD/ Pay Order / Banker's Cheque payable at Delhi from a nationalized or scheduled bank drawn in favor of BSES Yamuna Power Ltd valid for period of 90 days after the last date of receipt of tenders.

Earnest money given by all the bidders except the lowest 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.

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. **Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.**

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with – Technical Bid & Commercial Terms & Conditions "The price bid shall be inside another sealed envelope with super scribed – Financial "Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed – "Tender Notice No. & Due Date of opening "

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

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

17.0 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.

18.0 LATE BIDS

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

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

E. EVALUATION OF BID

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- BYPL reserves the right to ask the bidders to provide breakup of the prices as quoted by them against line items.

20.0 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.

21.0 CLARIFICATION OF BIDS

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

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including 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 deviation.

22.04 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.

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.
- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the Following factors, in the manner and to the extent indicated in this Clause:

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

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

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

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

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

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

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

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

26.0 AWARD OF CONTRACT

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

27.0 THE COMPANY 'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRADULENT PRACTICES

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
"Corrupt practice" means 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 award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Company of the benefits of free and open competition.

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
 - (c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III

TERMS AND CONDITIONS

1. Definition:

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

1.1 Company:

The terms 'Company' shall mean BSES Yamuna Power Ltd. (also mentioned as 'BYPL'), having its office at Shakti Kiran Building Karkardooma, New Delhi 110032 and shall include its authorized representatives, agents, successors and assigns.

1.2 Contractor:

The terms 'Contractor' shall mean Vendor/ contractor and shall include its authorized representatives, agents, successors and assigns.

1.3 Services:

The term 'Services' shall mean and includes the Services to be performed by the Contractor under this Agreement in accordance with the scope of services defined below, and such other services as may be instructed by BYPL from time to time.

1.4 Rate:

The terms 'Rate' shall mean the unit rates as mentioned for the items/work under this work order and payable to the Contractor for the full and proper performance of the jobs covered under this work order. The rate include all equipment charges-whether rental's or capital cost and consumables, all applicable taxes, levies and service charges and all required operation, maintenance & insurance charges, and software development charges.

The rates governing the order shall remain firm and fixed during the tenure of this agreement.

1.5 Officer in Charge:

The term 'Officer-in-Charge' shall mean the company's nominated representative (Head-Business or his nominated representative) for the purpose of implementation/certification of the respective work executed by the Contractor in relation to this work order.

2 Interpretation:

2.1 The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement; and

2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.

2.3 References to the word "include" or "including" shall be construed without limitation;

2.4 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract.

3. Language and Measurement:

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

4. Delivery Time:

4.1 On-time delivery is the essence of the contract and must be adhered to. Contractor shall print and deliver the bills/news letter/other material as designated by Company within following time limits:

For KCC bills	:	Need to be delivered in 12 hrs(Cut off time will be 02:00 AM for print file sharing by Batch Team)	
For SLCC/MLCC bill:		Up to 130000 bill in one day	Need to be delivered within 48 Hrs (Cut off time will 08:00 AM for Print files sharing by batch Team)
		From 130001 to 165000 bills	Additional 6 hrs for additional bills
		From 165001 to 200000 bills	Additional 6 hrs for additional bills
		Above 200000 in a day	Additional 6 hrs for additional bills

All the time will be calculated from the time handing over bill printing file by mail to the printer and it will end on handing over the physical bill at the respective division/office.

4.2 Sundays and/or National Holidays shall be counted as working day for printing of bills but not delivery of bills. However, the same can be delivered on such days on special requests.

4.3 The delivery of the goods under this agreement shall be made at the District Commercial Centers or any other Location with in Delhi responsible for billing related activities.

5. BYPL Obligations:

5.1 The data shall be securely transferred by BYPL to contractor' File Transfer Protocol (FTP) Server, however if it is not possible to transfer data through "FTP Server" due to any reason, the contractor shall make his own arrangement to collect the data from BYPL Office.

5.2 The Company's Business Process department shall provide the Contractor a tentative billing schedule at the start of a billing accounting month.

5.3 BYPL shall provide from time to time the layout of the pre-printed format on which the variable data to be printed.

5.4 BYPL shall provide all other necessary & relevant information from time to time to the contractor for satisfactory performance of the service as set out in this Agreement.

5.5 The supplies of above shall be only by communication through written / e-mail by Officer-in-charge (or their nominated representative).

5.6 BYPL shall ensure that all payments and outgoings for all the goods / services rendered by the contractor are made to the Contractor on time as per terms of the agreement.

5.7 The quantity and artwork of the preprinted stationary (blank + monthly billing) will be provided to the Contractor at least 7 working days prior to the start of that month' billing cycle.

5.8 BYPL shall provide from time to time the necessary information, data, design & layout pertaining to the dynamic advertisements to be printed on the Electricity Bills.

5.9 BYPL shall provide the Software and Artwork Change request in writing 7 days prior to the bill printing date.

6. Taxes & Duties:

6.1 Prices will be exclusive of taxes and the same shall be paid extra at prevailing applicable taxes including GST and other incidental costs, duties and all other applicable charges imposed in India.

6.2 However, during the tenure of the contract, introduction of any new taxes/levies/duties (whether state or central) shall be paid as applicable as per prevailing rates. This also covers any upward / downward variation in the applicable taxes.

6.3 Vendor shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out the performance of this agreement. The Vendor shall submit to BYPL true copies of receipts / challans of all such taxes paid within 30 days of making such payments for record of BYPL.

7. PERFORMANCE SECURITY BANK GUARANTEE:

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

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

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

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

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

8. Terms of Payment:

8.1 All Payments shall be made to the Contractor within 15 (fifteen) days from the date of receipt of monthly bills at vendor support cell, duly certified by our Officer-in-Charge.

8.2 It is understood and agreed that payment to Contractor shall not be made unless the said supporting listed above have been duly verified and certified by Officer in Charge of BYPL. For the purposes of such verification and certification, the Officer in Charge shall place his signatures on such supporting documents as a token of his acceptance of the work said to have been completed by the Contractor.

8.3. Payments shall be made after deduction of taxes required by applicable laws to be deducted at source.

8.4. Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates specified in the agreement. In the event that Contractor is at any time in material breach of any provision of this Agreement, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Agreement or under any applicable law, BYPL shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of BYPL in accordance with the provisions of this Agreement.

9. Liquidated Damages:

9.1 In the event of any delay in completion of work beyond the stipulated time (as mentioned in clause 4 above), Liquidated Damages shall be recovered at the following rates:

	1 st level	2 nd level	3 rd level
	10% of invoice	20% of the invoice	25% of the invoice
For KCC bills:	4 hours window	6 hours window	4 hours window
For SLCC/MLCC bills:	6 hours window	6 hours window	6 hours window

However before imposing liquidated damages, grace period as under will be given to contractor to cover up abnormal/unforeseen circumstances

For KCC bills	6 hrs.
For SLCC/MLCC bills	6 hrs.

Further in case of annex etc where manual work (either on full lot of bills or the selective one) is required, an additional time of 6 hours will be given only for SLCC/MLCC bills.

All the time will be calculated from the time handing over bill printing file by mail to the printer and it will end on handing over the physical bill at the respective division/office.

9.2. If the bills of a particular batch are not printed and delivered by the 4th day from the date of handing over data, Company shall be entitled to get the batch printed either using their own machinery or through other party. The cost of this bill printing and delivery charges shall be recovered in addition to LD as mentioned above in clause 8.1 from Contractor by reducing the amount from any of their monthly aggregate bill.

9.3 The reduction of the bill amount and the recovery of cost of printing due to delay in delivery of bills are purely for the sake of recovery of damages and should not be construed as a penalty.

10. Rejection:

10.1 All the goods supplied against this order will be subject to inspection and approval by the Company. The company reserves the right to inspect the goods at any stage during the manufacture or supply and to reject such portion thereof as may be found defective or not in conformity with the specification, without invalidating the remainder of the order, if so desired by the Purchaser.

10.2 All rejected goods shall be removed by the Contractor within 15 days from the date of intimation of such ejection, otherwise the goods may be returned by the Company to the Contractor at the Contractor's risk and expenses. The company shall in no case be responsible or be held liable for any damage, loss or deterioration of the rejected material.

11. Secrecy:

If for the contractual work, the Company furnishes the Contractor any data files, information etc. or these are made by the Contractor himself, the same shall be kept strictly confidential by the Contractor and shall be used by him only for the contractual work. The Contractor shall, under no circumstances, allow the data files etc. made for the contractual work to be used by a third party. However, the contractor may disclose limited information (except data) to its sub-contractors for offset printing & stapling of news letter.

12. Terms & Foreclosure

12.1 Terms:

12.1.1 This Contract shall be effective from the Effective Date i.e. 1st Dec-2015 and shall continue to be in full force for a period of Ten (12) months unless extended or terminated earlier by BYPL in accordance with the provisions below or time extension.

12.2 Foreclosure:

12.2.1 BYPL shall be entitled to terminate this Agreement without specifying any of the following reason upon giving 30 days prior written notice to Contractor. This Agreement shall stand terminated on the expiry of the said period of 30 days relieving both parties of their respective obligations, save such obligations and / or liabilities of the parties that, by their nature, and survive the termination of this Agreement. No compensation or termination charges or penalties of any nature whatsoever shall be payable by BYPL to Contractor for termination of this Agreement.

12.2.2 BYPL may (without prejudice to any of its other rights or remedies under the Agreement or in law) terminate the whole or any part of Contractor's scope of Service, in any one of the following circumstances (defaults):

12.2.2.1 If Contractor fails or refuses to perform the Services within the time specified in his behalf or in the manner and within the time frames agreed in this behalf or abandons the Services; or

12.2.2.2 If Contractor fails to provide adequate assurance of Contractor's ability to meet the quality standards or the time frames provided in the agreement; or

12.2.2.3 The Contractor disregards or violates applicable laws or applicable permits; or

12.2.2.4 The Contractor fails to correct defects and deficiencies in any Services; or

12.2.2.5 If any of the representations or warranties provided by the Contractor are found to be false or incorrect; or

12.2.2.6 If the Contractor breaches any other term of this Agreement.

12.2.3 In the event of the occurrence of any of the above, BYPL may, at its sole discretion, provide Contractor with written notice of BYPL's intention to terminate for default. In the event Contractor fail to cure such default within 30days of such notice, BYPL may, by written notice, forthwith terminate this Agreement.

12.2.4 BYPL shall have the right to terminate this Agreement forthwith by providing written notice to Contractor in the event that Contractor (i) files a voluntary petition in bankruptcy or for winding up or has an involuntary petition in bankruptcy or for winding up filed against it, (ii) admits the material allegations of any petition in bankruptcy or winding up filed against it, (iii) is adjudged bankrupt, or (iv) makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

12.2.5 If during the tenure of the Agreement, the contractor renders the printing service at a lower rate than the specified contracted rate to any other party other than BYPL than either the service shall be rendered at the lower rate as applicable to the others otherwise, BYPL reserves the right to terminate this Agreement.

13. Notices:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery,
- (iii) upon receipt of confirmation receipt when sent by facsimile; or
- (iv) 7 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (v) when sent by electronic mail.

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

14. MOST FAVOURED CUSTOMER:

If, hereafter, Contractor renders any services supply goods to any party on a more favorable basis than the terms of this Contract, Contractor undertakes that it shall promptly offer the same terms to BYPL retrospectively, and the terms of this Work order shall stand revised accordingly. Amounts required to be adjusted / reimbursed pursuant to this clause shall be duly adjusted and/or reimbursed as the case may be at the BYPL option. For the sake of clarity, reference to 'terms' shall include pricing and commercial terms.

15. Force Majeure:

The conditions of Force Measure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract.

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

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

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

16. Modifications of Services:

16.1 BYPL may at its sole discretion modify all or any portion of the Services by providing notice in writing to Contractor of not less than Fifteen (15) days specifying the extent to which performance of Services is modified and the date upon which the same will be effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

16.2 Promptly and to the extent specified in the notice carry on the Services as modified; and

16.3 Place no further orders with respect to modified Services for any materials other than as may be necessarily required for completion of such portion of the work that was commenced prior to receipt of such notice modifying such work.

17. Dispute Resolution Mechanism:

17.1 Notwithstanding anything contained in this contract, all questions, disputes or difference whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto whether during the currency of the contract, or its failure or after the completion of the Agreement shall be settled by a sole arbitrator to be nominated and appointed by BYPL.

17.2 It will be no objection to the appointment of an arbitrator that the arbitrator is an employee of the Employer/BYPL. The award of the arbitrator shall be final and binding on the parties to the Agreement.

17.3 For all other matters as not specified in clause 15.2 the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and /or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.

17.4 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Agreement with due diligence. BYPL reserves the right to withhold all payments under this Agreement during the pendency of the dispute.

18. Representations, Warranty and Indemnities

18.1 Representations and Warranty

The Contractor hereby represents and warrants that:

18.1.1 It is a legally recognized entity under the laws of India and is registered under the Sales Tax, Works Contract & Service Tax Act and shall furnish the relevant documents on demand;

18.1.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

18.1.3 It has studied the feasibility, Establishment conditions and other prevailing conditions and all other operational details and based on these studies carried out, and has, on the basis of such study agreed to provide to BYPL the services as contemplated in this Agreement;

18.1.4 It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;

18.1.5 It shall procure suitable materials and manpower for the purposes of this Agreement to render Services;

18.1.6 The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BYPL.

18.1.7 It shall procure all consents, licenses, permits, approvals and certificates and authorisations as may be required from any governmental authority for the due and proper performance of Services;

18.1.8 It shall duly pay the duties, taxes and levies as are set out in this Agreement, which are to be paid by the Contractor;

18.1.9 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 Agreement or on the validity or enforceability of this Agreement

18.2 Indemnity:

The Contractor shall keep BYPL indemnified at all times, against all claims, losses, damages or liability that may arise under this Agreement (whether criminal or civil and including legal fees and costs incurred), including

18.2.1 Resulting from a breach of this Agreement by Contractor including any act, neglect or default of its manpower;

18.2.2 Resulting from any breaches in respect of any matter arising from the provisions of Services resulting in any successful claim by any third party;

18.2.3 Claims for 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 in force to any workman / employees or staff engaged by the Contractor in carrying out the Services and against costs and expenses, if any, incurred by BYPL in connection therewith.

18.2.4 The indemnities provided under this Clause are without prejudice and in addition to BYPL's rights to make any recovery whatsoever under this Agreement, with or without invoking the indemnity provisions.

19.1 Assignment:

This Agreement shall not be assigned either fully or in part by any Party hereto to any third party without the consent, in writing, of the other Party and only upon such terms as are mutually agreed by both the Parties hereto, except that BYPL may, in whole or in part, assign this Agreement to its Affiliates, without the prior written consent of Contractor. In the event this Agreement is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the terms and conditions of this Agreement and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Agreement.

19.2 Relationship between Parties:

Contractor is serving as an independent contractor of BYPL This Work Order /Agreement creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship between BYPL and the employees, consultants, workmen or representatives assigned by Contractor to perform the Services hereunder.

19.3 Entire Agreement:

This Work Order /Agreement, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or agreements relating thereto.

19.4 Amendment:

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the parties hereto unless evidenced in writing signed by duly authorized representatives of both parties.

19.5 No Waiver:

The failure of either party, at any time during the Term hereof, to require performance by the other party of any provision of this work order/ Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

19.6 Severability:

If any provision of this work order is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this work order is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.7 Laws:

The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders, and other regulations as required in connection with the performance of this Work Order.

19.8 Offset:

BYPL may deduct or retain out of any moneys, which may be due or become due to Contractor hereunder or otherwise, any amounts owed by Contractor to BYPL hereunder or otherwise.

19.9 Governing Law:

This Agreement / Work Order shall be governed and interpreted exclusively in accordance with laws of India.

19.10 Headings:

The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement/ Work Order or as a limitation of the scope of the particular Clause to which the title refers.

19.11 Counterparts:

This Agreement/ Work Order may be executed by one or more of the Parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19.12 Survival:

Any provisions of this work order which, either expressly or by implication, survive the termination or expiration of this work order, shall be complied with by the Parties in the same manner as if the present Work order is valid and in force even after termination or expiry.

20. Acceptance:

Acceptance of this work order implies and includes acceptance of all terms and conditions enumerated in this work order. Complete scope of work and the Contractor's and Company's contractual obligation are strictly limited to the terms set out in the agreement / work order. No amendments to the concluded work order shall be binding unless agreed to in writing for such amendment by both the parties. 20.

21. Vendor Code of Conduct:

Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO. Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor. The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

SECTION –IV : BILL OF QUANTITY/ PRICE FORMAT

Sub: ENERGY BILL PRINTING SERVICES IN BYPL

Sr. No	Item Description	Unit	Unit Rate	GST	Rate (with GST)
1	Printing of Energy bills(Multilingual bills) simultaneously on real time basis of A3 size,80GSM.Preprinting in 4+4 colour offset printing+ variable printing in black colour.The rate has to be with paper,offset printing,variable data printing,folding district wise collating,packing and delivery to 14 locations in Delhi as per BYPL instructions along with 60mm additional flap. VARIABLE DATA PRINTING on both side On A4 portion.	PER THOUSAND			
2	Printing of Energy bills(Multilingual bills) simultaneously on real time basis of A3 size,80GSM.Preprinting in 4+4 colour offset printing+ variable printing in black colour.The rate has to be with paper,offset printing,variable data printing,folding district wise collating,packing and delivery to 14 locations in Delhi as per BYPL instructions along with 60mm additional flap. VARIABLE DATA PRINTING on both side. One side on A4 portion and other side A3 portion.	PER THOUSAND			
3	Printing of Energy bills(Multilingual bills) simultaneously on real time basis of A4 size,80GSM.Preprinting in 4+4 colour offset printing+ variable printing in black colour.The rate has to be with paper,offset printing,variable data printing,folding district wise collating,packing and delivery to 14 locations in Delhi as per BYPL instructions. VARIABLE DATA PRINTING on both side On A4 portion.	PER THOUSAND			
4	Supply of blank stationary of A4 size, map-litho(A-grade paper) 80GSM inclusive of packing and delivery	PER THOUSAND			
5	Supply of blank stationery of A3 size , map-litho (A-grade paper) 80GSM inclusive of packing and delivery	PER THOUSAND			
6	Supply of blank stationary of A4 size, map-litho(A-grade paper) 70GSM inclusive of packing and delivery	PER THOUSAND			
7	Supply of blank stationery of A3 size , map-litho (A-grade paper) 70GSM inclusive of packing and delivery	PER THOUSAND			
8	Printing in A4 size paper on 80GSM for MDI letter/calculation sheet/security deposit/acknowledgement report or etc. in nature with SINGLE SIDE VARIABLE DATA PRINTING	PER THOUSAND			
9	Printing in A4 size paper on 80GSM for MDI letter/calculation sheet/security deposit/acknowledgement report or etc. in nature with BOTH SIDE VARIABLE DATA PRINTING	PER THOUSAND			
10	Offset Printing on A4 size paper on 80GSM , 4 color printing on single side (exclusive paper)	PER THOUSAND			
11	Offset Printing on A4 size paper on 80GSM , 4 color printing on both side (exclusive paper)	PER THOUSAND			
12	Offset Printing on A4 size paper on 80GSM , 2 color printing on single side (exclusive paper)	PER THOUSAND			
13	Offset Printing on A4 size paper on 80GSM , 2 color printing on both side (exclusive paper)	PER THOUSAND			

14	Offset Printing on A4 size paper on 80GSM , single color printing on single side (exclusive paper)	PER THOUSAND			
15	Offset Printing on A4 size paper on 80GSM , single color printing on both side (exclusive paper)	PER THOUSAND			
16	Staple Charges (selective)	EA			
17	Staple Charges (Non selective)	EA			
18	Extra Flap 60 mm in A4 size (Side Strip) on 80 GSM	PER THOUSAND			
19	Insertion/Printing the Dynamic UPI-QR Code in each bill as per instructions of BYPL	PER THOUSAND			
20	Cost of E-Bill (Where Hard Copy will not be printed)	PER THOUSAND			
21	% increase for next year for all the items, if BYPL extend the contract for next year	%			
Note : E-bill will be provided free of cost to maximum no of 30% bills per month. If in any month, E-bill will more than 30% quantity than BYPL will pay amount on excess quantity (more than 30%)					

SECTION-V

BID FORM

To

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

Sir,

1 We understand that BYPL is desirous of procuring in it's licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum of **(As per price bid)** or such other sums as may be determined in accordance with the terms and conditions of the contract The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.

5 We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

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

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

Dated this..... day of..... 2020

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

SECTION - VI

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated[date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called the "Bank"),are bound unto BSES YAMUNA Power Ltd., with it's Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032 ,(herein after called —the "Purchaser")in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of_____ 20 TH E CONDITIONS of this obligation are: If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the contract form, if required: or
 - (b) Fails or refuses to furnish the performance security, In accordance with the instructions to Bidders/Terms and Conditions.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION – VII

**PROFORMA OF PERFORMANCE BANK GUARANTEE
(TO BE ISSUED ON ₹ 100/- STAMP PAPER)**

Bank Guarantee No.

Place:

Date:

To

BSES YAMUNA Power Limited

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

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

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

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

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.
2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.
3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.
4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
6. Anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. ₹ (Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.
7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness day of 2020 at

1. For Bank

2. Signature

Name Power of Attorney No:

Banker's Seal

SECTION – VIII

CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF RS 1180/- DRAWN IN FAVOUR OF	BSES YAMUNA POWER LTD
9	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO