

## **Tender Notification**

**For**

**AWARD OF RATE CONTRACT FOR SINGLE / POLY  
PHASE METER INSTALLATION (MMG) IN BYPL**

**NIT NO: CMC/BY/17-18/RB/SG/045**

**BSES YAMUNA POWER LTD (BYPL)  
SHAKTI KIRAN BUILDING, KARKARDOOMA,  
NEW DELHI-110032**

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**SECTION – I**  
**REQUEST FOR QUOTATION**

**1.1 GENERAL.**

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for **“AWARD OF RATE CONTRACT FOR SINGLE /POLY PHASE METER INSTALLATION WORK (MMG) 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-**  
“BID FOR AWARD OF RATE CONTRACT FOR SINGLE /POLY PHASE ENERGY METER INSTALLATION WORK (MMG) IN BYPL”

**“NIT NO: CMC/BY/17-18/RB/SG/045 DT 03.11.2017”.**

1.02 BYPL invites sealed tenders from eligible bidders for the above-mentioned work (clause1.01).

Cost of Tender form (Non- Refundable): Rs.1,180/- (including GST)

Estimated cost of work (Details as per Section IV): Rs. 10,33,00,000/-

Earnest money Deposit: Rs 10,33,000/-

Duration of the Work: 1 Year (from date of issue of order)

Tender documents on sale: 03/11/2017 (working days)

Date & time of Submission of Tender: 24/11/2017 till 12:00 HRS

Date & time of Opening of Tender: 24/11/2017 at 14:30 HRS

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

**Head of Department**

**Contracts & Materials Dept.**

**BSES Yamuna Power Limited**

**III Floor, “A” Block, Shakti Kiran Building,**

**Karkardooma,**

**New Delhi-110032**

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



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[www.bsedelhi.com](http://www.bsedelhi.com). In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

## 1.2 POINTS TO BE NOTED

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

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

1.2.3 Tender document consists of the following:

- Request For Quotation
- Instructions To Bidder
- General Terms & Conditions
- Estimated Tender Cost
- Tentative Pattern of Energy Meter Installation
- Price Format
- Bid Form
- Performa Of Contract Performance Bank Guarantee
- Format For EMD Bank Guarantee

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 Contract / Work orders. Tender will be summarily rejected if:

- If **Earnest Money Deposit (EMD)** of requisite amount as per clause 8.02 of section II, is not deposited in shape of Bank Draft/Pay Order/FDR/BG drawn in favour of **BSES Yamuna Power Ltd**, payable at Delhi.
- Tender document is downloaded from website and tender fee is not submitted.
- If Tender is received after due date and time.

1.2.6 It is compulsory for the bidder to quote for each part of Price Format.

1.2.7 Please note that abnormally higher or abnormally lower bids shall not be considered w.r.t. Estimated cost

## 1.3 QUALIFYING 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 and Management has a right to disqualify those bidders who do not meet these requirements.

- The bidder should have following experience:-
  1. Project execution or maintenance work for electrical (11KV or above) work in any power distribution utilities / SEB's/ Discoms / other govt. organizations in each year of last three financial years (FY 14-15, 15-16 & 16-17).
  2. Energy meter installation work (up to 11KV) in any power distribution utilities / SEB's/ Discoms / other govt. organizations of minimum three months in each last two financial year (FY 15-16 & 16-17).
- Preference will be given to those bidders who are having the exclusive experience in Energy Meter Installation in Delhi / NCR area.
- The bidder should enclose performance certificates in support of relevant experience.
- Bidder must provide proof of having average annual turnover of Rs.2 Crore or above during the last two financial years. (FY 15-16 & 16-17)
- Bidder should have valid Registration No. of GST
- Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration
- 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.
- Bidder should provide an undertaking that he is not debarred/ blacklisted in any other utilities, SEB's, PSU's in India. Firms who are debarred/ blacklisted will not be considered.

**Please Note:-** 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.

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

## **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 & Materials Dept.**

**BSES Yamuna Power Limited**

**III Floor, "A" Block, Shakti Kiran Building,**

**Karkardooma, New Delhi-110032.**

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

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1180/-(including GST) 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 VI**

### **TIME SCHEDULE**

The bidders should complete the following within the dates specified as under:

S.No.	Steps	Comprising of	Due Date
1	<b>Pre-Bid Meeting</b>	All Queries (Technical) related to RFQ	10/11/2017 at 15:00 Hrs
2	<b>PART A (Technical and Commercial Bid)</b>	EMD of requisite amount, non-refundable demand draft for Rs. 1180/-(including GST) 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	24/11/2017 upto 14:30 Hrs
3	<b>PART B (Financial Bid)</b>	Price strictly in the Format enclosed <b>(Section VI)</b>	Successful bidders will be intimated through website

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 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

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

may deem relevant.

- The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

### 1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the market place rules or engage in behaviour 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 honour 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 honour these confidentiality provisions will be excluded from participating in future bidding events.

### 1.5 Contact Information

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Head (MMG), BYPL Copy to : Head (C&M)	Head (C&M) BYPL
<b>Address</b>	MMG Dept 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**

#### **A. GENERAL**

BSES Yamuna Power Ltd, hereinafter referred to as “The Company“ is desirous of awarding

**“AWARD OF RATE CONTRACT FOR SINGLE /POLY PHASE METER INSTALLATION WORK (MMG) IN BYPL”**

#### **1.0 SCOPE OF WORK**

The scope of work shall include Meter Installation Work in BYPL.

#### **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).

#### **3.0 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

**SECTION- I Request for Quotation****SECTION- II Instructions to Bidder****SECTION-III General Terms & Conditions****SECTION- IV Estimated Tender Cost****SECTION-V Tentative Pattern of Energy Meter Installation****SECTION-VI Price Format****SECTION -VII Bid Form****SECTION -VIII Performa of Contract Performance Bank Guarantee****SECTION -IX Format for EMD Bank Guarantee**

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

**5.0 AMENDMENT OF BIDDING DOCUMENTS**

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

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

5.03 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 BID FORM**

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

## **8.0 BID PRICES**

8.01 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.**

### **8.02 EMD**

Pursuant to Clause 7.0 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 scheduled bank in favour of BSES Yamuna Power Limited valid for 3 (Three) months after last date of receipt of tenders.

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 Contract Order, or
- (ii) Furnish the required performance security BG.

## **9.0 BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

## **10.0 PERIOD OF VALIDITY OF BIDS**

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



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10.02 Notwithstanding Clause 10.01 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

## **11.0 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.

## **12.0 FORMAT AND SIGNING OF BID**

12.01 The original Bid Form and accompanying documents (as specified in Clause 7.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 14.0 and 15.0.

12.02 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.

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

12.04 Bid shall be signed with stamp by the bidder on all the pages

## **D. SUBMISSION OF BIDS**

### **13.0 SEALING AND MARKING OF BIDS**

13.01 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.

13.02 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".

13.03 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.

### **14.0 DEADLINE FOR SUBMISSION OF BIDS**

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



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

### **15.1 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.

### **15.2 LATE BIDS**

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

### **16.0 MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **E. EVALUATION OF BID**

### **17.0 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.

### **18.0 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.

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

19.01 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.

19.02 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.

19.03 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.

19.04 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.

## **20.0 EVALUATION AND COMPARISON OF BIDS**

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

20.02 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.

20.03 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.

20.04 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**

### **21.0 CONTACTING THE COMPANY**

21.01 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.

21.02 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.

### **22.0 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



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affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

### **23.0 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.

### **24.0 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.

### **25.0 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.

### **26.0 CORRUPT OR FRADULENT PRACTICES**

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

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

**"Corrupt practice"** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and **"Fraudulent practice"** means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

### SECTION-III

## **GENERAL TERMS & CONDITIONS**

BSES Yamuna Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network in East and Central Circles of Delhi.

Whereas the COMPANY is desirous of engaging a third party and wants to assign the **work for Single/Poly Phase Meter Installation (MMG)** covered under the area of BYPL.

The following terms shall have the following meanings:

1.0 Company: means BSES YPL a company incorporated under the Companies Act 1956 and having its office at Shakti Kiran Building, Karkardooma, New Delhi-110032, which expression shall include its authorized representatives, agents, successors and assigns.

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

1.2 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.

1.3 Specifications: means the technical specifications relating to and description of the jobs to be performed by Contractor under this Work Order, including all other particulars set out specifically in this Work Order or that may be implied to the nature of jobs to be performed by Contractor under this Work Order.

1.4 Rate: means the rate payable by the Company to the Contractor for the due complete and proper performance of the jobs covered under this Work Order.

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

1.6 Engineer-in-charge: The term Engineer In Charge shall mean the Company's nominated representative for the purpose of carrying out the work. For this work order Engineer In Charge shall be as under:

For Bill quantity & quality verification, Engineer-in-charge shall be division Head & For Meter punching certification, Engineer-in-charge shall be Head (MMG)-BYPL.

### **2.0 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 Contract.



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 Contract 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 The Appendices annexed to this Contract form an integral part of this Contract and will be of full force and effect as though they were expressly set out in the body of the Contract.

2.5 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;

2.6 The terms hereof, herein, hereby, hereto and derivative or similar words refer to this entire Contract;

## **INSTRUCTIONS TO CONTRACTORS**

### **1.0 SCOPE OF WORK:**

Contractor's Scope of work: The Scope of Work shall be as follows

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

1.2 Perform the installation of New Electronic Meters in accordance and full compliance with the procedures and specifications. The Schedule of Rate is as per Annexure. Contractor has to complete the work in totality as per the instruction of Engineer In Charge and payment will be made on the basis of actual execution.

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

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

1.5 Loading, unloading & transporting of all surplus and old materials from Contractors/ District Central Store to BYPL circle store will be taken care by contractor.

1.6 Perform functions required for the Fixing, Wiring, installation and Commissioning of New meters/ replacing of Old existing Electro Mechanical/Electronic Meters at the premises of the Company consumers at the Site always in accordance and full compliance with the procedures, standards and specifications.

2.0 Meter Installation Process and Activity/Responsibility of contractor and Company will be as per attached Annexure-B.

### **3.0 Responsibility of contractor:**

3.1 The Contractor shall be solely liable and responsible for

3.1.1 Any loss of or damage to any Goods; to be read in conjunction with insurance clause no.15.5

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

3.1.3 Reconcile all material issued to contractor with engineer-in-charge on daily basis.

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

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

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

3.1.7 Contractor shall submit Meter Change Report along with new/old materials on daily basis to respective Division office. Summary of meter change report & old meter return docket on monthly basis.

3.1.8 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.

3.1.9 Return /deposit the old meters, meter box & other material from Customer premises to our stores/office.

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

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

3.2.2 Appoint Engineers/supervisor to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with BYPL. Such Engineer/ supervisor shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.

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

3.2.4 Contractor shall submit identity cards of his employees engaged in the work to Company. The Identity cards have to be submitted to the company within seven days of placement of order

for necessary certification by the company. All identity card will be certified by the company circle manager/HR Cell.

3.2.5 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.

3.2.6 Make all payments and contributions if any which may have to be made in regard to the workmen employed by the contractor in relation to wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify BYPL against such payments.

3.2.7 The Contractor shall provide necessary first aid and reasonable hygiene facilities for all his employees, representatives and workmen working at the site. Enough number of Contractors personnel shall be trained in administering the first aid.

3.2.8 The Contractor shall be solely responsible for the safety, adequacy and efficiency of tools and plants and his erection methods.

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

3.3.0 Collect old Meter, Meter box removed during day. These materials recovered from site on each day should be deposited in the designated BYPL Stores same day evening along with proof of MCR and unused new/old meters.

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

3.3.2 Contractor shall be responsible for taking clear Digital Photographs of all the energy meters at consumer premises after installation and proper sealing. For this contractor shall organize necessary jigs and fixtures to enable visibility of meter no. and other required details.

Digital photo of each meter shall be suitably archived in soft copy against each consumer/meter and shall be submitting in BSES office to upload the same in EDMS.

3.3.3 Contractor will authorize their designated persons for issuing & returning of materials.

3.3.4 Use of Anchor /Slotted angle: To improve the quality and for proper sagging of LT cables, use anchor/slotted angle in meter installation work as per site requirement.

3.3.5 Return the scrap material to store: Contractor will provide his vehicle for returning the scrap materials to store etc.

#### **4. COMPANY'S SCOPE OF WORK:**

4.1 Company shall provide in advance the list of consumers containing for the meters to be installed/replaced on daily basis.

4.2 Accept old meters, meters boxes & other materials in the respective circle/division stores between 0900 Hrs to 1900 Hrs on daily basis. However the timings can be extended as per the requirement of work.

Company shall issue following material free of cost as per site requirement on daily basis to be used in scope of work;

- A. Meter with terminal cover
- B. Meter box
- C. Cable
- D. Seals with sealing wire
- E. Junction boxes
- F. Distribution boxes (Bus bar chambers)
- G. MCR books
- H. Cable glands
- I. Earth Bus Bar & any other material required to complete the job.

4.3 The contractor can approach the company for authorization letter, if required for installation of meter at site & the company shall issue the same.

4.4 The contractor shall furnish Electrical Contractor License before taking up any electrical installation work.

## **5. EXECUTION PROGRAM AND CO-ORDINATION PROCEDURE:**

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

5.2 Company Representative may accompany the Contractors personnel during installation for ensuring access to Site, sealing of Meters and Metering Box and for proper quality.

5.3 The Contractor shall submit to the Company's representative at Site a report that sets out in detail the jobs carried out. The Company's representative at Site shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Contractor, certify the same. In case the Company's representative is of the view that modifications/corrections need to be carried out Contractor shall immediately carry out the said modifications/ corrections without being compensated for expenses incurred, if any, by Contractor for such modifications / corrections. The Engineer In Charge shall certify the report within 3 days after its submission.

5.4 On satisfactory completion of above the Company's representative shall inspect the site and certify the completion on measurement sheet/MCR.

## **6.0 CONTRACT VALIDITY:**

Contract shall remain valid for one year from the date of award. 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.

**7.0 TAXES & DUTIES**

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

Goods & Service Tax shall be paid extra at actual on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws.

**8.0 QUANTITY VARIATION:**

8.1 The contract is on Unit Rate basis.

8.2 BYPL reserves the right to award part or whole of the work to any other party in the interest of work or in the interest of the public to ensure the expeditious completion of work so as to make regular and uninterrupted power supply to its consumers.

**9.0 RATE ESCALATION:**

The above prices are firm. No escalation and variation shall be allowed for the schedule of activity mentioned in Annexure.

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 set out above . In the event that Contractor is at any time in material breach of any provision of this Contract, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract 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 Contract.

**10.0 TIME ESSENCE OF CONTRACT:**

Time is the essence of the contract and the contractor shall be responsible for performance of his works in accordance with the specified construction schedule. if at any time, the contractor is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule and shall communicate such actions in writing to employer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the time-lines/ Schedules specified herein as per clause no. 6.0 and/or as may be instructed by the Company from time to time.

**11.0 PERIOD OF MOBILISATION:**

Contractor shall mobilize its resources to carry out the jobs under this Contract within 7 days from the date of this Work Order.

## **12.0 PAYMENT TERMS:**

12.1 Contractor shall raise correct running bills monthly for the jobs performed under awarded Work Order.

12.2 The contractor shall submit following documents for claiming payment to Engineer In-charge:

12.2.1 Monthly Invoice,

12.2.2 Material Reconciliation statement and any shortfall in material shall be recovered from the bills/reimbursed by you.

12.2.3 Meter installation/replacement reports/Progress Chart & measurement sheet with relevant documents.

12.2.4 Contractor shall submit a soft copy of Meter Replacement Data Monthly to the Circle office/Data Centre for verification and Certification of punching and submit the report with bill.

12.3 90% Payment within 30 days against Running Bill to be submitted on monthly basis along with requisite documents.

12.4 Balance 10% payment shall be retained as an guarantee against performance of workmanship/work done and shall be released to the Contractor after 90 days on submission of "satisfactory performance certificate" from the Head MMG

12.5 BYPL shall make payments of the bills either by crossed cheque; or by electronic transfer directly to Contractors designated bank account, at BYPL sole option.

12.6 Payment shall be released after Tax deduction at Source (TDS) as per the prevailing rules & TDS certificates shall be issued to the contractor.

## **13.0 HUMAN RESOURCE ISSUES:**

i] The contractor would execute these works through their own resources.

ii] The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also, the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

iii] The contractor shall issue Identity Cards to their employees deployed for execution of the assigned works. No employee will work without I-Card.

iv] The contractor to deploy their manpower immediately for carrying out the work as specified above.

v) The contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the execution of the contract. At no point of time during

the execution of contract, the contractor's employees shall insist upon the company for employment, wages, and allowances or any other related matter, payment etc.

vi) The contractor shall not deploy the manpower below the age of 18 years.

vii) The contractor shall not deploy the female manpower between 7 pm to 6 am

viii) The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the company indemnified against all losses , damages and claims arising thereof . The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

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

x) The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the company at site. The company shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if

in the opinion of the company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.

xi) The contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following

- has paid the Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).

- deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

xii) The contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the Engineer in-charge/HR Cell immediately in writing.

xiii) The company reserves the right to demand the contractor's services on holidays as well as beyond the normal working hours.

xiv) The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the company's interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.

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

xvi) The contractor's employees shall not be treated as company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the company's employees shall not be applicable to contractor's employees. If due to any reasons whatsoever the company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xvii) The contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

- a) The Child Labour (Prohibition and Regulation) Act, 1986.
- b) The Contract Labour (Regulation and Abolition) Act, 1970.
- c) The Employees Pension Scheme, 1995.
- d) The Employees Provident Funds and miscellaneous provisions Act, 1952.
- e) The Employees State Insurance Act, 1948.
- f) The Equal Remuneration Act 1976.
- g) The Industrial Disputes Act, 1947.
- h) The Maternity Benefit Act 1961.
- i) The Minimum Wages Act, 1948.
- j) The Payment of Bonus Act, 1965.
- k) The Payment of Gratuity Act, 1972.
- l) The payment of Wages Act, 1936.
- m) The Delhi Shops & Establishment Act, 1954.
- n) The Workmens Compensation Act. 1923.
- o) The Employers Liability Act, 1938.
- p) Building & other Construction Worker Welfare Cess Act 1996
- q) The Building & other Construction Workers (Regulation of Employment & Conditions of services) Act 1996.
- r) Public Liability Insurance Act 1991.
- s) Fatal Accident Act, 1855
- t) The Personal Injuries (Compensation Insurance) Act 1963.
- u) Weekly Holidays Act 1942



v) Central Electricity Authority (Measures relating to safety & electric supply) Regulation, 2010

xviii) Employees not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

#### **14.0 STATUTORY OBLIGATIONS:**

14.1 The Contractor shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, 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.

14.2 The Contractor shall, prior to commencement of the jobs under this Contract, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.

14.3 The detailed list of statutory requirements is attached as Annexure-C.

#### **15.0 INSURANCE**

15.1 The Contractor shall take out a comprehensive insurance policy under the Workman Compensation Act to cover such workers, who will be engaged to undertake the jobs covered under this Work Order and a copy of this insurance policy will be given to Company solely for its information, reference and records. The Contractor shall ensure that such insurance policies are kept valid at all times.

15.2 The Contractor shall keep the Company indemnified at all times, against all claims that may arise under this Contract, including claims of compensation under the provisions of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being in force by any workman engaged by the Contractor/sub-Contractor/sub-agent in carrying out the job involved under this order and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.

15.3 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 sums payable by the Contractor under the provisions of this clause.

15.4 Nothing contained in this Contract, shall establish any relationship of any kind between the Company on the one hand and the employees, workmen and labourers, of any kind whatsoever of the Contractor on the other hand.

15.5 Though BYPL shall be arranging for storage cum erection policy, in the event of any loss or damage to the goods, the contractor shall act immediately as though it has directly taken the insurance cover and accordingly, shall (i) immediately intimate such loss or damage to concern authorities and BYPL and (ii) shall immediately proceed for the documentation work i.e. lodging FIR , other required documentation to put forth the claim to insurance company

## **16.0 DOCUMENTATION:**

16.1 The Contractor shall submit the following documents to BYPL prior to commencement of the Services.

16.2 Copy of the document certifying allotment of PF code number by RPFC office.

16.3 Copy of receipt/ insurance policy obtained to comply with the provision of the Workman compensation Act, 1923.

16.4 Or Copy of receipt/ insurance policy obtained to comply with the provision of the Employees State Insurance Act 1948.

16.5 Licenses required under the Electricity Act,

16.6 Nothing contained herein shall limit the nature of documents that Company may require the Contractor to submit to the Company. After verification of the above stated documents, entry permits for the Contractor's personnel shall be issued.

## **17.0 SAFETY CODE:**

17.1 The Contractor shall, throughout the execution and completion of the works, take adequate precautions and safety measures to ensure safety and security of all persons on the Site including his employees and the public.

The Contractor shall ensure that:

17.1.0 Safety measures are taken to prevent danger and avoid accidents from electrical HT/LT line;

17.1.1 No materials on any site is so stacked or placed as to cause danger or inconvenience to any person or the public;

17.1.2 Necessary fencing and lights are to be provided to protect the public from accidents.

17.2.0 The Contractor hereby agrees to bear all expenses incurred for the defence of any suit, action and / or other proceedings that may be brought by any person for any injury sustained owing to neglect of the above precautions and to pay the damages and cost which may be awarded in any such suit, action or proceeding to any such person and to pay any settlement that may be payable to compromise any such claim.

Any damage to property/ appliances/ life caused during such replacement work due to poor workmanship or any other reason shall be borne by the contractor.

17.3.0 Contractor shall ensure that all necessary equipment shall be provided and all necessary steps shall be taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first aid / treatment of all injuries likely to be sustained during the course of the work.

17.4.0 The safety provisions shall be brought to the notice of all concerned by display on notice board at a prominent place at work spot. The persons responsible for ensuring compliance with

such safety provisions shall be named therein by the Contractor. BYPL shall be entitled to conduct periodic inspections of the safety measures and the instruments / equipment. Contractor shall replace / repair the damaged equipments, as directed by BYPL and on the Contractors failure / delay in executing such instructions BYPL shall be entitled to replace / repair the equipment itself and the Contractor shall reimburse BYPL any costs incurred for repair / replacement.

17.5.0 BYPL shall be entitled to inspect / check and test the safety precautions taken by the Contractor and the rules and regulations in that regard, to ensure that such rules and regulations and safety precautions / arrangements are adequate. Such inspection shall be conducted by the Engineer In charge (Zones / Receiving Station.) or his representative and the Inspecting officer.

17.6.0 On the occurrence of any accident, fatal or otherwise, the Contractor shall promptly submit a detailed report regarding the accident to the Engineer in Charge and file an FIR to the nearest Police Station. The Contractor shall at all times during execution of the work keep BYPL fully indemnified against all risks, claims, litigations and financial burdens arising out of any accidents.

17.7.0 Notwithstanding the above, the Contractor is not exempted from provision of other act or rules in force.

## **18.0 ASSIGNMENT**

This Contract 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 Contract to its Affiliates, without the prior written consent of Contractor. In the event this Contract is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the terms and conditions of this Contract and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Contract.

## **19.0 INSPECTION & QUALITY CONTROL:**

19.1 Inspection shall be performed by an Engineer in charge/ authorized person, appointed by BYPL Engineer appointed by the company.

19.2 The contractor at his sole expenses shall correct defective work.

19.3 Such certification needs to be done / completed immediately after completion of work and sent to respective office / zones / District HO within (3 ) working days.

## **20.0 PENALTY:**

20.1 Penalty Rs.1000/- per case per day for the delay execution from the targeted date/time line. Extension shall be granted in respect of the following cases and no LD shall be levied: -

20.1.1 Non issue of material by Company,

20.1.2 Non availability of material to be issued by company

20.1.3 Disturbance & violence in the area,

20.1.4 Consumer refused to co-operate for meter installation.

20.1.5 Consumer premises locked / consumer not available at site.

- However the intimation, with reason for non-execution to be given to division incharge.

20.2 Penalty for Misconduct:

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

20.3 Penalty for No I-Card/Resume:

A penalty of Rs. 500/- shall be levied on contractor for every incident whenever employees found without I-card. / Loss of I-card.

20.4 Penalty for Non Submission of Bills with documents:

Contractor will raise invoice once in a month & Maximum 30 days will be given for submission of invoices to finance. (15 days to contractor+15 days for invoice verifications).

A penalty of 2% will be imposed for delay of every week up to maximum deduction of 10%.

20.5 Penalty for Damage/Loss of Meters

20.5.1 In case of any loss or damage of Meter issued by company or removed from the Consumer premises a penalty shall be levied as

For single phase meter: Rs. 10000/ Meter

For Three phase Meter: Rs. 15000/Meter

Any loss of meter/material should be supported by FIR with local police

20.6 Penalty for Improper Installation of Meters

Contractor shall perform the installation of meter and service line in accordance with the procedures and specifications of BYPL. A Penalty of Rs. 500/- per single phase meter and Rs 1000/- per three phase meter shall be levied on contractor for improper installation of meter.

20.7 Penalty for not providing the Photo

A penalty of Rs 100 per case shall be levied on contractor for not providing the Photo of Meter installed/Replaced.

20.8 Absence of van without Information OR non-providing the vehicle for timely return of scrap--Rs.1000 per day per incident

20.9 Inadequate tools--Rs.500 per occurrence

20.10 In case of meter installation/replacement if any wrong information (e.g. CA no., meter no, date of installation, wrong reading etc) written by contractor on MCR - Rs 500/MCR

20.11 A penalty of Rs. 500/- per meter seal shall be levied on contractor for loss of meter seal.

## **21.0 LIQUIDATED DAMAGES:**

The parties agree that the above amounts, including the amounts set out in the provisions relating to penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by Contractor of the terms of this Contract. The Company shall be entitled to set off the entire amounts due from the Contractor against the Rates payable by Company to the Contractor.

## **22.0 GOVERNING LAW AND ARBITRATION:**

22.1 Governing Law.

This Work Order shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

### **22.2 Dispute Resolution Mechanism**

22.2.1 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 Contract shall be settled by a sole arbitrator to be nominated and appointed by BYPL.

22.2.2 The arbitrator shall be of BYPL The award of the arbitrator shall be final and binding on the parties to the Contract.

22.2.3 For all other matters as not specified in Clause 23.0 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.

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

22.3 Amendment



Yamuna Power Limited

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 the BYPL.

### **23.0 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) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

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.

### **24.0. Representation, Warranties and Guarantees.**

24.1 The Contractor hereby represents and warrants that:

24.2 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;

24.3 The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;

24.4 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 the Company the Services as contemplated in this Contract;

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

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

24.7 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, and in any event, in accordance with the Annexure to this contract.

24.8 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;

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

24.10 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

## **25. SECRECY**

25.1 The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

25.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

25.3 In the event of any breach of this provision, the Contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

25.4 The Contractor shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

25.5 The Contractor hereby covenant that the Contractor shall be responsible for theft if any committed by his staff and the contractor shall indemnify from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non observance by the contractor of any of the terms and conditions of this contract. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this contract as it may consider necessary or desirable and shall be entitled to recover from the contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

## **26.0 INDEMNIFICATION**

The Contractor shall indemnify at all times the Company and hold harmless all directors and employees of the Company against any claims, law suits or damages occurring as a result of the award of this contract or due to the operation, maintenance and administration of this contract and

against costs and expenses, if any incurred by us in connection therewith and prejudice to make any recovery.

## **27.0 NON-EXCLUSIVITY**

The award of this order to the Contractor shall not preclude the Company from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Company at its discretion places the order on any other party.

## **28.0 TERMINATION**

The order can be terminated by the Company before the expiry of its term under the following conditions:

28.1 The Contractor fails to install the meters as per requirement of the Company.

28.2 The Contractor fails to install the meters as per procedure mentioned here with;

28.3 It is found by the Company that the Contractor has intentionally manipulated the meter installation or corrupted the data, or disclosed any of the contents of the details to any third party.

28.4 The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;

28.5 The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or innovates any of its obligations in contravention to the provisions of this order.

28.6 The Contractor breaches the Secrecy Clause.

28.7 The contractor is unable to achieve the requisite standard of performance as per terms mentioned in the ANNEXURE- D. The basis and process is described in ANNEXURE-D.

28.8 If at any stage during the tenure of the work order , Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any consumer or to give bribe official/staff or misuse or abuse any meter of the Company.

28.9 The Company shall be entitled to deduct from any money due or to become due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses connection with any claims there to and the Contractor shall abide by the decision of the Company as to the sum payable by the Contractor under the provision of this clause.

28.10 BSES reserve the right to blacklist you for a period of 2 years in case of unsatisfactory work or non-compliance with any of the above stated terms and 3 years in case of serious complaints, during the period no review shall be entertained.

28.11 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.



28.12 Contractor has to furnish following documents within 07 days from the date of issue of Work Order:

- a) Copy of Electrical contractor/Supervisory Licence
- b) ESI registration copy
- c) PF registration copy
- d) GST registration copy
- e) PAN No.

## **29.0 CONTRACT PERFORMANCE SECURITY BANK GUARANTEE:**

29.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Annexure VIII) within 1 month from the date of issue of Order for due performance of the provisions of Contract.

29.2 The Security Performance Bank Guarantee shall be of 5% of the total value of contract and shall be valid for 12 months, plus three (3) months towards claim period.

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

29.4 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.

29.5 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.

## **30.0 PROPER AVAILABILITY OF T&P:**

The contractor shall provide T&P to their staff as mentioned in APPENDIX- I. The contractor will provide all tools in the beginning of contract and will ensure the proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of standard make only. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis.

## **31. SUB-CONTRACTING / SUBLETTING:**

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

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

### **32. 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, suitable action will be taken as deemed fit by management.

### **33. 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.

### **34. EFFECTIVE DATE AND VALIDITY:**

Contract shall remain valid for one year from the date of award. 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

### **35. 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"> <li>• With 4 Point Fas Trac Ratchet Suspension sewn headband</li> <li>• Textile straps made from polyester Suspension</li> <li>• point fixing: good positioning, ...stability, better air circulation due to ...limited contact areas with the head</li> <li>• Easy clean sweatband</li> </ul>
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

**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
<b>ENERGY ABSORBING FORKED LANYARDS :</b>	
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 trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55 <sup>0</sup> 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

**6.2.4.5Electrical 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

## 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.....

**36. INSURANCE POLICY FOR LIFE COVER:**

Contractor must take Life Insurance Policy for 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. 7 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents). The Premium amount for such life cover policy shall be reimbursed at actual to the Contractor by the Company as mutually agreed.

**37. 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.bsedelhi.com](http://www.bsedelhi.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.

**38. IMPLEMENTATION OF PERFORMANCE INCENTIVE/PENALTY SCHEME:**

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

**39. ACCEPTANCE OF ORDER**

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.

Kindly sign and stamp every page of the duplicate copy of this service contract including all it Annexure as token of your final and unconditional acceptance of this order and return it to our office for our record.

**ANNEXURE - A****Terms & Conditions related to induction of Vans/vehicle**

-The contractor shall deploy Maruti vans 8 seater along with driver for each meter installation team engaged in new connections, Burnt/faulty meters replacement, resealing, reconnection, MRO etc. Deployment of "Van" is compulsory. However if Contractor is working in any restricted Area then Contractor can use Hand- Cart (Rikshya) only with consent of Division In charge to execute daily work.

-Each Maruti Van shall accommodate adequate manpower of contractor along with BYPL representative on a continuous basis for executing jobs as stated in order.

-The contractor shall arrange transportation of meters, materials, tools and tackles and other associated items to site for meter installation teams engaged in new connections, burnt/faulty meters replacement, resealing, reconnection, MRO etc.

-The vehicle deployed by contractor for meter installation activities must be in good condition and fitness will be certified by site in charge on regular basis for further continuation of that vehicle.

- The vehicle used in execution should be commercial vehicle and not be more than 5 years old.

-Mobile phone must be available with each van/team.

-Fuel expenses, maintenance & other charges (licensing etc.) to be borne by the contractor

-Adequate tools to be provided with each van separately

-No. of Vans can be changed by giving a prior notice of at least 3 days

-Strict attendance is required for each van according to the time decided by the planning team.

-In case of any fault in operation of the van, alternate arrangement to be made by the contractor within 1 hr.

**ANNEXURE-B**

**Activity / Responsibility**

- Allocation of job and execution plan to the Contractors on daily basis by MMG Div. in charge.
- Issuance of meter and other items against Job (Consumer K No) by MMG Div. in charge.
- Allocation of exceptional List if any pending or priority works to be done by MMG Div. in charge.
- Kit preparation in poly bag against the consumer CA number as per requirement - Store Manager
- Allotment of meter and seal against division in SAP. - Store in-charge
- Issuance of meters kits, loose meters as per division requirement, seals and other associated materials to division as per their requirement – Store-in-Charge.
- Finalization of contractor team and loading of material in vehicle by Division coordinator under MMG Div. In charge.
- Execution of installation as per list at site by Contractor team under Execution engineer
- Sealing of old meter in gunny bag and giving meter testing letter to consumer by Execution team
- Return of MCR, unused meters/kits and old meter same evening by Contractor team/execution team.
- Reconciliation of old returned meters and unused new meter kits by MMG Div. In charge.
- MCR punching and data updation in SAP by punching team - Circle Coordinator (MMG).

**Note:**

1. The kit should have all essential items - Meters, gland, MCR. However few loose meters and other associated material to be issued to division as per their requirement.
2. Disciplined conduct by the contractor is a must. This includes control of ID card, Tools & tackles, Safety equipments, timely report of team, etc.
3. Each MMG circle team will have 1~2 Emergency teams for unscheduled work.
4. Updated SAP entry, MCR entries and daily stock reconciliation is must.
- 5.. Payment to contractor will be on a per job basis.

**ANNEXURE- C**

**STATUTARY REQUIREMENT**

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

- " Certificate of registration under Contract labour (R & A) Act 1970.
- " PF Code No. and all employees to have PF A/c No. under PF Act, 1952
- " All employees to have a temporary or permanent ESI Card as per ESI Act. or Suitable Medclaim Policy with family floater.
- " ESI Registration No.
- " To follow Minimum Wages Act prevailing in the state.
- " Has paid the Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).
- " To maintain Wage cum Attendance Register.
- " To maintain First Aid Box at Site.
- " GST registration number.
- " Electrical License.
- " Workmen compensation policy.
- " Third party Insurance Policy.
- " PAN number.
- " 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.).
- " Group personal accident policy with life cover for all employee's (minimum of Rs. 7 lac)
- " The CONTRACTOR shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
  - (I) Has paid minimum wages to his manpower.

(II) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.

**ANNEXURE-D****KEY PERFORMANCE INDICATORS FOR MMG WORK (KPI)**

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

**A)Operational Performance (Total Score Weightage – 85)****1. Parameter - New Connection Cases (ZDIN-T01)**

Evaluation Criteria – Execution of New Connection (ZDIN-T01) cases within DERC time line.

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i) 100% cases within DERC Timeline – 10 points
- (ii) Any case beyond DERC timeline – 0 points

Remarks – NIL

**2. Parameter – Meter Reconnection Cases (ZDIN-T02)**

Evaluation Criteria – Execution of Meter Reconnection (ZDIN-T02) cases within DERC time line

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i) 100% cases within DERC Timeline – 10 points
- (ii) Any case beyond DERC timeline – 0 points

Remarks – NIL

**3. Parameter – Burnt Meter Replacement Cases (ZDRP-E02)**

Evaluation Criteria – Execution of Burnt Meter Replacement (ZDRP-E02) cases within DERC time line

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i) 100% cases within DERC Timeline – 10 points
- (iii) Any case beyond DERC timeline – 0 points

Remarks – NIL

**4. Parameter – Meter Resealing Cases (ZDIV-I08)**



Evaluation Criteria – Execution of Meter Resealing (ZDIV-I08) cases within DERC time line

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i) 100% cases within DERC Timeline – 10 points
- (ii) Any case beyond DERC timeline – 0 points

Remarks – MIS through Sap to be developed

## 5. Parameter – Meter Removal Cases (ZDRM-R01)

Evaluation Criteria – Execution of Meter Removal (ZDRM-R01) cases within MMG time line & DERC time line

Information Source – SAP- ISU

Score Weightage – 5

Score Assignment:

- (i) 100% cases within DERC Timeline – 10 points
- (ii) Any case beyond DERC timeline – 0 points

Remarks – NIL

## 6. Parameter – Meter SAP Gap (Meter Reconciliation)

Evaluation Criteria – Discrepancies in meter reconciliation

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i) 100% reconciliation by 15th of next month– 10 points
- (ii) 100% reconciliation by 25th of next month– 5 points
- (iii) Any case beyond 25th of next month – 0 points

Remarks – Data for -1 month to be used

## 7. Parameter – % of execution in 1st visit

### 7.1 Parameter - 1st visit closure of New Connection

Evaluation Criteria – 1st visit closure % of New Connection

Information Source – SAP- ISU

Score Weightage – 10

Score Assignment:

- (i)  $\geq 95\%$  &  $\leq 100\%$  cases– 10 points

(ii)  $\geq 90\%$  &  $< 95\%$  cases- 5 points

(iii)  $< 90\%$  cases– 0 points

Remarks – NIL

## 7.2 Parameter - 1st visit closure of Reconnection

Evaluation Criteria – 1st visit closure % of Reconnection

Information Source – SAP- ISU

Score Weightage – 5

Score Assignment:

(i)  $\geq 95\%$  &  $\leq 100\%$  cases– 10 points

(ii)  $\geq 90\%$  &  $< 95\%$  cases- 5 points

(iii)  $< 90\%$  cases– 0 points

Remarks – NIL

## 7.3 Parameter - 1st visit closure of Burnt Meter

Evaluation Criteria – 1st visit closure % of Burnt Meter

Information Source – SAP- ISU

Score Weightage – 5

Score Assignment:

(i)  $\geq 95\%$  &  $\leq 100\%$  cases– 10 points

(ii)  $\geq 90\%$  &  $< 95\%$  cases- 5 points

(iii)  $< 90\%$  cases– 0 points

Remarks – NIL

## 8. Parameter - Quality Control

Evaluation Criteria – 30 cases to be checked by Division In charge in a month

Information Source – MMG Division Coordinator

Score Weightage – 10

Score Assignment:

(i)  $\geq 95\%$  &  $\leq 100\%$  ok cases– 10 points

(ii)  $\geq 90\%$  &  $< 95\%$  ok cases- 5 points

(iii)  $< 90\%$  ok cases– 0 points

Remarks – NIL

## **B) Enabler for Contract Performance (Total Score Weightage – 15)**

1. Parameter – Use and verification of safety gears (gloves, helmets, safety belts etc.) tools and i-cards.

Evaluation Criteria –Division In charge to check on monthly basis. 20 cases to be checked in a month.

Information Source – Inspection Reports by MMG Division Coordinator

Score Weightage – 10

Score Assignment:

- (i) 100%– 10 points
- (ii)  $\geq 90\%$  and  $< 100\%$  – 5 points
- (iii)  $< 90\%$  - 0 points

Remarks – NIL

2. Parameter – Availability of Vehicles

Evaluation Criteria – Reporting time of vehicle

Information Source – Inspection Reports by MMG Division Coordinator

Score Weightage – 5

Score Assignment:

- (i)  $< 10\%$  of vehicles late not more than 30 minutes in a month – 10 points
- (ii)  $< 10\%$  of vehicles late not more than 60 minutes in a month– 5 points
- (iii) All other cases – 0 points

Remarks – NIL

**Total (A+B)=100**

A Weighted Average Score, which shall range between 0 to 10, shall be computed using the aforesaid weightage and score for every division/contractor every month.

BSES reserves the right to change/add to the list of existing KPI and change the basis for measurement, at any point of time during the execution of the contract. This will be communicated in writing to the contractor by the Head of the Department on mutually agreed terms.

### **C) Deduction on the basis of Performance Measurement as Measured by Weighted Average Score:**

Deduction as specified below shall be made from the monthly payment of contractor on the basis of his performance as measured by the Weighted Average Score out.

Monthly Score out of 10

More than or equal to 6 but less than 7 - Deduction of 1% on billed amount excluding levies and taxes.

More than or equal to 5 but less than 6 - Deduction of 2% on billed amount excluding levies and taxes.

Less than 5 - Deduction of 3% on billed amount excluding levies and taxes.

These deductions shall be made based on the Weighted Average Score of 2<sup>nd</sup> month onwards. Further, in order to control recurrent poor performance, an additional deduction of 2% over and above the aforesaid deductions on the billed amount excluding levies and taxes shall be made in case of fourth or subsequent instances of monthly score falling below 7. Also, in recurrent cases of poor performance, the BYPL management shall have right to terminate the contract with the contractor.

**PERFORMANCE REVIEW PROCEDURE:**

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

1. A high-level committee comprising of senior level officers of MMG and C&M will be constituted to review performance of each Division/contractor individually. Divisional-In-Charge of the concerned division will also be invited to the meeting.
2. Weighted Average Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.

**APPENDIX- I**

**LIST OF T&P REQUIRED**

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

- " Pliers
- " Screw Driver
- " Drilling Machine
- " Hacksaw (small and big)
- " Cable cutter
- " Line tester
- " PVC tape
- " Crimping tool
- " Safety gloves & Shoes
- " Hammer
- " Torch

**SECTION - IV**

**ESTIMATED TENDER COST**

S.No.	Division	Circle	Estimated billing Cost / Month (Rs.)
1	Karkarduma	South-East	519000
2	Krishna Nagar	South-East	898000
3	Laxmi Nagar	South-East	890000
4	Mayur Vihar- I&II	South-East	616000
5	Mayur Vihar -III	South-East	391000
6	GT Road	North-East	530000
7	Yamuna Vihar	North-East	1036000
8	Karawal Nagar	North-East	1186000
9	Nand Nagri	North-East	847000
10	Pahar Ganj	Central	366000
11	Darya Ganj	Central	217000
12	Chandni Chowk	Central	277000
13	Shankar Road	Central	260000
14	Patel Nagar	Central	576000

**SECTION – V**

**Tentative Pattern of Energy Meter Installation**

S.No.	Division	Apprx. qty of meter installed / Year
1	Karkarduma	6632
2	GT Road	8260
3	Krishna Nagar	16447
4	Laxmi Nagar	15349
5	Mayur Vihar I&II	10848
6	Mayur Vihar III	7660
7	Yamuna Vihar	16781
8	Karawal Nagar	19383
9	Nand Nagri	14704
10	Pahar Ganj	6709
11	Darya Ganj	4364
12	Chandni Chowk	5281
13	Shankar Road	5435
14	Patel Nagar	9016

**SECTION – VI**

**PRICE FORMAT**

SR	Service Code	Description	Uo m	Rate (Rs.)
1	Installation/ Replacement of any type of Single Phase Meter	Installation/Reinstallation/Replacement(including Load change)/Reconnection (with meter installation) for any type of Single Phase Meter (including loop connection of cable length up to 3 meters) on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like, Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to assigned BSES stores, Taking Photographs (03 photo/case) of meter installation, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job.	EA	
2	Installation/ Replacement of any type of Three Phase Meter	Installation/Reinstallation/Replacement(including Load change)/Reconnection (with meter installation) for any type of Three Phase Meter (including loop connection of cable length up to 3 meters) on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like, Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to assigned BSES stores, Taking Photographs (03 photo/case) of meter installation, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job.	EA	
3	Removal of Single Phase Meter with Service Line	Removal of Single Phase meter with box from the consumer site with service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES store, transportation of material/manpower from BSES to division store and division store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job	EA	
4	Removal of Single Phase Meter without Service Line	Removal of Single Phase meter with box from the consumer site without service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES store, transportation of material/manpower from BSES to division store and division store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job	EA	



5	Removal of Three Phase Meter with Service Line	Removal of Three Phase meter with box from the consumer site with service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES store, transportation of material/manpower from BSES to division store and division store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job	EA	
6	Removal of Three Phase Meter without Service Line	Removal of Three Phase meter with box from the consumer site without service line including return of removed old meter with/without gunny bag, material & scrap to assigned BSES store, transportation of material/manpower from BSES to division store and division store to site & vice-versa, filling up of MCRs, Lab Formats, timely submission of MCRs and any other work required to complete the job	EA	
7	Shift of any type of Single Phase Meter	Shifting of any type of Single Phase meter with/without box, with/ without service line including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, sealing of Meters / Meter Box / Bus Bar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to assigned BSES stores, Taking Photographs (03 photo/case) of meter shifting Filling up of MCRs, lab format,Quality Formats, timely submission of MCRs at MMG Circle office and any other work required to complete the job.	EA	
8	Shift of any type of Three Phase Meter	Shifting of any type of Three Phase meter with/without box, with/ without service line including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, sealing of Meters / Meter Box / Bus Bar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to assigned BSES stores, Taking Photographs (03 photo/case) of meter shifting Filling up of MCRs, lab format,Quality Formats, timely submission of MCRs at MMG Circle office and any other work required to complete the job.	EA	
9	Reconnection single phase without meter	Reconnection without meter installation for single phase connection by laying any type, size & length of service line on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like, Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Taking Photographs (03 photo/case) of meter reconnection, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job.	EA	
10	Reconnection Three phase	Reconnection without meter installation for Three phase connection by laying any type, size & length of service line on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like,	EA	

	without meter	Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Taking Photographs (03 photo/case) of meter reconnection, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job.		
11	Installation/ Replacement O/H S-Line size 2x10 & 2x25, length 4-30 meters	Installation / Replacement & fixing of O/H XLPE service line cable size 2x10 & 2x25 sq. mm for lengths 4 to 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
12	Installation/ Replacement O/H S-Line size 2x10 & 2x25, length more than 30 meters	Installation / Replacement & fixing of O/H XLPE service line cable size 2x10 & 2x25 sq. mm for lengths over 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	M	
13	Installation/ Replacement O/H S-Line size 4x25 & 4x50, length 4-30 meters	Installation / Replacement & fixing of O/H XLPE service line cable size 4x25 & 4x50, sq. mm for lengths 4 to 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
14	Installation/ Replacement O/H S-Line size 4x25 & 4x50, length more than 30 meters	Installation / Replacement & fixing of O/H XLPE service line cable size 4x25 & 4x50, sq. mm for lengths over 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	M	
15	Installation/ Replacement O/H S-Line size 3.5x95 to 3.5x300, length 4-30 meters	Installation / Replacement & fixing of O/H XLPE service line cable size 3.5x95 to 3.5x300 sq. mm for lengths 4 to 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
16	Installation/ Replacement O/H S-Line size 3.5x95 to	Installation / Replacement & fixing of O/H XLPE service line cable size 3.5x95 to 3.5x300 sq. mm for lengths over 30 Meters for energisation of service connection at consumer premises including supply and fixing of steel saddles clamp, fasteners for	M	

	3.5x300, length more than 30 meters	support of cable, transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.		
17	Installation/ Replacement U/G S-Line size 2x10 & 2x25, length 4- 30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 2x10 & 2x25 sq. mm for lengths of 4 to 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
18	Installation/ Replacement U/G S-Line size 2x10 & 2x25, length more than 30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 2x10 & 2x25 sq. mm for lengths over 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	M	
19	Installation/ Replacement U/G S-Line size 4x25 & 4x50, length 4- 30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 4x25 & 4x50 sq. mm for lengths of 4 to 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
20	Installation/ Replacement U/G S-Line size 4x25 & 4x50, length more than 30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 4x25 & 4x50 sq. mm for lengths over 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	M	
21	Installation/ Replacement U/G S-Line size 3.5x95 to 3.5x300, length 4-30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 3.5x95 to 3.5x300 sq. mm for lengths of 4 to 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	

22	Installation/ Replacement U/G S-Line size 3.5x95 to 3.5x300, length more than 30 meters	Laying (Installation /Replacement) & fixing of U/G XLPE service line cable size 3.5x95 to 3.5x300 sq. mm for lengths over 30 meters including excavation of trench, backfilling, docketing with bricks & sand, making of connections as required at site at consumer premises, inclusive of clamps & all other allied material (except cable), transportation of cable/material/manpower from BSES store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	M	
23	Installation/Replacement of 1 Ph/ 3 Ph Busbar Chamber upto 4 Con	Installation/Replacement of Single Phase / Three Phase Bus Bar Chamber up to 4 connections including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
24	Installation/Replacement of 3 Ph Busbar Chamber upto 8 Con	Installation/Replacement of Three Phase Bus Bar Chamber up to 8 connections including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store and any other work required to complete the job.	EA	
25	Removal of Service Line Single Phase Meter	Removal of service line of any type, Size and length for Single Phase meters including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store, and any other work required to complete the job.	EA	
26	Removal of Service Line Three Phase Meter	Removal of service line of any type, Size and length for Three Phase meters including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store, and any other work required to complete the job.	EA	
27	Disconnection of Consumer	Disconnection of consumer for all type of Single Phase, Three Phase & LTCT connection by disconnecting the cable of any type, size & length from the pole/feeder pillar including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store, and any other work required to complete the job.	EA	
28	Reconnection of Consumer	Reconnection of consumer for all type of Single Phase, Three Phase & LTCT connection by reconnecting the cable of any type, size & length from the pole/feeder pillar including transportation of cable/material/manpower from BSES Store to division store and division store to site & vice-versa, return of scrap to assigned BSES store, and any other work required to complete the job.	EA	
29	Reseal of Energy Meter/Meter	Resealing of any type of single phase/ three phase/LTCT Meter/Meter Box/ Busbar including transportation of material / manpower from BSES store to division store and division store	EA	

	Box/Busbar	to site & vice-versa, Filling up of MCRs and any other work required to complete the job		
30	Fixing/ Replacement of data cord in meter box	Fixing/ Replacement of data cord/communication cable in any type of meters/meter box including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, sealing of meters / meter Box, filling up of MCRs, timely submission of MCRs at MMG circle office and any other work required to complete the job	EA	
31	Survey Charge	Consumer site survey against the exception service order generated through MRDC remarks including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, filling up of site reports, timely submission of reports at MMG circle office and any other work required to complete the job.	EA	
32	Service line Anchor at consumer Side	Fixing/Installation of MS/GI Bracket Angle/ MS Bracket (L-Type) with fastener, Service Clamp Anchor at consumer end for anchoring the of service cable of all Size, including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, and any other work required to complete the job.	EA	
33	Service line Anchor at Pole Side	Fixing/Installation of GI Slotted angle with D-Clamp/ GI two line cross arm at Pole end and Service Clamp Anchor for anchoring the service cable of all Size, including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, and any other work required to complete the job.	EA	
34	Fixing of Piercing Connector	Fixing/Installation of Piercing Connection up to 300mm <sup>2</sup> size to energize the service connection of consumers including transportation of material / manpower from BSES store to division store and division store to site & vice-versa, and any other work required to complete the job.	EA	
35	Single Phase Meter replacement with Enforcement team	Installation/Replacement of any type of Single Phase Meter on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like, Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to Enforcement Team/ assigned BSES stores, Taking Photographs (03 photo/case) of meter installation, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job.	EA	

36	Three Phase Meter replacement with Enforcement team	Installation/Replacement of any type of Three Phase Meter on base plate/Meter Box/Prefitted in Box/Panel/any other way including all the activities related to installation like, Transportation of meter/cable/material/manpower from BSES Store to division store and division store to site & vice-versa, Sealing of meter/box/busbar, Earthing at both ends of supply cable ( Including Earthing material supply by contractor ), Return of scrap, material & old meter with/without gunny bags to Enforcement Team/ assigned BSES stores, Taking Photographs (03 photo/case) of meter installation, Filling up of MCRs, Lab Formats & Quality Reports, Timely submission of MCRs at MMG circle office and Any other work required to complete the job	EA	
37	Videography of Old Meter in Lab Bag	Making of video of old removed meter packing process in the bag, sealing of bag in consumer presence for testing of meters in Testing Lab and submitting of video CA/ Order No. Wise to BSES Circle office in soft copy.	EA	

**SECTION – VII**

**BID FORM**

To

Head of Department

Contracts & Material Deptt.

BSES Yamuna Power Ltd

III Floor, “A” Block, Shakti Kiran Building,

Karkardooma, New Delhi-110032.

Sir,

We understand that BYPL is desirous of carrying out ----- in it's licensed distribution network area in Delhi 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 for the sum of..... figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above Amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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.

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.

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.

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

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

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

Dated this..... day of..... 2017

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

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

(IN BLOCK CAPITALS) .....

**SECTION – VIII**

**PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee No.

Place:

Date:

**To**

BSES Yamuna Power Limited

Whereas BSES YAMUNA POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. with its Registered/ Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract); And whereas the value of the Contract is Rs. (The Contract Value).

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

And whereas the Bank under instructions from the Supplier has agreed to guarantee the due performance of the Contract. Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Values aforesaid at any time up to (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 fulfil 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 fulfilment in





Yamuna Power Limited

all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that d1e 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. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value i.e. 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 2017 at

1. For Bank

2. Signature Name Power of Attorney No:

Banker's Seal

**SECTION - IX**

**FORMAT FOR EMD BANK GUARANTEE**

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

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

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address],having our registered office at address of the registered office of the bank](herein after called the "Bank"),are bound unto BSES Yamuna Power Ltd., with it's Corporate Office at Shakti Kiran Building, karkardooma, New Delhi-110032 ,(herein after called j<sup>a</sup>the "Purchaser")in the sum of Rs----- 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 \_\_\_\_\_ 2017 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid for 3 (three) months after last date of receipt of tenders, 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**