

Tender Notification for
“PROVIDING SECURITY SERVICES IN VARIOUS OFFICES OF
BYPL”

NIT NO. CMC/BY/19-20/RB/RD/45

Due Date & Time for Submission: 24.09.2019, 15:00 HRS

BSES YAMUNA POWER LIMITED

Shakti kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 41249072 / 41247191

BSES YAMUNA POWER LIMITED

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Annexure - I
REQUEST FOR QUOTATION

1.1 GENERAL

BSES YAMUNA Power Limited invites sealed tenders in 2 envelopes for “Providing Security Services in Various Offices of BYPL” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscripted as:

“Providing Security Services in Various Offices of BYPL”

“NIT NO. CMC/BY/19-20/RB/RD/45”

- 1.01** BYPL invites sealed tenders from eligible Bidders for the above mentioned Contract (clause 1.01).

Estimated cost of Contract	: ₹ 12.50 Crs (PER YEAR)
Earnest money Deposit	: ₹ 12.50 Lacs
Cost of Tender form (Non Refundable)	: ₹ 1180/-
Completion period of the Contract	: Two year or as defined in the contract
Date & Time of Pre Bid Meeting	: 16.09.2019, 16:00 HRS At Shakti Kiran Building , Karkardooma, Delhi
Date & time of Submission of Tender	: 24.09.2019 till 15.00 HRS
Date & time of opening of Tender	: 24.09.2019 till 15.30 HRS (Opening of technical bid)

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

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

The tender papers will be issued on all Contracting days up to the date mentioned in clause 1.01. The tender Documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case Tender papers are downloaded from the above website, then the bidder also has to enclose a separate demand draft for Rs. 1180/- for cost of bid documents.

1.2 POINTS TO BE NOTED

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

- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Tenderers
 - c. Commercial Terms & conditions
 - d. Scope of Contract & specifications
 - e. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
- (i) Earnest Money Deposit (EMD) of value INR 12.50 Lacs is not deposited in shape (as per clause 9.02) drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break up towards all taxes, duties & freight.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender will be received after due date and time.

1.3 Qualification 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.

1. Bidder must have Five years experience with knowledge and experience rendering such services to the institute of large government/ corporate establishment /reputed organization and awarded with one single contract with value minimum of ₹ 1 Crores during last 3 financial year (Fy16-17, 17-18 & 18-19). Performance Certificate with order copy shall be submitted in this regard.
2. Bidders must have a valid registered in PSAR Act (Delhi), as services required in Delhi only.
3. Bidder must have executed the Contracts of like nature under single contract and having extensive Experience of carrying out similar type of Contracts.
4. Bidder should have an average "group" turnover of ₹ 20 Crores in the last three financial years (Fy16-17, 17-18 & 18-19). A certificate from a Chartered Accountant Firm to be attached with the tender along with the copy of Balance sheet pages related to the same.
5. Bidder should have valid Registration No. of GST, whichever is Applicable;
6. Bidder should have valid PAN No & all statutory compliances i.e., PF, ESI registration which requires for providing such services.
7. Entities that have been debarred / blacklisted in other utilities in India will not be considered; in this regard a written statement has to be provided along with other documents.

Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.

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

The bidder must provide the details in the attached excel sheet "Annexure XII" provided with the tender document along with all relevant proofs.

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

- Latest balance sheet
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.

1.4 Pre-Bid Meeting:

Pre-bid meeting shall be conducted by BYPL at the date and specified in this tender document at Head Office of BYPL. All the queries related to this tender must reach to C&M BYPL at least one day before the date of pre- bid. All the queries shall be replied in the pre bid, in case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. The bidder or their representative who intends to bid and who have either purchased tender documents or will pay tender fees for down loaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document. No deviation is acceptable.

1.4.1 BID SUBMISSION:

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

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

PART A: TECHNICAL BID comprising of following:

- EMD of requisite amount
- General information about bidder
- Documentary evidence in support of all the qualifying criteria
- Technical Literature if any.
- Tender document.

- Details of experience of works of same or similar nature. Copy of work orders and performance certificates.
- Power of attorney
- An undertaking that salary of deployed manpower shall be as per applicable minimum wages in NCT of Delhi and all other statutory compliances. Also the salary shall be credited through ECS in the account of manpower deployed.
- Deviations if any.
- Copy of all statutory Registration certificates like, ESI, PF etc.
- Any other relevant document

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

TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ	22.09.2019 15:00 PM
2	PART A Technical and Commercial Bid	Technical bid along with all documents as mentioned in this tender	22.09.2019 15:00 PM
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V)	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

- a) Company intends to award the business on a lowest bid basis but should cover the cost of resources required to execute the work along with reasonable profit, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the execution requirement or nullify the award decision without assigning any reason thereof.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to other contractor(s) who will be found eligible/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 & Conditions. Bidder(s) who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the and conditions violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the market place.
- Breach of the terms 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.

Bidder(s) 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:

Technical		Commercial
Contact Person	Head (Security) Mr. Vaibhav Yadav Vaibhav.Yadav@relianceada.com	Head (C & M) Mr. Rakesh Bansal rakesh.bansal@relianceada.com
Address	BSES Yamuna Power Ltd Ground Floor Shakti Kiran Bldg, Karkardooma, Delhi - 110032	BSES Yamuna Power Ltd C & M Deptt 3rd Floor, A Block, Shakti Kiran Bldg, Karkardooma, Delhi - 110032

Annexure – II

INSTRUCTION TO BIDDERS

1.0 GENERAL

BSES YAMUNA POWER LIMITED, hereinafter referred to as “Providing Security Services in Various Offices of BYPL” and it has now floated tender as notified earlier in this bid document

2.0 SCOPE OF CONTRACT

The scope includes Security Services in Various Offices of BYPL. Detailed scope of work shall be as enumerated in Appendix - A

Manpower Detail in BYPL: **(8 HOURS DUTY ONLY)**

a)	Security Guards	:	328 No's
b)	Gun Man	:	62 No's
c)	Supervisor	:	14 No's
d)	Field Officer	:	12 No's
e)	Security Circle officer	:	05 No's
f)	Control Room Officer	:	04 No's
g)	Lady security Guard	:	45 No's
h)	Four Wheeler (For 24 Hrs) for 30/31 days		
	(AC vehicle not older then 2016)	:	01 No's
i)	Two Wheeler (For 12 Hrs) for 30/31 day	:	06 No's

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium (to the extent allowed) should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or 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 Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

SECTION – I:	REQUEST FOR QUOTATION
SECTION – II:	INSTRUCTIONS TO BIDDER
SECTION – III:	GENERAL TERMS AND CONDITIONS
SECTION – IV:	SCOPE OF WORK
SECTION – V:	BILL OF QUANTITY/PRICE FORMAT
SECTION – VI:	BID FORM
ANNEXURES:	FORMATS FOR EMD AND BANK GUARANTEE ETC.

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.01 At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.
- 6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to the Bidders or by way of uploading the corrigendum on BSES website, and will be a binding.
- 6.03 In order to afford prospective Bidders a 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.

LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence, documents etc. relating to the Bid exchanged by the Bidder and the Purchaser, 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 a Hindi/English translation, in which case, for purposes of interpretation of the Bid, the Hindi/English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD and Tender Fees against each tender.

9.0 BID FORM

9.01 The Bidder shall complete "Original" Bid Form and submit it along with details mentioned in Technical bid (without filling price).

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an 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) Fixed Deposit Receipts (FDR)/ DD/ Pay Order/ Banker's Cheque from a nationalized or scheduled bank in favor of BSES YAMUNA Power Limited valid for 3 (three) months after the last date of receipt of tenders
- (b) BG from a nationalized or scheduled bank in favour of BSES Yamuna Power Limited valid for 3 (three) months after last date of receipt of tender

Earnest money deposit given by all the bidders except the successful bidder(s) shall be refunded within 4 (Four) weeks from the date of opening of price bid.

The EMD may be forfeited in case of:

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

10.0 BID PRICES

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



Yamuna Power Limited

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

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

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be initialled by the signatory accompanied with seal of the Agency.

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

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

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be 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 – "Tender Notice No. & Due Date of opening"

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The Original bid must be timely received by the company at the address specified in section –I

16.02 The Company may, at its discretion extend the deadline for the submission on of bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

The bids will be evaluated technically on the compliance to tender terms and Conditions.

BYPL reserves the right to ask the bidders to provide breakup of the prices as quoted by them against line items. In case it is observed that the bidders have under quoted the prices against these line items in view of applicable minimum requirement of resources, BYPL reserves the right to out –rightly reject these bid(s).

20.1 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests

for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check later on the Technical Proposals and the Conditional ties of the Bidders would be evaluated.
- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Contract completion schedule
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents
 - (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
 - (e) Change in the quantity from mentioned in the tender

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated.

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

**24.0 AWARD OF CONTRACT
CONTACTING THE COMPANY**

- 24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.
- 24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate. The full or part of the contract may be awarded to other bidder(s) on differential rates.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions during the execution of the Order. BYPL may increase or reduce the area/ scale of operations after starting of execution of the contract and the size of contract may be adjusted accordingly. BYPL also reserves the right to implement optimisation plan for resources required by way of improving productivity. Accordingly the contract size may be adjusted proportionately. No resource addition/replacement shall be allowed without prior written approval of BYPL's concerned department.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of work/order. The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

29.0 CORRUPT OR FRADULENT PRACTICES

- 29.01 The Company requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Company:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice" means 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.

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

30. BIDS PER BIDDER

Contractor should bid for all the locations. However BYPL reserves the right to award the contract to more than one bidder.

ANNEXURE III

CONTRACT MANAGEMENT (SERVICE CONTRACT)

1. DEFINITIONS

“Affiliate” shall mean with respect to any Party, any other person directly or indirectly Controlling, Controlled by, or under direct, indirect or common Control with, such Party. For the purposes of this definition of “Affiliate”, “Control”, “Controlled” or “Controlling” shall mean, with respect to any person, any circumstance in which such person is controlled by any person whether by virtue of the latter person controlling the composition of the board of directors or managers or owning or controlling majority of the voting securities of such person or by contract or otherwise.

“Applicable Laws” means, as to any Party, the certificate of incorporation and by-laws or other organizational or governing documents of said Party, all domestic laws (including, but not limited to, any labour and environmental laws), ordinances, judgments, orders and awards of any court of competent jurisdiction or tribunal or any other governmental bodies (either administrative or regulatory), (i) applicable to or binding upon such Party or any of its property or to which such Party or any of its property is subject, and/or (ii) having jurisdiction over all or any part of the Services to be performed pursuant to the terms of this Contract.

Further, reference to any legislation or law or to any provision thereof shall include references to any such law, rules, regulations, notifications 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;

"Company" shall mean BSES Yamuna Power Ltd, having its office at Shakti Kiran Building, karkardooma, Delhi - 110032 and shall include its authorized representatives, agents, successors and assigns.

“Area” shall mean the area specified in Appendix C and any other designated location assigned by Company from time to time, to Security Agency to perform Services in accordance with this Contract.

“Best Industry Practices” means the highest industry standards which would reasonably and ordinarily be expected from a skilled and experienced service provider, acting in good faith to perform its contractual obligations and exercising all due skill, care, diligence, prudence and foresight and engaged in same type of business as the Security Agency and using employees and sub contractors possessing the appropriate accreditation, skill and experience and in accordance with all Applicable Laws.

“Force Majeure Event” means an event which is beyond the reasonable control of a Party, and which makes such Party-s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder (of a general nature and not confined to the party invoking force majeure), earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or

other industrial actions are confined to the Party invoking Force Majeure or are within the power of such Party to prevent), confiscation, expropriation or nationalization of whole or substantial part of business or any other action by government agencies. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party-s consultants, agents or employees; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this Contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability. Strikes by the employees of the Contractor shall not be an "Event of Force Majeure"

"Parties" shall mean the joint reference to Company and the Security Agency. "Party" shall mean either Company or the Security Agency.

"Security Head" shall mean employee / representative of Company who at the relevant time heads the responsibility of the security management (in absence of security department at any location, the Site Administration Head) and also includes person acting on his behalf.

"Security Personnel" shall mean trained and uniformed personnel deployed by the Security Agency in the Area in connection with and to conduct the offered Services, and assist in protection of legitimate interests and items at the office/premises of the Company.

"Services" shall mean all services necessary or required to be rendered by Security Agency to Company to effectively meet the requirements of Company under this Contract including those specifically set out in Scope of Services – Appendix A hereto.

"Service Fees" shall mean and include the total firm fixed amount payable under this Contract by Company to the Security Agency as the contractual amount towards consideration for Services and as clearly spelt out in Appendix B inclusive of agency margin, statutory levies, charges, taxes, fees, cess and other statutory payments.

"Site/ Sites" shall mean the locations identified by the Company for rendering Services in the Area including premises described in APPENDIX C hereto.

2. CONTRACT ADMINISTRATION

Security Head shall monitor administration and completion of the Contract on behalf of Company according to its terms and conditions as described below:

- 2.1 The Security Head will be the Company-s authorized representative during performance and shall be responsible for the coordination of activities between Company and the Security Agency under this Contract.
- 2.2 Security Agency shall deliver to the Security Head and the Security Head will receive from the Security Agency all communications of whatever nature which the Security Agency is obligated to submit to Company under this Contract.
- 2.3 The Security Head-s responsibilities include but are not limited to receiving and approving the Security Agency-s invoices for payment, and accepting the Services on behalf of the Company. Security Head may request a change, provided, however

the Security Head does not have the authority to issue a change to the Service Fees or rates thereof.

3. OBLIGATIONS OF THE SECURITY AGENCY

3.1 Scope of Services

- 3.1.1 Security Agency will perform the offered Security Service, acts and matters, connected with the administration, superintendence, and conduct of security arrangements on the basis of the terms defined herein and in accordance with such amended directions that the Company may from time to time desire, as are earlier mutually agreed between the Parties to the Contract.
- 3.1.2 Security Agency shall comply with the all Contract terms, instructions, notices and circulars and other written or verbal communications given by Company for performing the Services.
- 3.1.3 Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For the purpose of clarity, Security Agency's employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. The Company shall be entitled to amend the Agreement in order to comply with public instructions, orders, rules and legislations applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Security Agency unless expressly opposed in writing within ten (10) days from their communication. In case of opposition, The Company shall be entitled to terminate the Agreement for good cause.
- 3.1.4 The Security Agency is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, with basic training , safety procedures, fire fighting practices and weapons handling etc for COMPANY, duly verified by the local police Station as regards their antecedents and backgrounds.
- 3.1.5 The Security Agency shall ensure that, the Security Personnel deployed at the COMPANY shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other COMPANY employees appointed at the said location. The Security Agency shall ensure that, the Security Personnel deployed at the COMPANY shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Security Agency shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a certificate from him certifying that the said employee is medically fit. It is further agreed that without such medical certificate, COMPANY shall not permit any such Security Personnel to work in its premises. It is further agreed that COMPANY may, from time to time, call upon the Security Agency to have all or any of its Security Personnel examined.
- 3.1.6 The Security Agency shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 3.1.7 The Security Agency shall provide uniforms, issue identity cards bearing the name of the Security Agency to the Security Personnel and shall provide an authority letter to

- the Security Personnel and the Security Personnel shall carry the same when they are on duty at the COMPANY.
- 3.1.8 The Security Agency shall be absolutely responsible for security of premises, property (moveable/immovable), company personnel and safety of customers of COMPANY.
- 3.1.9 The Security Agency shall evaluate COMPANY existing security structure and accordingly perform its activities in most efficient manner
- 3.1.10 The Security Agency shall deploy such number of Security Personnel for each location as specified by COMPANY.
- 3.1.11 Whenever any Security Personnel goes on leave, the Security Agency will arrange for a suitable replacement immediately.
- 3.1.12 The Security Personnel are required to mark their attendance in the manual registers maintained at the COMPANY locations. Additionally, wherever COMPANY has installed manual/electronic attendance marking devices, the Security Personnel are required to mark their attendance in those devices also at the time interval decided by COMPANY. At the end of the month a copy of the attendance sheet along with the attendance cards of such devices should be forwarded to COMPANY for processing of payment to Security Agency by COMPANY. Without such attendance proof, no payment would be made.
- 3.1.13 The Security Agency shall fully guide, supervise and monitor the Security Personnel deployed in COMPANY locations by its Security Supervisors.
- 3.1.14 Security Supervisors will inspect every location at least once every 15 days during night to check the level of control exercised by Security Personnel. The Security Supervisors will take digital photographs of security personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to COMPANY along with their inspection report on weekly basis.
- 3.1.15 The Security Agency agrees & undertakes to provide compensation to COMPANY for every dereliction of duty like unauthorised absence from duty, reporting to duty without uniform/lathi/whistle/name badge, sleeping during duty hours etc, reported by COMPANY staff and the compensation amount shall be equivalent to the one day payment made to the Security Personnel concerned for every occurrence of such reporting.
- 3.1.16 If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, COMPANY reserves the right to cancel the arrangement in that location.
- 3.1.17 The Security Agency shall ensure that the Security Personnel posted by him at the COMPANY CMP observe discipline and good conduct. In the event of COMPANY finding any Security Personnel not observing proper discipline and / or proper conduct and / or committing misconduct, COMPANY shall direct the Security Agency to forthwith withdraw such Security Personnel from the COMPANY and upon COMPANY directing the Security Agency to remove such Security Personnel, such personnel shall be forthwith removed and the decision of COMPANY in this behalf shall be final.
- 3.1.18 The Security Agency shall also provide necessary proof of remittances of EPF ,Pension amount and ESIC for the previous month, along with their invoices for the current month to COMPANY. Without such proof, the invoices will not be processed for payment.
- 3.1.19 That the Security Personnel deployed by the Security Agency shall be employees of the Security Agency.



Yamuna Power Limited

3.2. PERFORMANCE STANDARD

3.1.20 At all times, all the Services provided by Security Agency shall be of the standards of Best Industry Practice and shall adhere to Key Result Areas (KRAs) defined

3.1.21 Security Agency shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.

3.2 SECURITY AGENCY PERSONNEL STANDARD

3.1.22 Security Agency shall at all times, employ adequate number of competent, qualified and experienced Security Personnel to carry out the Services at the Company Sites as per requirements given by the Company based upon need validation done by the Company..

3.1.23 A detailed location specific deployment chart shall be mutually agreed upon within ten days of issue of work order under the Contract or commencement of Services whichever is earlier. The requisite qualitative requirement for Security Personnel is given in Appendix D to this Contract.

3.1.24 Security Agency shall employ all Security Personnel providing Services under this Contract on a rotational basis, as per requirement of Company, as may be intimated to the Security Agency by Company from time to time. At no point in time shall any Security Personnel claim to be the employee of the Company.

3.1.25 Security Agency shall ensure that all Security Personnel report for duty on time and as per their respective schedules/shifts. Security Agency shall at all times ensure that all Security Personnel record their entry and exit times for duty. Company shall at any time have the right to audit and inspect all records relating to the above.

3.1.26 All the Security Personnel shall be sufficiently trained and shall have adequate knowledge and experience of the Services to be provided.

3.1.27 Upon request from Company, Security Agency shall furnish complete details of Security Personnel to Company and promptly replace any person from the team of Security Personnel, if in the sole opinion of Company, such person is undesirable or is not suitable for rendering Services for any reason including indulging in any criminal activities or act of negligence, misbehavior etc.

3.1.28 Company shall be entitled by giving 15 (fifteen) days notice at its own discretion, to require Security Agency to curtail or increase the scope of Service.

3.1.29 Security Agency shall be solely liable and responsible for timely payments of all dues to such personnel, including salaries, wages and all statutory and non statutory other dues. Under any circumstances none of the Security Personnel shall constitute or be deemed to be employees, agents or representatives of Company and Company shall not be construed as having direct or indirect control over Security Personnel or any person engaged by Security Agency in connection with the Services.

3.1.30 Security Agency will ensure to conduct at least biweekly surprise night checking by a high ranking officer of the Security Agency to ascertain whether Security Personnel are on constant guard and report the same to Site Security Officer/ Site Construction Manager.



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3.3 PAYMENTS TOWARDS STATUTORY OBLIGATIONS

- 3.3.1 Security Agency shall promptly pay and/or ensure due payment of all claims, dues, salaries, statutory compliances and wages of all Security Personnel providing Service under this Contract and shall provide proof of such payments to the Company, from time to time or as may be specifically requisitioned by the Company.
- 3.3.2 Security Agency shall pay all dues, salaries and wages of Security Personnel deployed on Site for rendering the Services via ECS facility/or by cheque to the designated bank account and proof of the same shall be duly provided to Company on a monthly basis and as and when demanded.
- 3.3.3 Security Agency shall be liable and responsible for meeting all liabilities of the personnel engaged/employed by Security Agency for providing Services hereunder and meet such liabilities in a timely manner in compliance with all the Applicable Laws.
- 3.3.4 Security Agency shall be solely liable and responsible for meeting all liabilities arising out of death or any injury caused to Security Personnel.
- 3.3.5 Except to the extent required under Applicable Law, Security Agency shall not delay or withhold payment of any amount or make any deductions from any sums payable to the Security Personnel irrespective of receipt of any amount by the Security Agency from any party including the Company. The Company shall not be liable in any manner whatsoever for any action or omission on the part of the Security Agency.

3.4 OTHERS

- 3.4.1 Security Agency shall ensure that Security Personnel enter and remain on the Site only during their duty hours and when specifically instructed to do so and at all times adhere to rules, regulations and follow all policies and procedures of Company. Security Agency shall also ensure that Security Personnel do not cause any nuisance in Company premises or cause unnecessary inconvenience to any employee of the Company or any other person dealing with the Company.
- 3.4.2 Security Agency using Company-s systems or accessing Company-s information, electronic or otherwise shall abide by all policies and procedures, as prescribed in Company-s Information Security Policy for contractors and shall ensure that all Security Personnel observe such rules and regulations.
- 3.4.3 Security Agency shall not subcontract whole or any part of Services under this Contract to any person without the prior written consent of Company. Appointment of Security Agency by Company is on non-exclusive basis and Company may appoint other Security Agency for providing Services at Sites in addition to or in place of the Security Agency at any time.
- 3.4.4 Security Agency shall ensure that neither the Agency nor any of the Security Personnel forms or is/becomes a member of any union of Company or its Affiliate organizations or in any manner participates in or facilitates any union activities.
- 3.4.5 The Security Agency shall co-ordinate and maintain close liaison with local police and local administration.

3.4.6 Security Agency shall ensure adequate safe conditions and ensure safety precautions at the Area as required under Applicable Laws and shall be solely and entirely responsible for the complete safety of Security Personnel as well as other persons at the Area. Security Agency shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by, or amongst Security Personnel and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the Area. In the event of the Company requiring the maintenance of a special force, statutory or otherwise, at or in the vicinity of the Area during the tenure of the Contract in consequence of the riotous or unlawful behavior by, or amongst Security Personnel, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by Security Agency and if paid by the Company, shall be recoverable from Security Agency from any money due or that may become due to Security Agency by the Company.

4. SECURITY, COMMUNICATION AND SURVEILLANCE EQUIPMENTS

4.1 The security surveillance equipments (CCTV and related systems) has been provided by the company and is exclusively for delivering the services to the company. The security manpower must be trained and have the ability to use the above stated equipments. In addition every guard should be provided with mobile phone numbers by the agency with the necessary connection for faster communication. Gunmen should be provided with licensed gun.

4.2 Security Personnel should be capable and experienced and have requisite permissions/approvals under Applicable Laws to operate and use the equipments. Security Agency shall ensure use of such equipment by Security Personnel diligently and solely for the purpose of rendering Services hereunder in accordance with instructions of Company and for no other purpose.

5. USE OF OFFICE EQUIPMENTS

5.1 Security Agency shall ensure proper use and maintenance of the Security cabin, and all other premises and all the fixtures, fittings, equipment, and furniture entrusted or allowed by Company to be used by the Security Personnel in connection with performance of Services, (hereinafter referred to as the "Fixtures").

5.2 In the event that the Security Head is of the view that the Security Agency or Security Personnel have misused any of the Fixtures, the Security Agency shall pay an appropriate penalty as decided by Company in its sole discretion.

5.3 In the event of breakage or impairment of any Fixture(s), the amount of penalty shall not be greater than the replacement value of the Fixture.

6. SECURITY PERSONNEL TRAINING, DEPLOYMENT POSITIONS AND SKILL REQUIREMENTS

6.1 Security Agency shall at its own cost meet the per-requisites as regards training, deployment and skills requirements as given hereinafter in this clause. This base training is required for all new personnel, and also refresher training on an annual basis to the exiting personnel. Any exceptions shall require prior written approval by Company.

6.2 The Security Agency will record and document all training. Security Head or his authorized representatives shall be permitted to review all training records pertaining to this Contract. The training shall be as per applicable Private Security Agencies (Regulation) Act.

- 6.3 Additionally, the Security Personnel shall also be required to undergo training at Company-s training center as may be specified by the Security Head.
- 6.4 Training should include task and context specific topics for performance under the Contract and keeping in focus the following:
 - 6.4.1 Rules on the use of force
 - 6.4.2 Religious, gender, and cultural issues, and respect for the local population;
 - 6.4.3 Handling local complaints in particular by transmitting them to the Security Head of Company while also taking suitable action in this regard.
- 6.5 All Security Personnel shall be equipped with following base training/knowledge. Training content will be subject to prior review and approval by Company in writing for each Site.
 - 6.5.1 Employee must be able to read, speak, and understand English or Hindi and also the local language proficiently.
 - 6.5.2 Creating and maintaining a professional security image (alertness, vigilance, observation skills, uniform appearance, etc.)
 - 6.5.3 Customer service skills (using courtesy, public relations, tact, empathy, making eye contact, etc.).
 - 6.5.4 Security personnel should possess the knowledge as regards legal provisions on arrests, warrants, search and seizure, and evidence gathering and preservation as applicable to relevant Area under their charge.
 - 6.5.5 While performing functions, duties or tasks, Security Personnel are required to know and follow safe work practices, and to be aware of Company-s policies and procedures related to job safety, including safety rules and regulations, and shall notify Company upon becoming aware of unsafe working conditions.
 - 6.5.6 Emergency preparedness and response, including an understanding of Company-s emergency procedures.
 - 6.5.7 Use of fire-fighting detection and suppression equipment.
 - 6.5.8 Basic First Aid administration
 - 6.5.9 Identification of, and actions against, suspicious behavior and objects.
 - 6.5.10 Understanding of workplace violence in terms of identifying, reporting, and response.
 - 6.5.11 On-The-Job Training, to include Site familiarization, Site specific post orders, post equipment, post duties, systems training, post training, access control procedures, operation of electronic security systems, responding to incidents, emergency notifications, and reporting procedures.
 - 6.5.12 All functions, duties or tasks are to be carried out in an honest, ethical and professional manner, and to be performed in conformance with applicable policies and procedures. In the event of uncertainty or lack of knowledge of Company-s

policies and procedures, the Security Personnel should request clarifications or explanations from their superiors or Security Head.

6.5.13 The required training is in addition to any city/state/country specific mandated training by any law, regulation or notification. Any jurisdiction mandated training shall be provided by Security Agency to the Security Personnel at no cost to Company. The Security Personnel to be deployed at Site should be properly trained before deployment at the Area. This training is not to be conducted while the Security Personnel are assigned to the Site. This restriction includes but is not limited to all forms of written manual or web-based training, etc. Before Security Personnel are deployed in the Services, proof of compliance with the jurisdiction mandated training should be made available to Company.

6.6 The Security Personnel should also be able to maintain following relevant registers as may be necessary:

- 6.6.1 Attendance Register,
- 6.6.2 Material In / Out register,
- 6.6.3 Returnable Material Register
- 6.6.4 Vehicle In / Out register
- 6.6.5 Night checking register
- 6.6.6 Report on Mock / emergency drill
- 6.6.7 Daily attendance record
- 6.6.8 Daily Activity Report (Occurrence Report)
- 6.6.9 Weekly Activity Report
- 6.6.10 Monthly Activity Report

7. PAYMENT AND SETTLEMENT OF ACCOUNTS

7.1 In full consideration of the Services provided by Security Agency hereunder Company shall pay to Security Agency the Service Fee as set out in Appendix -B subject to compliance of conditions of this Contract and maintaining KRA/ Service Level as described in H hereto. Save and except the above and any other amount specifically agreed to be paid herein , the Security Agency shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, from Company. The Security Agency shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (i) increased labour costs or costs related to cars or other equipments provided, (ii) changes in insurance premiums, or regulations relating to the Service.

7.2 The format and process for the invoices is more specifically given in Appendix E to this Contract. Invoices shall be delivered by the seventh day of each calendar month for the Services rendered for the previous month. Along with the invoice, Security Agency shall submit the attendance records in the format provided, PF and ESIC Challans / returns for the Security Personnel engaged in providing the Services.

7.3 In the event of any discrepancies or errors in the invoices submitted by Security Agency, the payment period shall be calculated from the receipt of the revised and correct invoice. In case discrepancies towards the statutory compliances such as PF, ESIC, minimum wages etc., Company will be entitled in its sole discretion to pay such amounts from the retained money or to retain the unpaid dues till submission of proof of compliance by the Security Agency.

In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the Company will make payment of wages in full or the

unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor or as a debt payable by the contractor with penalty as deemed fit by the Company.

It is clarified that nothing contained in this clause shall release or be deemed to absolve the Security Agency of any of its obligations towards or in respect of the Security Personnel and Company shall not be liable for any such omissions by the Security Agency or to any consequences thereof.

7.4 Company shall pay the invoice amount due to Security Agency within a month of receipt of correct invoice, after making deductions / retentions as per the provisions of this Contract.

7.5 In case the subject matter of a dispute is the invoiced amount, Company shall have the right to withhold the entire disputed amount until the full and final resolution of the dispute.

8. TAXES & DUTIES

8.1 Rates are inclusive of all taxes & duties, excluding GST, which shall be reimbursed as per the prevailing rates on submission of all relevant documents to Company.

8.2 All payments made by Company to the Agency shall be subject to deduction of tax at source at the rates applicable from time to time. Company shall provide the Security Agency the TDS Certificates within 30 days from the end of the quarter in which TDS has been made as per provisions of Income Tax Act, 1961.

8.3 The Security Agency shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Contract. The Agency shall submit to Company true copies of receipts / challans of all such taxes paid within 10 days of making such payments for records of Company.

8.4 The Contract is based on taxes and levies as per the Applicable Laws to the Security Agency. As and when GST is introduced, net impact will be claimed by the Company at source subject to verification for relevant transactions effected by the Security Agency after the effective date of introduction of such GST.

9. MAINTENANCE OF RECORDS AND DOCUMENTS BY SECURITY PERSONNEL:

Security Agency shall maintain the following personnel related registers/ logbooks, in formats agreed upon by Company and present it for inspection as and when required by Company.

- a) Bio-data of key personnel in the Security Agency-s management.
- b) Bio-data of personnel that will be deputed at the Areas
- c) Copy of medical fitness certificate obtained from a Registered Medical practitioner for each manpower to be deployed for Company.
- d) Copy of the document showing the legal status of the Security Agency.
- e) Copy of PF code number of Security Agency issued by the Regional Provident Fund Commissioner.
- f) Copy of the receipt or cover note or insurance policy taken by the Security Agency in compliance with the provision of the Workmen-s Compensation Act.
- g) Copy of the license from the competent authority under the Contract Labour (Regulation & Abolition) Act.

- h) Wherever applicable, copy of original armed guard license and its registration in India with the Commissioner of Police, as provided under Rule 62(3) of the Indian Arms Act, 1956.
- i) List of the deputed manpower giving details such as name, father-s name, address, native place address, permanent address, Agency I/D card details, arm-s number, arm-s license number& make and name of the issuing Authority along with 2 photographs.
- j) Copy of character verification certificate, including photo-ID proof, biometric data, if feasible
- k) Clearance Certificate from Local Police Station & its validity.
- l) Proof of age and copies of Photo-pass for the entire Security Personnel deployed in the Area.
- m) Copy of organization chart.
- n) Documents related to training completed for personnel deputed in the Areas.
- o) Copy of GST registration certificate including details of authorities having jurisdiction over the Security Agency.

10. AUDIT

Security Agency shall submit to Company a monthly compliance statement recording its strict compliance with the terms of this Contract. In addition Security Agency shall provide to Company, its internal and external auditors, inspectors, regulators and other representatives that Company may designate from time to time to access at reasonable hours Security Personnel and Security Agency records and other pertinent information, all to the extent relevant to the performance of Security Agency-s obligations under this Contract. Such access shall be provided for the purpose of performing audits and inspections to: (i) verify the accuracy and completeness of Security Agency invoices; (ii) verify the accuracy and completeness of pass-through expenses; (iii) examine the financial controls, processes and procedures utilized by Security Agency in connection with the obligations under the Contract (iv) enable Company to meet applicable legal, regulatory and contractual requirements. Security Agency shall provide any assistance reasonably requested by Company or its designee in conducting any such audit and shall make requested personnel, records and information available during the Term and up to 3 (three) years thereafter. Security Agency shall not be required to provide any of its internal or external auditors to participate in such audit unless specifically requested by Company in writing, in which case Company shall be responsible for any incremental cost for such auditor-s participation.

11.0 SECURITY AGENCY REPRESENTATIONS

- 11.1 Security Agency is an entity duly organized, validly existing and in good standing under the laws of its origin, qualified to do business in all jurisdictions relevant to its rendering of the Services, with all requisite power to enter into and perform its obligations under this Contract in accordance with its terms;
- 11.2 It has studied the feasibility, Area conditions and other prevailing conditions and all other operation details and based on these studies carried out, has agreed to provide to the Company the Services as contemplated in this Contract.
- 11.3 It has appraised itself of all Applicable Laws and shall at all times comply with all Applicable Laws
- 11.4 Security Agency has, and will maintain at all times during the term of this Contract, at its own expense, all rights, titles, licenses, permissions and approvals necessary in

connection with its performance of its obligations under this Contract, including all underlying rights and those necessary to perform the Services specified therein; and

- 11.5 Security Agency, and Security Personnel have no pending or threatened litigation or action (including any criminal cases, complaints, investigations) of whatsoever nature.
- 11.6 Security Agency shall not employ any person who has a criminal background or has been implicated in any criminal matter in the past.
- 11.7 Security agency will not involve any child labour for Security Agency-s function and also any other relevant activities which would be prohibited or restricted under Applicable Laws.
- 11.8 The Security Agency shall be responsible for the following background checks and any / all other investigations on Security Personnel.
- 11.9 Verification of identity and eligibility to work in the applicable jurisdiction.
- 11.10 Criminal record checks where the person has lived or worked for the past 7 years.
- 11.11 Verification of employment and education history.

12. INDEMNITIES

- 12.1 Security Agency shall at its own cost and expense, release, defend, indemnify and hold harmless Company for payment of all statutory dues and employee benefits on or in relation to this Contract and/or the Security Personnel. Security Agency agrees to release, defend, indemnify and hold harmless Company, its Affiliates and their officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, reasonable attorneys-fees), which result from, arise in connection with or are related in any way to claims by third parties, including but not limited to any Security Personnel incurred by Company or any of the aforesaid persons for:
- 12.2 Inquiry (as regards physical or mental injury, libel, slander and death of person(s) or loss or damage to tangible property, caused by Security Agency and/or Security Personnel.
- 12.3 Violations of Applicable Laws, applicable permits, codes, ordinances or regulations by Security Agency and Security Personnel.
- 12.4 Any other liability or loss that shall: (i) have resulted from any negligent or willful act or omission or from the default of Security Agency or any of the Security Personnel in the performance of the Contract; or (ii) shall be a liability or loss for which Security Agency or Security Personnel would be liable under Applicable Laws.
- 12.5 Breach of any terms of this Contract by Security Agency and/or Security Personnel
- 12.6 Any act or omission by the Security Agency or Security Personnel whereby or by reason whereof the reputation and goodwill of Company or its Affiliates is adversely affected in any manner whatsoever.
- 12.6A The Security Agency will be responsible for damages or loss arising directly from the negligence or willful act of its Personnel within the defined responsibilities assigned

to them. In case of any theft or negligence, the Company will inform the Security Agency of the incidence and provide a copy of the FIR filed.

12.7 To avoid any doubts, it is clarified that the indemnities under this Clause are in addition to all other rights and remedies available to Company under the Contract and law.

12.8 The Company shall notify Security Agency of any claim arising from the Services in reasonable detail and in writing, as far as practicable, within, thirty (30) days on which the Company became aware (or should reasonably have become aware) of the occurrence giving rise to the claim.

13 CONSEQUENTIAL DAMAGES

13.1 Notwithstanding any other provision of the Contract, in no event shall either Security Agency or Company be liable to the other Party for indirect, incidental, special, punitive or consequential damages of any nature, including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

13.2 The exclusion of consequential damages set forth in Clause above shall not exclude or affect: (a) Security Agency-s liability for fraud or intentional misconduct; or (b) Security Agency-s liability for its indemnity obligations in accordance with Indemnities section mentioned earlier.

14 CONFIDENTIALITY

14.1 Security Agency shall hold and shall ensure that the Security Personnel shall hold all information, data, material, instructions, communications, relating to the business of Company or any of its Affiliates, whether received in writing or oral form, from Company or that may otherwise come to its knowledge during the course of performance of Services ("Confidential Information") as strictly confidential. The breach of this clause shall be construed as a material breach and Company may terminate this Contract forthwith in case of breach on the part of Security Agency. Security Agency also agrees:

14.2 To maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

14.3 To only make copies as specifically authorized by the prior written consent of Company and with the same confidential or proprietary notices as may be printed or displayed on the original;

14.4 To restrict access and disclosure of Confidential Information to their employees, agents, and third parties strictly on a "need to know" basis, and upon the execution of a written undertaking from such employees, agents, and third parties to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause 18; and

14.5 To treat Confidential Information as confidential for a period of five (5) years from the date of receipt notwithstanding the termination or expiry of this Contract prior to such period..

14.6 Security Agency agrees that any of Company technical or business information that Security Personnel acquire while on Company premises, or through access to

Company computer systems or databases while on or off Company premises, shall be deemed Confidential Information.

- 14.7 All information provided by Company to Security Agency and its Security Personnel shall, at all times, remain the sole and exclusive property of Company. Upon termination/expiry of this Contract, Confidential Information shall be returned to Company or destroyed in accordance with the instructions of Company and evidence of such destruction provided to Company to its reasonable satisfaction. Company may at its sole option, witness the destruction.

15 EMERGENCY DRILLS

- 15.1 The Security Agency shall conduct periodic drills and critiques of guard performance to assure an acceptable level of training by Security Personnel for responses to various emergencies such as intruders, terrorist attack, armed attack, theft, pilferage, robbery, mob violence, bomb threats, medical events, natural disasters and evacuations.
- 15.2 The Security Agency shall ensure that all Security Personnel maintain the required state of readiness to respond to these drills and to actual emergencies.
- 15.3 The Security Agency shall conduct such drills at least each quarter or more frequently (if directed by Company), in day or night hours in consultation with the Security Head.
- 15.4 The Security Agency shall provide all necessary training materials, classrooms, instructors, and training aids to support initial and recurring training of Security Personnel working under this Contract. Notwithstanding the above, Company, in its sole discretion, may offer the use of its offices and properties to facilitate such training.
- 15.5 The Security Agency shall document the nature, scope and results of all drills and provide such records to Company upon request.

16. INSURANCE

During the term of this Contract, Security Agency agrees to secure and maintain in effect, at its own expense, the following minimum insurances for sums in accordance with Best Industry Practice.

Workmen-s Compensation in accordance with Applicable Laws or other social Insurance Personal Accident Insurance for Security Personnel

Employer-s Liability Insurance

Motor Vehicle Insurance for vehicles belonging to Security Agency

Comprehensive General (Third Party) Liability Insurance

Security Agency shall provide Company with certificates of insurance for these coverage within 15 calendar days of issue of work order/execution of this Contract. Security Agency shall also promptly provide Company with new certificates of insurance upon renewal of or material changes in each insurance policy. Irrespective of insurance cover having been taken or not, any liability arising out of any act or omission by Security Agency or any of the Security Personnel shall be exclusively on the Security Agency.

17. RELATIONSHIP

- 17.1 It is agreed between the Parties that this Contract entered into between them is strictly on a principal to principal basis. Under no circumstance shall Company be deemed to have instructed, communicated or corresponded with any of Security Personnel in relation to Services under this Contract.
- 17.2 There shall never be (and nothing contained in this Contract shall be deemed to establish) any relationship of any kind whatsoever (whether employer – employee or otherwise) between Security Personnel and Company.
- 17.3 No personnel deployed by the Security Agency shall be entitled to claim any employment or regularization or such other demands against Company.

18. ASSIGNMENT

- 18.1 Security Agency shall not assign or sub-contract this Contract in whole or in part to any third party, without the prior written consent of Company. Any assignment or sub-contract by Security Agency shall not relieve or absolve the Security Agency from any of its obligations and liabilities under this Contract and it shall be solely responsible for the acts and omissions of its assignees and sub-contractors and compliance with all its obligations and liabilities by such assignees or sub-contractors. No assignment or sub-contract shall create any right or privity in favor of any assignee or sub-contractor of Security Agency.
- 18.1 Company may at its sole discretion, assign this Contract, and the rights and obligations to any Affiliate of Company and accordingly inform Security Agency of such assignment.
- 18.2 In case of breach of terms, service can be terminated without any notice and without assigning any reasons by BSES. However the service provider will need to give to BSES a one month notice for withdraw of the service.

19. NON-COMPETE

- 19.1 Unless otherwise agreed by Company, Security Agency shall ensure that during the subsistence of this Contract any Security Personnel performing the Services under this Contract shall not undertake any other assignment for the Security Agency for any other person.
- 19.2 Security Agency agrees that during the subsistence of this Contract, Security Agency (either directly or indirectly through its Affiliates, associates, family, friends or relatives) shall not undertake any additional assignment where its client/employer is a direct competitor of Company or its Affiliates without prior intimation to Company.
- 19.3 Security Agency shall not divert Security Personnel engaged in providing Services under this Contract for any other assignment without prior written intimation to and approval by Company.

20. NO AGENCY

20.1.1 This Contract is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between Company and Security Agency. Security Agency shall not represent or hold himself out as agent of Company.

20.1.2 Security Agency shall not make any commitments or representations or enter into any contract with any person on behalf of Company.

21. SUSPENSION OF WORK

21.1.1 Company may order Security Agency, by written notice, to suspend, delay or interrupt all or any part of the Services for the period of time that the Company determines appropriate for the convenience of Company.

21.1.2 If this suspension, delay or interruption is unreasonable in duration, Parties shall modify the Contract accordingly to adjust for any change to the Service Fee or time of performance, caused by Company-s action or inaction in unreasonably suspending, delaying or interrupting the performance of Services, provided, however, that under no circumstances will Security Agency be entitled to claim any profit for a suspension. No adjustment will be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Security Agency, or suspensions arising from Security Agency-s failure to abide by its safety obligations hereunder.

21.1.3 A request for adjustment under this Article shall not be allowed: (a) for any costs incurred more than twenty (20) days before Security Agency notifies Company in writing of Company-s act or failure to act that allegedly caused the suspension, delay or interruption involved; and (b) unless the request, in an amount stated, is asserted in writing within seven (7) days after the end of the suspension, delay or interruption.

22. TERMINATION

22.1 Company may at any time terminate this Contract by giving thirty (30) days notice, or in lieu thereof pay one month-s Service Fee to Security Agency. This Contract shall stand terminated on the expiry of the said period of 30 days relieving both Parties of their respective obligations, save such obligations and / or liabilities of the Parties that, by their nature, survive the termination of this Contract. No compensation or termination charges whatsoever shall be payable by the Company to Security Agency for termination of the Contract.

22.2 Company shall (without prejudice to any of its other rights or remedies under the Contract or in law) be entitled to forthwith terminate this Contract by a notice in writing upon the occurrence of any of the following events:

22.3 Insolvency of Security Agency; or

i. Security Agency ceasing to function as a concern; or

ii. Security Agency being declared bankrupt in liquidation, whether compulsory or voluntarily; or

iii. Any change in the ownership or Control of Security Agency; or

- iv. Any breach by Security Agency of any obligations under this Contract; or
- v. If the appointment or continuance of Security Agency under this Contract has or is likely to result in loss of goodwill or reputation of Company or any of its directors or officers; or
- vi. Failure to conform to, or breach by Security Agency of any Applicable Law; or
- vii. Failure to perform the Services to the full satisfaction of Company; or
- viii. Security Agency makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets; or
- ix. Security Agency is found to be in breach of any of the representations hereunder including under Clause 15 hereof.

22.4 In the event of a termination Company shall pay Security Agency as full compensation all undisputed amounts due and not previously paid to Security Agency for Services rendered in accordance with the terms of the Contract, prior to such notice, and for Services thereafter rendered as specified in such notice subject to claims, dues and setoffs by Company.

22.5 On termination or expiry of this Contract Security Agency shall immediately return to Company all technical and business documentation or information, equipments provided by the Company and destroy all unused stationery received from or pertaining to Company and in its possession.

22.6 Each Party shall abide by and uphold all rights and obligations accrued or existing as on the terminating date.

23. LIMITATION OF LIABILITY

In no event the aggregate liability of Company and/or its Affiliates arising in any manner whatsoever shall exceed the amount remaining unpaid (after setting off all amounts due from Security Agency) in respect of Services rendered prior to occurrence of the event giving rise to any liability of Company.

24. COMPLIANCE WITH APPLICABLE LAWS

Security Agency warrants that all Services under the Contract shall be performed in strict compliance with all Applicable Laws including but not limited to the Payment of Wages Act, 1936 (4 of 1936), the Minimum Wages Act, 1948 (11 of 1948), Employees State Insurance Act 1948, The Employees- Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), Payment of Bonus Act 1965, Maternity Benefit Act 1961, The Motor Vehicle Act- 1988, The Private Security Agencies (Regulation) Act, 2005, Contract Labour (Regulation & Abolition) Act, 1970 as also to any other order, ordinances, notifications, rules, regulations, legislation or provision of or having the force, whether Central, State, Municipal or otherwise, related to or pertaining to the execution or performance of the Services under this Contract.

Security Agency further warrants that it shall comply with any future law, order, ordinances, notifications, rules, regulations, legislation or provision related to or pertaining to the execution or performance of the Services under this Contract. Security Agency shall execute and deliver to Company any documents as may be required to effect or to evidence such compliance. All laws and regulations required

to be incorporated in contracts of this character are hereby incorporated herein by reference. For the benefit of the Security Agency, non exhaustive guidelines for compliance of labour laws by the Security Agency are set out in Appendix F to this Contract. The Security Agency undertakes that it shall comply with the same at all times during the term of this Contract. Security agency shall opted separate ESIC, PF etc sub code exclusively for BYPL account

25. SETTLEMENT OF DISPUTES

- 25.1 Any claim arising out of or attributable to the interpretation or performance of this Contract which cannot be resolved by negotiation shall be considered a dispute within the meaning of this Section.
- 25.2 If for any reason Company and Security Agency are unable to resolve a claim for an adjustment, Security Agency shall notify Company in writing that a dispute exists and request a final determination by Company. Any such request by Security Agency shall be clearly identified by reference to this Section and shall summarize the facts in dispute and Security Agency-s proposal for resolution.
- 25.3 Company and Security Agency will meet for negotiations at a mutually agreed time and place. The Parties shall endeavor to settle the claim through discussions between the Parties- duly appointed representatives. It is agreed by the Parties that if the matter does not get resolved within 15 (fifteen) calendar days from the commencement of such negotiations, the Parties shall consider resolution of the dispute through arbitration.
- 25.4 Pendency of any dispute arising out of or attributable to the interpretation or performance of this Contract shall not be a reason for the discontinuation of Services under this Contract

26. ARBITRATION

Any dispute , difference , controversy or claims ("Disputes") arising between the Parties out of or in relation to or in connection with this Contract or the breach, termination , effect, validity , interpretation or application of this Contract or to their rights, duties or liabilities hereunder, shall be settled by the Parties by mutual consultation under clause 28 above. If for any reason such Disputes cannot be resolved amicably by the Parties, the same shall be referred to and settled by Arbitral Tribunal consisting of a sole arbitrator jointly appointed by both the parties herein.. The party seeking to invoke arbitration shall give a notice of appoint of the sole arbitrator. The other party shall give its consent to the appointment of the sole arbitrator and intimate the same within thirty days of the receipt of the notice of arbitration. In the event that the parties do not agree to the name of the sole arbitrator within the specified period the the Parties shall approach the High Court of Delhi for directions under the Arbitration and Conciliation Act 1996 for nomination of a sole arbitrator by the High Court. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto (the " Arbitration Act"). The decision of the arbitrator shall be final and binding upon the Parties.

The seat of arbitration shall be Delhi and the proceedings shall be held in English.

Notwithstanding pendency of any proceedings including arbitration proceedings or pendency of resolution of disputes, the Security Agency shall continue to provide continuous and uninterrupted Services.

27. PRESS RELEASES

Security Agency shall not (or permit any Affiliate, or any third Party to) put out any press or other media release or make any public announcement or statement relating in any way to the Contract contemplated herein, the business of Company or its Affiliates, the activities of Company or its Affiliates or any other arrangement between the Parties hereto without the prior consent of Company.

28. ENTIRE CONTRACT

28.1 This Contract and documents attached herewith constitute the entire contract between the Parties with respect to the subject matter hereof.

28.2 No changes, amendments, modifications or waiver of any of the terms and conditions. Thereof shall be valid unless reduced to writing and signed by duly authorized representatives of both Parties hereto.

29. NOTICES

Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) three days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile or email, or (iv) 14 days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Company:
Security Head, BYPL

If to Security Agency:
Contact person name,
Designation, address and contact details

30. WAIVER

Failure by Company to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

31. JURISDICTION

Subject to provisions of Section 32 (Arbitration), the Courts in Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

32. Liquidated Damages:

32.1 Contractor shall ensure that the Services are carried out in accordance with the terms and conditions of this Service Contract. If the Services are not carried out to the satisfaction of BYPL, whose decision shall be final and binding, the Bank Guarantee shall be en-cashed and in addition the Contractor shall be liable to pay and / or reimburse to the Company a sum equal to Rs. 1 lakh & further the Company reserves the right to terminate the Service Contract & with immediate effect the Contractor shall not be liable for any compensation under the Service Contract.

32.2 The parties agree that the above amount is 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 Service Contract.

33. 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 the currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- III. The Contractor to deploy their manpower immediately for carrying out the work.
- IV. The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor-s employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- V. The Contractor shall not deploy the resource below the age of 18 years and also shall not deploy the resource above the age of 60 years.
- VI. The Manpower deployed by the contractor shall be considered adequately qualified if they are skilled for the job.
- VII. The Contractor shall arrange Training to the deployed employee, as and when it is desired by the Management. A Training Program must be prepared by the Contractor (At-least for 2 days), for the newly recruited employees before engaging them for the execution of work.
- 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 Contractor-s manpower during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears.
- X. The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, 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 minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

- 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 COMPANY 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 shall 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 order.
- 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 Employee-s Pension Scheme, 1995.
 - d) The Employee-s 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 Wages Act, 1936.
 - l) The Delhi Shops & Establishment Act, 1954.
 - m) The Workmen-s Compensation Act. 1923.
 - n) The Employer-s Liability Act, 1938.
 - o) Public Liability Insurance Act 1991.
 - p) Fatal Accident Act, 1855
 - q) The Personal Injuries (Compensation Insurance) Act 1963.
 - r) Weekly Holidays Act 1942
 - s) Building and Other Construction Workers- Welfare Cess Act, 1996 and all rules there under(If Applicable)

Contractor shall provide proof to the Company, with regard to the above compliances, from time to time or as may be specifically requisitioned by the Company.

- XVIII. The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labour or other legislations for providing the services under this Agreement.
- XIX. Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies shall be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times
- XX. The Contractor shall take Accidental insurance for Rs.10,00,000/- (Rupees Ten Lakhs Only) in the name of the employees and endorse the insurance in name of COMPANY.
- XXI. Along with monthly bills contractor shall submit proper Challan for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the employee deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/ paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.
- XXII. The contractor shall pay to its employees their salaries/wages (working under this contract); only thru crossed cheque or ECS (Electronic Transfers in their respective Bank Accounts)
- XXIII. The Contractor shall maintain all the registers (Attendance, Wages etc) at the work site. These registers shall be signed by the Officer-in-charge as per governing laws/rule/regulations.
- XXIV. Contractor shall ensure that all manpower laws are complied with in all respect; e.g., (but not limited to) issuance of I-Cards, providing Wages Slip, PF Statement, Providing On-time Wages etc.
- XXV. Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.
- 34. Documentation:**
The Contractor shall submit the following documents to The Company prior to commencement of the Services:
- 34.1 Copy of medical fitness certificate obtained from a Registered Medical practitioner for each Security Guard/gunman/supervisor deployed for the Company.
- 34.2 Copy of the document showing the legal status of the Security Agency.
- 34.3 Copy of PF code number of Contractor issued by the Regional Provident Fund Commissioner.
- 34.4 Copy of the receipt or cover note or insurance policy taken by him to comply with the provision of the Workmen Compensation Act.

- 34.5 Copy of the license from the competent authority under the Contract Labour (R&A) Act.
- 34.6 Copy of original armed guard license and its registration in Delhi with the Commissioner of Police, as provided under Rule 62(3) of the Indian Arms Act, 1956 & PSARA Certificate of the agency.
- 34.7 List of its manpower giving details such as name, father-s name, address, native place address, permanent address, arm-s number, arm-s license number& make and name of the issuing Authority.
- 34.8 Copy of character verification certificate.
- 34.9 Clearance Certificate from Local Police Station & its validity.
- 34.10 Proof of age for the entire Security agency-s Manpower deployed in the Establishment.
- 34.11 Other than stated above, Contractor shall also submit copies of photo-pass and Ration Card for the entire Security agency-s Manpower deployed in the Establishment.
- 34.12 Copy of organization chart.
- 34.13 Bio Data of 10 persons in your firm/company's management.

35. REPLACEMENT OF RESOURCE(S)

- 35.1 BYPL shall consider/decide at its sole judgment if the person provided by the Contractor is unsuitable for the job or not, for whatsoever reason; and Company shall have the option of either (i) get the immediate replacement or (ii) prompt replacement by BYPL at contractor-s cost.
- 35.2 If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company shall at once remove such employee and replace him by a qualified and competent substitute within 5 working days. Contractor shall also be vigilant about the same all the time.
- 35.3 Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted to the Officer-In-Charge along with personal & qualification details.

36. 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.

37. INSPECTION

The Company and/or any person designated by the Company shall at all times have access to any site where the Contractor is performing any of the Services and such person shall have the right to inspect such performance thereto at such site.

38. WAIVER

Failure by Company to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

39. Manpower Deployment Clause

1. The scope of work shall be defined by Officer-in-charge or his nominated official.
2. The Contractor will perform the offered Service, acts and matters, on the basis of the terms defined herein and in accordance with such amended directions that the Company may from time to time desire, as are earlier mutually agreed between the Parties to the Contract.
3. The resource deployed by agency shall be on 26 days in a month basis as per Minimum Wages Act prevailing NCT of Delhi.
4. Contractor will submit all relevant documents as stipulated in the contract to Officer-in-charge for verification before the commencement of the work and thereafter as and when required in addition to Compliance Cell / C&M / Finance / HR Cell.
5. The resource shall be deployed after clearance from BYPL.
6. The Contractor shall issue identity cards bearing the name of the Contractor to its employees and shall provide an authority letter to them and the employees shall carry the same when they are on duty at the Company.
7. The Contractor shall ensure marking of attendance of its employees in the manual registers maintained by the agency at the Company locations. Additionally, wherever Company has installed manual/electronic attendance marking devices, the Contractor is required to mark the attendance of its employees in those devices also at the time interval decided by Company. At the end of the month a copy of the attendance sheet along with the attendance cards of such devices should be forwarded to Company for processing of payment to the Contractor by the Company. Without such attendance proof, no payment would be made.
8. The contractor will submit police verification report for the entire workforce deployed before submission of the first running bill.
9. The service provider undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, BYPL shall be within its rights to make necessary deductions.

40. SEVERABILITY.

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

41. NON DISCLOSURE AGREEMENT

On award of contract, the successful contractor has to submit a non disclosure agreement on a Rs. 100/- stamp paper according to format provided

42. PERFORMANCE SECURITY BANK GUARANTEE:

- 42.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.
- 42.2 The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period
- 42.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.

- 42.4 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.
- 42.5 In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.

43. TERMS OF PAYMENT:

- 43.1 Service Provider shall submit correct monthly running bills to the concerned Officer-in-Charge, completed during the month.
- 43.2 Company shall make payments on the bills within 30 days from the date of submission of the bills duly verified and certified by Officer-in-Charge by quoting all the applicable clauses of agreement along with documentation in support of verification, at Vendor Support Cell, Shakti Kiran Building, Karkardooma, after deduction of taxes required by applicable laws to be deducted at source.

The Service Provider shall submit to the Company true copies of receipts of all such taxes paid within 30 days of making such payments. Invoices raised for work carried out under this order, in the manner indicated above, will be returned to the Service Provider by Engineer-in-charge within 3 days of its receipt, duly certified by Engineer-in-charge as under:

"Certified that work and the quantity for which this invoices (with No & Date) has been raised, has been duly verified and certify with reference to relevant documents and found to be correct, the terms and condition shall be satisfactorily completed by the Service Provider. Payment may be made as per Agreement rates".

- 43.3 In case of first bill, the billing period shall be till the end of the immediately following calendar month. The bills shall be made in favor of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi.

The bill shall consist of the prescribed documents on standard stationary designed by the Company. Service Provider shall collect the details of such documents and formats from the Company.

- 43.4 Notwithstanding anything with the release/ payment of bills by the Company to the Service Provider, the Service Provider shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Service Provider pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release / payment of the bill by the Company to the Service Provider and the payment of any salary, wages or any other dues whatsoever by the Service Provider to its employees, workmen and laborers.
- 43.5 Service Provider 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 in clause no 5.

- 43.6 100% payment shall be released on submission of bill and certification of Contract completion by Officer In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.
- 43.7 The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer In Charge for compliance to check points given in check list. The check list shall be provided by Officer In Charge.
- 43.8 Contractor shall keep a record of attendance of all his employees on a daily basis preferably through a biometric system and Daily provide mail soft copy of the same to Manager (Admin) and HOD (Admin) in order to keep track of manpower in field as well as submit the monthly attendance submit the same along with the bill.
- 43.9 Contractor shall provide attendance of staff deployed in a hard copy and a soft copy in an Excel file along with the copy of his bill.
- 43.10 The company may modify procedure for submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company time to time.

44. STATUTORY OBLIGATIONS:

- 44.1 The Service Provider 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, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. Service Provider has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above.
- 44.2 The Service Provider shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.
- 44.3 Service Provider shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labor (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Service Provider shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall entitled to deduct from any money due to or to become due to Service Provider any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Service Provider shall abide by the decision of the Company to the sum payable by Service Provider under the provisions of this clause.

44.4 STATUTORY REQUIREMENTS:

The Contractor should obtain and must submit the following to Company before commencement of Contract and these shall renewed from time to time as and when required:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number.
- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration if applicable.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) 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).
- c) To maintain Wage-cum -Attendance Register
- d) The manpower which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of ₹ 2.00 lacs.
- e) To maintain First Aid Box at Site. e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

f) **INSURANCE POLICY FOR LIFE COVER:**

Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of ₹ 10 Lacs (Death + Permanent Total Disability + Partial Permanent Disability due to external accidents).

- g). **Antecedents verification of deployment**
Without limiting the foregoing terms of the present Order/ Contract the contractor shall, within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with prior consent of the personnel. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employee arising out of or against any such background check(s).
- h) In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.

To motivate his employees to achieve high level of performance standard, the contractor shall formulate and implement an appropriate R&R Policy based on aforesaid performance measure which will include advisory action also.

45.0 EVENTS OF DEFAULTS:

COMPANY may, without prejudice to any of its other rights or remedies under the Contract Order or in law, terminate the whole or any part of this Contract Order by giving written notice to the Contractor, if in the opinion of COMPANY, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract order including but not limited to any of the following cases:

- a) Failing to complete execution of Contract within the terms specified in the Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contract.
- c) Failing to comply with any reasonable instructions or orders issued by COMPANY in connection with the Contract.
- d) Failing to comply with any of the terms or conditions of this Contract order.

In the event COMPANY terminates this Contract order, in whole or in part, on the occurrence of any event of default, COMPANY reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COMPANY may have under the Contract order or in law including without limitation the right to penalize for delay under clause 14.0 of this Contract, the contractor shall be liable to COMPANY for any additional costs that may be incurred by COMPANY for the execution of the Contract.

46.0 RISK & COST:

If the Contractor fails to execute the Contract as per specification / as per the direction of Officer's In-charge within the scheduled period and even after the extended period, the contract shall get cancelled and company reserves the right to get the Contract executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

47.0 GOVERNING LAW

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.

(I) SPECIFIC EVENTS OF FORCE MAJEURE

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

1. The following events and circumstances:
 - a. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and
 - b. Explosions or fires or flood
2. Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character; Provided that strikes by the employees of the Contractor shall not be an "Event of Force Majeure";
3. Declaration of the Site as war zone.
4. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

(II) NOTICE OF EVENTS OF FORCE MAJEURE

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



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1. Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
2. Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event
3. Use all reasonable efforts to resume full performance of the obligation as soon as practicable
4. Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
5. Provide prompt notice of the resumption of full performance or obligation to the other party.

(II) MITIGATION OF EVENTS OF FORCE MAJEURE

The Agency shall:

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

(III) BURDEN OF PROOF

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

(IV) TERMINATION FOR CERTAIN EVENTS OF FORCE MAJEURE

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

48.0 SECRECY CLAUSE:

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 in any form, 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 the order. 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 Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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.

49.0 SAFETY CODE:

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

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

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

In order to maintain security and zero fatal accidents, Safety shoes (S3 or SB) of renowned brand should be provide to the manpower deployed in MLCC which are taking readings of meters installed on voltage level 415v at least once in a year of contract period .

LT Line tester (renowned brand) is to be provided at least twice during the contract period to check and maintain security during readings in case of leakage current.

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

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

50.0 ACCEPTANCE:

Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the #Vendor Code of Conduct# displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.

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

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

The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

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 and complete scope of work.

Contractor 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.

51.0 THIRD PARTY INSURANCE:

The Agency shall, prior to commencement of the jobs under this Contract, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the work or temporary work or in carrying out of jobs under this Work Order.

52.0 ENVIRONMENTAL, HEALTH and SAFETY PLAN:

Agency will make ensure that the Environment, Health and Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Agencies must comply with these requirements:

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work Atleast 2 times medical check up (i.e BP, Sugar , Hb and weight) during the contract period of employees engaged in MLCC as a preventive measures from any sudden disease.
 - (ii) Comply with the procedures provided in the interests of Environment, Health and Safety
 - (iii) Ensure that all of their employees designated to work are properly trained and competent
 - (iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
 - (iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
 - (v) Provide details of any hazardous substances to be brought onsite
 - (vi) Ensure that a responsible person accompanies any of their visitors to site
- All agencies' staff is accountable for the following:
- 1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
 - 2. Keep tools in good condition
 - 3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
 - 4. Develop a concern for safety for themselves and for others
 - 5. Prohibit horseplay
 - 6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

53. Deployment of Resources:

- 1. The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name,

address, qualification, experience and AadharCard number of resource deployed. No resources will be deployed without proper I card.

2. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the COMPANY/Engineer In-Charge finds the resources not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate resources immediately.
3. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BSES on a daily basis to the Divisional In-charge.
4. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct.
5. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.

APPENDIX A

SCOPE OF SERVICES

1. GENERAL SCOPE (For Security Guards and Supervisors)

Without prejudice to the generality of the responsibilities, liabilities and obligations attached to the security arrangements for the Company-s site / offices and other areas, following shall inter-alia be the responsibilities, liabilities and obligations of the Contractor:

- 1.1.1 Keep vigil on, and to check, if required, all incoming and outgoing persons including the Company-s employees, its contractor-s employees and labourers, visitors etc.
- 1.1.2 Keep vigil on and to check if required, all incoming and outgoing materials, vehicles including cars, trucks, scooters, motor-cycles bicycles etc so as to ensure that there is no unauthorized entry or exit of men, materials and vehicles in the Company-s premises.
- 1.1.3 Record and maintain the register of major and minor events occurring during the period of 24 hours and report the same to the authorized officer of the company every day regularly in the form of daily report.
- 1.4 Maintain Registers, Logbook & other documents for incoming and outgoing men, materials and vehicles etc. in such Performa as may be prescribed by the Company from time to time.
- 1.5 Prepare and issue gate-passes for business visitors, etc. and to collect such passes at the time of exit and to maintain the record for the same.
- 1.6 Inquire into any theft, pilferage, fire, disobedience, rowdies, indiscipline, unauthorized activities and all other criminal activities in the Company-s premises and report the same to the Officer-in-Charge and to lodge the complaints to police authorities, if so desired by the Company.
- 1.7 Any lapse on account of non-reporting of report of theft or any other untoward occurrence shall be treated as offence.
- 1.8 Provide necessary law and order assistance to the Company in case of fire etc in the Company-s premises or on any other occasion as may be directed by the company.
- 1.9 Deploy security personnel at strategic points and arrange for Circle/District /zonal patrolling, round the clock and to check all locking devices in operation while on patrol.
- 1.10 Provide escorts to the management executives, officers and staff and important visitors of the Company as and when asked for by the Company.
- 1.11 Protect the Company property and premises against all outside and inside forces including malicious acts of any person(s).
- 1.12 Protect trees, shrubs, arboriculture and other horticulture in the premises.

- 1.13 Carry out surprise checking personally by the Contractor or the Security Agency-s senior officers to ensure effective services by the security staff deployed by the Contractor in the Company-s premises.
- 1.14 Provide intelligence services to the Company on regular basis on important events / developments concerning the Company-s interest.
- 1.15 Any other job / services concerning security of the Company.
- 1.16 To perform various checks related to product and material dispatch.
- 1.17 To provide criminal intelligence information on call basis.
- 1.18 Supervision of the operations of vehicles and transport.
- 1.19 Provide operational support to consoles.
- 1.20 To guide business / official visitor of Company to correct offices.
- 1.21 To carry out official correspondence with other offices of Company by Email / letter / phone as per the direction of the authorised officer of Company.
- 1.22 To prevent fire, disobedience, rowdies, indiscipline, unauthorized activities & any other such activities in Company-s premises & report the same to the authorised officer of Company. To provide security work and watch and ward work to the Company with respect to the Property, Establishments, Premises and Personnel of Company and its Affiliates. The property & premises and personnel of Company and its affiliates shall be protected against all outside & inside forces including malicious acts of any person(s).
- 1.23 To monitor the access control of men, materials, vehicles etc.
- 1.24 Verification of character and antecedents of the employees of or candidates selected / short listed by Company as and when asked for.
- 1.25 To liaison with local law and order authorities.
- 1.26 The agency shall record the attendance of its employees as per the method directed by the Officer In Charge deployed by BYPL
- 1.27 **ADDITIONAL JOBS / DEPLOYMENT:** In addition to the Scope of Service mentioned here, the Security Agency shall provide additional security / supplementary office support for the occasion like visits of VIP, Annual General Meetings of Company, social / cultural / sports programs or any other eventualities, for which sufficient advance intimation shall be given, whenever possible. Necessary compensation shall be made based on Pro Rata Basis.

1.1 GENERAL SCOPE(For Gunmen)

- 2.1.1 The Contractor shall establish all relevant and necessary practices relating to the Services to be provided at the Establishment.
- 2.1.2 The Contractor shall deploy & organize the manpower accordingly.

- 2.1.3 The Contractor shall be fully responsible for the smooth running of the security Services with the requisite number of the Manpower to meet the desired performance level up to the Company satisfaction.
- 2.1.4 The Contractor shall provide the Services in accordance with these terms, in full compliance with statutory provisions and the schedules and provide adequate employee (including supervision) fully trained and well equipped and equipments.
- 2.1.5 The Services shall be provided as per instruction by Officer in charge.
- 2.1.6 The Contractor shall ensure that it shall at all time conduct within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this agreement and in the event of any such illegal act being committed or abetted, Contractor shall be liable for all such consequences arising out thereof including the termination of contract and BYPL shall not in any way be liable either directly or indirectly for such acts.
- 2.1.7 The Gunmen shall have valid Armed Licence in their possession during duty hours.
- 2.1.8 The weapon should be in proper working condition and gun man should possess minimum twelve live cartridges of latest stock.
- 2.1.9 The Gun Men shall keep the gun in their own safe custody after completion of duty.

2.2 Selection of Contractor's Employee:

- 2.2.1 The Contractor shall select employee to render the BYPL Services who are major, known to them and in respect of whom character and employment references have been checked to ensure that they are reliable, discreet and honest. He shall provide the list of the names of the entire employee working at company, their duties, and all changes in the employee replacement.
- 2.2.2 The contractor shall get the work done through his employees only and shall not hire any person on behalf of the Company neither shall act as an authorized agent of the company.
- 2.2.3 The contractor shall provide the information of employees to be deployed at BYPL in advance.
- 2.2.4. The contractor shall deploy authorized and experienced-armed guards who are able-bodied persons, as per specifications provided in Annexure-II
- 2.2.5. The contractor shall ensure the duty hours of each Gunman shall not exceed 8 hours in one shift during a day (24 hours) i.e. one guard shall be allowed to be on duty only for 8 hours in a day. Any duty hours beyond 8 hours shall have prior approval of Officer in charge.

2.3 Health and Safety Policy:

The Contractor shall ensure that its employee working in the company are made fully aware of and comply with BYPL's security procedures and do not take bags other than small handbags onto the site. The Contractor acknowledges that it is under a duty to ensure so far as is reasonably practicable the health, safety and welfare at

work of all its employees and other persons who are affected by its business activities.

- 2.3.1 So far as it affects its employee, the contractor shall safeguard their health, safety and welfare at work under this agreement, bring to their notice the safety policies of both the company and itself, provide all necessary information, training and supervision in safe working practices and need to work safely.
- 2.3.2 The contractor has to maintain a comprehensive list setting out details of its employee functioning at the company.
- 2.3.3 In case extra manpower or material is required for reasons of improving the quality and nature of services, the contractor shall arrange for the same immediately at its own cost.
- 2.3.4 The contractor shall promptly provide replacements of its employee on its cost as soon as possible.
- 2.3.5 Contractor shall not use the name of BYPL in any manner for credit arrangement or otherwise and it is agreed that BYPL shall not in any way be responsible for any debts, liabilities or obligations of Contractor or its employee.
- 2.3.6 The Contractor shall ensure due compliance with the provisions of the relevant labour laws i.e. Minimum Wages Act, payment of wages act, Workmen's Compensation Act, Provident Fund, Contract Labour (Regulation and Abolition) Act, Payment of Bonus Act, etc. (including all amendments) and shall not indulge in any unfair labour practices.
- 2.3.7 All the other statutory responsibility and liability, including payment of wages and other emoluments to the Employee shall be that of the Contractor. Similarly, the matters of earned leave, sick leave, and other facility to be given shall be a matter between the Contractor and his Employee and he agrees to indemnify and keep indemnified BYPL against any claim, loss, cost, charges and expenses incurred or suffered by BYPL on that account.
- 2.3.8 The Employee engaged by the Contractor shall be treated as the employees of the Contractor and all the liabilities on account of the said Employee/employees shall be that of the Contractor.
- 2.3.9 The Contractor shall open a bank account with a nationalized bank for the purposes of receiving payments under this Agreement and provide such account number and all other relevant details to BYPL.
- 2.3.10 The Contractor shall at all times ensure the due and timely payment of wages to its entire employee engaged in BYPL Services.
- 2.3.11 The Contractor shall appoint a supervisor, as per instruction of the Security Head. Such supervisor shall submit a daily report to Officer-in-Charge, including but not limited to, the entire arm's person deployed, detailing, inter alia, daily activity undertaken by the Contractor and progress made by the Contractor.
- 2.3.12 The contractor shall issue Identity cards to all security Guards & supervisors duly endorsed by the company.



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2.4. The Contractor Shall:

- 2.4.1. Ensure that gunman/ supervisors are not a member of any union of BYPL's organization.
- 2.4.2. For the planned absence at least a 7 Days advance notice shall be given to the company for the concerned gunman and suitable replacement acceptable to the company shall be provided.
- 2.4.3. For the casual absence it shall be ensured by the Contractor that the no post should remain vacant.
- 2.4.4. Promptly provide replacements of manpower if, in the opinion of the Company, such manpower does not perform its duty sincerely, according to the SOP. However, in the event of voluntary replacement by the Contractor prior written intimation of such replacements shall be made to Officer-in-Charge.
- 2.4.5. Ensure periodic rotation of its manpower on every 3 months basis.
- 2.4.6. Ensure that its manpower adheres to good industry practices, and always carry out Services in accordance with this Service Contract.
- 2.4.7. At its own cost procure medical examination of its manpower once in every 12 months.
- 2.4.8. Abide by the rules and regulations made by the State as well as Central Government and local authorities.
- 2.4.9. Be entirely and wholly responsible for any firing operated by its employees during any situation or for any purpose whatsoever.
- 2.4.10 In the event of replacement of its Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations.
- 2.4.11 Conduct fire mocks drills once in a month having duration of 1 Hour at various locations in the presence of co-officials and shall submit report as per Annexure-XII.

2.5. The Contractor shall provide at its own cost the following:-

- 2.5.1 Gadgets of approved make to record attendance at interval of ½ hour at each location.
- 2.5.2 Motorbikes to patrolling supervisor along with mobile phone.
- 2.5.3 Bicycle to its guard, wherever required.
- 2.5.4 Drinking water pot.
- 2.5.5 Four Cell torch to each guard.
- 2.5.6 All stationary items are required to be provided by the security agency and maintained as per instructions from Head-Security.

- Daily Attendance Register,

- Material In / Out register,
- Returnable Material Register
- Vehicle In / Out register
- Night checking register
- Report on Mock / emergency drill
- Daily Activity Report Register (Occurrence Report)
- Weekly Activity Report
- Monthly Activity Report

- 2.5.7 Gun to all Gun-man deployed. All expenses related to providing the Guns, Ammunition & maintenance thereof shall be borne by the Agency itself.
- 2.5.8 The Contractor himself shall ensure to conduct at least biweekly surprise night checking between 0100 to 0400 Hours to ascertain whether its gunman are on constant guard and report the same to Officer-in-Charge.
- 2.5.9 The Contractors shall provide such uniforms as approved by the Company and as set out in Annexure-I, to its entire manpower, and shall ensure that, at all times, the manpower adheres to all conditions as set out in Annexure-I.
- 2.5.10 The Contractor shall ensure that the payment to its guards/ supervisors is not below the prescribed minimum wages as per applicable law.

2.6 The Contractor shall maintain:

- 2.6.1 A comprehensive list of its employees deployed at the Establishment.
- 2.6.2 Attendance register of its employees deployed for the work entrusted under the contract, in the format as per Annexure -XIII.
- 2.6.3 Register of shift schedule specifying allocation of duties to such persons deployed.
- 2.6.4 In case, if the Company is of the opinion, after due consultation with the Security Agency, that extra manpower or material is required for reasons of improving the quality and nature of Services, the Contractor shall arrange for the same immediately at the same rates specified in the Service Contract.
- 2.6.5 The contractor shall co-ordinate with local police and local administration.
- 2.6.6 The Contractor submit an integrated Security master plan for approval covering Head Office, Circle wise, District Office, cash collection, stores, Grid substations.

2.7. The Contractor shall ensure:

- 2.7.1 Judicious and economical use of resources of the Company, including, but not limited to resources such as space, water and electricity.
- 2.7.2 Employees of the Contractor shall carry out only those functions that are stipulated under the terms of this Service Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 2.7.3 In case of accident of whatsoever nature in the Company campus where the employee of the Contractor gets injured or dies, it would be the sole responsibility of the Contractor to settle claims or otherwise and indemnify BSES for any such incident.

- 2.7.4 Keep vigil on, and to check, if required, all incoming and outgoing persons including the Company's employees, its contractor's employees and labourers, visitors etc.
- 2.7.5 Keep vigil while movement of Cash from Cash Counter to Cash Chest or Bank. The Security Agency shall be responsible for any untoward incident.
- 2.7.8 Inquire into any theft, pilferage, fire, disobedience, rowdies, indiscipline, unauthorized activities and all other criminal activities in the Company's premises and report the same to the Officer-in-Charge and to lodge the complaints to police authorities, if so desired by the Company.
- 2.7.9 Any laps on account of non-reporting of report of theft or any other untoward occurrence shall be treated as offence.
- 2.7.10. The gunmen would be deployed with the permission of the Officer in Charge and daily a report duly certified by the Officer in Charge must be sent to the Corporate Office.
- 2.7.11 Provide necessary law and order assistance to the Company in case of fire etc in the Company's premises or on any other occasion as may be directed by the company.
- 2.7.12 Deploy security personnel at strategic points and arrange for Circle/District /zonal patrolling, round the clock and to check all locking devices in operation while on patrol.
- 2.7.13 Provide escorts to the management executives, officers and staff and important visitors of the Company as and when asked for by the Company.
- 2.7.14 Protect the Company property and premises against all outside and inside forces including malicious acts of any person(s).
- 2.7.15. Protect trees, shrubs, arboriculture and other horticulture in the premises.
- 2.7.16 Carry out surprise checking personally by the Contractor or the Security Agency's senior officers to ensure effective services by the security staff deployed by the Contractor in the Company's premises.
- 2.7.17 Provide intelligence services to the Company on regular basis on important events / developments concerning the Company's interest.
- 2.7.18. Any other job / services concerning security of the Company.

2.8 Performance Standards:

Any person designated by Officer-in-charge shall at all times have access to any site where contractor is performing any of the Services and such person shall have the right to inspect such performance thereto at such site. Company, through its authorized representatives, shall be absolutely entitled to, without any hindrances whatsoever, to search the body and property of any manpower of the Contractor and shall also be entitled to seize any item on such manpower's person which, in Company's opinion, such manpower was not entitled to carry. In the event that the authorized representative of Company finds any such item with such manpower, Contractor shall immediately remove such manpower from the rendering of Services

to Company and Company shall be entitled to prohibit the entry of such manpower in its Premises.

2.9 Additional Scope/ Work

Any additional work beyond the scope enumerated here shall be carried out by the Contractor only after written confirmation from the signatory of the Work Order. The Company shall not entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in the Work Order. Any such claim shall stand automatically null and void unless accompanied with a formal amendment to the Work Order. In addition to the Scope of Service mentioned here, the Security Agency shall provide additional security / supplementary office support for the occasion like visits of VIP, Annual General Meetings of Company, social / cultural / sports programs or any other eventualities, for which sufficient advance intimation shall be given. Necessary compensation shall be made based on Pro Rata Basis.

2.10 OTHER OBLIGATIONS/CONDITIONS:

The Contractor shall provide and maintain such vehicle in such numbers as may be specified by the Company of good condition and make these available to his supervisory staff for efficient discharge of their duties.

1. In case of any emergency like disturbances, demonstration agitation etc. within the Project offices, Plants / Installations and / or other premises of the Company, the security personnel deployed by the Company shall stand firm on their duties and assist the management and police authorities, in maintaining law and order situation at such places.
2. In case of security personnel deployed by the Contractor go on strike, go for agitation or remain absent or remain inactive in a manner not conducive to Company-s interest, the Contractor shall promptly replace them by such effective and efficient persons.
3. The security personnel deployed by the Contractor in the Company should possess thorough knowledge on right of private defense of personnel and property as provided under the Indian Penal Code.
4. Whenever the Contractor through his security personnel, deployed at any of the Company-s premises, notice or hear anything against the interest of the Company, he shall report the same promptly to the authorized officer of the Company.
5. The Security Agency-s Manpower shall not engage themselves, directly or indirectly, in any commercial activities or employment over & above their employment with the Security agency.
6. All security personnel deployed by the Contractor shall be respectful and shall possess required tact and patience in the performance of their duties and shall discharge their duties in a most befitting manner keeping honor and dignity of the Company as high as possible.
7. The Contractor shall provide at his cost proper and attractive uniforms & equipment all the security personnel deployed by him. However, before such uniform is prescribed, the Contractor shall obtain the opinion of The Company in this regard. All security personnel deployed shall keep smart, active and impressive appearance and shall put on the uniform in well washed, pressed neat and tidy condition. On Independence Day, Republic Day, Special events relevant to the Area and other similar occasions the Security Agency shall provide at its own cost, proper & ceremonial uniforms to all the personnel deployed by it if so desired by the Security Head from BYPL
8. The Contractor shall rotate the security personnel deployed for the contract at suitable intervals or as and when suggested by the company.

9. The Contractor shall ensure that the security personnel observe code of conduct and discipline expected of a Security Force.
10. For providing administration, supervision & control as well as to maintain liaison with Company & other outside agencies, the Security Agency shall maintain to the satisfaction of the authorised officer of Company, required organizational set up at Company-s site.
11. Whenever Security Agency through its personnel, deployed at any of Company-s premises, notice or hear anything against the interest of Company, it shall report the same promptly to the authorised officer of Company.
12. The Security Agency shall issue uniform sets every year to maintain standard appearance. The Security Agency shall also provide the rain wear and winter wear.
13. The Security Agency shall, on the request of the company, ensure availability of one of its senior representative all the time in its office to be maintained near Company-s site / within a radius of 3 (three) kilo meters, from Company-s site who will, in his capacity as the authorised representative of the Security Agency, liaise with Company-s officer in charge of office support activities.
14. Field Officers shall be provided with motorcycle

2.11. PROVISION FOR PENALTY:

- 2.11.1 In case of any theft, pilferage, loss or damage to Company-s properties & persons, attributable to the negligence or omission in duty on the part of the personnel deployed by the Security Agency, Company at its sole discretion shall be entitled to levy an appropriate penalty on security agency as it deems fit for each such case, which shall be accepted by the Security Agency without raising any dispute. Whether any such loss is attributed to the negligence or any such act on the part of the Security Agency personnel or not will be decided by Company after holding necessary inquiry in the matter. In case of any dispute in this regard, the same will be referred to the Head of Security of Company whose decision shall be final & binding on the Security Agency.
- 2.11.2 The Service Fee referred to in the Contract is for satisfactory performance & for fulfillment of the requirement in an adequate manner by the Security Agency as per the Scope of Services described herein above in this appendix. In case of any unsatisfactory performance or any inadequacy noticed in a particular month by Company, the Service Fee for that month shall be liable to reduction as per appendix I; however, the decision of the Head of Security of Company shall be final in this regard.
- 2.11.3 The Company shall impose and deduct applicable penalties as per appendix I

2.12 Statutory Penalty:

In the event of any non-compliance of statutory requirement under the various labour laws as stipulated in this work order/contract, by Agency and if the same is demanded from BYPL by the Statutory Authorities to pay any such amount, Agency is liable to pay back the said amount along with a penalty of 20% within 10 (ten) days of the written communication from BYPL. The imposition of the penalty is without prejudice to the BYPL-s right to terminate this contract."

The closure of the work and final settlement of the contract/work order shall be affected only after receiving NOC from BSES".

2.13 Standard Operating System (SOP)

DUTY SECURITY GUARD
ON TAKING OVER DUTY

- Report 5 minutes before duty time
- Obtain exhaustive briefing from outgoing guard
- Sign duty log book as having understood & taken over duty
- Take charge of duty

DURING DUTY

- Maintain strict vigil over the entire allocated duty area
- Remain properly dressed along with head-gear at all times
- Keep the baton, whistle & torch in working order throughout
- Do not leave duty area without being properly relieved
- Remain at your politest best with visitors without compromising security
- Ensure that vehicles are parked at designated locations, systematically
- Keep main gate always locked & open the same when required
- Keep records of contractor-s workers entering the premises.
- Keep strict vigil on touts & anti-social elements
- Ensure that incoming material is inspected and recorded in
- Incoming material registers- & put the official stamp on the associated bill/challan
- Ensure that outgoing material is inspected & permitted only after verification of the associated gate-pass signed by authorized signatory. Make entry in outgoing material register-
- Ensure that visitors are allowed only after obtaining -okay- from the company official being visited. Enter details in the -visitors register- & allocate the visitors-pass
- Guide the visitor to the destination without leaving the post
- In case of dead-lock with the visitor, ask intervention of security supervisor/company official to resolve the matter
- Respect all company officials and extend courtesy without compromising security
- Record all unusual occurrences in security log book & inform supervisor/company official
- Do not gossip while on duty

ON HANDING-OVER DUTY

- Do not leave post without being relieved
- Brief relieving guard on the occurrences as well as special requirements
- Make entry in the -security log book about having briefed & handed over duty to incoming guard by name) & sign at the respective column
- Take proper rest at home, to be fit for next day-s duty

SECURITY SUPERVISORS OF AGENCY/INSPECTORS OF BSES Yamuna POWER LIMITED

- Keep record of all guards, locations & their duty timings
- Supervise performance & maintain data bank of the same
- Conduct surprise checks to ensure coverage of each location at least once a week during day & once a month during night
- Record the above checks in -security check register- & obtain signatures of ASO & Dy. SO
- Maintain effective and routine liaison with local police & fire organization at least once a month & record the visit details in -liaison/ coordination register- & obtain signatures of ASO & Dy. SO

- Maintain liaison with various BYPL offices under the jurisdiction to ensure effective, friendly & fail-safe security
- Ensure provisioning of relievers from security agencies as absentee replacements
- Plan the leave of BYPL security employees in a manner that there is no conflict or shortfall throughout the year
- Maintain discipline amongst security staff & initiate action against defaulters. Apprise supervisor, ASO /Dy.SO & Security Manager.
- Check status of fire fighting extinguishers & initiate action for their serviceability with ASO / Dy. SO & Security Manager

ASST. SECURITY OFFICER (ASO)/SECURITY MANAGER OF BSES/ MANAGER OF AGENCY

- Be responsible for all security matters in the area of responsibility
- Conduct surprise checks in order to cover each location at least once a month during day & once in three months during night (1 a.m. to 4 a.m.)
- Record the above checks in -ASO security check register & obtain signatures of Dy. SO
- Maintain liaison with local police & fire fighting stations at least once a month for each district. Record the same in -ASO liaison/coordination register-
- Maintain liaison with various location heads in order to ensure fail-safe, friendly and effective security services
- Collect intelligence information & forward to Dy. SO
- Review the security deployment every month & suggest reduction where possible
- Ensure interchange of locations of guards to ensure that no guard stays at same for more than 3 months
- Maintain data bank of security employees with regards to their proficiency, conduct & effectiveness
- Maintain discipline & initiate disciplinary action amongst staff

Dy. SECURITY OFFICER / SECURITY MANAGER OF BSES/ DIRECTOR OF AGENCY:

- Be responsible for security & fire fighting for BYPL
- Review security deployment every month & suggest possible reduction
- Conduct surprise checks to ensure that at least one location is covered in each district at least once a month
- Record the above check details in Dy. SO check / inspection register-
- Maintain liaison with BMs(d) to ensure a fail-safe, friendly & efficient security service
- Maintain data bank of all security personnel with regards to their professional standing, bearing & conduct
- Ensure interchange of locations of all security personnel every 3 months
- To keep record of attendance of all security staff

OUT BREAK OF FIRE:

- On observing fire, shout "Fire, Fire, Fire"
- Try extinguishing it on your own
- Ask for help from people to fight fire
- Contact local fire station on Tel for immediate help
- Inform the local police station on Tel
- Inform security supervisor/ company official on Tel
- Assist fire-party in fighting fire

- On extinction of fire, record details in -security log book- and inform all concerned about the same, who were informed earlier
- Resume normal security duty

THEFT/ DISORDER ACTION BY SECURITY GUARD:

- Investigate at-site to identify & isolate the thief till arrival of supervisor/ police
- Inform security supervisor & company official Mr..... on Tel ".....Mob"
- Inform local police station for immediate help on Tel: -.....
- Assist police/investigation party
- Record details in "security log book"
- Continue to be alert & on guard
- Maintain discipline amongst security staff & initiate disciplinary action against defaulters
- Collect & compile intelligence inputs & put up to HOD (HR/Admin/Head-Security)
- Maintain close liaison with regional police & fire fighting departments once a month & record this in liaison log register
- Maintain data bank of all the BYPL locations and their associated police & fire-fighting departments, including names of Officer in-charges, postal addresses, telephone nos., and mobile no. fax no. ,etc & display the same at respective sites
- Maintain close liaison with outsourced security agencies/BYPL officials for optimum & most judicious utilization
- Receive & retain i-cards of retiring officials and accord "no objection"/ clearance from security (only for Dy. SO)
- Conduct security briefs / de-briefs of the ASO s and supervisors every month for strengthening the security network & functioning further.

APPENDIX - B

SERVICE FEES

- 1 Service Fees shall be inclusive of agency margin, applicable minimum wages, statutory charges, uniform charges and taxes levied in India, except GST, which shall be as per prevailing rates.
- 2 Service Fees shall be payable on a monthly basis as per the process mentioned in Appendix E.
- 3 Taxes will be deducted at source at the rates applicable.
4. The Fees payable shall be based on minimum wages applicable

APPENDIX - C

AREA

Protection of BYPL offices / Ware houses spread across South – East Circle , North – East Circle & Central Circle and all premises, tangible or intangible including men & machinery and providing administrative & office support services as per the Scope of Services provided in Appendix A to this Contract.

APPENDIX D

QR (QUALITATIVE REQUIREMENT) FOR SECURITY PERSONNEL

1.0. Basis for Manpower Selection:

- b) Age of the security personnel should not be more than 60.
- c) Character of the security personnel should have been “Good” in the forces

Additionally, specified manpower will be provided depending on Area/Site needs, with necessary qualification like:

- i. Security Control Room Operators - Computer literate

RESPONSIBILITY OF SECURITY PERSONNEL

- 2. Supervisor
 - 2.1 Single point responsible person available to all the offices, O&M dept, local business teams, shared service teams, support services and project teams posted in area.
 - 2.2 Responsible for physical security of all assets, member of local safety Committee represents the QMS Audits as auditee.
 - 2.3 Responsible of access control of Men, Material and vehicles
 - 2.4 Investigation of all security incidents occurred under the mapped area.
 - 2.5 In case of an Incident reported, he reaches the site and carries out Preliminary investigation and reports to all concerned
 - 2.6 Accompany and assist the asset owner to lodge Police FIR / PC
 - 2.7 Follow up with police during the investigation of any security incidents.
 - 2.8 Scheduled security checks of unmanned site falling under the mapped Area.
 - 2.9 Coordination with Law enforcement agency, statutory and regulatory Authorities mapped under the respective area.
- 3. Security Assistant /Security Guard
 - 3.1 Responsible for manning the gate for any unauthorized access into the site.

- 3.2 Responsible for the safety and security of employees and asset at site Control the movement of Employees, Agency staff, Visitors and Vendor at site.
- 3.3 Security checks of incoming and outgoing material movement and regulates the entry in Register
- 3.4 Carry out random foot patrolling rounds of the premises to detect intrusion for theft of material inside premises
- 3.5 Regulate the Vehicle movement of O & M vehicle personnel vehicle, logistic vehicle in / out of premises.
- 3.6 Quick response in case of any emergency situation at site and also inform concerned person and response agencies.
- 3.7 Shall be part of Fire & safety team.
- 3.8 Security Automation System Maintenance Coordinator (SAMS)
 - a) Shall responsible for smooth functioning of SAS across all circles/Sites.
 - b) Shall coordinate with O & M staff at sites for carrying out repairs and Maintenance activities of SAS and provide guidance to the O & M team.
 - c) Keeps monitoring the functioning of SAS equipments in the Circle.
- 3.9 Shall coordinates with the concerned authorities for providing the spares at sites.
- 3.10 To maintain the fault history register of SAS equipments and time taken to rectify the faults.
- 3.11 To keep track on updates on SAS equipment and coordinated preventive and corrective maintenance.
- 4. Assistant Console Operators (ACO)
 - 4.1 To monitors and responds to alarm from respective circle and initiate appropriate action in case of any alarm.
 - 4.2 To be responsible for informing Alarm Officer/CSO regarding the Alarm from the concerned circle.
 - 4.3 To be responsible for Video surveillance of Site and carry out audit of Video clips and live monitoring.
 - 4.4 He will monitor the Video Clips to check any non-adherence to SOP.
- 5.0 Operational Manager
 - 5.1 Operational manager should be relevant security experience of 6 to 8 years.

APPENDIX E

FORMAT OF INVOICE

INVOICE				
From : Name & Address of the Security Agency		Invoice No –		Dated-
		WO No.-		Dated
		Service Period		
		Vendor Code		
To, BYPL Attn. : Mr. _____		P.A. No.		
		EPF A/c No.		
		ESIC No.		
		GST No.		
		Bank A/C No. Bank Name/Add.		
SL. No.	Particulars of Service	Duty Post	Rate per Duty Post	Amount (Rs.)
1.	Providing of Security Service			
2.				
3.				
4.				
5.				
	Total			
	Adjustments, If Any			
	GST			
	Primary Education Cess			
	Higher Education Cess			
	Grand Total			
(Total Bill Amount in Words) Authorized Signatory Name: Encl : Compliance Check list (No. of Pages _____)				
Title :				

APPENDIX F

COMPLIANCE CHECK LIST CUM CERTIFICATION

SL.No.	Check Points	Agency	Verification	
			Co. Zone/ Region EIC	Central Security Head/ In charge
1.	Date of invoice Submission:	__/__/__		
2.	Attendance sheet duly verified by Security In charge is enclosed	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>
4.	PF challan copies of previous month enclosed - (self attested by Authorised person of security Vendor)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>
5.	ESIC challan copies of the previous month enclosed – (self attested by Authorised person of security Vendor)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>
6.	GST payment challan copies of the previous month enclosed - (self attested by Authorised person of security Vendor)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>
7.	Specification of Manpower	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>

	<p><i>All the Manpower deployed are as per the specification of the Contract.</i></p>	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">Y</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">N</div>		
		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">Y</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">N</div>		
	<p><i>Payment of Wages (As per clause 6.4 of Master Agreement)</i></p>			
	<p><i>Payment to all the personnel for providing Services under this Contract has been made as per the relevant statute. The proof of the same such as copy of Bank statement/ summary of wage sheet as a proof has been shown. Form XIII as per Contract Labor Act (R&A) with addition and left details should be submitted along with Wages Register monthly. (Form XIII will give details of Security personnel deployed in BYPL locations)"</i></p>	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">Y</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">N</div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	
8.		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">Y</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">N</div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	
		<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">Y</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 40px; text-align: center;">N</div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	
9.				
	<p><i>Vacancy on account of absenteeism (Clause No,6.3.2 of Master Agreement)</i></p>			
10.				
	<p><i>No post has been remain vacant during the billing month, except those as mentioned in attachment along with the invoice -</i></p>			
11.	<p><i>Enclosure 1</i></p>			
	<p><i>Rotation Program (As per clause 6.3.3</i></p>			

	of Master Agreement)			
12.	Rotation program effected as per the rotation program during the billing month as per the attachment along with the invoice - Enclosure 2			
13.	Bank Guarantee (As per clause 14 of Master Agreement)			
14.	We have submitted the Bank Guarantee of Rs. _____ as per the terms of the Contract. The expiry date of the BG is _____			
	MIS			
	The MIS as per the Contract/or as intimated by Company has been submitted to the security department on daily / weekly/monthly basis			
	Complaints (Clause 15.5 of Master Agreement)			
	There is no complaints regarding unsatisfactory service, behavior of manpower & damage to Company-s property etc., except those enumerated in the attachment along with invoice – Enclosure 3			

	<p><i>Other Terms & Conditions</i></p> <p><i>All the other terms & conditions of the Contract are complied with.</i></p> <p><i>Deductions (As per SLA)</i></p> <p><i>The applicable deductions on account of the non-compliances as per the attachment along with the invoice</i></p> <p><i>- Enclosure 4</i></p> <p><i>Authorised Signatory</i></p> <p><i>Name</i></p> <p><i>Title</i></p> <p><i>Date</i></p>			
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Enclosures of Formats:

- 1) Vacancy on account of Absenteeism
- 2) Rotation Program
- 3) Complaints
- 4) Deductions

ENCLOSURE -1

VACANCY ON ACCOUNT OF ABSENTISM

SL No.	Location of the Post	Site / Area / Offices	No. of Vacancy manned by Substitute

(Authorised Signatory)

Name:

Title:

Date:

ENCLOSURE 2
ROTATION PROGRAM

SL. No.	Particulars	No. of employees
1	No. of Security Personnel deployed in the previous Month	
2	No. of Security Personnel rotated during the month (Internal / External)	
3	Balance Security Personnel to be rotated	

(Note –The replaced Security Personnel are as per the specification of the Contract)

(Authorised Signatory)

Name:

Title:

Date:

ENCLOSURE 3

COMPLAINTS

SL. No.	Location / Post	Particulars of Complaints	Details of Corrective action	Time taken

(Authorised Signatory)

Name:

Title:

Date:

APPENDIX G

NON EXHAUSTIVE GUIDELINES FOR COMPLIANCE OF LABOUR LAWS BY THE SECURITY AGENCY GENERAL

The Security Agency, shall be solely responsible for the strict compliance at its own expenses of all labour laws, industrial laws & such other laws, which are applicable from time to time including but not limited to, notifications, amendments or additions / corrigendum, which are made / issued by competent authorities and shall keep Company indemnified in respect thereof for a period of 5 (Five) years after the expiry/termination of this Contract.

The Security Agency shall also be responsible for various taxes / levies of the State Government/ Central Government & other statutory bodies on or in connection with the Services and Security Personnel.

The Security Agency shall not deploy / engage any person, who has not completed the age of 18 (eighteen) years on the date of his deployment / engagement.

Security Agency, before deploying any persons for working, shall issue identity cards with photo to every person engaged by it, which shall be duly countersigned by the nominated officer of Company.

The Security Agency, at its own cost, shall provide all safety appliances & such other personal protective gear to Security Personnel, which are required for safe working.

Medical Examination: As per the statutory provisions of the applicable Labour Laws medical examination of each person deployed at the site and at least once in every six months shall be the duty of the Security Agency.

The Security Agency at its own cost shall provide all amenities / facilities for welfare of Security Personnel as required under the provisions of the Contract Labour (R&A) Act / Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and other such Applicable Laws.

The Security Agency shall display notices in English & Local language at conspicuous places in the establishment showing.

- Rates of wages
- Hours of work
- Wage period
- Date of wages payment
- Name & address of the Inspector having jurisdiction under the Act &
- The date of payment of unpaid wages.

& will send copies of such notices to the Inspector from time to time

Security Agency will maintain its office at the place designated by Company at site or in the nearest convenient building within the vicinity of the work place or at a place within a radius of 3 (three) kilometers & will maintain up to date & complete all register & records required to be maintained under

labour laws, industrial laws & such other applicable laws & rules. Security Agency will also keep an appropriate person knowledgeable on statutory compliances & maintain

all statutory records as in-charge of that office. Such records & registers shall be made available by Security Agency at any time for inspection by the nominated / authorised officer of Company if so required.

Some of the major statutory liabilities & obligations of the Security Agency arising out of various labour laws, industrial laws & such other laws are given below. In the event of any amendment of the laws pertaining to any of the requirements, the requirement mentioned herein shall be deemed to have been modified to correspond to the laws as amended from time to time.

Before commencement of Services under this Contract, Security Agency shall submit following documents to Security Head and, in his absence to HR Department of Company:

- A copy of the letter of intent / work order issued to it by Company.
- An attested copy of the document showing the legal status of its firm / company.
- An attested copy of the document showing allotment of PF code number to comply with its firm / company by the Regional Provident Fund Commissioner.
- A copy of the receipt or cover note or insurance policy taken by it to comply with the provisions for the Workman Compensation Fund Commissioner.
- A copy of the license from the competent authority under the Contract Labour (R&A) Act.

A copy of the license from the competent authority from the state, from which the Security Agency has recruited or arranged the Security Personnel & also a copy of license from the commissioner of labour of the state where it is deploying the Security Personnel, under the Inter State Migrant Workmen Regulation of Employment and Conditions of Service) Act, 1979, if the Security Agency has recruited any personnel from a state other than state of deployment & has deployed such employee at the site of Company for execution of the Services. Indemnity Bond shall be executed by Security Agency on non judicial stamp of requisite value duly notarized & completed in all respect.

CONTRACT LABOUR (REGULATION & ABOLITION ACT), 1970

The Security Agency shall obtain & maintain a valid license as required under the provisions of the Act during the term of the Contract.

In case, the license expires during the term of the Contract, Security Agency shall get it renewed from the competent authority well before its expiry.

The Security Agency shall ensure that the number of workmen deployed by it does not violate the license.

The Security Agency shall, within 3 days of the deployment, issue an ID card to each of the workmen.

The Security Agency shall send the notice of commencement & notice of completion of assigned work under Form No. VI (A) within 15 days of the event in both the cases to the Licensing Authority.

The Security Agency shall, one day before the disbursement of the wages, issue wage slip in Form No. XIX to each of its workmen.

The Security Agency shall give paid leave to such of its workmen, who have worked for 240 days or 2 / 3 of total number of working days during the previous calendar year @ 1 leave for every 20 working days. Security Agency shall issue Leave Card in Form No. XIX to each of such employees.

The Security Agency shall display the abstract of the Act & the rules made there under in English & Local language at conspicuous & convenient place in the establishment.

The Security Agency shall provide various facilities such as drinking water, canteen, rest rooms, First aid boxes, etc., to the workmen as applicable under the provisions of Sections 16 to 19 of the Act.

INTER STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979

If the Security Agency plans to recruit any person(s) from the state other than the state of deployment at Company site, Security Agency shall obtain a licenses under Rule 7 (I) of the Rules (Central) made under the Act from the licensing authority of the state from where Security Agency plans to recruit the person (s) & also from the licensing authority of the state of deployment, where the establishment is situated under Rule 7 (b).

The Security Agency shall issue a passbook to every Migrant Workman (employee).

The Security Agency shall furnish particular in respect of Migrant Workman if person is recruited from outside the state in which he is deployed.

The Security Agency shall provide to the Migrant Workmen various facilities specified under the Act such as suitable residential accommodation of specified area, medical facilities (free of charge), protective clothing etc.

The Security Agency shall notify every fatal accident & serious accident sustained of the concerned employee.

THE EMPLOYEES- PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952:

The Security Agency shall cover each of its employees/personnel under the Provident Fund Act from the every first day of his employment with it.

The Security Agency shall deduct employees contribution, will add employers matching contribution toward PF, Family Pension Scheme, Deposit Linked Insurance scheme, administrative charges etc. at the rates fixed by the government authorities from time to time & shall deposit both these contribution by 15th of every month or on such earlier date as may be required under law from time to time.

The Security Agency, every month, shall submit a copy of the challan to the Engineer-In-Charge together with a statement showing the name of workman / employee, amount of wages paid, amount of employees contribution deducted, amount of employers contribution & total amount, so deposited.

The Security Agency by 16th of every month shall display on the notice board a copy of the statement giving the details of Provident Fund amount deposited by it for its employees as mentioned above for information of employees.

The Security Agency shall, within 2 months from the close of the financial year i.e. by end of May every year, arrange to obtain the Provident Fund Slip for each of its employees, shall hand it over to the employee after obtaining his receipt & shall send a written intimation to that effect to the Engineer-In-Charge by 15th June every year together with the list of employees for whom the Provident Fund Slips are given.

MINIMUM WAGES ACT, 1948:

Security Agency shall pay to its employees the minimum wages fixed by the appropriate authority or at the rate prescribed under the Contract for different items of Services, if any, whichever is higher.

PAYMENT OF WAGES ACT, 1936:

Security Agency shall pay wages to each of its employees before the expiry of 10th day of the succeeding month.

Security Agency shall disburse the payment of wages to its employees during the working hours of the work-site at a pre-notified designated place.

The Security Agency shall display notices on its notice board, showing the rates of wages, hours of work, wage period, date of payment of wages, name and address of the inspector under the Minimum Wages Act having jurisdiction. Notice shall be displayed in the language understood by the majority of the employees and also in the regional language.

The Security Agency shall maintain various registers such as advance register, over time register etc. required under the Act and make them available for inspection to Company-s authorized officer / authorities under the Act, when asked for.

Where the employment of any of its employees is terminated / retrenched by the Security Agency, it shall ensure that the employee is paid his wages and all other statutory dues before expiry of the 2nd working day.

The Security Agency shall ensure that wages are paid by it to its employees directly without intervention of any other middle agency / person such as Jamadars / Agents / Thekedars etc. and that no amount by way of commission or otherwise is deducted from the wages of the employees.

WORKMEN COMPENSATION ACT / EMPLOYEES STATE INSURANCE ACT:

The Security Agency shall take the ESI code number if applicable and should ensure that all its employees are identified with an insurance number such as to facilitate the payment of ESI contributions. The Security Agency is liable to pay its contribution in respect of every employee and deduct employee-s contributions as per the specified rates to the corporation within stipulated time.

Or in case ESI Act is not applicable then the Security Agency shall make payment of compensation in case of accident / injury in accordance with the provisions of Workmen Compensation Act.

Till the Employees State Insurance Act is made applicable by the competent authority to the area of the establishment, the Security Agency shall insure all its employees/personnel under the Workmen Compensation Act by taking an insurance policy to cover itself against all claims and shall extend it to the legal heir within the specified time.

The Security Agency shall submit a copy of insurance policy to the Security Head and keep it renewed from time to time during the tenure of the Contract. First RA bill of the Security Agency will be cleared only after receipt of the workmen compensation policy by the Security Head..

While making such payment through insurance policy, Security Agency shall not recover any amount given/spent by it for the concerned employee for any expenses, except half-monthly compensation, if paid during treatment.

The Security Agency shall submit accident report in Form No. 1 to the Security Head immediately within 24 hours in case of fatal accident and within 2 days in case of non-fatal accident

INDUSTRIAL DISPUTES ACT, 1947:

The Security Agency shall make payment of retrenchment compensation to employees, who have completed one year of service with the Security Agency @ 15 days average pay for every year of service or any part therefore in excess of six months.

The Security Agency, while retrenching any employees, shall also give one-month notice in writing to such employees or one month-s pay in lieu of notice.

The Security Agency shall furnish a list of employees, whom it intends to retrench along with their date of joining, wages and other details to Security Head. The date, time and place of payment of full and final dues to such employees shall also be intimated by the Security Agency to Security Head.

PAYMENT OF BONUS ETC:

The Security Agency shall also pay Bonus to its employees/personnel, if any from time to time.

APPENDIX H

FORMAT OF PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.

Place:

Date:

To

BSES YAMUNA Power Limited

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

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

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

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

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

Now it is agreed as follows:

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

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
6. Anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value 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 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.
7. This Performance Bank Guarantee shall be governed by the laws of India.
Dated this Witness day of 2019 at

- | | | |
|----|-------------------|-----------------------|
| 1. | For | Bank |
| 2. | Signature
Name | Power of Attorney No: |
| | Banker-s Seal | |

APPENDIX - I

Penalties in case of Security Guards and Supervisors

NOTE: Invoice Amount from which penalties have to be deducted is excluded of GST

- 1 Manpower skills
 - 1.1.1. Required number security personnel are not provided at site:
Below 1 Week:
1 % of invoice amount per profile
Above 1 week:
2 % of invoice amount per profile
 - 1.2 Total Number of Security personnel who were absent without intimation:
1 time:
For Supervisor: 2 % of invoice amount per profile
For Guard: 2 % of invoice amount per profile

More than once:
For Supervisor: 5 % of invoice amount per profile
For Guard: 5 % of invoice amount per profile

The Contractor shall ensure that the absenteeism for the duty on planned basis does not exceed 5% of the total manpower deployed and not more than 2% for casual absence on monthly basis. If planned / casual absence exceeds the prescribed limit, for every percentage or part of it a penalty @ 5% of the monthly billing amount shall be deducted.
 - 1.3 Total Number of Security personnel indiscipline cases / breach of Security / Breach of safety incidents reported:

1 Incident:
For Supervisor: 2 % of invoice amount per profile
For Guard: 2 % of invoice amount per profile

More than 1 Incident:
For Supervisor: 5 % of invoice amount per profile
For Guard: 5 % of invoice amount per profile
 - 1.4 Manpower stays at the post after the duty:

1 Incident:
1 % of invoice amount per profile

More than 1 Incident:
2 % of invoice amount per profile
- 2 Statutory compliances and adherence to LL:
 - 2.1 All the security personnel are provided with Security Agency ID No and laminated ID card.

1 to 5 reported incidents:

1 % of invoice amount per profile

More than 5 incidents:

2 % of invoice amount per profile

- 2.2 All the security personnel are provided with PF Number:

Subject to legal consideration for revocation of Security Contract

- 2.3 All the security personnel are provided with ESIC Number and ESIC Card within 1 month of joining office:

Subject to legal consideration for revocation of Security Contract

- 2.4 All the security personnel, who do not fall under ESIC are covered under Workmen Compensation policy Insurance:

Subject to legal consideration for revocation of Security Contract

- 2.5 All the security personnel are provided with monthly salary slips along with their monthly PF accumulation statement.:

1 to 5 reported incidents:

1 % of invoice amount per profile

More than 5 incidents:

2 % of invoice amount per profile

- 2.6 Security Agency has sought the necessary Contract Labour license for the manpower deployed.

Subject to legal consideration for revocation of Security Contract

3 Security Administration

- 3.1 All the security personnel are provided with proper uniforms:

1 to 5 reported incidents:

1 % of invoice amount per profile

More than 5 incidents:

2 % of invoice amount per profile

- 3.2 All the security locations are provided with standardized monthly attendance register:

1 to 5 reported incidents:

1 % of invoice amount per profile

More than 5 incidents:

2 % of invoice amount per profile

- 3.3 All the security locations are visited by monthly one time by local vendor manager:

1 to 5 reported incidents:

1 % of invoice amount per profile

More than 5 incidents:

2 % of invoice amount per profile

4 Physical Security Operations

4.1 Number of Security Incidents reported from Manned locations and resulting in damage / loss to Company property:

For each incident:

After joint investigation, if security personnel deployed is found accomplice:

Loss amount + 10 % admin charges

4.2 Number of customer complaints reported from Manned locations and resulting in damage / loss to Company property:

For each incident:

After joint investigation, if security personnel deployed is found accomplice:

Loss amount + 10 % admin charges.

4.2 Penalty @Rs 500/- for 8 Hrs Duty per day shall be levied if age exceeds by 60 years.

4.3 Performing Continuous duty exceeding 8 hours , 8 Hrs to 12 Hrs by the same guard without prior approval will result in penalty of ₹ 1000/- per duty.

4.4 Performing continuous duty exceeding 12 hours, 12 Hrs to 24 Hrs by the same guard without prior approval will result in heavy penalty of ₹ 2000/- per duty.

4.5 Duty will be considered 8 hrs only & above deduction will be made.

Penalties in case of Gunmen:

Following Penalties will be levied on agency, if:

1 Any complaint recorded in the book maintained by the Officer-in-Charge shall have to be attended to, and rectified by the Contractor immediately. If the Contractor fails to attend to the complaint as provided herein, the Contractor shall be liable to pay a penalty of ₹ 1000/- per day, for every day of such non-attendance, at the discretion of the Officer-in-Charge, whose decision shall be final and binding on the contractor.

2 Any gunman deployed below prescribed height / health then equivalent to 2 days salary of per guard per incidence shall be deducted from the bill and such guards shall be removed immediately.

3 Any gunman found without valid armed license during duty hours shall be viewed an offence of Arms Act and shall be taken seriously. Action shall be taken as per officer in charge

4 If gunman is not possessing minimum required latest stock cartridges then a penalty equivalent to 2 days salary shall be levied per occurrence.

5 Any gunman found without proper dress & found sleeping during duty hours a penalty of amount equivalent to 2 days salary shall be levied for per occurrence.

6 If there is any theft of material from the location, where gunmen are deployed, the cost of the theft material shall be recovered from the current month billing.

- 7 If there is continuous duty of any gunman exceeding 12 hours, the a penalty of amount equivalent to 2 days salary shall be levied for per occurrence, besides recovering the cost of material if stolen due to the same.
- 8 The Contractor shall ensure that the absenteeism for the duty on planned basis does not exceed 5% of the total manpower deployed and not more than 2% for casual absence on monthly basis. If planned / casual absence exceeds the prescribed limit, for every percentage or part of it a penalty @ 5% of the monthly billing amount shall be deducted.
- 9 The Contractor have to proper use and maintenance of the Security Booth, Establishment and all other premises and all the fixtures, fittings, equipment, and furniture, (hereinafter referred to as the Fixtures). In the event that the Officer-in-Charge is of the view that the Contractor or any of its employees, workmen or agents have misused any of the Fixtures, the Contractor shall pay an appropriate penalty as decided by in its sole discretion. In the event of breakage or impairment of any Fixture(s), even if such breakage or impairment does not result in total loss of the Fixture(s), the amount of penalty shall not be greater than the original market price of the Fixture(s) or the present market price of the Fixture, whichever is higher.
- 10 The Contractor shall ensure the deployment the manpower as per schedule, If Deployment is not completed as per the schedule, given by officer-in-charge a penalty of Rs. 250/- per guard per day shall be levied.

ANNEXURE IV

STATUTORY REQUIREMENT

The Contractor should obtain and must submit the following to Company before commencement of Contract and these shall renewed from time to time as and when required:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number.
- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration if applicable.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) 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).
- c) To maintain Wage-cum -Attendance Register
- d) The manpower which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of ₹ 2.00 lacs.
- e) To maintain First Aid Box at Site. e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
- f) **INSURANCE POLICY FOR LIFE COVER:**

Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of ₹ 10 Lacs (Death + Permanent Total Disability + Partial Permanent Disability due to external accidents).

- g). **Antecedents verification of deployment**
Without limiting the foregoing terms of the present Order/ Contract the contractor shall , within two months of deployment of its employee at any of BYPL's offices/installations under the present Order/ Contract, conclude background check(s) of personal information including all documents, educational certificates, references, previous employment records, civil records, criminal records, general antecedents and any other relevant information, of all personnel appointed from the effective date. Contractor shall also conduct similar background check before deploying any new employee for any BYPL assignment. Such background check(s) shall be conducted with prior consent of the personnel. The Contractor further agrees to indemnify and keep BYPL indemnified against any action by any of its employee arising out of or against any such background check(s).

- h) In order to monitor the performance of each of the employees deployed by the contractor under the contract, contractor shall implement an effective measure, such as employee score card.

To motivate his employees to achieve high level of performance standard, the contractor shall formulate and implement an appropriate R&R Policy based on aforesaid performance measure which will include advisory action also.

ANNEXURE V

QUALIFYING REQUIREMENTS FOR BIDDERS

- a) Executed work of SECURITY UNDER SINGLE CONTRACT having extensive experience (not less than 10 years) of carrying out respective security contract.
- b) Executed similar single contract order of ₹ 1 Crore in the last three financial years and average “group” turnover of ₹ 20 Crores in the last three financial years (2016-17, 17-18, 18-19). A certificate from a Chartered Accountant Firm to be attached with the tender.
- c) The agency shall enclose a self declaration certificate that no litigation has been pending against it. In addition it should also provide a certificate that it is not blacklisted anywhere
- d) The agency should have a branch office in Delhi / NCR region.
- e) The agency should have a valid PSARA Certification (for Delhi). Expired or applied PSARA Certification will not be applicable.
- f) The agency should have adequate experience in providing Security services at reputed industrial houses, corporate office and the public Ltd. Company and government, semi government offices.
- g) The agencies should submit a certificate confirming that no major penalties are imposed on them by any of its present employers for violation of terms and conditions of the contract. Agencies must also state whether they have worked for BSES in past and reason for discontinuation of service.
- h) Entities that have been debarred/ blacklisted in other utilities in India will not be considered; in this regard a written statement has to be provided along with other documents.

The right to reject any or all tenders without assigning any reason whatsoever is reserved by BSES. BSES also reserve the right to award consolidated order or separate orders for one or more parts. The tender shall automatically be rejected due to non-submission of any of the documents requested for in this document.

ANNEXURE – VI

COMMERCIAL BID WITH BOQ

Sr. No.	Category	Required NO.	Monthly Unit Rate (Rs.)	Total (Rs.)
1	SECURITY			
1.1	Security Guard (8 Hrs Duty with 26 days duty)	328		
1.2	Gunmen with Gun (8 Hrs Duty with 26 days duty)	62		
1.3	Security Supervisor (8 Hrs Duty 26 days duty)	14		
1.4	Security Field Officers (8 Hrs Duty with 26 days duty)	12		
1.5	Security Circle officer	05		
1.6	CRO (8 Hrs Duty with 26 days duty)	04		
1.7	Lady Security Guards (8HRS Duty with 26 Day Duty)	45		
Total A				
2	Patrolling Vehicle			
2.1	Four Wheeler (For 24 Hrs) for 30/31 days	1		
2.2	Two Wheeler (For 24 Hrs) for 30/31 days	6		
Total B				
Grand Total (A+B)				

NOTE	1. Order may be spilt to 3 or more agencies.
	2. Order will be amended due to Minimum wages increase from time to time declare by govt.
	3. Four wheeler cost inclusive of fuel, driver, insurance, maintenance of vehicle and related cost.
	4. Two wheeler cost inclusive of fuel, insurance, maintenance of vehicle and related cost.
	5. GST will be extra.
	6. Above mention required number are approximate.
	7. Submit the details of CTC Breakup of your quoted rates separately (with basic & all Statutory compliances, agency margin etc)
	8. STRICTLY 8 hrs duty will be applicable. More than 8 hrs deployment without approval, no payment for extra time will be payable and a penalty will be levied as per contract agreement per additional duty.
	9. Comparison will be based on quoted rate on the security part (Sr. No. 1) only



Yamuna Power Limited

(Sign & Acceptance of the Competent Authority)

ANNEXURE VII

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/- purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the "Bank"), are bound unto BSES YAMUNA Power Ltd., with its Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032, (herein after called —the "Purchaser") in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2019. The Conditions of this obligation are: If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

(a) Fails or refuses to execute the contract form, if required: or

(b) Fails or refuses to furnish the performance security, In accordance with the instructions to Bidders/Terms and Conditions.

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

(Stamp & signature of the bank)

Signature of the witness(s)

ANNEXURE VIII

VENDOR DETAILS AT A GLANCE

COMAPANY DETAILS		
Sr. No	PERTICULARS	DETAILS
1	Name of Company / Vendor	
a	Registered Office	
b	Corporate Office	
c	Telephone No	
d	Fax Number	
e	E- mail Id	
f	Contact Person Designation Mobile no. E-mail ID ,	
g	Name of the proprietor or directors Mobile no. E-mail ID ,	
h	Date of incorporation	
l	Name of the Auditors	
j	name of the Bankers	
2	Total Years of Experience in a field	
3	Type of Organization	
a	Sole Proprietorship Firm	
b	Partnership Firm	
c	Private Limited Company Public Limited Company	

4	Association with Reliance Group	
a	No existing relation	
b	1- 2 years	
c	Over 2 years	
5	Geographical Presence	
a	Localized/Regional	
b	All Metros	
c	Pan India	
d	Global	
6	List of Major Clients alongwith contact person and contact no. , nos. of manpower deployed with current order value (As on date) and since long	1 2 3 4 5 (Details to be attached)
8	Interested to take-up work other than specialized field	
a	Yes	
b	No	

Note : Vendor to provide necessary supporting documents for verification if required.

<u>STATUTORY COMPLIANCES</u>		
Sr. No	PERTICULARS	DETAILS
1	Shops & establishment Regn. Numbaer	
2	PF Regn. Number *	
3	ESIC Regn Number	
4	Professional tax Regn Number	
5	PAN Registration *	
6	Contract labour License No.	
7	GST Registration No *	
8	Other reg details if any	
9	Any Additional certification obtained	

Note : Vendor to provide necessary supporting documents for verification if required.

<u>COMPANY INFRASTRUCTURE</u>		
Sr. No	PERTICULARS	DETAILS
1	Total Manpower Strength	(Details to be attached)
2	List of Office Locations/geographical spread	

COMPANY FINANCIAL DETAILS					
Sr. No	PERTICULARS				DETAILS
1	Company Financial (In Lakhs)				
		Year			
		2016-2017	2017-2018	2018-2019	
a	Turnover				
b	Gross Profit				
2	Net profit				
2	Audited Balance Sheet for last 3 Years	2016-2017	2017-2018	2018-2019	(Copy to be attached)
3	Bank Name , Address & Contact no.				
a	Bank Account Number				
b	Bank MICR Code				
c	Bank RTGS IFSC Code				
d	Bank NEFT Code				(Copy to be attached)
4	Bank Solvency				
5	Details of Total Work in hand in Crs (For same work)				
6	Details of Work in hand in Crs. BYPL (For same work)				

Note : Vendor to provide necessary supporting documents for verification if required.

ANNEXURE IX

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2019

By And Between

_____, a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART
And

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____, (hereinafter referred to as the "Receiving Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the OTHER PART

Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS the Disclosing Party is in discussions with the Receiving Party for Security Management Services ("Project") and the Disclosing Party may in conjunction with the aforesaid disclose to the Receiving Party information relating to their businesses which is confidential and sensitive in nature and the Receiving Party is willing to undertake to restrict the use and further disclosure of the information in accordance with the terms and conditions set out herein:

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to the purpose and objectives of the Project or of the assets and operation of businesses, undertakings and establishments (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii) Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").
2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation

of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.
5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.
6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).
7. The term of this Agreement is one years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

For the Receiving party

Authorized Signatory

Name:

Designation:

Authorized Signatory

Name:

Designation:

ANNEXURE X

BID FORM

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

Sir,

- 1 We understand that BYPL is desirous of procuring of in
it's licensed distribution network area in Delhi
- 2 Having examined the Bidding Documents for the above named works, we the
undersigned, offer to deliver the goods in full conformity with the Terms and
Conditions and technical specifications for the sum of.....
(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.
- 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery
schedule mentioned in Section IV from the date of award of purchase order/letter of
intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of
5% (Five)percent of the total contract value for due performance of the Contract in
accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of 90 days from the due date of bid
submission and it shall remain binding upon us and may be accepted at any time
before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for supply of
equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written
acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may
receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with
the Laws and Jurisdiction of Contract.
Dated this..... day of..... 2019
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS).....

ANNEXURE XI

CHECK LIST

Sl No	Item Description	YES/NO
1	Index	YES/NO
2	Covering Letter	YES/NO
3	Bid Form(Unpriced) Duly Signed(In Duplicate)	YES/NO
4	Acceptance to Commercial Terms and conditions	YES/NO
5	Financial Bid (In Sealed Envelope - 1 original)	YES/NO
6	EMD in prescribed format	YES/NO
7	Demand Draft of Rs. 1180/- drawn in favour of BSES Yamuna Power Ltd	YES/NO
8	Power of attorney/Authorisation Letter for signing of bid	YES/NO

Annexure XII

Vendor Details										
Security Agency Name	Year of Incorporation	Substantive Experience In Similar Industry (Preferably Power Sector)	Valid Copy of Delhi NCR PSARA Certificate	Group Avg Turnover in last 3 financial Years	Last Year Annual Turnover	Total Staff Strength	Branches /office in Delhi	Statutory Compliances PF, ESIC, GST Regn No.	Any litigation, debarred, Black listing by any company or BSES	Agency In house training and development facility
Declaration - This is to certify that the above data is correct and authentic, if found otherwise the bidders application for security tender will be cancelled.										
Authorised Signatory.										