

Tender Notification for

“HIRING OF VEHICLES IN BYPL”

NIT No.: CMC/BY/20-21/RB/RD/32

Due Date and Time of Submission: 03.02.2021, 15:00 HRS

BSES YAMUNA POWER LIMITED

Shakti kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 41249419 / 41247191

BSES YAMUNA POWER LTD (BYPL)

INDEX

CHECK LIST.....	3
SECTION – I: REQUEST FOR QUOTATION.....	4
SECTION – II: INSTRUCTIONS TO BIDDER.....	11
SECTION – III: GENERAL TERMS AND CONDITIONS.....	18
SECTION – IV: SCOPE OF WORK.....	38
SECTION – V: BILL OF QUANTITY/PRICE FORMAT.....	44
SECTION – VI: BID FORM.....	45
ANNEXURES-I:.....	46
ANNEXURES-II.....	47
ANNEXURES-III.....	48
ANNEXURES-IV.....	50

CHECK LIST

S. No	Item Description	Y/N
1	INDEX	
2	COVERING LETTER	
3	EMD IN PRESCRIBED FORMAT	
4	BID FORM (UNPRICED) DULY SIGNED	
5	TECHNICAL BID	
6	FINANCIAL BID (IN SEPARATE SEALED ENVELOPE)	
7	POWER OF ATTORNEY	

SECTION- I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “Hiring of Vehicles in BYPL” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

“Hiring of Vehicles in BYPL”

“NIT NO CMC/BY/20-21/RB/RD/32”

- 1.1.1 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract
- | | |
|--------------------------------------|--|
| Estimated cost of Contract: | ₹ 4.00 Crores |
| Earnest money Deposit: | ₹ 8 Lakhs |
| Cost of Tender (Non-Refundable): | ₹ 1180/- |
| Period of the Contract: | Two years |
| Date of Start of Contract: | 01.04.2021 (Initially contract shall be awarded for 1 year and shall be renewed based on performance feedback) |
| Date & time of Pre Bid Meeting: | 22.01.2021 at 11:30 HRS (For detail refer Cl. No. 1.4, Pre-Bid Meeting) |
| Date & time of Submission of Tender: | 03.02.2021 till 15:00 HRS (For details refer Cl. No.1.4.1 BID SUBMISSION) |
| Date & time of opening of Tender: | 04.02.2021 at 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 favour of BSES YAMUNA Power Ltd, payable at Delhi:

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

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

1.2 POINTS TO BE NOTED

- 1.2.1 Contracts envisaged under this Tender are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfil the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- A. Request for quotation/ Notice Inviting Tender
 - B. Instructions to Bidders
 - C. General Terms & conditions

- D. Scope of Work & specifications
- E. Bill of Quantities/ Price Format
- F. Formats and Annexures

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

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

- Earnest Money Deposit (EMD) of value INR ₹ 8 Lakhs is not deposited in shape of Fixed Deposit Receipts (FDR)/ BG/ DD/ Pay Order/ Banker's Cheque drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.
- Tender document is downloaded from website and tender fees is not submitted.
- Complete Techno-commercial details supported by relevant documents are not enclosed.
- Tender 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.

1. Bidder must have three years experience with knowledge and experience rendering such service to the institute of large government / corporate establishment / reputed organization and awarded with one single contract with minimum value of ₹1.5 Cr during last three years (with supporting) .Performance certificate with order copy shall be submitted in this regard.
2. Bidder should have cumulative turnover of ₹ 10 Crores over the last three years, i.e (FY 2017-18, 2018-19 & 2019-20). Balance sheet copy for year FY 2017-18 & 2018-19 and provisional balance sheet for FY 2019-20(if not audited) should be submitted for justifying the turnover. A certificate also required from chartered accountant firm to be attached with the tender.
3. Bidder should have valid Registration No. of GSTIN. Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration etc which are required for providing such services.
4. Bidder should have at-least 30 nos of LMV commercial vehicles (Model Not older than Jan 2018) in the name of their organization. A self-undertaking along with a photocopy of the registration certificate of vehicles shall be submitted in this regards. The bidder will have to provide vehicles as per requirement of the BYPL
5. Entities that have been debarred/blacklisted/ other utilities in India will not be considered .In this regard an undertaking (self certificate) has to be provided that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
6. 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. In case agency is rendering services to BYPL or any sister concern, a performance certificate for all the works is to be submitted along with the technical bid.

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

Please Note:

- 1) Firms who are debarred/ blacklisted in other utilities in India will not be considered.
- 2) Company reserves the right to carry out technical/ commercial capability/ infrastructure assessment of the firms by inspection or by any other means and company's decision shall be final in this regard.

Also, the Firm shall furnish the following commercial & technical documents along with the Tender:

- a) Covering letter on Letter Head.
- b) Notarized Power of attorney for signing of application
- c) Agency's Profile
- d) Financial capabilities of the firm:
 - Latest balance sheet
 - Detail of Banker & Cash Credit limit
 - Turnover certificate issued by C.A for the last three Financial Years.
- e) Details of constitution of the company (Proprietary/ Limited/ Pvt. Ltd.)
- f) Memorandum & Articles of Association of the Company/Partnership deed.
- g) Organization Chart of the company
- h) Details of resource engagement capability
- i) Experience with credentials and performance certificates
- j) Copy of ESI/PF Registration certificate
- k) Copy of PAN/Service tax no.
- l) Premises Detail.
- m) Copy of Electrical license or consortium agreement with any of the electrical contractor preferably registered with BYPL

1.4 Pre-Bid Meeting:

Topic: Schedule for Pre-Meeting of NIT No -CMC/BY/20-21/RB/RD/32 on below date

Time: 22nd Jan'2021 11:30 Hrs India

Join Zoom Meeting ID – 867 289 9211, Pass Word: 654321

Join Zoom Meeting - <https://us02web.zoom.us/j/8672899211>

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. Bidders are advised to attend pre bid meeting, so as to get more clarity on tender.

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:

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(two) parts:

Hard copy of Tender documents shall be submitted at main gate in tender box.

Bidders will intimate through mail/SMS within 02 hours from the submission time to TPC and Concern Buyer

Bidder has to ensure that tender copy is dropped in correct box designated for tender submission only.

BYPL shall not be responsible for any wrong placement of tender document by bidder.

**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: First envelope shall contain: Technical documents and support document of PQR will submit in PEN/Electronic drive and commercial documents in paper form (hard copies) like bid form, commercial terms and power of attorney (if applicable) and envelope superscribing Techno commercial on it.

The details of technical bids are as 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 resource 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 resource deployed.
- Deviations if any.
- Copy of all statutory Registration certificates like, ESI, PF etc.
- Any other relevant document

PART B: FINANCIAL BID: Second envelope shall contain: Price bids in paper form (hardcopies) in sealed envelope and envelope superscribing Price Bid on it

Both the envelopes are placed in bigger envelope superscribing Techno commercial and price bid and Tender no., bidder name, contact details on it.

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	21.01.2021 03:00 PM
2	PART A Technical and Commercial Bid	Technical bid along with all documents as mentioned in this tender	Tender will be opened next day from the date of submission at time schedule by TPC
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:

Address	Name/ Designation	E-mail Address
Technical		
Admin Dept. 1st Floor, A Block, BSES Yamuna Power Ltd, Shakti kiran Building, Karkardooma, Delhi, 110032	Mr. Kulbir Deswal (Head – Admin)	kulbir.deswal@relianceada.com 011-4124 9514
	Mr. BuddhSagar Singh (DGM – Admin)	BuddhSagar.Singh@relianceada.com 011-4124 7511
Commercial		
C&M Dept. 3rd Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Mr. Rakesh Bansal Head – (C&M)	rakesh.bansal@relianceada.com 011-4124 9230
	Mr. Kulbir Ahluwalia Head – (Contracts)	kulbir.ahluwalia@relianceada.com 011-4124 9928
	Mr. Rohit Dabre DGM – (C&M)	rohit.dabre@relianceada.com 011-4124 9419

SECTION-II

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

BSES YAMUNA Power Ltd, hereinafter referred to as “The Company” is desirous for “Hiring of Vehicles in BYPL” and it has now floated tender as notified earlier in this bid document

2.0 SCOPE OF WORK

The scope includes Hiring of Vehicles in BYPL. Detailed scope of work shall be as enumerated in Section IV

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.

7.0 PREPARATION 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 favour of BSES YAMUNA Power Limited valid for 90 days 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 90 days 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 amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

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

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

- 12.01 Bids shall remain valid & open for acceptance for a period of 90 days from the date of opening of the Bid.
- 12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-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 &Conditions of Contract.

SECTION – III:

GENERAL TERMS AND CONDITIONS

General Instructions:

- a) All the Bids shall be prepared and submitted in accordance with these instructions.
- b) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.
- c) The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- d) The Company reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.
- e) The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

The following terms & expressions as used in this Tender Document shall have the meaning defined and interpreted here under:

1.1. Company:

The terms "Company" shall mean BSES YAMUNA Power Limited having its office at Shakti Kiran Building, Karkardooma and Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.

1.2 Contractor:

Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded

1.3 Rate:

The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each item performed by the Contractor as per the site requirement to be certified by Officer In-charge.

- 1.3.1. The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever subject to followings :

(Say, CNG rate in Dec'20 is Rs. 42.70/- per KG +/- 8%)

- a) Any Increase in CNG price beyond Rs 46.12/- per KG. If so, 1% increase in price will be considered for every Re 1/- increase in price of CNG (Rs per KG) beyond Rs 46.12/- per KG.
- b) Any decrease in CNG price below Rs 46.12/- per KG. If so, 1% decrease in price will be considered for every Re 1/- decrease in price of CNG (Rs per KG) below Rs 46.12/- per KG.
- c) iii) For the calculation, prevalent CNG rate at the start of the month i.e. 1st April

2021 will be considered

- d) Fuel Escalation will be calculated on CNG vehicles on actual KMs covered during the month

- 1.3.2. The rates mentioned in the Order are including of all taxes and duties except GST which will be paid extra as applicable.
- 1.3.3. The rates mentioned above are for Chauffeur driven vehicles.
- 1.3.4. Toll tax or any state tax expenses shall be paid extra at actual, duly supported by individual original bills/receipts. Parking fees wherever applicable shall be included in the scope of the contractor.
- 1.3.5 Kilometres shall be calculated from pick up mileage to the drop mileage. No additional payment shall be made for travel from the garage to the pick point or from the drop point to the garage. If vehicle is not left at the dropping point, 10 kms per working day towards to & from the parking lot shall be provided extra. [This 10 KM running shall be considered within monthly limit of Vehicle]

1.4 Contract Order Specification:

The terms "Contract order Specification" shall mean the Technical specification of the Contract by you and all such particulars mentioned directly/referred to or implied as such in the Contract order.

1.5 Site:

The terms "Site" shall mean the Contracting location mentioned in the Contract order.

2. OFFICER-IN-CHARGE:

The term "Officer In-Charge" shall mean the Company's nominated representative for the purpose of carrying out the Contract. The same shall be mentioned in the Contract.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under BYPL licensed area under the Contract order and ascertained therefore all site conditions and information pertaining to his Contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

4. LANGUAGE AND MEASUREMENT:

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

5.0 VALUE OF THE CONTRACT ORDER:

Value of Contract order will be contracted out on the basis of finalized rates. The rates shall remain firm and fixed for the period of contract. They shall not be subject to escalation and any increase in amount

The Contractor 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, and/or (iii) changes in legislations or regulations relating to the Service

6.0 TAX & DUTIES:

Prices will be inclusive of all taxes and duties, cess etc.(Except GST). However, as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law except for GST. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to BYPL.

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

- 7.1 CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.
- 7.2 The Security Performance Bank Guarantee shall be of 5% of the total value of order and shall be valid till completion, plus three (3) months towards claim period
- 7.3 The Security Performance Bank Guarantee shall be issued from any nationalized bank as per company format.
- 7.4 The Company shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.
- 7.5 In the event, in Company's sole judgment, the Contractor has fulfilled all its obligations under this Contract, Company shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Company that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Company.
- 7.6 Contractor shall ensure that the services are carried out in accordance with the terms and conditions of this service contract .If the services are not carried out to the satisfaction of BYPL, whose decision shall be final & binding , the bank guarantee shall be en-cashed and in addition the contractor shall be liable to pay and / or reimburse to the company a sum equal to Rs 1 Lakh & further the company reserves the right to terminate the service contract & with immediate effect the contractor shall not be liable for any compensation under the service contract. Non performance of the services may also lead to Blacklisting of Contractor.
- 7.7 If the Performance Bank Guarantee is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company and obtain within five (5) days a replacement Performance Bank Guarantee in the form set out in the Contract.

8.0) TERMS OF PAYMENT:

- 8.1 Service Provider shall submit correct monthly running bills to the concerned Officer-in-Charge, completed during the month.
- 8.2 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".

- 8.3 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.

- 8.4 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 labourers.

- 8.5 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.

- 8.6 100% 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.

- 8.7 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.

- 8.8 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.

9. STATUTORY OBLIGATIONS:

- 9.1 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 and shall provide proof to the Company, from time to time or as may be specifically

requisitioned by the Company.

- 9.1A. The service provider acknowledges and agrees that the functions under this contract involves discharging statutory duties of enforcement related to theft as provided under the Electricity Act, 2003. Accordingly, the service provider shall ensure that all statutory measures are in place at its disposal so that there are no irregularities which would be contrary to the requirements of the statutory provisions provided in the 2003 act insofar as containing the theft of electricity and mandatory requirements to be followed.
- 9.2 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.
- 9.3 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.

9.4 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:

- 1A. Any special permission which may be required under the statutes or any other applicable laws before the commencement and implementation of the support services as contemplated under the present contract which are related to assisting the utility in the enforcement of theft of electricity which is a penal offense under the electricity act 2003
- 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

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) Salary / Wages to be distributed through ECS to all the deployed work force or in presence of Company's representative not later than 7th of each month.
- c) To maintain Wage-cum -Attendance Register.
- d) **The resource 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 GPA (Group Personal Accidental 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)
- 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

10. Penalty

- 10.1 Non supply of vehicles: double the daily charges based on clear remark in Logbook or summary sheet. Contractor will ensure that no wrong entry of mileage in log book is done, in case of malpractice in recording of extra mileage over the actual use in noticed by BYPL, penalty of 3 times of extra mileage will be levied or contract shall be ceased immediately without assigning anything in writing.
- 10.2 The above mentioned discrepancies, should not repeated more than (once) two times per vehicles in a months. In case of more than one time an additional penalty of two days proportionate shall be deducted from monthly billing.
- 10.3 The above mentioned discrepancies, should not repeated more than (once) two times per vehicles in a months. In case of more than one time an additional penalty of two days proportionate shall be deducted from monthly billing.
- 10.4 Non providing the vehicles in time: ₹ 300/- per hour per vehicle.
- 10.5 Faulty functioning of vehicle or failure to provide good quality vehicle: Vehicle must be replaced with in 24 hrs of reporting to the officer-in-charge. If the vehicle is not replaced with in 24 hrs, Two days payment shall be deducted from the bill, as penalty

11.0 Penalty Clause on statutory:

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 the Contract."

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

After completion of 1 year of contract period, vendor needs to disburse Leave Salary within 1 month from date of completion of earlier contract. Delay in disbursement of Leave Salary will attract appropriate penalty.

12.0 Termination:

Either party may terminate this agreement in the case the other party has committed a breach of any of the terms of this agreement and has not cured such breach within in a period of Thirty (30) days from the date of receipt of the notice from the aggrieved. Party requesting it to cure breach, provided that if and to the extent that the failure to perform its obligation under this agreement shall be caused by or arise from force Majeure, defined herein below, such failure shall not constitute a breach of this agreement. Either party may immediately terminate this Agreement by giving written notice, in the following circumstances:

1. The other party makes an assignment for the benefit of its creditors: or
2. The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;
3. The representation and warranties made by the other party are false or misleading;
4. Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30(THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency.
5. BYPL also have special rights to terminate services under this contract immediately in case of non performance & gross violation of traffic laws & compliances.

13.0 INDEMNITY:

Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of the Contract.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY.

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including the employees or agents of COMPANY or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Contracts and against all costs charges and expenses that may be occasioned to COMPANY by the claims of such person.

14.0 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.
- e) Failure on the part of the service provider to maintain its confidentiality obligations and or compromising its integrity which are required to be of highest standards in so far as the present scope of work is concerned.

15.0 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.

16.0 GOVERNING LAW AND ARBITRATION

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.
2. **Dispute Resolution Mechanism:** All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement the parties will take such dispute to an arbitral panel comprising 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 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 shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English.

17.0 FORCE MAJEURE:

17.1 General

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.
- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

(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
 - c. Epidemics notified as such by Central Govt or GONCTD;
- 2. Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- 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:

- 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.

18.0 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.

19.0 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.

The Contractor must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing COMPANY's work.

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

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

20.0 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.

21.0 WORKMEN COMPENSATION:

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the VENDER however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the VENDER, the VENDER shall certify for the same.

The VENDER shall keep the COMPANY indemnified at all times, against all claims of

compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the VENDER in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

The COMPANY shall be entitled to deduct from any money due to or to become due to the VENDER, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the VENDER shall abide by the decision of the COMPANY as to the sum payable by the VENDER under the provisions of this clause.

22.0 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.

23. NOTICE:

Any notice or other formal communication to be given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post, A.D. to the addresses of Service Provider or BYPL as mentioned hereinabove or to any other addresses as agreed by the parties, in writing from time to time.

24. REPLACEMENT OF RESOURCE(S)

24.1 If the Company finds any employee of the Service Provider guilty of any misconduct, incompetence or negligence, the Service Provider shall, if so intimated by the Company shall at once remove such employee and replace him by a qualified and competent substitute.

24.2 Service Provider shall keep the Company informed of all resource replacements and all such data shall be submitted to the Officer-in-Charge along with personal & qualification details.

24.3 If any employee of the Service Provider found included in unfair practices or causing direct or indirect damage to Company Image / Property /Revenue immediate action to be taken by the Service Provider and Company to be suitably compensate for the loss incurred by the Company.

25. 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 as specified above.
- 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 will be considered adequately qualified if they are skilled for the job
- vii) The Contractor will 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 will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this 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 Gratuity Act, 1972.
 - l) The payment of Wages Act, 1936.
 - m) The Delhi Shops & Establishment Act, 1954.
 - n) The Workmen's Compensation Act. 1923.
 - o) The Employer's Liability Act, 1938.
 - p) Public Liability Insurance Act 1991.
 - q) Fatal Accident Act, 1855
 - r) The Personal Injuries (Compensation Insurance) Act 1963.
 - s) Weekly Holidays Act 1942
 - t) Building and Other Construction Workers' Welfare Cess Act,1996 and all rules there under.(If Applicable)
- 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 will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.
- xx) 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.

- xxi) The contractor will pay to its employees their salaries/wages (working under this contract); only thru crossed cheque or ECS (Electronic Transfers in their respective Bank Accounts)
- xxii) The Contractor will maintain all the registers (Attendance, Wages etc) at the work site. These registers will be signed by the Officer-in-charge as per governing laws/rule/regulations.
- xxiii) Contractor will 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.

Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

26. Deployment of Resources:

1. Number of resources to be deployed by the service provider is as mentioned in Price bid format, at all time.
2. In the event the contractor deposes lesser number of resources than as stated, then it shall be considered as a breach of this agreement and the company will claim damages from the contractor as stated & necessary deduction shall be made accordingly.
3. 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, and AadharCard number of resource deployed.
4. 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.
5. 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.
6. 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. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards containing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the service provider and /or the agency which is awarded the contract is expected to be of the highest standards.

8. 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.

27. CONTRACTOR'S OTHER OBLIGATIONS

- a. The Contractor 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.
- b. The employees deployed by the Contractor shall be employees of the Contractor.
- c. At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- d. 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. Should such adjustments and/ or additions in Contractor's opinion require an adjustment, Contractor shall notify the Company of such required adjustments to the Service Fee. 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, Contractor'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 Contractor 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.
- e. The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- f. The Contractor shall ensure that, the Contractor's 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 Contractor shall ensure that, the Contractor's 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 Contractor 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 Contractor's personnel to work in its premises. It is further agreed that COMPANY may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.
- g. The Contractor 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.
 - h. The Contractor shall provide uniforms, issue identity cards bearing the name of the Contractor to the Contractor's personnel and shall provide an authority letter to the Contractor's personnel and the Contractor's personnel shall carry the same when they are on duty at the COMPANY.
 - i. The Contractor shall deploy such number of Contractor's personnel for each location as specified by COMPANY. The timings of the shift may be changed by COMPANY depending on the circumstances and after due consultation with the Contractor.
 - j. Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
 - k. The Contractor's 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 Contractor's 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 Contractor by COMPANY. Without such attendance proof, no payment would be made.
 - l. The Contractor shall fully guide, supervise and monitor the Contractor's personnel deployed in COMPANY locations by its Supervisors.
 - m. Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's 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.
 - n. The Contractor agrees & undertakes to provide compensation to COMPANY for every dereliction of duty like unauthorised absence from duty, reporting to duty without 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 Contractor's personnel concerned for every occurrence of such reporting.
 - o. 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.
 - p. The Contractor shall ensure that the Contractor's personnel posted by him at the COMPANY CMP observe discipline and good conduct. In the event of COMPANY finding any Contractor's personnel not observing proper discipline and / or proper conduct and / or committing misconduct, COMPANY shall direct the Contractor to forthwith withdraw such Contractor's personnel from the COMPANY and upon COMPANY directing the Contractor to remove such Contractor's personnel, such personnel shall be forthwith removed and the decision of COMPANY in this behalf shall be final.
 - q. 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".

28. NON-EXCLUSIVITY:

The award of this agreement to the Service Provider shall not preclude the Company from awarding the same agreement for similar services 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.

29. 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.

30. Reports and Information

The contractor shall be obliged to submit or furnish to COMPANY, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified by company or at Company's behest. The information shall be provided in a format to be specified by the company to the contractor. However, company, reserves the right to revise this format which would be communicated to the contractor and it shall be valid and binding obligation of the contractor to submit the desires information in the revised format. The contractor acknowledges and agrees that the submission of reports and information are a part of its statutory and contractual obligation to maintain complete confidentiality.

31. Waiver of Rights:

No delay or forbearance by either party in exercising any right or power under this Agreement shall be construed as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power

32. 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.

33. RATE ESCALATION:

The Rates are firm and fixed for a period of one year from the Effective Date of the Agreement. The Rates shall not be subject to escalation or increases on an account / reason(s) whatsoever.

34. LIQUIDATED DAMAGE:

34.1 Service Provider shall ensure that the jobs are carried out in accordance with the terms and conditions of this Agreement. If the jobs are not carried out to the satisfaction of the Officer-in-Charge, whose decision will be final and binding, including events of delay for reasons attributable to the Service Provider, the Service Provider shall be liable to pay and / or reimburse to the Company a sum

- i.) Equivalent to charges plus 30% over head charges will be recovered from the Service Provider's bill;
- ii.) Equivalent to 0.5 % of the order value for each week or part thereof on delayed part or unexecuted part thereof until the actual date when the job is completed up to a maximum deduction of 5% of order value. Once the maximum deduction is reached the Company may consider termination of Agreement, at its sole discretion, without any liabilities to the Company.

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

35. SUBLETTING:

The Service Provider shall not, without Company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Service Provider as envisaged herein provided that any such consent shall not relieve the Service Provider from any obligation, responsibility or duty under this Order.

36. PERIOD OF MOBILISATION:

Service Provider shall mobilize its resources to carry out the assigned services under this Agreement immediately so that services are made available from the date of start

37. 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 C&M 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.

38. REQUIREMENT FOR ADDITIONAL / EXTRA VEHICLE ON SUNDAYS:

Vehicle can be called on Sundays for their respective services. For availing such services on Saturdays/Sundays the concerned Department will inform about the same to HOD-Admin or his nominated officer for their respective services. In turn, the HOD-Admin or his nominated officer will inform to Agency in writing for the requisite supply of additional/extra vehicle on Sundays. The monthly bill should be accompanied with the written communication from the HOD-Admin

SECTION IV

SCOPE OF WORK

1. ECCO/VANS will run on CNG/Petrol. If Vehicles are running on CNG, then it must have approved CNG kits (from competent government authorities) & related paper need to be submitted to the Officer-in-charge in advance.)
2. The vehicles deployed shall be in good working condition as per requirement of BYPL. If found not in line with BYPL requirement, then shall attract a penalty of ₹2000/- per vehicle per day. Seats shall be well cushioned and covered with a seat cloth/cover. The vehicle shall be cleaned on daily basis. In case vehicle is found to be not in good condition, the agency shall replace the same with another one with 24 hours of receiving the instruction from officer-in-charge (Head-Admin). A Penalty of ₹ 2000/- per vehicle per day for not providing vehicle in good working condition shall be applicable. All vehicles must have good condition in interiors and exteriors.
3. Drivers shall be well behaved & must have mobile phone and proper recharge of connection with Bluetooth device.
4. Vehicle will be duly registered, having comprehensive insurance, having pollution norms certificate manned by the drivers having proper Commercial driving licenses, valid badge and other statutory requirements to drive a Commercially registered vehicle. Copies of same shall need to be submitted to officer in-charge (Admin) from time to time or as & when asked. ALL THE ORIGINAL VEHICLE RELATED DOCUMENTS PRODUCED BY DRIVER AS AND WHEN ASKED BY BYPL
5. Agency will provide list of telephone nos. of its managers and office nos, which are available for 24 hrs and AGENCY TO ENSURE THAT ALL MANAGERS PICK THE PHONE OF ADMIN INCHARGE / OFFICERS
6. Vehicles must be fitted with Fire Extinguishers & First-aid box. Any violation in this regard shall attract penalty of Rs 2000/-
7. Toll tax expenses shall be paid extra at actual duly supported by individual original bills/ receipts. Parking fees wherever applicable.
8. A car diary/ log book shall be maintained for every vehicle separately in the prescribed format by BYPL. Before the start of journey for company duty meter reading must be entered in this log book on daily basis. Daily running of vehicle should also be entered in this diary on the daily basis. The total kilometers run by the car will be calculated from this car diary/ log book. The entries should be correct and vehicle driver will ensure that each entry should be signed by the user (Driver also Mentioned the Name designation department & Mobile no of user) and should write in his own handwriting i.e. kilometer reading at the point of reporting per kilometer reading at the point of drop, the usage of vehicle for particular month for his location. Overwriting is not permitted. In case of genuine changes, must need to write in separate line & signed by user. It needs to be submitted on monthly basis as on statutory norms and as per motor vehicle Act. This is just a certification and is mandatory to be submitted on monthly basis.
9. Vendor needs to obtain Identity card for their staff for entering into any of BYPL premises. This needs to be verified from our security department. Vendor must ensure that these ID cards must be available to driver before deployment of any driver/ supervisor at any office of BYPL. Any violation in this regard, shall attract a penalty of ₹ 1000/- on each instance.

10. CNG vehicles must be fitted with CNG Kit from Govt. Approved Authorized dealer, registration certificates must be endorsed as PET CNG, one copy of RC needs to be submitted with BYPL before deployment.
11. In case of accidents, BYPL has no responsibility whatsoever towards Police/ RTA authorities, law Courts, Injured parties, damages to vehicles or property etc. All these shall be entirely contractor's sole responsibility. The contractor/ agency will obtain comprehensive insurance policy for all the personnel deployed to cover any injury or death to any staff or other person, in or around the work premises without extra cost to BYPL. BYPL will not pay and/or reimburse anything on this account over and above the considerations.
12. Kilometers shall be calculated with reference to point-to-point basis for monthly rental basis. For monthly rentals, If vehicle is not left at the dropping point, 10kms per working day towards to & from the parking lot shall be provided extra. [This 10 KM running shall be considered within prescribed KM limit of Vehicle]
13. The Vehicles sub-hired from individual driver-owner shall be allowed to be deployed. Subletting in any other form is not allowed without prior approval from Officer – In -Charge
14. PF/ESI shall be applicable for the drivers employed by you on your company owned vehicles. Monthly PF/ESI challan to be submitted to the office of Head-Admin or on demand.
15. Agency shall provide one driver per vehicle as per the requirement of BYPL. The driver so provided shall have adequate experience of driving such vehicle. The agency shall also submit a copy of valid license of the Drivers deployed with BYPL to the Officer-In-Charge before deployment.
16. BSES Yamuna Power Ltd. shall inform Agency at least one days prior in the advance in writing of any change in the time schedule or in the route.
- 17 There will be no relationship of employer - employee between BSES Yamuna Power Ltd. and the Drivers of the vehicle in the term of any applicable labour laws or any other legislation. All statutory payments to be made to the Drivers of the vehicle under any statutory regulation shall be the responsibility of Agency.
- 18 Agency shall ensure that no driver consumes alcohol and /or alcoholic substances while on duty and if found guilty that driver shall be immediately removed from duty. A penalty of ₹ 5,000/- per incident shall be applicable for such violation
19. Agency shall take all steps, necessary or otherwise, to comply with the various applicable laws /rules /regulations/ notifications, including, but not limited to, the provision of agreement contract labor (Regulation & Abolition Act) 1970 as amended, minimum wages Act 1948, work man's compensation Act,1923, as amended. Employees State Insurance Act 1948, Employees Provident Funds and Miscellaneous Provisions Act 1952. Payment of Bonus Act 1965, Professional Tax and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor.
20. To satisfy the above statutory obligations, Agency shall submit all necessary records between 20th & 30th for the previous month to BSES Yamuna Power Ltd. for inspection and without any liability on the part of BSES Yamuna Power Ltd.
21. Agency shall ensure that their drivers shall drive the vehicles carefully. The cost of repairing due to accident occurred due to fault of driver and which cannot be claimed from insurance shall be recovered from Agency.

22. Agency shall comply with all provisions regarding Minimum Wages / PF / ESI. Also Agency will ensure that Drivers are paid timely & according to all legal provisions.

A. All drivers to have ID card and valid license for driving commercially registered vehicles and valid badge.

B. Duty hours to be strictly enforced.

C. All changes of driver with the approval of user dept i.e. Admin Dept.

D. All vehicle drivers must wear proper uniform and shoes. Violation in this regard shall attract penalty of Rs 1000/-

E. In case of accident of the vehicle, degree of negligence/ responsibility on the part of driver will be ascertained by the Admin dept and penalty will be imposed on the Agency to the extent of repair cost of the vehicle and for non-maintenance i.e., Engine oil & Brake oil check, Battery water check etc ₹ 500 penalty will be imposed on the Agency on every occasion.

23. Agency shall take necessary comprehensive insurance policy including 3rd party liabilities to cover any accident, damage, theft or loss of life and property including permanent or temporary disability of any vehicle and shall keep it valid during the validity period of this agreement. The certified copy of these insurance notes would be handed over to BYPL before commencement of contract.

24. If the vehicle is absent then the deduction will be made accordingly. No payment will be made.

25. Agency providing access rights of GPRS Module to office –In charge /Head admin of BSES.

Representations:

1. Agency shall ensure that all the drivers will carry valid commercial driving licenses along with valid badges. The photocopy of the driving licenses of the driver shall be submitted to BSES YAMUNA Power Ltd. at the time of joining of duty. If any driver is found by BSES YAMUNA Power Ltd. without license at the first instance he will be warned. If Found second time in the same month a penalty of ₹ 1000/-will belevied by BSES YAMUNA Power Ltd. and if found third time in the same month a penalty of ₹ 2000/- will be levied.

2. Agency represent that it shall obtain and maintain all licenses and approvals required to be obtained by it to the act as a service provider, as contemplated under this Agreement.

3. Agency has represented to BSES Yamuna Power Ltd. that it may provide the services contemplated under this agreement through its contracts with whom it will enter into back to back contract with the prior approval of BSES Yamuna Power Ltd

SECTION-V

Commercial Bid/Price Format

PRICE BID FORMAT for VEHICLES Non AC & AC (Not older than Jan 2018)

BILL OF QUANTITY/ PRICE FORMAT

S.No	Item Description	Unit	Qty	Rate	Amount
1	Non AC Vehicle				
1.1	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 10 Hrs /22 Days/1000 Kms per month (a) EECO	Each	68		
	(b) GPS Enabled EECO	Each	RO*		
1.2	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 10 Hrs /22Days/1500 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
1.3	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 10 Hrs /22 Days/2000 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
1.4	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 10 Hrs /26 Days/1500 Kms per month (a) EECO	Each	13		
	(b) GPS Enabled EECO	Each	RO*		
1.5	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 24 Hrs /30 Days/2000 Kms per month (a) EECO	Each	5		
	(b) GPS Enabled EECO	Each	RO*		
1.6	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 12 Hrs /26 Days/2500 Kms per month (a) EECO	Each	01		
	(b) GPS Enabled EECO	Each	RO*		

1.7	HIRING OF COMMERCIALY REGISTERED VEHICLE (Non-AC) 12 Hrs /22 Days/2500 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
1.8	HIRING OF COMMERCIALY REGISTERED SEVEN SEATER VEHICLE (Non-AC) 10 Hrs /26 Days/1500 Kms per month, (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
1.9	HIRING OF COMMERCIALY REGISTERED SEVEN SEATER VEHICLE (Non-AC) 10 Hrs /26 Days/2000 Kms per month, (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
2	Charges for extra Hours (a) EECO	Hour	Actual		
3	(c) GPS Enabled EECO	Each	Actual		
AC vehicles Rates					
4.1	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 10 Hrs /22 Days/1000 Kms per month	Each	10		
	(a) EECO				
4.2	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 10 Hrs /22 Days/1500 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO				
4.3	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 10 Hrs /22 Days/2000 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO				
4.4	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 10 Hrs /26 Days/1500 Kms per month (a) EECO	Each	6		

	(b) GPS Enabled EECO				
4.5	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 10 Hrs /26 Days/2000 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO				
4.6	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 12 Hrs /26 Days/2500 Kms per month (a) EECO	Each	RO*		
	(b) GPS Enabled EECO	Each	RO*		
4.7	HIRING OF COMMERCIALY REGISTERED VEHICLE (AC) 24 Hrs /30 Days/2000 Kms per month (a) EECO	Each	RO*		
	(b) ONE DAY RATE	Each	Actual		
4	Charges for extra KM's (over 2000 Kms) (a) EECO	KM	Actual		
	(b) GPS Enabled EECO	Each	Actual		
5	Charges for extra Hours (a) EECO	Hour	Actual		
	(c) GPS Enabled EECO	Each	Actual		
Total-----103					

Price Escalation for 2nd Year%

- RO – Rate Only
 - GST Extra as applicable
 - Above quantity (No. of Vehicles) is approximate. Actual order quantity may vary.
- Bidders must fill each and every column of above format

SECTION-VI

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 its 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..... 2021
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS).....

ANNEXURE -I

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:

- 1A. Any special permission which may be required under the statutes or any other applicable laws before the commencement and implementation of the support services as contemplated under the present contract which are related to assisting the utility in the enforcement of theft of electricity which is a penal offense under the electricity act 2003
- 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

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) Salary / Wages to be distributed through ECS to all the deployed work force or in presence of Company's representative not later than 7th of each month.
- c) To maintain Wage-cum -Attendance Register.
- d) The resource 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 GPA (Group Personal Accidental 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)
- 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 - II

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 _____ 2021. 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 –III

**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 ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.
7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness day of 2020 at

1. For Bank
2. Signature

Name Power of Attorney No:

Banker's Seal

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911020005246583
5. IFSC Code: UTIB0000055

ANNEXURE - IV

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2021

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 Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (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 1 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

Authorized Signatory

Name:

Designation:

For the Receiving party

Authorized Signatory

Name:

Designation:

ANNEXURE-V

Safety Clauses as per direction of Head (Safety) BYPL on 14.05.19

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

2.00 Guidelines for Penalty Policy Implementation

2.1 Penalty for not following SOP already circulated.

A penalty of Rs. 500/- shall be levied on contractor for not following SOP and creating unsafe condition at work place.

2.2 Penalty for Misconduct:

2.2.1) A penalty of Rs. 10000.00 shall be levied on contractor for the first incident of misconduct.

2.2.2) A penalty of Rs. 25000.00 shall be levied on contractor for the second incident of misconduct.

2.2.3) A penalty of Rs. 50000.00 shall be levied on contractor for the third incident of misconduct & termination of the contractor.

2.2.4) Depending upon the level of mal practice, Engineer In-Charge/Head (Civil) can take decision which will have on report of misconduct, the matter will be scrutinized at appropriate level and the complaint found genuine above Penalties shall be applicable.