

BSES YAMUNA POWER LIMITED (BYPL)

Notice Inviting Tender (NIT)

for

“Facility Management, Maintenance of Building Automation & Security Work in BYPL”

NIT No.: CMC/BY/22-23/RS/SvS/RD/43

Dated: 19.09.2022

Due Date for Submission of Tender: 11.10.2022, 14:00 HRS

Date and Time of opening: 11.10.2022, 14:30 HRS

BSES YAMUNA POWER LIMITED,

Shakti Kiran Building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Website : www.bsesdelhi.com

(This document is meant for the exclusive purpose of bidding against this NIT Number /Specification and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued).

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CHECK LIST
(FOR BID SUBMISSION)

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
8	NO DEVIATION DECLARATION (NDD)	
9	UNPRICED TECHNO-COMMERCIAL BID (IN SEPARATE SEALED ENVELOPE-1)	
10	PRICE BID (IN SEPARATE SEALED ENVELOPE-2)	
11	COMPLETE BID DOCUMENTS, ENVELOPE 1 & 2 (IN SEPARATE SEALED ENVELOPE-3)	

SECTION- I : REQUEST FOR QUOTATION (RFQ)

SECTION- I - REQUEST FOR QUOTATION (RFQ)**1. GENERAL**

BSES Yamuna Power Limited invites sealed tenders on a “Single Stage: Two Envelope” bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for “Facility Management, Maintenance of Building Automation & Security Work in BYPL”.

- 1.1. The bidder must qualify the requirements as specified in heading “Qualifying Requirements” of this RFQ.
- 1.2. The sealed envelopes shall be duly super-scribed as:

“NIT No.: CMC/BY/22-23/RS/SvS/RD/43 Dated: 19.09.2022”

for

“Facility Management, Maintenance of Building Automation & Security Work in BYPL”

- 1.3. Schedule of the tendering process is given below. Detailed Specification, Scope of Work, Terms & Conditions, etc are mentioned in the Tender documents, which is also available on our website.

Cost of Tender Documents (Non- Refundable)	Rs.5900/- (including GST)
Earnest money Deposit	Rs 25 lakh
Duration of the Work	36 Months
Tender documents on sale	19/09/2022 to 10/10/2022 (Working days)
Date & time of Submission of Bid	11/10/2022 till 14:00 HRS
Date & time of opening of Techno-Commercial Bid	11/10/2022 at 14:30HRS

- 1.4. The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.5900/-** drawn in favour of BSES Yamuna Power Ltd, payable at Delhi:

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Limited
IIIrd Floor, “A” Block, Shakti Kiran Building
Karkardooma, New Delhi -110032

- 1.5. Only DD shall be accepted for tender fees.
- 1.6. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website www.bsedelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

- 2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.
- 2.2. Only those agencies, who fulfil the qualifying criteria as mentioned in clause 3 should submit the tender documents.
- 2.3. BSES YAMUNA Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reducethe amount and quantity mentioned in the tender documents at the time of placing Order
- 2.4. The bid will be summarily rejected if:
 - (a) **Earnest Money Deposit (EMD)**and **Tender Fee**of requisite amount is not deposited as per tender conditions
 - (b) Bid received after due date and time.

3. EMD

- 3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. 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 forms:
 - (a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Yamuna Power Limited valid for 6(six) months from original due date of bid submission.
 - (b) Fixed Deposit (lien marked in favor of BSES YAMUNA POWER LTD) valid for 6(six) months from original due date of bid submission.
- 3.2. Please note that bank details as given below have been provided only for the purpose of making BG for EMD.

Beneficiary Name	: BSES Yamuna Power Limited
Bank Name	: State Bank of India (SBI)
A/c No.	: 10277791808
IFSC Code	: SBIN0009601
- 3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.
- 3.4. Earnest money given by all the bidders who are techno commercially qualified except the lowest bidder shall be returned within 8 (Eight) weeks after award of the work.
- 3.5. The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.
- 3.6. The EMD may be forfeited in case of:
 - (a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
 - (b) The successful Bidder does not
 - (i) accept the Purchase Order/Work Order, or
 - (ii) furnish the required CPBG as per tender terms

- (c) The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4. QUALIFYING REQUIREMENTS (QR)

The prospective bidder must meet all of the following qualifying requirements to be eligible to participate in the bidding.

4.1. Technical QR:

- (i) The bidder individually or as a group company^(#) should have minimum five years experience in providing Facility Management Services (House keeping, HVAC and Allied services) and Security Services having a minimum of 2000 security personnel on its role in any power distribution Utilities / Power Generation Utilities/SEB's / Discoms / Govt. organizations / reputed Corporate establishments for not less than continuous 12 months within the last 5 financial years (FY18 to FY22).

(#) A group company means if the same company owns them (i.e. they have the same parent company) or one of them owns the other (i.e. one is subsidiary of the other). Such group companies should directly or indirectly, are in a position to (a) exercise 26 percent, or more of voting rights in other company, or (b) appoint more than 50 percent, of members of board of directors in the other company. Bidder shall submit the supporting documents for the same.

- (ii) Details of contracts executed by bidder in the last five (5) years supporting the experience credentials shall be submitted as per format in Annexure II. Performance certificates & work order copies for the contracts completed successfully shall be submitted by bidder.
- (iii) As on bid submission date, Bidders must have a valid registration under PSARA Act (Delhi), as services required in Delhi only. (Applied for will not be considered)
- (iv) The bidder should have requisite skills, knowledge, expertise, experience, and system as per the requirement of the company and the capability to act as a service provider with the trained and experienced persons of the requisite skill and knowledge to perform the function. Organisation chart of bidder indicating Executive / Staff with the required educational qualification and experience needs to be submitted along with the bid.
- (i) Bidder should have an office in Delhi NCR or shall open an office in Delhi NCR within 15 days from the date of LOI/Award of contract. Bidder to submit undertaking/details of such office on their letterhead. The Head/ In-charge of this office should be competent enough to take all decisions related to this contract.

4.2. Financial QR:

- (i) The bidder must have executed a single order of minimum value of Rs 20 crore or two orders of minimum value Rs 12 crore each or three order of minimum value Rs 10 crore each in the field of Facility Management Services or Security Services or both in any power distribution Utilities / Power Generation Utilities/SEB's / Discoms / Govt. organizations / reputed Corporate

establishments in the last five financial years (FY18 to FY 22). The completed Cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose.

- (ii) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22, FY21 & FY20) should not be less than Rs 120 Crore. The bidder shall submit the Annual Turnover Report of the last 3 FYs duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.
- (iii) The bidder should have net worth of Rs 20 Crore as on the last day of the preceding financial year on the date of bid submission. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2021-22. The Net worth certificate must have UDIN Number.
- (iv) Bidder must provide proof of having solvency of an amount equal to Rs 15 Crore from any nationalized/ scheduled commercial bank. It should not be older than 30 days from the date of submission of Techno-Commercial bid.
- (v) Bidder should have valid Registration of GST & PAN.
- (vi) Bidder should fulfil all statutory compliances like PF, ESI registration, etc.
- (vii) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.
- (viii) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BYPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BYPL & Its group companies for indefinite period or period as may be decided by BYPL.
- (ix) The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.

4.3. Other Requirements:

- (a) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and company's decision shall be final in this regard.
- (b) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:
- i. Last three Financial Years (FY 19-20, FY 20-21 & FY 21-22) audited financial statement. In case audited balance sheet of FY 21-22 is not available then bidder can submit provisional balance sheet for FY 21-22 along with UDIN based CA certificate.
 - ii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2022, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to deposition of such statutory dues.
 - iii. Detail of Banks & Fund & Non fund based Credit limit
 - iv. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
 - v. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
 - vi. Organization Chart of the Bidders Company/organisation
 - vii. Organisation chart for execution of the contract comprising of qualified manager, Safety officer, HR manager, Technicians / Diploma / Graduate Engineers etc.
 - viii. Experience details with credentials
 - ix. Number of Employees & necessary details
 - x. Details of office/s in Delhi, Details of Registered and Corporate offices and details of other offices/establishments in India.
 - xi. Work order copies along with performance certificates in support of relevant experience
 - xii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
 - xiii. Networth certificate as elaborated in financial QR
 - xiv. List of pending litigation with government/other institution on account of executing any order.
 - xv. Copy of ESI/PF Registration certificate
 - xvi. Copy of PAN/GST no.
 - xvii. Copy of GST Return of last Financial Year.
 - xviii. Copy of valid Electrical License, if required
 - xix. Bidders must have a valid PSARA license under PSARA Act (Delhi)
 - xx. Non-Disclosure Agreement (NDA) as per format attached
 - xxi. Bidder's details as per format attached
 - xxii. Solvency Certificate
 - xxiii. An undertaking to provide all Tools & Plants, PPEs, materials as per tender scope
- (c) The bidder should enclose performance certificates in support of relevant experience.

- (d) For Existing vendors of BYPL, the evaluation will also include the performance in the existing contracts via-a-vis performance in terms of HR issues, all statutory Compliance parameters and wages disbursement by Vendors. BYPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.
- (e) BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

5. PRE-BID MEETING:

A pre-Bid meeting shall be organised physically or digitally (through web conferencing platform) at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

The details of the proposed Zoom Meeting (if applicable) are given below: -

Time: 26.09.2022 11:00 HRS India
Zoom Link : <https://zoom.us/join>
Meeting ID – 867 289 9211
Password –5678@

All queries related to this tender must reach to C&M Department of BYPL at least three days before the date of the pre- bid meeting. All the bidder's queries shall be replied to in the pre-bid meeting. 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 representatives who intend to bid and who have either purchased tender documents or will pay tender fees for downloaded documents are invited to attend the pre-bid meeting. Corrigendum, if any, to the tender document shall be hosted on the website subsequent to the pre-bid meeting. Bidders are requested to submit their offer strictly in line with this tender document& corrigendum if any.

6. BID SUBMISSION

- 6.1. The bidders are required to submit the bid in 2(two) parts and in original&duplicate (total 2 copies) at the following address:
- Head of Department,
Contracts & Material Department,
BSES Yamuna Power Limited,
III Floor, "A" Block, Shakti Kiran Building,
Karkardooma,
New Delhi-110032.**
- 6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. No price bid shall be submitted in Pen Drive. The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.
- 6.3. 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 Techno-Commercial Bid and Part-B PRICE 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.

6.3.1. PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):

The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope super-scribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

- a) General information about bidder
- b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
- c) EMD of requisite amount
- d) Non-refundable separate demand draft for Rs. 5,900/- In case the forms are downloaded from the website
- e) Technical Literature if any.
- f) Details of experience of works of the same or similar nature. Copy of work orders and performance certificates.
- g) Power of attorney
- h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
- i) Any other relevant document to support bidder meeting QR

Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BSES website.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT at our website, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

6.3.2. PART B: PRICE BID (Envelop-2):

The second sealed envelope shall contain Price bids in paper form (hard copies) and envelope super-scribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

- (a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.
- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.3.3. FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION:

The company reserves the right to conduct Reverse Auction (RA) for finalization of contract hence the details of the price bid shall not be shared with bidders. The qualified bidders will

participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-IV in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. 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 shall be final and binding on the bidders.

7. TIME SCHEDULE

The activities and their timelines are given hereunder which needs to be adhered by the bidders.

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	24.09.2022
2	Pre-Bid Meeting	Discussion on pre-bid queries	26.09.2022
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	11.10.2022
4	Opening of Techno-Commercial Bid	Opening of PART-A	11.10.2022
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction (If required)	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BYPL.Eauction@relianceada.com

8. AWARD DECISION

- 8.1. Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.
- 8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 8.3. In case the performance of any contractor is found unsatisfactory during the execution process,

the award will be cancelled and BYPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

- 8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BYPL on this shall be final and binding on the bidders.
- 8.5. The bidding firms are advised to quote their Margin / Administrative Service Charges accordingly. BYPL reserves the right to reject the bids quoted with abnormally higher or abnormally lower individual activity rates. The criteria decided by BYPL on this shall be final and binding on the bidders and will not be open for discussion under any circumstances.

9. MARKET INTEGRITY

We have a fair and competitive marketplace. The rules for the bidders are outlined in the Terms & Conditions of the tender documents. Bidders must agree to these rules prior to participating in the tender. In addition to other remedies available, we reserve 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 behavior that disrupts the fair execution of the marketplace restricts a bidder from participation in future tenders of BYPL to a length of time as decided by BYPL, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT
- Misrepresentation of facts, submitting false and fabricating documents

10. CONFIDENTIALITY

All information contained in this tender document 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 tender 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.

The bidder shall sign a Non-Disclosure Agreement (NDA) in the format attached in tender document and submit along with its bid.

11. CONTACT INFORMATION

Technical & Commercial clarification, if any, regarding this tender shall be sought in writing and sent by e-mail to the following e-mail IDs:

Address	Name/ Designation	E-mail Address / Phone Number
Technical		
Admin / Security Dept, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, New Delhi-110032	Mr. Ajay Gupta, Head – (Admin)	ajay.s.gupta@relianceada.com / 011-4124 9514
	Major Vaibhav Yadav, Head – (Security)	vaibhav.yadav@relianceada.com / 011-4124 9317
	All technical queries shall also be marked copy to Commercial team as per the details below.	
Commercial		
C&M Dept, 3rd Floor, A Block, BSES Yamuna Power Ltd Shakti Kiran Building, Karkardooma, New Delhi-110032	Mr. Rohit Dabre GM – (C&M)	rohit.dabre@relianceada.com / 011-4124 9419
	Mr.Santosh Srivastava, Head – (Contracts)	Santosh.V.Srivastava@relianceada.com / 011-4124 9850
	Mr. Robin Sebastian, Head – (C&M)	Robin.Sebastian@relianceada.com / 011-4124 9230

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES YAMUNA Power Ltd (BYPL), hereinafter referred to as the “Company” is desirous for awarding work of “Facility Management, Maintenance of Building Automation & Security Work in BYPL” as notified in this tender document.

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

2. SCOPE OF WORK

Detailed specification/scope of work is provided in Section-V of this tender document.

3. DISCLAIMER

- 3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BYPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.
- 3.2. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder 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.
- 3.3. Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.

- 3.4. Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future
- 3.7. BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.
- 3.8. The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

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. TENDER DOCUMENTS

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

"Check List, Sections, Annexure & Formats as elaborated in CONTENT of this NIT."

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

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1. 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, alter/amend/modify the tender documents by corrigendum /amendment.
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
 - (a) by way of uploading the corrigendum/amendment on BYPL website (in case of public tender),

(b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

All such corrigendum & amendments will be binding on the bidders.

- 6.3. In order to provide 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. PREPARATION OF BIDS&LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

- (a) Techno-Commercial Bid & Price Bid as elaborated in RFQ. (STRICTLY AS PER FORMAT)
- (b) All the Bids must be accompanied with the required EMD & Tender Fees against each tender.

9. BID FORM

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

10. BID PRICES

Bidders shall quote for the entire Scope of work with prices for individual items. The bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters.

11. BID CURRENCY

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

- 12.1. Bids shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid.

- 12.2. Notwithstanding above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the company in this regard shall be maintainable.

13. ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Tender 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 Tender Documents.

14. FORMAT AND SIGNING OF BID

- 14.1. 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 in Section-I, RFQ.
- 14.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the Agency.
- 14.3. 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 signed by the person or persons signing the Bid.

15. SEALING AND MARKING OF BIDS

- 15.1. Bid submission: One original (hard copies) and one duplicate (total two copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.2. 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. DEADLINE FOR SUBMISSION OF BIDS

- 16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.
- 16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender 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. 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 due date of bid submission.

20. EVALUATION OF BID

- 20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.
- 20.2. BYPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. 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. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.1. 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.
- 22.2. 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.
- 22.3. Company will determine the substantial responsiveness of each Bid to the Tender 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 Tender Documents without deviation.
- 22.4. 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. EVALUATION AND COMPARISON OF BIDS

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

23.2. 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 Techno-Commercial Proposals and the Conditionality of the Bidders would be evaluated.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

23.3. 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 Tender Documents
- (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
- (e) Change in the quantity from mentioned in the tender

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

23.5. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.6. Adjustments in price, if any, based on the above procedures, shall be made for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

24. CONTACTING THE COMPANY

24.1. 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.

24.2. 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. 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. 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 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 need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.

27. 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 before the award of Contract. Further BYPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

28. 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 acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Company.

29. CORRUPT OR FRAUDULENT PRACTICES

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. 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 the 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.

29.2. Furthermore, It shall be the responsibility of the Bidders to read and understand & aware of the provision stated in the Terms and Conditions of tender before participating in the tender.

30. 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.

BSES

SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION – III:

SPECIAL CONDITIONS OF CONTRACT (SCC):

These Special Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed to be supplementary to and complementary of every other part.

1. DEFINITIONS

1.1 Engineer-in-Charge (EIC) / Officer-in-Charge (OIC)

The term “Engineer-in-Charge (EIC) / Officer-in-Charge (OIC)” shall mean the Company’s nominated representative for the purpose of supervision of the execution of the Contract. The same shall be mentioned in the contract.

2. SCOPE OF WORK

The scope includes providing Facility Management, Maintenance of Building Automation & Security Work in BYPL”. as per detailed scope of work as enumerated in Section – V.

3. EFFECTIVE DATE, TIME AND VALIDITY

3.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of three (3) years. Notwithstanding the continuous/periodic review/assessment of contractor’s performance by BYPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.

3.2 That further Renewal and extension of the agreement shall be the sole prerogative of BYPL. BYPL reserves the right to renew the agreement.

3.3 Illustrative Conditions for Renewal and Extension of Agreement Beyond Agreement Duration:

BYPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BYPL may, at its discretion, renew even within One Month of expiry of agreement. BYPL reserves the right not to renew and extend the agreement beyond agreement duration. However, in exceptional cases when the Contract period shall be extended beyond 3 years then same shall be discussed and agreed mutually

3.4 BYPL shall notify the Contractor of any possible extension or request the Contractor to furnish additional information, as may be required, for granting such extension.

4. ORDER VALUE

Value of the Contract will be contracted out on the basis of finalized rates.

The Contractor shall not be entitled to adjustment in the Contract Value during the term of this Agreement for increase due to-

- (a) increased labour costs including minimum wages or costs related to vehicles / materials/ other equipments provided,
- (b) changes in insurance premiums, and/or
- (c) changes in legislations or regulations relating to the Service.

5. RATES & ESCALATION

5.1 The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever.

5.2 The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following:

- I. Cost of Labour, Materials, Tools & tackles and supervision.
- II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.
- III. Mobile and Conveyance of the Contractor's employees up to place of work and/ or from one place to another place for carrying out the job.
- IV. Uniform with all accessories for the team as per the sample decided.
- V. Rates shall be valid for all heights and locations.
- VI. All other expenses incidental to the job.
- VII. The Company shall pay only once against the service provided irrespective of the fact that the Contractor might have to take more than one attempts for providing the service.
- VIII. Compliance with all labour laws including Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc in respect of employees engaged by the Contractor for the discharge of services as per this agreement.

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

6.1 Contractor shall furnish the CPBG in the prescribed format within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.

6.2 The CPBG shall be of 7.5% (Seven & half %) of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.

6.3 CPBG value to be enhanced @ 7.5% if initial annual contract value increases by more than 5%.

6.4 The CPBG shall be issued from any nationalized / scheduled bank as per company format.

6.5 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Agreement for whatsoever reason. This

clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

- 6.6 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.
- 6.7 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BYPL iv) NOC issued by BYPL compliance cell
- 6.8 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BYPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.
- 6.9 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BYPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BYPL and provide a copy of such renewed CPBG.
- 6.10 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BYPL.

7. PAYMENT TERMS

- 7.1 All monitoring, measurement, billing & payment processes shall be on IT enabled platform to be provided by BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.2 The contractor shall submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favor of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi. Further Contractor shall also upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.
- 7.3 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.
- 7.4 The billing period shall be till the end of the calendar month for all the bills.
- 7.5 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Contractor shall collect the details of such documents and formats from the Company.
- 7.6 The Contractor shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary paid in previous month along with the bills of the current month.
- 7.7 Notwithstanding anything with the release of payment of bills by the Company to the Contractor, the Contractor shall at all times ensure the due and timely payment of wages to all persons,

including workmen, employed by the Contractor pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release of payment of the bill by the Company to the Contractor and the payment of any salary, wages or any other dues whatsoever by the Contractor to its employees and workmen.

- 7.8 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.
- 7.9 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

8. INSURANCE

The contractor shall take suitable insurance policy for its men and materials (Term Insurance for life, GPA, Medclaim policy, Workmen Compensation Policy etc.) as listed below for the resources deployed by him:

8.1 Insurance Policies:

a) Term Insurance for life:

Before commencing the execution of the work the Contractor shall take Term Insurance Policy for life for the staff engaged/deployed by them for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 10 Lakhs.

b) Group Personal Accident Insurance:

Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 5 Lakh (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 5 Lakh.

The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim and without any liability on BYPL. The premium amount for both the above policies shall be borne by the Contractor. The Contractor shall furnish copy of policy within 15 days of start of work under the contract.

8.2 Medical Insurance Policy:

Contractor shall take a Group Medclaim (GMC) Policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESI. Recovery of premium of GMC insurance shall be as per bidder company policy

8.3 Comprehensive Marine Storage cum Erection insurance policy:

Company shall take at his own cost Comprehensive Marine Storage cum Erection insurance policy for the total work. However, Contractor shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials. Please note that these insurance policies shall be taken in consultation with the company and a copy of the such insurance policies shall have to be furnished to company within 15 days of the date of LOI/Order.

- 8.4 For all the insurance policies (whether taken by the Company or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the

company and will arrange replacements / rectification expeditiously without a waiting settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of time.

9. PENALTY

- 9.1 Penalty related to score card shall be levied as mentioned in Section-V, Scope of Work.
- 9.2 Penalty related to HR issues & ID Cards shall be applicable as defined in GCC.
- 9.3 Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC.
- 9.4 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.
- 9.5 Penalty for violation of safety & quality norms shall be applicable as defined in Annexure-III, EHS Conditions of the Contract.
- 9.6 Total annual aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.

10. GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS /DUG AREA WHILE DOING WORK AT SITE IN BYPL AREA

The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to BYPL.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signages.
- e) If they are required to be covered, it shall be ensured that the covers are in place.
- f) If required, as per law, prior permission from authorities shall be secured before the commencement of work.

The Execution contractor shall solely be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. Contractor is liable for the penalties / other action by the authorities, the contractor shall indemnify BYPL its employees/directors/associates from all liabilities/penalties/claims including litigation expenses on this account.

11. DERC GUIDELINES & REGULATIONS

The bidder shall make himself fully aware & familiarise with prevailing DERC guidelines / regulations.

SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

This GCC shall form an integral part of the Agreement and will be of full force and effect as if they were expressly set out in the body of the Agreement.

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

1. DEFINITION & INTERPRETATION

1.1 Definition

In the Agreement (as defined below) the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

- 1.1.1 “Accounting Year” means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2 “Applicable Laws” means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3 “Change in Law” means the occurrence of any of the following after the execution of agreement:
- (i) The enactment of any new Indian Law;
 - (ii) The repeal, modification or re-enactment of any existing Indian Law;
 - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
 - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
 - (v) It also includes changes in the tax rates upward or downward.
- 1.1.4 “Change in Service” means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5 “Communication” means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered

post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

- 1.1.6 “Company/Owner/Purchaser/First Party ” the terms used in this agreement shall refer to BSES YAMUNA Power Limited (BYPL) having its office at Shakti Kiran Building, Karkardooma, Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.
- 1.1.7 “Contractor/Agency/Vendor” means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as ‘Contractor’ or ‘Agency’.
- 1.1.8 Contract” /” Agreement/”Work Order” means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BYPL’s requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BYPL.
- 1.1.9 “Agreement Period” shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10 “Agreement Value/Consideration” means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as ‘Service Fee(s)’ or ‘Agreement fees’/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.
- 1.1.11 “Force Majeure” shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.12 “Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.13 “HSE Conditions” shall mean the BYPL’s health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.

- 1.1.14 “KPI” shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower’s performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis
- 1.1.15 “Manpower” means a person/s, labour (including Contractor’s staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor’s provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.
- 1.1.16 “Contract cum Performance Bank Guarantee (CPBG)” means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor’s obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.17 “Service(s)” / “Works” shall mean Company/BYPL’s requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is ‘scope of work’ which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.
- 1.1.18 “Site” means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BYPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BYPL.
- 1.1.19 “Sub-Contractor” means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BYPL, and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.1.20 “Sub-Contract” shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.
- 1.1.21 “Tax Invoice” /” Running Bill” (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 Interpretation

In the Contract except where the context requires otherwise:

- 1.2.1 Words indicating one gender include all genders
- 1.2.2 “Written” or “in writing” means hand-written, written, or electronically made and resulting in a permanent record

- 1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force
- 1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities
- 1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.
- 1.2.6 The terms defined in schedule and the BYPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7 The words "include" and "including" shall be construed without limitation.
- 1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right.
- 1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and
- 1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the company, who shall, accordingly, issue suitable instructions thereon to the Contractor. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

- i) Contract Agreement/Work Order.
 - (a) Special Conditions of Contract
 - (b) General Conditions of Contract
- (ii) The Letter of Acceptance/ Intent
- (iii) Agreed Minutes of the Tender Negotiation Meetings
- (iv) Agreed Minutes of the Tender Technical Meetings

- (v) The Priced Bill of Quantities
- (vi) The Technical Specifications / Scope of work
- (vii) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favorable to the company shall govern and the decision of company/BYPL shall be final and binding upon the parties.

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

All correspondence and documents relating to this order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

5. EXAMINATION OF SITE & LOCAL CONDITIONS

The contractor is deemed to have visited all the sites that comes under Company's licensed area under the Contract and therefore, ascertained all site conditions and information pertaining to the services to be provided under this contract. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

6. TAXES & DUTIES

- (i) Prices shall be inclusive of all taxes and duties including labour cess (except GST). However, Income Tax(TDS) as per applicable rate in accordance with Income Tax Act will be deducted from contractor's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Contractor's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Contractor shall furnish its GST registration number.
- (iii) Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.
- (iv) As Per Notification No. 39/2021 # Central Tax dated 21st December, 2021 w.e.f 01/01/2022 registered person (ie, Recipient/Purchaser) can avail tax credit on those invoices only which have been reflected in GSTR 2A or GSTR2B (it means 100% matching of invoice is required). Also, GST has to be deposited by Supplier/Contractor by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Contractor and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non-compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.
- (vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof

showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.

- (vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.
- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

7. PAYMENT

- 7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.
- 7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice (Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.
- 7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.
- 7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.
- 7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.
- 7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

- 8.1. Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.
- 8.2. Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.
- 8.3. Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

9. TIME ESSENCE OF CONTRACT

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

Time shall be the essence of the Contractor. Contractor shall complete his work in accordance with the specified time-lines/ Schedules as per the terms of the contract or as may be instructed by the Company from time to time.

10. LIQUIDATED DAMAGE

- 10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in-charge as regards performance of the contract will be final and binding. If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in-charge of BYPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:
 - a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;
 - b) Equivalent to the penalties defined in various clauses of tender/contract.
- 10.2. The parties agree that the above amounts, including the amounts set out in the provisions relating to the penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by the Contractor of the terms and conditions of this agreement.

The Company shall be entitled to set off the entire amounts due from the Contractor against the amount payable by Company to the Contractor and CPBG.

11. PERIOD OF MOBILISATION

The contractor shall mobilize its resources to carry out the assigned services under this Agreement within 30 days from the issuance of LOI/Order so that services are made available from the date of start of the work mentioned in LOI/Order.

12. OPENING OF SITE OFFICE:

The Contractor shall also open and maintain a site office in the area and depute its authorized representative there.

13. ACCESS TO THE SITE

13.1. The Company shall provide to Contractor the right of access to the Site progressively for the Execution of the Works. The Contractor acknowledges that its access to the Site shall not be exclusive to the Contractor but subject to the restrictions as contained in the Contract as well as the following:

- (a) Any public passage or right existing over any part of the Site from time to time;
- (b) The rights and obligations of persons or authorities under any Applicable Laws; and
- (c) The rights of the Company's Representative, Consultants or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

13.2. If the Contractor foresees any delay in the Execution of the Works due to failure on the part of the Company to provide right of access to the Site, the Contractor shall immediately give written notice to the Company's Representative substantiating its claim for any delay in the execution of the works due to delay in providing the Site. After receipt of such notice, the Company's Representative shall determine extension of time, if any, to be granted to the Contractor and notify the Contractor accordingly. The Contractor acknowledges and agrees that it shall not be entitled to any monetary claim under any circumstances whatsoever due to any delay in handing over of the Site by the Company.

13.3. The Contractor shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Contractor shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed off, in accordance with Applicable Laws.

14. INSPECTION & QUALITY CONTROL

Inspection shall be performed by BYPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BYPL.

15. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

- 15.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.
- 15.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BYPL during this period.
- 15.3. Within 30 days of the expiry of the contract, the Contractor's representative and BYPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/equipment/services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.
- 15.4. No payments shall be admissible for the demobilization period/activities.
- 15.5. In case the Contractor is not able to close the pending work as identified in Joint survey/physical inspection during the demobilization period, BYPL at its sole discretion can get the work done / Services rendered/ equipment restored/ repaired/substituted by new Contractor/the third party at the risk and cost of the Contractor and the same will be deducted/recovered from the bills of the contractor or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Contractor's side , of any nature, including the claim citing the award of work to third party and consequences thereof, shall not be maintainable.
- 15.6. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.
- 15.7. Ceiling on deductions/penalty stipulated in this contract, if any, shall not be applicable on deductions stipulated herein during demobilization/ handover on contract completion.

16. 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/required by company. 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 on the Contractor to submit the desired information in the revised format.

17. STATUTORY OBLIGATIONS

The Contractor shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Contractor is required to be drawn towards the compliance of provision (along with the latest amendments/additions)including any statutory approval required from the Central/State Governments, Ministry of Labour.

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Agreement Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The payment of Wages Act, 1936.
- The Delhi Shops & Establishment Act, 1954.
- The Workmen's Compensation Act. 1923.
- The Company's Liability Act, 1938.
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- The Delhi Preservation of Trees Act 1994
- The private security agencies (regulation) Act, 2005 (PSARA – Delhi State)

Further the Contractor shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labour acts/codes related to applicable labour laws.

The Contractor shall, prior to commencement of the jobs under this agreement, furnish to the Company the Registration No and Codes of permanent Provident Fund and ESI of its employees.

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor 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 be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

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.

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 for reference and records and these insurance policies shall be kept valid at all times.

In case it is desired by any Labour authorities to produce the records with respect to salary/PF/ESI/EDIL/Bonus etc, the said record/register will be made available by the Contractor.

The contractor shall follow all law of the land and prevailing orders issued by various Govt Departments like Dept of Power / DERC/ NGT/Dept of Forest/ Dept of Environment / DPCB / CPCB/ Court orders etc.

18. PENALTY FOR NON-COMPLIANCE OF STATUTORY REGULATIONS

If any non-compliance of any Statutory Obligation is observed then an amount equivalent to 1.5 times of the value of the non-compliance will be retained from outstanding (monthly) payment bill, however; if non-compliance is continued, penalty will be levied as follows:

- a. Retained amount will be converted into penalty if Non-compliances are not closed within 60 days
- b. Termination of agreement in case non-compliances are not cleared after show cause in writing.
- c. 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 order shall be effected only after issuance of NOC by BYPL.

19. PENALTY FOR MISCONDUCT/FAILURE IN PERFORMANCE OF TASK UNDER AGREEMENT

19.1. The Contractor and its manpower shall adhere all code of conduct/Schedule/SOP/Instructions associated with the task to be performed under the agreement.

19.2. During the period of validity/execution of task under agreement, the behavior of manpower deputed by Contractor shall be entirely professional and shall not commit any misconduct.

19.2.1. Misconduct shall refer to the following:

- a. Interaction with the customer in a non-professional way, including any form of verbal/physical abuse to customer or misuse/damage/tempering of premises and/or meter.
- b. Any form of harassment to customer i.e. asking for bribes, reaching customer premises outside the defined working hours, asking the customer for any favours etc.
- c. Additional interaction with customer not under purview of task to be performed under agreement.
- d. Provide other customer services with or without a charge unless directed by BYPL.
- e. Accessing BYPL's IT Infrastructure within data centre or anywhere else, in BYPL premises.
- f. The contractor's deputed manpower do not wear the uniform as per the terms and conditions of the contract during the performance of services under the contract.

19.3. BYPL shall conduct audit and quality checks on the activities to be performed by Contractor and/or the personnel deputed by Contractor under Agreement on a periodic basis, to ascertain the overall quality and performance of field activities.

19.3.1. Any complaints received by BYPL either directly from the customer or observations through audit or any other sources shall be reviewed by BYPL. The decision of the committee on the final action on Contractor shall be binding.

19.4. PENALTY FOR MISCONDUCT

(a) The penalty to be imposed in case of misconduct shall be as follows:
In case of any misconduct as defined above, a penalty of Rs 5000/- per incident shall be levied.

(b) In case of multiple incidences of Misconduct:

- 1) 4 complaints per annum OR
- 2) more than 1 complaint in a quarter

An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

19.5. The person responsible for such incidence of misconduct must be immediately removed by Contractor from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed contractor shall file police FIR against such person

19.5.1. The Contractor shall collect the following documents from the manpower deputed under this agreement, within two weeks of mobilization and shall deposit the same with BYPL as & when demanded, as follows:

- (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
- (ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.
- (iii) Identity Proof: Copy of PAN/Aadhar card should be submitted as identity proof for all personnel.

19.6. Contractor shall deploy the manpower in mutual consultation with BYPL. BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.

19.6.1. The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all manpower deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

20. STATUTORY PERMISSION/ APPROVALS

20.1. The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labour (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labour.

20.2. The Contractor must also submit the following before award of First Work Order under agreement and these shall be renewed time to time:

- a) Certificate of registration under Contract labour (R & A) Act 1970.
- b) PF Code No. and all employees to have PF A/c No. under PF Act, 1952.
- c) All employees to have a temporary or permanent ESI Card as per ESI Act.
- d) ESI Registration No.
- e) GST registration number
- f) PAN No.
- g) Electrical License as applicable
- f) Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Contractor with all Engineer-in-charge responsible for execution of the job before start of the work by the contractor, as per guidelines of HR department.)

- 20.3. The Contractor must follow/adhere/performance the following task:
- (a) To take Third party Insurance Policy before start of work.
 - (b) To follow Minimum Wages Act prevailing in the state.
 - (c) Salary / Wages to be distributed not later than 7th of each month.
 - (d) To maintain Wage- cum - Attendance Register.
 - (e) To maintain First Aid Box at Site.
 - (f) To Submit Latest P.F. and E.S.I. challans pertaining to the period in which work 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.
 - (g) To frame and adhere the Workmen Compensation Policy in compliance with the law.
 - (h) To obtain Labour license before start of work.
 - (i) Registration of Contractors & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & \ other Construction Workers (Regulation of Employment & Conditions of services) Act 1996, as applicable
 - (j) Registration under “The Delhi Building and other Construction Worker (Regulation of Employment and Conditions of Services) Rules 2002(B.O.C.W.)”, as applicable

Before commencing the work it would be mandatory for the Contractor to furnish the Company the permanent PF code no and ESI of the employees.

- 20.4. Contractor ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.
- 20.5. The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
- a) Has paid minimum wages to his manpower along with its proof.
 - b) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted
- 20.6. Contractor shall comply with all the amendments to existing acts, upcoming new comprehensive labour acts related to applicable labour law, wage code etc

21. PERMITS, LICENSES&APPROVALS

- 21.1. It shall be the Contractor’s exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Contractor, the Company may, where it is necessary to do so, provide reasonable assistance to the Contractor, at the risk and cost of the Contractor, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.
- 21.2. The cost of obtaining the above mentioned permits, approvals and licenses and follow- up of the applications for such permits, approvals and license shall be borne by the Contractor.
- 21.3. It shall also be the Contractor’s exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such

permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

22. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

- 22.1. It is a legally recognized entity under the laws of India;
- 22.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 22.3. It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;
- 22.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 22.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 22.6. The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;
- 22.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;
- 22.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;
- 22.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

23. EVENTS OF DEFAULTS

Company may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract 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 including but not limited to any of the following cases:

- 23.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
- 23.2. Failing to complete Contracts in accordance with the approved schedule of Contract.

- 23.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.
- 23.4. Failing to comply with any of the terms or conditions of this Contract.
- 23.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.
- 23.6. Failure on the part of the Contractor 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.

24. RISK & COST

If the Contractor fails to execute the work as per specification/Agreement/as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the company shall be having the right to cancel/terminate the agreement and the company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred alongwith overhead charges @15% shall be debited to/recovered from the Contractor.

25. LIMITATION OF LIABILITY

- 25.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.
- 25.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

26. TERMINATION

26.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. After termination of the agreement, the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

26.2. PREMATURE TERMINATION

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

- (i) The Contractor repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Contractor breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Contractor is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.
- (v) The Company shall be entitled to deduct from any money due or to becomes due to the Contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Company as to the amount payable by the Contractor under the provision of this clause.

26.3. TERMINATION BY COMPANY FOR CONVENIENCE

The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

27. GOVERNING LAW AND ARBITRATION

- 27.1. **Governing Law:** This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
- 27.2. **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 Sole Arbitrator jointly appointed by the parties to agreement.
- 27.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. 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. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

28. FORCE MAJEURE

28.1. 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 agreement, 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 Agreement 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 Agreement; 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 the relevant clause

28.2. Specific Events of Force Majeure

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

- (i) 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
- (ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- (iii) Declaration of the Site as war zone.
- (iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

28.3. Notice of Events of Force Majeure

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

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- (ii) Be entitled to suspend performance of the obligation under the Agreement which is affected by force majeure event for the duration of the force majeure event
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

28.4. Mitigation of Events of Force Majeure

The Contractor shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the agreement;
- (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.

28.5. Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this agreement. 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.

28.6. Termination for Certain Events Of Force Majeure

If any obligation of any Party under the Agreement 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 Agreement, the Agreement 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.

The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.

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.

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

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 either from the present and future amount payable to him or as per law.

29. NOTICE & COMMUNICATION

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 Contractor or BYPL as mentioned herein above or to any other addresses as

agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through official e-mail ID of authorized person of Contractor or BYPL.

30. SAFETY CODE

- 30.1. 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 under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.
- 30.2. The Contractor shall observe the safety requirements as laid down in the agreement and in case of sub-contract/assignment (only after written approval of company), it shall be the responsibility of Contractor that all safety requirements are followed by the employees and staff of the sub-contractor.
- 30.3. The Contractor employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Contractor having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator 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.
- 30.4. The Contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 30.5. In case of any accident, the Contractor shall immediately submit a statement of the same with BYPL 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 BYPL at the end of each month.
- 30.6. The contractor / safety officer shall be responsible for providing training to all staff & workers, safety compliances, testing and fitness of all T&P, PPE, annual safety audit reports etc in line with CEA norms

31. WORKMEN COMPENSATION

- 31.1. The Contractor shall take insurance policy at his own cost under the Workmen Compensation Act to cover such workers who are not covered under ESI by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI by the Contractor, the Contractor shall certify for the same.
- 31.2. The Contractor shall keep the Company indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the Contractor in carrying out the job involved and against costs and expenses, if any, incurred by the Company in connection therewith and without prejudice to make any recovery.

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

32. THIRD PARTY INSURANCE

The Contractor shall, before the commencement of work, take a Third Party Insurance of an adequate value, at his own cost and expenses, securing all the risks/losses/damages which may be caused to any third party and/or BYPL and/or its employees/associates, because of the omission/performance of tasks by the Contractor under this agreement. The full and final settlement of claims raised by third parties shall be the sole responsibility of the Contractor without any liability to BYPL.

It is further agreed by the Contractor that in case of defect/damage to the system because of default on the part of the Contractor, the Contractor shall, at its own cost, be liable to replace/rectify the same at the earliest or make good the loss suffered by BYPL.

33. HUMAN RESOURCE ISSUES

- (A) The Contractor would execute the works under agreement through its own resources.
- (B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- (C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.
- (D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Contractor shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.
- (G) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.
- (H) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.

- (I) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.
- (J) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
- (a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - (b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
 - (c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
 - (d) Contractor will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.
- (L) Contractor shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.
- (N) **ID CARD:**
- The Contractor will not issue any ID cards to the manpower deputed under agreement, on its own. All ID Cards for the workforce will be issued by BYPL Security ID Card Cell only. The Contractor should maintain the records of Identity Cards of their employees and whenever any employee quits/is removed then his/her Identity card should be collected & submitted to BYPL Security ID Card Cell. Penalty will be imposed on the Contractor in case of violation of the above rule. Contractor shall submit the details/ list of the employees that they are going to be deputed

with BYPL Security before the commencement of the work under agreement.

The penalty clause related to employee's ID card shall be as under:

- (i) It is agreed by the Contractor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the Contractor shall be bound to intimate BYPL, the details of manpower deputed by Contractor for the performance of task under this agreement in BYPL specified format.
- (ii) It is agreed by the Contractor that in case of change of manpower deputed by the Contractor under this instant agreement, the Contractor shall, promptly but not later than twenty four (24) hours of such change, intimate BYPL in writing about the said change and submit the revised details in the BYPL specified format.
- (iii) It is further agreed by the Contractor that it shall, promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by BYPL Security, to all the personnel deputed by the Contractor. The ID Cards shall also bear the name of the Company/ Contractor, the contact details of the personnel and the Company and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.
- (iv) In addition to the events of default as specified in the agreement and annexures thereto including as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the Contractor shall ensure not to commit the same:
 - (a) of staff found working without valid ID Cards (ID Cards issued by BYPL Security) / Not carrying ID cards to the workplace.
 - (b) of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
 - (c) of staff found carrying Contractor issued ID Cards, instead of through BYPL Security - CONTRACTORS cannot issue ID cards for the manpower deployed on BYPL work.
 - (d) That the failure by the Contractor in compliance of the terms stated in section above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the Contractor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 1000/- per person per day and the same shall be deducted/recovered from the monthly bill of the Contractor, without any advance intimation to Contractor by BYPL.
 - (e) Certification of penalty (defaults and sum penalized) shall be through BYPL Security, along with intimation to concerned User Department, C&M, F&A. A notice shall be sent to Contractor/ agency.
 - (f) That in addition to the penalty as specified above, in case of any blacklisted manpower/personnel is found working/deputed by the Contractor, with BYPL for the performance of work under agreement, the same shall be termed as breach of terms of agreement and annexures thereto and shall, in addition to other penalties and rights available with Company/BYPL, levy a penalty of 1% of the contract value or Rs Fifty Thousand (50000), whichever is lower, and deduct/recover from the monthly bill of the Contractor.
 - (g) In case of second or subsequent default as specified above, within 6 months from the first default, the same, without prejudice to other penalties/ remedies that can be imposed/resorted under the terms of this agreement, BYPL reserves the right to terminate the contract.
 - (h) It is further agreed by the Contractor that the imposition of penalty and the quantum thereto shall be the sole discretion of BYPL and no claim/dispute by Contractor, challenging the imposition of penalty and/or the quantum thereto shall be maintainable.
 - (i) BYPL may review/revise ID card Policy including penalty during the tenure of agreement. This shall be at the sole discretion of BYPL and Contractor shall be liable to comply in full the revised policy, notified time to time.

- (j) The Contractor shall submit resumes of its personnel to be deputed/Supervisors within 2 days of Award of Agreement/Work Order for approval and selection by BYPL. BYPL shall conduct interview and select the personnel to be deputed/Supervisors and provide inputs to Contractor for further action and deployment.
- (k) The Contractor shall collect the following documents from the personnel deputed under agreement, within two weeks of mobilization and shall deposit the same with BYPL, as follows:
 - (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
 - (ii) Permanent Address Proof: Supporting document for permanent address proof of all personnel.
 - (iii) Identity Proof: Copy of PAN card should be submitted as identity proof, for all personnel.

Contractor shall share the above information on demand from BYPL. BYPL reserves the right to reject deployed manpower, in case the same is not found suitable.

- (O) The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all personnel deployed for the performance of task under agreement in BYPL within one month of deployment.

Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.

- (P) Failure by the Contractor's personnel to wear PIC shall attract a penalty of Rs. 1,000/- per incident per day.
- (Q) In case, any of the manpower has been found not serving his part of duty on any day as per the instructions, Contractor will be fined at the rate of Rs 500/- per person per day.
- (R) A separate penalty as per score card shall be levied.
- (S) There will not be duplicity of penalty for the same default.

34. DEPLOYMENT OF RESOURCES

- 34.1. Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per the format in Section-V, scope of work.
- 34.2. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 34.3. 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.

- 34.4. 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 BYPL on a daily basis if required by the Divisional In-charge.
- 34.5. 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 preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.
- 34.6. 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 or become due to the contractor.

35. REPLACEMENT OF RESOURCE(S)

- 35.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.
- 35.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.
- 35.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

36. CONTRACTOR'S OBLIGATIONS

A) General Obligations

- 36.1 The performance of Services as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Company's

requirements and as implied by the Contract.

- 36.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BYPL's requirements. The Contractor shall give notice to BYPL, within forty-eight (48) hours of the receipt of BYPL's requirements, of any error, fault or other defect in the BYPL's requirements or such items of reference.
- 36.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 36.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BYPL.
- 36.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BYPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 36.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and materials upto the Site and back.
 - (b) Availability of skilled Manpower in time.
 - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
 - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;
- 36.7 The Contractor shall, whenever required by the BYPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BYPL.
- 36.8 Train its Manpower in the manner as reflected in their training manual, requirements of BYPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to relievier / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BYPL.
- 36.9 Contractor agrees to provide all preliminary information or data as may be required by the Company/BYPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 36.10 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BYPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BYPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.
- 36.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.

- 36.12 Contractor to coordinate and maintain close liaison with local police and administrators. Contractor to visit Site periodically and as per specific request of Company/BYPL.
- 36.13 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BYPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BYPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BYPL reserves right to recover a suitable amount as per BYPL discretion. BYPL decision in this regard shall be final & binding.
- 36.14 The Contractor shall not use the name of the company/BYPL in any manner for credit arrangement or otherwise and it is agreed that the company/BYPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.
- 36.15 In case, if the company/BYPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.
- 36.16 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BYPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.
- 36.17 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 36.18 The Contractor shall provide such uniforms as approved by the company/BYPL.
- 36.19 Immediately on commencement of the Contract, Contractor shall provide complete bio data of each Manpower employed at Site and shall ensure that the information provided in respect of each Manpower is verified and correct.
- 36.20 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 36.21 Contractor must ensure that child labour are not to be deployed at the Site.
- 36.22 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.
- 36.23 Contractor must ensure to conduct at least bi-weekly surprise checking at Site where their Manpower is deployed and performing Services to ascertain performance as per Contract. Contractor shall provide adequate quick response team and surveillance team for this purpose
- 36.24 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.
- 36.25 If required and on specific instructions by the company/BYPL, Contractor shall periodically rotate the Manpower after every 12 months or period as requested by the company/BYPL. BYPL to Communicate the same to the Contractor atleast 20 working days before rotation of Manpower is intended.

- 36.26 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 36.27 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Contractor without any risk and cost of the BYPL.
- 36.28 Contractor to submit documents related to Manpower along with Contractor's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 36.29 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not violate any statutory provisions / Applicable Law and shall keep BYPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statute / Applicable Law , BYPL reserves right to recover reasonable compensation at the discretionary of BYPL.
- 36.30 Contractor to provide master plan for deployment of Manpower and related resourced to the Company/BYPL before commencement of the Services. Along with this Contractor shall provide documentations in details covering Manpower details as requested by BYPL.

B) Compliance with Applicable Laws by Contractor

- 36.31 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters
- 36.32 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BYPL or seek any extension of time due to its ignorance of any Applicable Law.
- 36.33 The Contractor shall indemnify the company/BYPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Contractor in relation to the performance of the Services.
- 36.34 Contractor is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.
- 36.35 Contractor shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.
- 36.36 Payment of gratuity (if any) to Manpower will be sole responsibility of the Contractor.
- 36.37 Contractor to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans. List of Manpower with PF and ESIC numbers to maintained up to date by Contractor and if required to be shared with BYPL.

C) Contractor's Other Obligations

- 36.38 The Contractor shall also provide the 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.

- 36.39 The employees deployed by the Contractor shall be employees of the Contractor.
- 36.40 At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- 36.41 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.
- 36.42 The Contractor shall ensure that, the Contractor's manpower 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 medical certificate 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.
- 36.43 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.
- 36.44 The Contractor shall provide uniforms to its manpower and shall provide an authority letter to the its manpower and they shall carry the same when they are on duty at the Company.
- 36.45 Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.
- 36.46 The Contractor shall deploy electronic attendance marking system for their Resources and maintain records for the same. The same has to be produced if demanded by the Company.
- 36.47 The Contractor shall fully guide, supervise and monitor the Contractor's manpower deployed in Company locations by its Supervisors.
- 36.48 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.
- 36.49 The Contractor 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 in addition to such rights as available under contract.
- 36.50 **TIMELY DISBURSEMENT OF WAGES**

The Contractor shall ensure that monthly wages/salary disbursed to its manpower timely but not later than 7th of each month. Though the company endeavours to process Contractor's bills on time as per the payment timelines mentioned in agreement (payment terms), under no circumstances delay in disbursement of wages shall be acceptable, it is the Contractor's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to

fulfil their obligations towards the timely disbursement of wages and all other benefits including PF/ESI/Bonus/leave pay/allowances etc.

It may please be noted that BYPL reserves the right to terminate the agreement in case of second or subsequent repeated instances of delay in disbursement of the wages.

37. THE COMPANY/BYPL'S OBLIGATIONS/RESPONSIBILITIES

- 37.1 BYPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Contractor.
- 37.2 BYPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Contractor. However, BYPL shall have a right to assess the abilities and skills of the Manpower deployed by the Contractor to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.
- 37.3 The contractor shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BYPL as and when demanded,
- 37.4 The Company/BYPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Contractor under this Contract / Agreement for which Contractor shall not have any objections.
- 37.5 BYPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Contractor, without any objection, shall deploy resources on time accordingly. The Contractor to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BYPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.
- 37.6 BYPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BYPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Contractor within 3 working days. The Contractor within next two working days shall provide reasonable feedback with evidence if any to BYPL. If Contractor does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

38. INDEMNITY

The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.

The Contractor shall also be responsible and liable to company for any loss or damage caused to

company for any negligence or inaction, damage to the property of company caused by the Contractor or its employees.

39. SECRECY & CONFIDENTIALITY

- 39.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 39.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.
- 39.3 In the event of any breach of this provision, the Contractor shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.
- 39.4 The Contractor shall not use the name/logo/emblem of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.
- 39.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non- performance or observance or non- observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.
- 39.6 Contractor shall submit signed NDA as per the format 4.3 attached.

40. NON-EXCLUSIVITY

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

41. 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.

42. ASSIGNMENT & SUBLETTING

The Contractor shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Contractor as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Contractor from any obligation, responsibility, or duty under this Contract.

43. ASSIGNMENT BY THE COMPANY

The rights and obligations of BYPL under the Contract shall be assignable to Affiliates, associate company, joint venture or any other company including change in Management Control and BYPL's lenders without consent of the Contractor. Upon written notice of seven Business Days (07 days) by BYPL, the Contract shall be deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Contractor and BYPL shall not be obliged to the Contractor after seven days (07) of issue of any further notice.

44. NOT USED

45. NO JOINT VENTURE

The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.

46. WAIVER OF RIGHTS

No delay or forbearance by company 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.

47. 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.

48. CONTRACTOR'S EQUIPMENT

- 48.1. All Contractor's Equipment and Temporary Works provided by the Contractor or any permitted Subcontractor, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.
- 48.2. Upon completion of the Works, the Contractor/permitted Subcontractor shall remove from the Site, all its Equipment and Temporary Works and its unused materials.
- 48.3. The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.
- 48.4. The Contractor shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Contractor under the Contract.

49. AVAILABILITY OF TOOL & PLANT (T&P)

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

50. FREE ISSUE MATERIAL

- 50.1. The Company, may provide free issue materials to Contractor in those cases only where it is specifically mentioned in the tender Terms & Conditions. Transportation of free issue materials from site / store or place of availability at site to the work area shall be in scope of the contractor.
- 50.2. Contractor shall submit Reconciliation Statement of these free issue materials along with monthly bill. Reconciliation Statement will show issued quantity of free issue materials/ quantity consumed in work and quantity balance in contractor's stock.
- 50.3. The Contractor shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the contractor shall be responsible for the safe custody of materials till the materials are utilized, fabricated, erected and accounted for in all respects.

51. VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by Vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BYPL (www.bsedelhi.com) also, which shall be treated as a part of the agreement.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the agreement.

In event of any such breach, irrespective of whether it causes any loss/damage, company (BYPL) shall have the right to recover loss/damage including liquidated damages from Contractor.

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

52. DISCLOSURE OF RELATIONSHIP

The Contractor acknowledges & undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

53. MSME

- 53.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.
- 53.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract
- 53.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.
- 53.4. The Contractor to furnish the undertaking to the Company in this regard.

54. COVID GUIDELINES

Looking to the prevailing Covid19 situation, Contractor will ensure that the work carried out in the field by their staff shall be as per the guidelines issued by MHA / BYPL/ Engineer-in-charge from time to time. Further Contractor shall be required to provide to their staff masks/ sanitizers/ all PPEs required for working in Covid19 situation. The Contractor shall further ensure to work as per the guidelines issued by BYPL and the instruction of the Engineer in charge.

55. CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION

All debris shall be removed and disposed off at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non-compliance,

company shall get the same done at Contractor's risk and costs.

While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

- (a) No construction material/ debris shall be stored on metalled road.
- (b) Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
- (c) The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
- (d) The contractor shall provide mask and helmet to every worker working on the construction site and involved in loading/unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- (e) Over loading of vehicles shall be strictly prohibited
- (f) The construction material at site shall be stored under wet and covered condition.
- (g) The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
- (h) The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
- (i) If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
- (j) Wet jet in grinding and stone cutting is being permitted at site.
- (k) The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly.
- (l) Contractor shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
- (m) The contractor shall comply the provisions of The Delhi Preservation of Trees Act 1994.

The Execution contractor shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Contractor shall be liable for the penalties / other action by the authorities, the contractor shall indemnify BYPL from all liabilities on this account.

56. ENVIRONMENTAL, HEALTH & SAFETY

The Contractor will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company/BYPL. Contractors must comply with the requirements, as follows:

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- (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 supplier/Contractor s' 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 personnel deputed by Contractor under agreement shall be accountable for the following:

- (a) 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

- (b) Keep tools in good condition
- (c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- (d) Develop a concern for safety for themselves and for others
- (e) Prohibit horseplay
- (f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

57. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Contractor consisting of general conditions and complete scope of work.

Contractor's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

SECTION – V : SCOPE OF WORK

SECTION-V

SCOPE OF WORK

The contractor shall be responsible for managing Housekeeping, Maintenance of Building Automation and Security work in BYPL's Offices & Colonies ensuring consumer satisfaction. He shall be responsible to ensure operational parameters of the area are on improving trend compared to previous year.

Following broad activities are covered under the Scope of contractor:

Part – I – House Keeping in Offices & Colonies, Maintenance of Building Automation

1. House Keeping Services in Offices
2. House Keeping Services in Colonies
3. Waste management
4. Electrical Services
5. Plumbing services
6. Gardening Services
7. Carpenter Services
8. Painter Services
9. Ceiling & Wall mount Fan Maintenance
10. Providing Dessert Cooler with Stand, Heat Convector/ Heater on Rental Basis
11. Providing Plants on rental basis
12. Water Tank Cleaning
13. Pest Control Services
14. Fleet Management
15. Furniture Repairing
16. Providing Tea & Coffee Services through vending machine
17. Air-Conditioning, VRF and HVAC
18. Water Purifier (RO, etc.)
19. Water Cooler & Water dispenser Maintenance
20. Urinal, Water Tap sensor& Hand Dryer
21. Lift and Fire Pump Operation
22. Photocopier Services

Part – II – Security Services

1. Office Premises
2. Stores
3. Grids
4. Guest House
5. Colonies
6. Providing Quick Response Team (QRT)

Above mentioned activities are elaborated in details in Part-I and Part-II of Scope of Work.

**SECTION V -PART I - HOUSE KEEPING IN OFFICES & COLONIES,
MAINTENANCE OF BUILDING AUTOMATION**

General Instructions

- a) The contractor shall submit a schedule of staff deployment plan to BYPL at beginning of the month.
- b) Contractor shall provide proper uniforms (including Shoes) (2 Sets) to all its employees deputed in field activities for execution of Jobs under this contract. Separate Uniforms shall be provided according to the seasons i.e. summer (2 No) and winter (2 No).
- c) Contractor shall provide escalation matrix and a designated Area Manager (Circle wise) for addressing day to day queries of Company. The Area Manager will be responsible to submit all work related MIS on Daily basis to Company (BYPL).
- d) The normal office hours will be six days in a week and from 09.00 A.M to 05.30 P.M. However, if required, contractor may deploy manpower as per actual work requirement.
- e) Contactor should adopt requisite safety measures while performing the work. It is the contractor's responsibility to provide adequate PPEs / T&Ps to their staff for carrying out the works.

1. House Keeping Services in Offices

a) Cleaning Services

Scope of work of cleaning services in offices covers cleaning along with material and supporting staff in BYPL office premises which includes Commercial & O&M Offices, Complaint Centres, Breakdown Offices, etc. List of Office premises is attached as **Annexure V-I-B**.

- 1.1 Contractor shall perform dusting, sweeping and mopping jobs of all areas, including the tiled areas, common passage, lobby, reception, visitors waiting areas, office cabins, cubicles, meeting rooms, work spaces, utility rooms, basement, pantry, parking area etc and so on with the best quality environment friendly chemicals every day and maintain continuously, etc. Contractor shall ensure that the scrubbing / cleaning /dusting etc shall make the areas free of dirt, stain, odour free, mud, sand, and other kinds of solid particles, including paper & napkins, footprints, liquid spills and other debris, etc.
- 1.2 All movable equipment such as chairs, dustbins etc shall be removed to clean underneath area in the aforesaid manner.
- 1.3 Cleaning and scrubbing of terraces once in a week.
- 1.4 Daily cleaning of tables, chairs, side racks, cup boards, all types of furniture and fixtures, wooden panelling etc. with best cleaning materials and removal of hard stains like greases, inks etc as and when noticed /instructed.

- 1.5 Cleaning of all window panes & sills in the Establishment etc. Cleaning of dustbins and trash receptacles on a daily basis.
- 1.6 Daily cleaning, sweeping and mopping all the Staircases, handrails, skirting, etc and maintaining it throughout the day.
- 1.7 Weekly vacuuming of the carpeted areas and cleaning all doormats, drapery, etc. This may require specialized cleaning so as to make the area free from all litter, lint, loose soil and debris etc.
- 1.8 Cleaning of all electrical & firefighting equipment such as AC grills, computer peripheries, keyboard drawers, printers, fax machines, copiers, using the right chemicals & brush on alternate days.
- 1.9 Cleaning/polishing/ sanitizing the telephone instruments and also applying perfume on the instruments.
- 1.10 Polishing of brass handles, knobs, signage's and other metal items once in a month.
- 1.11 Daily removal / sponging of stains from walls etc.
- 1.12 Continuous cleaning of pantry, water cooler & dining areas in each module and keeping them dry. Daily surface cleaning of the vending machines and keeping the area dry.
- 1.13 Weekly cleaning of Venetian blinds, vertical / Roller blinds wherever applicable. Daily cleaning of Ashtrays and dustbins.
- 1.14 Vacuuming and dry dusting of office ceilings to remove cobwebs etc. on alternate days.
- 1.15 Weekly cleaning of areas under heavy furniture etc. Identify and inform of any maintenance requirements especially in the toilet blocks on Daily Basis.
- 1.16 Removal of moss, fungus etc on the building & premises as and when noticed / instructed.
- 1.17 Fortnightly cleaning of artificial plants, trees and artifacts.
- 1.18 Clearing of Drainage choking problem in coordination with MCD
- 1.19 Facade Cleaning (Glass Cleaning) once in every 3 months in HO BYPL

b) Toilets:

- 1.20 Continuous scrubbing, cleaning and refreshing of the toilets including disinfectant treatment of toilets seats and bowl, water closets, urinal blocks and wash basins. Non-abrasive chemicals shall be used.
- 1.21 Continuous replenishment of the toilet supplies, rolls, tissue papers.

- 1.22 Cleaning of all mirrors to make them spotless. Scrub clean all the vents and window sills to take out all dirt and marks.
- 1.23 Emptying the dustbins in the toilets and disinfecting the dustbins with phenol or as instructed.
- 1.24 Cleaning the doors of the toilets. Cleaning of all window glasses & Exhaust Fans.

c) Outside the building premises within the periphery of the buildings:

- 1.25 Daily Cleaning of the main road inside the complex in the immediate periphery of the building and utility rooms.
- 1.26 Daily picking up the dry leaves, paper waste, plastic waste, etc in the periphery and disposing of the same properly outside the BYPL premises.

e) Supervisor Services:

- 1) Vendor needs to deploy their manpower as per actual work requirement of company to ensure proper housekeeping.
- 2) Profile of Supervisor: 12th pass out with min. 3 years' experience. The supervisor shall be mainly responsible for:
 - a) Ensuring that the standards of cleanliness are met.
 - b) Assigning tasks, inspection of work to ensure it's upto standard.
 - c) Investigating and addressing complaints regarding housekeeping service.
 - d) Regularly taking inventory of cleaning supplies and ordering stock as needed
 - e) Checking Uniform, Conducting Regular Training of HK staff
 - f) Maintaining Log Book and Snag list and updating the same to Officer In-charge on daily basis.
- 3) The above is not an absolute requirement; the work can be assigned by the executive as per the need.

f) Office Boy Services:

- 1) Profile of Office Boy: Minimum 8th pass out, with min. 1 year of experience. The office boy shall be mainly responsible:
 - a. To wash & refill water bottles of all executives.
 - b. To serve executives, guest and visitors.
 - c. To serve tea coffee snacks, lunch for the meetings.
 - d. To clean and ensure to refill water coolers
 - e. To clean and refill tea coffee vending machines
 - f. Filling work official paper, movement of files / records.

- g. The above is not an absolute requirement; the work can be assigned by the executive as per the need

g) Loader Services:

Shifting of Furniture, Files, etc or any other thing as directed by Officer in charge

h) Mobile Cleaning

- a) The Mobile cleaning has to be carried out thrice in a day (Morning, Afternoon and Evening) at office locations as specified in **Annexure V-I-C**.
- b) The agency has to ensure that deep cleaning is carried out in every 15 days (fortnightly) at the said locations.
- c) Contractor shall perform daily dusting, sweeping and mopping jobs of all areas, including the tiled areas, common passage, lobby, reception, visitors waiting areas, office cabins, cubicles, meeting rooms, work spaces, utility rooms, basement, pantry, parking area etc
- d) Deep Cleaning includes: - Scrubbing of Floor with machine, cobweb removal, cleaning under Furniture, Glass cleaning, Terrace Cleaning,
- e) The Mobile Cleaning should be done with eco-friendly materials/ Chemicals.
- f) Daily Disposal of waste to the designated place

i) List of Standard Cleaning Material & Machinery.

Vendor shall be required to use/provide the sufficient amount of following consumables in the premises:

- 1) Liquid Hand wash soaps (Savlon/Dettol)
- 2) Dettol liquid
- 3) Glass cleaning liquids (R3)
- 4) Glass wipers and Dust pans
- 5) Toilet cleaning liquids and Liquid Detergents, Harpic or of same quality)
- 6) Taski products (R-4, D7, Spiral, emerald, etc)
- 7) Aroma Oil, Aroma Refills, T-Light Candles for the pantry and dining areas, Gym and washrooms
- 8) Air Fresheners Deodoriser's
- 9) Phenyl, cleaning powders, chemicals
- 10) Dusters' Floor, table and glass and others
- 11) Toilet cubes' fresheners
- 12) Naphthalene balls and Bio-Cubes Refill for Urinals
- 13) Brooms 'nylon, hard, soft, Mops
- 14) Floor cleaning squeezers

- 15) Scrubbers
- 16) Brushes general and for carpets & toilets
- 17) Furniture Polishes, Brasso, Steel Buffing solutions
- 18) Mugs, Drums, buckets, tumblers, gloves
- 19) Garbage bags (small & big)
- 20) Floor cleaning chemicals and acids for spring cleaning etc
- 21) Sponges
- 22) Toilet rolls and M-Fold Napkins in wash room
- 23) Towels/ Tissues (Hand & Face) (Mystique or same quality)
- 24) Taski R5 or any Fragrance of good make (as per approved quality & Brand by the Admin Deptt)

ii) Equipment:

Agency shall be required to maintain the following types of equipment's/ tools at all times at the location:

- a) Vacuum cleaners, dry and wet (1 for BYPL HO and 1 for each Division.)
- b) Single Disc machine (1 for BYPL HO and 1 for each Division.)
- c) Glass cleaning kits (1 for BYPL HO and 1 for each Division.)
- d) Safety measures for cleaning, like helmets, safety belts and aluminium Ladder (2 in each division)

2. House Keeping Services in Colonies

Scope of work of cleaning services in colonies covers cleaning along with material and supporting staff in BYPL Colonies. List of BYPL Colonies is attached as **Annexure V-I-D**.

- 2.1 Contractor shall at all times perform fully and properly all functions required to be performed for housekeeping and allied services always in accordance and full compliance with the procedures and specifications set out for designated area of BYPL. List of BYPL Colonies is attached as **Annexure V-I-D**
- 2.2 Contractor shall be fully responsible for the smooth running of the Housekeeping and allied Services to complete all Field as per Company schedule with the requisite number of the Manpower to meet the desired performance level up to the Company satisfaction
- 2.3 The Contractor shall provide the Services in accordance with these terms, in full compliance with statutory provisions and the schedules and provide adequate employees (including supervision) fully trained and well equipped with equipment and cleaning materials.
- 2.4 The Housekeeping Services shall be provided on all working days except National holiday and Sunday. However, the garbage collection from authorized Occupied flats and peripheral Sweeping, on Sundays, is required to be collected as usual, for which the contractor shall deploy sufficient manpower in the colonies.
- 2.5 The Contractor shall bear all cost of housekeeping Cleaning material, manpower and information required for rendering, running, supervising and maintaining the Services and shall procure all

items of good quality, so far as practicable bio degradable and fit for their purpose as approved by the Officer-in-Charge.

- 2.6 The contractor shall provide the information of employees to be deployed at BYPL in advance and such employees shall be issued identity cards by the contractor.
- 2.7 The security guards of BYPL will be entitled to examine the person of any incoming or outgoing visitor or other person of the Contractor if he is suspected to carry with him any material.
- 2.8 Technical Services and complaint attendant: Plumber, carpenter, Mason and Electrician along with their helpers for six days a week (excluding Sundays and National Holidays) **9:00 am to 5:30 p.m.**
- 2.9 Supervisor / Enquiry cum Complaint Attendant: One enquiry cum complaint attendant along with all required stationary items will take care of all the complaints 9:00 am to 5:30 p.m.
- 2.10 The contractor will supply 4 sets of Uniform (2 sets for summer & 2 sets for Winters), duly approved by the officer-in-charge, to its employee with a uniform of overalls or other suitable garment, shoes clearly marked with the Contractor's insignia and identification badge.

Material cost required in following services shall be accounted by BYPL to vendor as per rates enlisted in **ANNEXURE - V-A-P**

- a) Plumbing works
- b) Carpentry works
- c) Masonry Works
- d) Electrical Works

Note: Grass cutting machine (Electrical /Fuel Operated) shall be in the scope of vendor. Vendor shall provide and maintain one grass cutting machine for each colony separately. Tools and Tackles required for performing above services shall also be in the scope of vendor.

Sufficient quantity of material as mentioned above shall be kept at site in the safe custody of supervisor. The material provided should be ISI marked.

House Keeping works will be of comprehensive nature and would include all such services required to keep the open area, staircase, by lanes, civil office, community centre, and their toilets, pump house, gumty, machine rooms, terraces of structures and parts of the colony in a best cleaned and maintained condition.

A. Daily:

- a) Cleaning of common area i.e. staircase etc.
- b) Thorough sweeping of roads, paths, open area, parks by lanes
- c) Collection of garbage bag from main door of each flat.
- d) Disposal of garbage/silt/building rubbish/Malba to the designated place on daily basis.
- e) Liasioning with Municipal agency for disposal of garbage.
- f) Cleaning and mopping of civil office and dispensary (on working days)
- g) Cleaning of community centre/ Barat ghar)and trainee accommodations.

h) Cleaning of open drains.

B. Weekly:

a) Cleaning of parks and terraces.

C. Monthly:

a) Cleaning of storm water drains

b) Cleaning of grass/vegetation/small plants on side beams, walls, terrace of flats.

c) Cleaning of sewer lines and manholes with in the premises of colony/plot, by Pressure Machine or Vacuum Pump.

D. Attend all complaints regarding any blockage/ chockage of traps, W.C pots, waste/rain water pipes etc. as and when required in all flats of East & Central Circle.

E. The cost of cleaning materials required for successful/ efficient completion of job as detailed below shall be arranged by the contractor free of cost:

a) Brooms, brushes, bamboo strips, transportation of garbage/silt.

b) Surf, Vim, phenyl, duster, naphthalene balls.

c) Ladder of required height (Aluminium / FRP/ MS)

d) Rope, Vacuum Cleaner for each Colony

e) Rubber Pipe for watering in garden.

f) Rubber Gloves for transportation of Garbage, rubbish material

g) Safety Belt

h) Reflective Jacket

F. The materials mentioned in above scope of work are indicative only. If required, you shall supply additional materials without any extra cost for satisfactory completion of job.

Scope of Allied Services

(A). Welding Works:

Minor welding works such as welding of Hinges in door frame, welding of captures in MS section windows, and minor welding repairs of doors, etc. shall be in the scope of agency.

(B) SCOPE OF WORK FOR ALLIED SERVICES:

Ceiling Fans:

a) Rewinding / Repairing of Fan Motor.

b) Repairing / Replacement of Capacitors.

c) Overhauling of Fans once in a year before start of season.

d) Repairing / Replacement of Fan Bearings.

e) Carrying out preventive maintenance of the fans.

The Response time for attending the break down calls shall be 2-3 working hrs. If the fault can't be rectified at site and the fan is to be carried to your premises, Vendor shall provide a standby fan and the cost towards transportation shall be borne by Vendor.

- 1) Consumables shall be arranged by the Contractor at his own cost without any liabilities to the company format of complaint / other details shall be as per mutually agreed between our Officer-In-Charge.
- 2) Besides consumables, water tanker(s) of 5000 ltrs. Capacity shall be arranged by Vendor, as & when required in Colony.
- 3) All the periodic / preventive maintenance works done are always to be signed by the Site Engineer, otherwise will be treated as work not done and shall be dealt with punitive action.

Details of Allied Services such as Ceiling Fan, Desert Cooler, Heater shall be as per **Annexure V-I-E.**

3 Waste Management

- 3.1 Daily Collection of garbage from all the desks in evening
- 3.2 Daily Disposal of waste to the designated place
- 3.3 Liaoning with agency for disposal of garbage after proper segregation, at their own cost, in the designated MCD area

4 Electrical Services

- 4.1 Profile of Electrician: ITI pass out with min. 3 years of experience.
- 4.2 Checking of all distribution boards after the meter
- 4.3 Checking of all switches and sockets
- 4.4 All fittings and fixtures along with the wiring
- 4.5 All Electrical appliances geyser, room heater, etc
- 4.6 Attending electrical complaints on a daily basis
- 4.7 Operation of electrical equipment
- 4.8 Looking after maintenance schedule
- 4.9 Maintaining logbooks and inventory

The Contractor shall provide a general electrical tool kit having tools such as clamp meter, combination plier, test lamp, tester, nose plier, drill machine, megger, wire cutter etc. The Electrician deployed in the district office shall also look after the zonal / allied offices. The response time for attending complaints of zonal/ allied office shall be one **(01) hour.**

Material required in day to day electrical services shall be provided by Company.

5. Plumbing Services

- 5.1 Water management and all related plumbing works including booster pumps, motor, etc. for overhead tanks.
- 5.2 All types of sanitary works inside the building.
- 5.3 Removal of blockage in Drainage pumps and drainage system within BYPL premises
- 5.4 Daily checking of the underground water tank and filling the overhead tank in the Buildings
- 5.5 Daily checking of water pressure in taps, cisterns in the toilet in the Building

- 5.6 Daily checking leakages of pipelines, the drainage system in the Buildings
- 5.7 The Contractor shall provide a general plumbing kit having tools such as die bank (all dia and as per requirement), adjustable pipe wrench, hammer, chisel monkey pliers, Hacksaw frame with blade etc whichever is required for successful completion of job
- 5.8 The Contractor shall provide a general plumbing kit having tools such as die bank (all dia and as per requirement), adjustable pipe wrench, hammer, chisel monkey pliers, Hacksaw frame with blade etc whichever is required for successful completion of job
- 5.9 The plumber deployed in the district office shall also look after the zonal / allied offices

The response time for attending complaints of zonal/ allied office shall be one **(01) hour**. Material like Sanitary Fittings, Sanitary ware, pipes, etc to be provided by BYPL

6. Gardening Services

Scope of Gardening Services for Office In-house plants shall be as follows:

- 1.1 Lawns mowing, trimmings of shrubs and trees, watering, spraying of insecticides, pesticides, adding manure, top dressing, cleaning the garden area, garden lights, landscape, playing equipment, compound wall, gates etc.
- 1.2 All bare and soggy patches to be dressed and re done, lawns to be kept free from weeds and litter.
- 1.3 All shrubbery to be kept looking healthy throughout the year. Spraying of insecticides on a regular basis to keep them pest free. Manure and soil to be added after dibbling twice a year
- 1.4 The hedges should be maintained in proper line and shape. Gaps in the hedges should be filled up, if required. Hedges should be kept free from weeds and disease
- 1.5 Vendor will suggest for betterment & beautification of garden
- 1.6 Improvement & up keep of greenbelt and lawns be laid out so as to blend harmoniously and to give a pleasing view to company premises
- 1.7 Vendor will ensure healthy growth of plants/saplings
- 1.8 Vendor shall depute experienced gardeners for the purpose

The Vendor shall provide all general tools such as cutter, scissor, and hosepipe etc. for maintenance of the plants and brooms for cleaning of the garden. Vendor will provide a sprayer for the application of insecticides and pesticides.

7. Carpenter Services

- 7.1 Daily attending to day-to-day complaints.
- 7.2 Maintaining of logbooks and inventory
- 7.3 Checking of all door closures /tower bolt/locks fortnightly
- 7.4 All general tool kits for carpenter work shall be provided by the Contractor
- 7.5 All petty consumables items such as nails, screws, fevicol, etc will be provided by the contractor

8. Painter Services

- 8.1 Daily attending to day-to-day complaints.
- 8.2 Maintaining of logbooks and inventory
- 8.3 Repairing or Painting work in BYPL Office.
- 8.4 Checking all small repairs (POP, painting, polishing, etc) and reporting to Admin In-charge.
- 8.5 All general tool kits (Sand paper, Roller, Brushes, container, ladder) for Painting work shall be provided by the Contractor. However, Paint, Putty, POP, etc to be provided by Company as per need.

9. Ceiling Fan Maintenance

The scope of work for Annual Maintenance of Ceiling Fans shall include:

- 9.1 Rewinding / Repairing of Fan Motor.
- 9.2 Repairing / Replacement of Capacitors.
- 9.3 Overhauling of Fans once in a year before start of season.
- 9.4 Repairing / Replacement of Fan Bearings.
- 9.5 Carrying out preventive maintenance of the fans.
- 9.6 Attending the breakdown calls of Circle / District / Zonal offices of BYPL.

The Response time for attending the break down calls shall be 2 working hrs. If the fault can't be rectified at site and the fan is to be carried to vendor's premises, Vendor shall provide a standby fan and the cost towards transportation shall be borne by them

Details of Allied Services such as Ceiling Fan, Desert Cooler, Heater shall be as per **Annexure V-I-E**

10. Providing Dessert Cooler with Stand, Heat Convector/ Heater on Rental Basis

Providing, Fixing, Operation and Maintenance of Desert Coolers

- 10.1 Supply & Installation of new Desert Coolers of reputed make
- 10.2 Daily filling of Water in the coolers.
- 10.3 Replacement of faulty or damaged Fan Motors, Pump Motors, Capacitor, Wiring and Cooler body etc.
- 10.4 Fortnightly cleaning of Cooler body and water tank.
- 10.5 The Response time for attending the break down calls shall be **4 working hrs**. If the fault can't be rectified at site and the Cooler is to be carried to vendor premises, vendor shall provide a standby cooler and the cost towards transportation shall be borne by them.
- 10.6 If cooler needs to be re-installed at any new location, no extra charges will be paid except transportation charges if any.
- 10.7 The cooler grass (KhusKhus) shall be replaced before start of every 'season'. If the same is worn/torn or damaged, the same should be replaced immediately.

- 10.8 The season for operation of the Desert Coolers shall be considered **7 months** (i.e from April to October) however, it may be extended or shortened by 1 month period, as per the discretion of Officer-in charge.
- 10.9 The cooler being installed should be in good running condition.
- 10.10 At the end of season, wherever necessary the contractor shall remove the coolers and store them at his own storage space.
- 10.11 Installation of Coolers & covering windows properly with ply, etc shall be in the scope of agency.

Details of Allied Services such as Ceiling Fan, Desert Cooler, Heater shall be as per **Annexure V-I-E**

Providing & Fixing of Cooler Stands

The scope of work for P/F of Cooler Stand shall include:

- a) Providing, installation / fixing of cooler stands.
- b) Paint coating on cooler stands.
- c) General maintenance of the stands.

Providing & Fixing of Heater/ Blower

The scope of work for P/F of Heater/ Blower shall include:

- a) Providing, installation / fixing of Heater/ Heat Convectore (Make:-Bajaj, Usha).
- b) General maintenance of Heater/ Heat Convectore.
- c) Replacement of Heating Rod and other entity in Heater / Heat Convectore.

11. Providing Plants on Rental basis

- 11.1 Agency shall provide plants along with Planters on rent, on as and when required basis at locations (As per Annexure), inside the BYPL Office building at Floor, stairs and cabins and outside Office premises.
- 11.2 The Charges include watering, cleaning and feeding of plants for the overall upkeep of the displays.
- 11.3 Under normal conditions replacement of plants with a similar size or type is also included.
- 11.4 In case of defective plants, the same shall be promptly replaced on the date of notice else the penalty charges per day per plant @ Rs 05/- shall be levied on vendor till the plant is replaced.

List of location wise plants on rental basis shall be as per **Annexure V-I-F**

12. Water Tank Cleaning

- 12.1 The scope of work includes Mechanized Cleaning of Water tanks installed at various offices/locations in BYPL, as detailed in Annexure.

- 12.2 Total 04 (Quarterly) services for both Underground and Overhead Tanks at various locations in BYPL, shall be done by the agency as per direction of Head (Admin) or his nominated representative. The total quantity & duration may vary as per direction of Head (Admin).
- 12.3 The cleaning would include:
- Sludge Removing
 - Scrubbing
 - High pressure jet cleaning
 - Mechanized dewatering (minimum disposal of water)
 - Disinfection of Tank Air by UV Radiator.
 - Cleaning of surrounding area and Top of the Tank.
- 12.4 Cleaning date to be mentioned on the tank
- 12.5 The duly signed report by Head Admin or nominated representative to be attached with bill.
- 12.6 The agency has to ensure there is minimum amount of water wastage.
- 12.7 Any repair required / discrepancy observed should timely be informed to BYPL
- 12.8 List of location wise tanks for water cleaning shall be as per **Annexure V-I-G**

13. Pest Control Services

- 13.1 Spray, gelling, trapping using approved chemicals Mosquitoes or Flies, Rodents, cockroaches, silver fish, red and black ants, anti-termite treatment, Rodent Control and Anti Moth Treatment in BYPL offices.
- 13.2 Coverage Area: Work stations, pantry and kitchen area, washrooms, store rooms, AHU and Hub rooms, staircase and lobby area, common area, drains and sewage pipes.
- 13.3 Company Pesticide License copy to be submitted to BYPL before commencing of work.
- 13.4 Treatments Reports/ Job Card should be submitted along with the bills.
- 13.5 If the desired results are not obtained, vendor shall increase the frequency of pest control without any extra cost to the company.
- 13.6 During the tenure of this order, all materials, tools, tackles, equipment, Facilities and all other consumables shall be arranged by the Contractor at own cost without any liabilities to the company. The format of complaint/other details shall be mutually agreed between BYPL Officer-In-charge and contractor.

Target Pest : Rodents

Chemical Name : Glue Traps /Bromadiolone Cake & Granuels

Service Frequency : Monthly

Method of Service: External Baiting & Internal placement of traps

Cockroaches :

Chemical Name : Fipronil Gel
Service Frequency: Monthly
Method of Service : Spray,Gel

Mosquitoes :

Chemical Name : K Othrine
Service Frequency : Fortnightly in Head Office & Monthly in Other Offices
Method of Service : Spray

Flies:

Chemical Name : Premise (Imidachloropide)
Service Frequency : Fortnightly in Head Office & Monthly in Other Offices
Method of Service : Spray

Red and black ants

Chemical Name : K Othrine
Service Frequency : Fortnightly in Head Office & Monthly in Other Offices
Method of Service : Spray

14. Fleet Management

Scope include providing driver services to drive company owned vehicles

Contractor shall be fully responsible for the smooth running of the Fleet Management Services to complete all Field as per Company schedule with the requisite number of the Manpower to meet the desired performance level up to the Company satisfaction.

Contractor shall:

- 14.1 At all times perform fully and properly all functions required to be performed for fleet operations for designated areas of BYPL, always in accordance and full compliance with the procedures and specifications set out. The Contractor shall carry out fleet management services monthly basis as required. The Contractor shall deploy & organize the Drivers /manpower accordingly.
- 14.2 This Contract will involve providing Drivers to BYPL and also following the below activities:
 - a) Firstly, the contractor shall submit a schedule of Driver deployment plan to BYPL at beginning of the month. However, It shall be the responsibility of BYPL to ensure that the respective vehicles are made available for the above purpose as per planned schedule.
 - b) Police Verification of all drivers should be submitted to BYPL before commencement of work.
 - c) The Contractor shall ensure that drivers will carry valid driving commercial licenses. The photocopy of the driving licenses of the driver shall be submitted to BYPL at the time of joining of duty.
 - d) The contractor shall provide one driver per vehicle or as per the requirement of BYPL. The driver so provided shall have adequate experience of years of driving such vehicle.
 - e) The contractor 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.
 - f) The contractor shall ensure that drivers shall drive the vehicles carefully.

- g) The contractors shall ensure that no driver will be allowed to work for more than 12 hours continuously.
- h) The cost of repairing due to accident occurred due to fault of driver and which cannot be claimed through insurance shall be recovered from the contractor.
- i) The contractor shall provide one supervisor for 20 drivers for coordinating & maintaining records and recording transportation activities.
- j) The drivers deployed shall be well mannered, well dressed and shall be having mobile phones.
- k) The contractor shall provide the comprehensive insurance for covering the lives of drivers.
- l) Driver should have a valid license to drive the commercial vehicle. If any driver found without proper license on his duty hours, he will be immediately removed from duties.
- m) List of vehicles to be managed by agency for fleet management shall be as per **Annexure V-I-H**

Execution and Co-ordination Procedure:

- a) Contractor shall deploy adequate number of skilled and efficient workmen so as to ensure that the various jobs are completed in time, and in any case, as and when directed by the Company.
- b) Contractor shall submit to the Company written detailed execution plan, manpower deployment plan and details at least 7 days prior to commencement of work under this Contract and have the same approved by the company.

15. Furniture Repairing

- 15.1 Providing Services for Repairing of Old, Broken Chairs/ Furniture/ Almirah/ Tables/Racks, Sofa Repair in Various Offices of BYPL.
- 15.2 This will cover the recanning and repairing of old chairs & repairs of tables, racks at BYPL Offices.
- 15.3 Vendor shall submit report of furniture, duly certified by Officer-in-Charge.
- 15.4 Vendor shall ensure that replaced parts of branded make are used in the repair of furniture. Repaired Furniture shall carry a minimum warranty of 6 Months.
- 15.5 The old spares parts removed while repairing to be submitted to officer In charge.
- 15.6 The complaint should be attended to within 48Hrs after registration of complaint
- 15.7 Inventory details of Furniture shall be as per **Annexure V-I-I**

16. Providing Tea & Coffee Services through vending machine

- 16.1 Supply of various beverages - Premixes, Tea bags, Disposable paper cups and vending m/ etc. at all the locations as per the requirement of officer-in-charge.
- 16.2 To ensure continuous & timely supply of quality beverages & disposables.
- 16.3 The machine should be new and in good working condition.
- 16.4 Vending Machines of reputed brand (Cafe Coffee Day, Coffee Vault, Nescafe, etc) to be provided at locations as per attached **ANNEXURE: V-I-J**

- 16.5 All cleanliness, maintenance, repair & service charges to be borne by you. You shall make sure that machines are available in working condition all the time and to replace with another m/c, in case m/c down time is more than 4 hr.
- 16.6 Deployment of Machine operator at locations, wherever required by the company.
- 16.7 Repair & Maintenance of machine, Cleaning & Refilling and provision of assistance for operating Tea/ Coffee vending machine at locations as advised by officer-in-charge. Contractor shall make sure that machines are available in working condition all the time
- 16.8 Providing m/c, m/c operator and beverages etc. within 7 days for any new location from the day confirmation is given in writing /through e-mail by the officer-in-charge. You shall visit the site to ascertain the site condition within 2 days of receiving instructions from officer-in-charge. The deployed machines shall be replaced / changed with the new ones with as per instruction of officer-in-charge as and when required.
- 16.9 All materials, tools, tackles, equipment, camp facilities, conveyance requirements for its staff and all other consumable shall be arranged by the Contractor at the cost without any liabilities to the Company. All incoming and outgoing materials and any other items related to said work shall be entered into the register kept for this purpose and shall be in the custody of contractor; however company does not hold any responsibility for any loss or damage caused to contractor's material etc.
- 16.10 Any additional work beyond the scope enumerated in the order above shall be carried out by the contractor only after written confirmation from the authorized signatory of the order. The company shall not entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in the order and any such claim shall stand automatically null and void unless accompanied with formal amendment to the Order.
- 16.11 Details of supply of Various beverages:-
- a) Cardamom Tea Premix
 - b) Hot Lemon Tea Premix
 - c) Bru Coffee Premix
 - d) Printed Disposable Paper Cup
 - e) Knorr Tomato Soup
 - f) Dairy Whitener (Normal Sugar)
 - g) Taj Mahal Tea Bags (100 Nos)
 - h) Tomato Soup
 - i) Milk (Single Toned Amul/Mother diary)
 - j) Roasted coffee Beans
 - k) Wooden Stirrers
 - l) Branded Disposable paper cups
 - m) Sugar (Sulphur Free)
 - n) Lemon Tea

List of location wise tea vending machine required at BYPL shall be as per **Annexure V-I-J**

17. Air-Conditioning, VRF and HVAC

The scope of work to be carried out by Service Provider shall cover repair and Scheduled Preventive Maintenance Service (SPMS) of various Air-conditioners (Window AC, Split AC,

Cassette AC, Ductable split AC, Variable Refrigerant Flow AC, HVAC, Precision Air Conditioning) installed at various offices of BYPL.

The following shall be covered under AC Maintenance Services.

- 17.1 Replacement of any type of Electrical & Mechanical parts e.g. Compressors, Fan Motors, Condenser Coils, and controls etc. The parts replaced will either be new or equivalent in performance to new parts and shall be genuine & branded.
- 17.2 Replacement / Repair of controls & consumables e.g. Remote Controls, PCBs, GAS Charging etc.
- 17.3 The contractor should ensure the services of VRF and HVAC is done by OEM only.
- 17.4 Free call attending on any type of breakdown. The response time to attend a call shall be within 4 working hrs. and rectification time shall be 24 hrs. for minor repairs & 48 hrs for major repairs.
- 17.5 If such timeline is not adhered to, a penalty @ Rs. 500/- per day per complaint shall be levied for a maximum period of two days. After lapse of two days, the same shall be got repaired from the agency appointed / outside agency for the purpose without any further communication in this regard and expenditure incurred in the repair of AC on this account plus 10 per cent departmental charges along with the penalty amount shall be deducted from the monthly bill of the Agency. Repair of Ac after 2 days shall also be counted as one violation per complaint
- 17.6 There shall be Preventive Maintenance Service/Overhauling of machines including the grill cleaning on half yearly basis and it shall cover the following irrespective of any call visits. The job sheet for such maintenance shall have to be submitted to the process owner immediately after completion of job, through mail, failing which it will be treated as without maintenance of service
 - a) Checking Connections
 - b) Cleaning Air filters
 - c) Cleaning Evaporator & Condenser Coils
 - d) Cleaning the equipment
 - e) Checking & tightening of nuts & bolts
 - f) Oiling the motor, Grills cleaning.
 - g) Checking & Filling of Refrigerant Gases
- 17.7 For any assistance / lodging complaint, dedicated helpline (from 9:30AM to 7:30PM on daily basis) will be provided to the company and dedicated Service Officer for Each Circle from contractor will be available for support. During summer season, vendor shall provide minimum two team per circle to attend the complaints immediately. Further, vendor shall also arrange backup team in case of any emergency.
- 17.8 Vendor shall inspect all AC in BYPL sites before quoting rate and shall take the contract on as in where basis.
- 17.9 The maintenance service would include:
 - a) Compressors, repair/replace
 - b) Condenser coil, repair/replace
 - c) Cooling coil, repair/replace
 - d) Fan motor, repair/replace
 - e) Preventive Maintenance Service/Overhauling of machines

- f) Replacement /Repair of defective Material
- g) Gas filling (R22, R-32, R-410)
- h) Heating system
- i) PCB Card repair/replacement
- j) Remote repair/replacement
- k) All Controls repair/replace
- l) MCB repair/replace
- m) Insulation of copper piping repair/replace
- n) All Spare parts including drain pipe, copper pipe, wire etc.
- o) Electrical cabelling repair/replace
- p) Shifting& re-installation (including all material)
- q) Dismantling and Installation of AC (Including material)
- r) Carpenter work for installation, frame required for installation will also be in scope of agency.

17.10 The contractor shall keep sufficient quantity of frequently used spare parts in its stock to avoid any delays.

17.11 Exclusions:

The following are not covered in the scope.

- a) Ceiling work
- b) Masonry Work
- c) Providing Electrical supply

17.12 The following shall be covered under AMC :

- a) All Spare parts
- b) Repair/Replacement of electrical parts like Compressors, Motors, Relays, PCB's hand unit and thermostats

17.13 The material procured by the contractor shall be of good quality, new, and strictly according to the specification of that material conforming to BIS standard or any other specification as applicable. The Company may summon the complete record of the procurement done by vendor.

17.14 List of location wise AC tonnage shall be as per **Annexure V-I-K**

18. Water Purifier (RO, etc)

RO Maintenance

18.1 There shall be a minimum one routine visit by expert technician for preventive maintenance in each month and unlimited visits in case of complaints of machines on the request of BYPL at specified locations as per. List of location wise RO installed at various locations of BYPL shall be as per **Annexure V-I-L**.

18.2 Vendor would ensure that faults should be attended to within 12 working Hours. If vendor is not able to rectify the faults at the site itself and the units are to be carried to vendor's premises, they

shall do it after providing a standby system during office hours and cost involved in transportation etc. shall be borne by them.

18.3 Vendor shall supply all spare parts, required tools, tests equipment & labour required for the above Comprehensive Maintenance. The spare parts removed from the system on replacement with new ones shall be taken over by vendor for reconditioning/ repairs.

18.4 The scope will include periodic servicing, additional visit as required attending complaint intimation, and free replacement of any defective and worn out parts.

18.5 For each machine all consumable/ parts other than its main body structure shall be replaced, free of cost during the contract period.

18.6 The maintenance work will be required to be carried out without any hindrances to normal activities.

18.7 Logbook shall be maintained for services rendered; parts replaced and submit monthly report to Officer in charge.

18.8 Vendor will be responsible for examining and bringing to the notice of the company any interacting or other problems arising out of the work outside their scope so far it affects the quality, reliability of time schedule of maintenance work. These aspects shall be discussed with company and shall be suitably resolved.

18.9 List of Consumable parts replacement of AMC:

a) Compulsory Parts:

- (i) Filters on Quarterly basis.
- (ii) Carbon block on quarterly basis.

b) Parts replacement on complaint basis:

- (i) High Pressure Pump / Raw Water Pump
- (ii) Membrane
- (iii) Adoptor
- (iv) Membrane Housing
- (v) Solenoid Valve
- (vi) Pipe (Plastic Tube)
- (vii) Micron Filter,
- (viii) Antiscalene chemicals
- (ix) Pump
- (x) vii. All consumable parts are covered.

19. Water Cooler & Water Dispenser Maintenance

The scope of work for Annual Maintenance of Water Coolers and Water Dispensers shall include:

19.1 Minimum one routine inspection visits by Technician **every month** and unlimited visits in case of breakdown of machines.

- 19.2 Supply of all spare parts (damaged or worn out) including compressors, gas filling, tap change & labour required. All required tools & test equipment's needed for maintenance shall be provided by contractor.
- 19.3 The Response time for attending the break down calls shall be 4 working hrs. If the fault can't be rectified at site and the machine is to be carried to vendor premises, vendor shall provide a standby cooler/ Dispenser and the cost towards transportation shall be borne by them.
- 19.4 If machine needs to be re-installed at any new location, no extra charges will be paid except transportation charges if any.

20. Urinal, Water Tap Sensor & Hand Dryer

- 20.1 There shall be a minimum one routine visit by expert Technician for preventive maintenance of Automatic urinal flusher/ tap/hand dryer and unlimited visits in case of complaints of Automatic urinal flusher/ tap/hand dryers on the request of BYPL locations.
- 20.2 Vendor shall ensure that faults should be attended to within 4 hours of complaint. If vendor is not able to rectify the faults at the site itself and the units are to be carried to vendor's premises, vendor shall do it after replacing a standby system during office hours and cost involved in transportation etc. shall be borne by them.
- 20.3 The contract will include periodic servicing, additional visit as required for attending complaint, and free replacement of any defective and worn out parts.
- 20.4 Vendor shall supply all spare parts, required tools, test equipment's& labour required for the above Maintenance, and the spare parts removed to be replaced with new ones shall be taken over by vendor for reconditioning / repairs.
- 20.5 The maintenance work will be required to be carried out without any hindrances to normal activities
- 20.6 For each Automatic urinal flusher/ tap/hand dryer all consumable/ parts other than its main body structure shall be replaced, free of cost during the contract period.
- 20.7 Vendor will inspect the Automatic urinal flusher/ tap/hand dryer to confirm that it is in good condition. Vendor will ensure that the work assigned will be carried out in given time.
- 20.8 Logbook shall be maintained for services rendered; parts replaced and submit quarterly report to Officer in charge.

21. Lift and Fire Pump Maintenance & Operation

The scope of work to be carried out through OEM by vendor for Annual comprehensive maintenance of Lift installed at various locations of BYPL.

Scope for Maintenance of Lift

- 21.1 Contractor should ensure that the maintenance of lift is done by OEM only.
- 21.2 The lifts shall be maintained as per schedule for the maintenance of lifts.
- 21.3 The firm shall depute trained supervision staff for the maintenance and to keep the lifts in safe operating conditions.
- 21.4 The firm shall carryout monthly adjustment, maintenance and check of all items as laid down in the maintenance schedule. All maintenance / check shall be properly recorded by the maintenance staff of the firm in the printed maintenance register and should be shared monthly with BYPL.
- 21.5 The contractor shall systematically examine various parts of the lifts and the parts which need repair or replacement in the opinion of the Engineer-in-charge shall be replaced or repaired accordingly
- 21.6 The lift mechanic of the company shall certify in the logbook for being the lift is fit for use in working order and can run and that all the safety devises are working. He shall also mention his name with dates and time in the logbook
- 21.7 The existing parts required to be replaced shall be replaced with the existing or improved make of the part
- 21.8 The contractor shall submit to the department monthly maintenance report and shall bring into the notice of the department anything which needs attention of the department as required when necessary.
- 21.9 Only skilled employees shall be permitted to carry out the maintenance jobs
- 21.10 Contractor will liaison with Inspector of lifts for carrying out inspection & for obtaining the lift license from Lift License Authority. The annual fees and other expenses are borne by Company
- 21.11 The lift mechanic of the company shall certify in the logbook for being the lift is fit for use in working order and can run and that all the safety devises are working. He shall also mention his name with dates and time in the logbook.
- 21.12 Any part broken/damaged by the lift mechanic shall be made good by the firm or the same will be rectified at the risk and cost of the firm. The decision of the Engineer-in-charge shall be final and binding.
- 21.13 However, the firm shall be responsible in case of any accident / mishap to his employee, which might occur during the execution of servicing / repair / replacement / adjustment negligence on the part of the firm
- 21.14 The firm shall be responsible to carry out the following free of cost during maintenance contract, replacement of:
 - i) All parts of the main control panel i.e. relay, relay coils, moving contract / fixed contract, landing locks, rectifiers resistance transformer, indicating light, rewinding of motor, transformer and other items covered under maintenance schedule.

- ii) Batteries
- iii) Door roller
- iv) The firm shall also be responsible for repair of Control Board of Lift, AC Motor, Safety Devices of Lift, Digital Floor Position Indicator (if defective), guide rail, steel ropes, emergency alarm

21.15 Break down calls shall be attended within 4 hours

21.16 Rewinding / replacement of main motors - 10 days

21.17 Winding Gears - 10 days

21.18 Sheave or main rope replacement - 5 days

21.19 Speed governor rope - 2 days

21.20 Brake shoe liner / Transformer/ rectifiers/ Brake magnet / door drive motor rewinding and replacement - 10 day

21.21 Trailing cable replacement - 5 days

21.22 Break down call received during late hours will be attended by early next morning

21.23 Contractor shall ensure maximum availability of the Elevator for use

21.24 Emitting of any sound other than noise created during operation on lifts, opening of doors with a jerk moving and stopping the lift car with a jerk are all inclusive the designate the lifts as being defective which immediately shall be grounded.

21.25 The complaints if not attended / resolved during the periods mentioned above, it shall attract penalty of Rs 1000/- per complaint for each day of delay

Scope of Work - Lift Operators

21.26 All the labour, plant appliance, ladder, scaffoldings, materials, tool, tackles etc are included in contractor's scope of work.

21.27 Adequate number of engineers, supervisors, skilled and unskilled labours shall be posted at site.

21.28 Coordination with lift Maintenance agency for regular maintenance and upkeep of Lift

21.29 Maintaining Log Book.

21.30 Upkeep of lift (Cleaning, security, etc)

21.31 In case of any fault, the same should be brought in the notice of department immediately

Scope for Booster Pump & Fire fighting Operators at Urja Vihar Colony

21.32 Operation of pumps for supply of drinking water in colony

21.33 Checking of status of over head water storage tank.

21.34 Operation of sewage pump

21.35 Keeping fire fighting pumps in running conditions by operating and maintaining them regularly so that they can function properly in any eventuality

21.36 Monitoring chlorination in drinking water

21.37 Maintenance of all pumps (water supply, submersible, Chlorination, Vacuum, sewage, fire pumps), fire extinguishers, air relief valves, hose reel, fire hydrants, sluice valves etc

21.38 The scope of works for operation and maintenance of pump shall include:

- a) Gland dori
- b) Oiling/Greasing
- c) Thimbles, fuses, indicating bulbs etc.
- d) Diesel required keeping Gensets in running condition.
- e) Chlorine solution
- f) Attendance register/Log book

21.39 Being an essential service, contractor shall ensure round the clock service of the operator.

21.40 Vendor shall also ensure services of electrician/mechanic for preventive maintenance of infrastructures as and when required. In any case of frequency of such services should not be less than one per month

List of location wise Lift, Booster & Fire Pump operators shall be as per **Annexure V-I-M**.

22. Photocopier Services

22.1 To provide printing copy, colour copier, lamination and binding, spiral Binding services. The digital printing copy machine shall be provided by you at locations advised by officer-in-charge.

22.3 The contractor shall install photocopy Machine at the sites mentioned in **Annexure V-I-N**. Its repair /Maintenance, paper, ink and Toner, cartage and provision of assistance for operating photo copying machine at locations as advised be officer-in-charge shall be in scope of contractor.

22.2 Paper used shall be JK/ Copy Power / Sprint or Equivalent with minimum 75 GSM.

22.4 All consumable Items like Papers & Toner etc. used for printing copy should be entered in office premises with gate pass by the supplier.

22.5 The bills of the agencies should accompany the opening & closing meter reading signed by authorised persons / O.S of the office.

22.6 Manpower to be deployed by agency at locations for smooth running of the machines.

22.7 List of monthly average photo copies for various locations of BYPL shall be as per **Annexure V-I-N**

SECTION V -PART II- SECURITY SERVICES

DESCRIPTION AND SCOPE OF SERVICES

The Security Agency will perform the offered Security Service to protect and safe guard the companies Staff, Property, Assets, Installation etc and conduct security arrangements on the basis of the terms defined herein and in accordance with such amended directions that the Company may form from time to time and as mutually agreed upon. Security Agency shall comply with all the contract terms, instructions, notices and circulars and other written or verbal communications given by Company for performing the services.

1. Scope of work and responsibilities of the private security agency:

- 1.1 The security agency shall provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, of basic training on safety procedures, fire fighting practices and weapons handling etc. The private security agency will have to provide a Police background verification certificate and a medical certificate for fitness from a certified medical practitioner.
- 1.2 The security agency shall provide uniforms, issue identity cards bearing the name of the security agency to all its security personnel and the security personnel must carry the same when they are on duty at the company location.
- 1.3 The security agency shall be responsible for the safety & security of company staff, infrastructure, property, assets, etc. against all outside and inside forces including malicious acts of any person or persons. The agency staff also be responsible for the safety of the customers when they are present at the company offices or locations.
- 1.4 The security agency must assist the company in evaluating the existing security deployment / structure and accordingly ensure effective and efficient manpower at all critical locations to perform all safety and security activities in the most efficient manner.
- 1.5 The agency must be able to reinforce its manpower deployed at company's premises without any loss of time during any kind of disturbances, demonstrations, strike, dharna or as and when required by the company.
- 1.6 The agency must ensure that all its security personnel are in possession of a smart phone to mark their mobile app based attendance as per the company attendance and performance monitoring system. In addition to the mobile App, the agency must maintain a manual registers at all locations for marking their attendance. At the end of the month a copy of the Mobile App attendance along with the manual attendance sheet must be forwarded to match the attendance and performance of the security staff and the security agency.
- 1.7 The security agency shall ensure that all security personnel posted by the agency at company location must observe strict discipline and good conduct. In case the company finding any security personnel not observing proper discipline/conduct or found to be involved in any

misconduct, the company shall direct the security agency to immediately withdraw such security personnel from the company location. The decision of the company shall be final in this regard.

- 1.8 The agency shall maintain good relations with the local administration, Police and other Govt. offices. The agencies shall act on behalf of the company for any action as directed by the company as and when required.
- 1.9 The security agency will screen and select individual manpower only on the basis of the selection criteria provided by the company. No security personnel will be deployed who does not clear the selection criteria. (Refer Attached Annexure-V-II-B)
- 1.10 The security agency shall inquire into any theft, pilferage, disobedience, indiscipline, and any other unauthorized activities on part of the private security staff and report the same to Head Security for further action. Any lapses on account of non-reporting of theft or any other untoward occurrence shall be treated as a security lapse.
- 1.11 The security agency shall provide necessary support and assistance to the company in case of an emergency, fire or any other incident / accident as may be directed by the company.
- 1.12 The security agency shall fully guide, supervise and monitor the security personnel deployed at company locations by its own security staff. The agency shall arrange for Day & Night patrolling on a regular bases and inspect every location at least once every 10 days during night to check the level of control exercised by security personnel. The agency security staff will take photographs of security personnel at the location during their inspection and provide a weekly report to company Head Security.
- 1.13 Agency shall provide & maintain following registers/logbooks in pre-printed format and present it for inspection by Officer-in Charge of the company.

2. The security plan must comprise of multiple steps to ensure that a robust and enhanced security infrastructure is established at all critical locations for the safety and security of organizational assets and employees. The setup may primarily comprise of the following infrastructure:

2.1 Access Control

Stringent Access control procedures to ensure that no unauthorized individuals are allowed to enter the premises and only authorized persons with valid identity proof are allowed.

2.2 Security Control Room

Centralized security control room to ensure 24X7 monitoring of all critical locations through CCTV or physical deployment. Periodic reporting from all locations be carried out to get a real time update on routine or any other exception activities in the area or location.

2.3 Communication

Security staff be well trained to follow the communication protocols of calling the security control room once every three hours and to immediately inform the control room in case of

any activity or incident.

2.4 Emergency Numbers and Contingency plan layout

Emergency contact numbers and the action to be taken in case of an incident be suitably displayed at each location. The security staff must be well versed with the internal and external stake holders to be contacted in any situation and regular briefing be done on emergency action to be taken.

2.5 Training

Comprehensive training on security awareness, conduct and behavior, emergency response & crisis management etc., need to be imparted to the entire security manpower. Regular training modules and mock drills need be conducted across BYPL locations.

2.6 QRT deployment

The electrical distribution infrastructure at BYPL is a huge network of DTs, RMUs, HT & LT feeders running across thousands of Kms and is prone to Oil & Equipment thefts and damages to cables by external agencies during odd hours. As such safeguarding of the network through Quick Response Surveillance Team shall be considered.

One QRT component shall comprise of 1 supervisor and 2 guards (Ex-Serviceman) apart from the Vehicle with driver fitted with the GPS tracker.

3. Description of various assets/Location/offices spread across BYPL area of operations

3.1 Division Offices

These are the main business offices overlooking the business activities in respective Division. The office complex houses the Customer Help Desks for controlling and resolving various issues of the consumers of that respective division. These locations are the one, with maximum customer flow and staff movement.

3.2 Grid Sub-Stations

These are the most critical assets and back bone of the electricity distribution network from operations stand point. Being mostly unmanned grids, safety and security is of utmost importance against any kind of sabotage and damage. Strict access control protocols and measures are required at these locations.

3.3 O&M Offices

The operation and maintenance of the entire distribution network is being controlled through these offices spread across respective divisions. These locations have staff working during both, day and night shift.

3.4 Stores

These are the locations where all material is stored to ensure smooth operations. Critical and expensive spares and material required for routine operational and capital expenditure are provided through various such stores and are key to the operations & maintenance department. Since the stores has a very large critical inventory and involves continuous

material movement, it is important that adequate security staff is deployed for material entry and exit along with physical inspection and weighing of the incoming & outgoing material.

3.5 Cash Counters, Chests and Mobile Vans

These are locations meant for collection against various consumer dues/demands pertaining to monthly energy bills, non-energy demand notes etc. The cash counters operate during general duty hours from 9AM to 3PM and on closing the cash collected during the day is transported by mobile vans and deposited at the respective area cash chests. The total amount collected in the chests is then deposited in the Banks the next day. The entire collection and movement of the cash needs to be suitably secured.

3.6 Complaint Centers

There are the centers spread across BYPL for addressing the consumer complaints relating to breakdowns or any other technical issues in their respective areas. These are small office spaces working 24x7.

3.7 Corporate Office & 20 No. Building, Nehru Place

These two Building blocks are multistoried building with a large number of employees. Department heads and senior management working out of these. There are large visitors, consumers and internal stake holder's movement at these offices.

3.8 Other Offices Locations

Extensions of various departments are operating at independent locations throughout the BYPL operational area.

3.9 Enforcement Offices

To safeguard the BYPL teams during the enforcement raids in sensitive areas against the consumers hostile behavior and for timely liaison with the local police Lady security guards and Ex-Delhi police officials are included as part of the team.

List of various assets / Location/ offices spread across BYPL area of operations shall be as per attached **Annexure-V-II-A**.

SECTION V- Part III: PERFORMANCE EVALUATION & SCORE CARD

A. HOUSE KEEPING & MAINTENANCE OF BUILDING AUTOMATION

The performance of the contractor through score card shall be reviewed by the company on monthly basis

S.no	Criteria	Weight age Score	Scoring Criteria
1	Operating Attendance – Attendance % against planned deployment shared by vendor.	10	If 100% - 10,
			if $\geq 97\%$ - 9,
			if $> 95\%$ - 8,
			if 93% - 7,
			if $> 90\%$ - 6,
			If ≤ 90 - 5
2	Housekeeping Cleanliness and Upkeeps – Adherence to SOP, Daily and weekly Cleaning Schedule and checklist, Pest Control, Plant Rental	15	If 0 to 20 Nos. of violation - 15
			20 to 30 Nos. violation – 12
			30 to 40 Nos. of violation - 10
			> 40 Nos. of Violation - 5
3	Fleet Management Services (Timely services, Without Driving License, Rash driving, Driving in Intoxication state, Accidents, Traffic Challan, etc)	10	If 0 to 10 No violation - 10
			10 to 20 No violation - 9
			20- 30 No violation - 7
			≥ 30 Violation - 5
4	Building Automation (Servicing of AC, RO repair, Sensor repair, etc as per scope)	10	If 0 to 10 No violation - 10
			10 to 20 No violation - 9
			20- 30 No violation - 7
			≥ 30 Violation - 5
5	Uniform & Accessories - Supply of uniform, quality safety gears & accessories as per scope of work.	5	100% adherence to Uniform and Accessories - 5
			Non Adherence Case In a month (1-5 cases) – 4
			Cases in a month > 5 - 2
6	Training - Monthly training will be conducted for all the housekeeping, Driver, automation staff.	5	No. of training in a month
			2 trainings - 5
			1 training - 4
			< 1 training – 0
7	Discipline & Behavior - Cases of reported misbehavior with company staff and visitor, Staff found sleeping, reporting in intoxicated state, absence from work place for more than 30 minutes	10	If No violation - 10
			Upto 10 No. violation - 9
			11-15 No violation - 8
			15-20 violation - 7
			≥ 20 violation – 5
8	Waste Management - Timely	10	If No violation - 10

	Disposal of Waste Material at designated area using Trolleys from Office Desk and Pantry		Up to 10 No. violation - 9 11-15 No violation - 8 15-20 violation - 5
9	Maintaining Safe level of consumable at all locations	5	If 100% - 5 1 cases - 4 2 cases - 3 4 cases - 2 5 4 cases - 1 >4 cases - 0
10	Compliances (HR, etc) Including timely wage disbursement.	10	Zero Non Compliances -10 Any non-compliance - 0
11	Customer Complaint- (Housekeeping, Unhygienic area, etc	10	If No Complaint -10 1 -2 Complaint - 8 3-5 Complaint - 6 >5 - 0

Performance Based Penalties

S.no	Criteria	Penalties
1	Score >= 90	No penalty
2	Score < 90 to > = 85	0.5 % of total Bill amount for the month shall be deducted as penalty
3	Score < 85 to > = 80	1% of total Bill amount for the month shall be deducted as penalty
4	Score < 80 to > = 75	2% of total Bill amount for the month shall be deducted as penalty
5	Score < 75 to > = 70	3% of total Bill amount for the month shall be deducted as penalty
6	Score < 70 to > = 60	5% of total Bill amount for the month shall be deducted as penalty
7	Score - 60	Termination of Contract at discretion of the Company, if continued the same pattern in three successive months

Performance Review Mechanism

The frequency of the review may be revised from time to time depending upon the situation. The procedure for reviewing the performance shall be as follows:

- a) A high-level committee comprising of senior level officers of BYPL will review performance of contractor individually.
- b) First review of the performance shall be held in Third month after the start of the contact. Among other performance parameters, the review will particularly focus on deployment of competent manpower, Cleanliness and upkeeps, timely payment of salary through ECS and statutory compliances, providing of proper Uniform to manpower.

- c) Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.
- d) From second review meeting onwards, the company will initiate the following corrective action if the Score of the contractor is below the stipulated performance standards:
 - (i) First instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contract shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - (ii) Second instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued first warning letter indicating that the company may terminate the contractor if the performance of the contractor does not improve as per the stipulated benchmark.
 - (iii) Third instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
 - (iv) Fourth instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, Company reserves the right to terminate the Contract and it shall be binding to the contractor.
- e) The process specified in previous para will be applied for a period of 12 months from start of contract, thereafter it will be repeated for the subsequent period.

The criteria for evaluation of contractor performance shall be sole discretion of the Company. Company shall reserve all the rights to change the performance evaluation criteria at any point of time during the contract tenure.

B. SECURITY SERVICES

S.NO	CRITERIA	WEIGHTAGE SCORE	SCORING CRITERIA	REMARKS
1	Operating Attendance – Attendance % against planned deployment shared by vendor	10	If 100% - 10, if >=97% - 9, if >95% - 8, if 93% - 7, if >90% - 6, If <=90 - 5	
2	Theft Case of theft and untoward incidents due to negligence of Security guards	10	If No case -10 1 case - 5 >1 case -0	Amount not recoverable from insurance company shall be claimed from the service provider. In addition, a penalty of 10% of the unrecoverable amount will be imposed on the service provider.
3	Material Management All Inward and outward movement of goods will be supported by gate pass and updated. All material loading and unloading will be checked.	10	If No violation - 10 1 violation -8 2 violation -6 3 violation -4 >= 4 Violation -2	
4	Uniform & Accessories Supply of uniform, quality safety gears, stationeries & accessories as per contract	10	100% adherence to Uniform and Accessories - 10 Non Adherence Case In a month (1-5 cases) – 5 Cases in a month > 5> -0	
5	Training Monthly training will be conducted for all the guards force. Emphasis will be laid on fire Drill, Post, Post responsibility. Discipline, Handling and takeover, record keeping, Incident reporting, CCTV operations, emergency management, Prevention of thefts and robberies	10	No. of training in a month >=1 trainings - 10 1 training - 5 < 1 training - 0	

6	Night Checks The service provider will carry out 4 night checks every month.	10	1 Night checks in 1 week (Total 4 in a month) - 10 3 Night checks -8 2 Night checks - 6 < 2 Night checks -0	
7	Discipline & Behaviour Cases of reported misbehaviour with company staff and visitor	10	If No violation - 10 1 violation - 8 2 violation - 7 3 violation - 6 > = 4 violation - 0	
8	Lapses on Duty Guard found sleeping, reporting in intoxicated state, absence from post for more than 30 minutes	10	If No violation - 10 1 violation - 8 2 violation - 6 3 violation - 4 >3 violation - 0	Intoxicated guard will be immediately replaced within 1 hour of reporting
9	Compliances (HR, etc) Including timely wage disbursement	10	Zero Non Compliances - 10 Any non-compliance - 0	
10	Weekly off on monthly basis	10	If 100% - 10 1 case - 9 2 cases - 8 3 cases - 7 4 cases - 6 >4 cases - 0	

Performance Based Penalties

S.no	Criteria	Penalties
1	Score \geq 90	No penalty
2	Score < 90 to \geq 85	0.5 % of total Bill amount for the month shall be deducted as penalty
3	Score < 85 to \geq 80	1% of total Bill amount for the month shall be deducted as penalty
4	Score < 80 to \geq 75	2% of total Bill amount for the month shall be deducted as penalty
5	Score < 75 to \geq 70	3% of total Bill amount for the month shall be deducted as penalty
6	Score < 70 to \geq 60	5% of total Bill amount for the month shall be deducted as penalty
7	Score - 60	Termination of Contract at discretion of the Company, if continued the same pattern in three successive months

Performance Review Mechanism

The frequency of the review may be revised from time to time depending upon the situation. The procedure for reviewing the performance shall be as follows:

- a. A high-level committee comprising of senior level officers of BYPL will review performance of each contractor individually.
- b. First review of the performance shall be held in Third month after the start of the contact. Among other performance parameters, the review will particularly focus on deployment of competent manpower, provision of tools and tackles, timely payment of salary through ECS and statutory compliances.
- c. Score for the preceding month shall be deliberated in every review meeting and the contractor will be guided about the ways to improve its performance scorecard.
- d. From second review meeting onwards, the company will initiate the following corrective action if the Score of the contractor is below the stipulated performance standards:
 - (i) First instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contract shall be verbally warned and this fact will be recorded in the Minutes of the Meeting.
 - (ii) Second instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued first warning letter indicating that the company may terminate the contractor if the performance of the contractor does not improve the stipulated benchmark.
 - (iii) Third instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: Contractor shall be issued second warning letter indicating that the company will initiate proceedings to terminate the contractor if the performance of the contractor falls below the stipulated benchmark once again.
 - (iv) Fourth instance of the Score falling in the Penalty zone (below 60 points in any of the score card) during the contract period: A Notice for Termination of Contract shall be issued to the contractor while giving the stipulated notice period as mention in contract. After suitable notice period, Company reserves the right to terminate the Contract and it shall be binding to the contractor.
- e. The process specified in previous para will be applied for a period of 12 months from start of contract, thereafter it will be repeated for the subsequent period.

The criteria for evaluation of contractor performance shall be sole discretion of the Company. Company shall reserve all the rights to change the performance evaluation criteria at any point of time during the contract tenure.

ANNEXURE: V-I-A: BYPL AREA & NETWORK ASSETS DETAILS

BSES Yamuna Power Ltd (BYPL) is a joint venture between Reliance Infrastructure Limited and Govt of NCT of Delhi with a 51%: 49% share holding. The company started operations on July 1, 2002 post the unbundling of the erstwhile Delhi Vidyut Board (DVB). The company's operations span across its license area of 160 sq km in the Eastern and Central parts of the National Capital.

For a greater reach and easy serviceability, the company serves its customer base through its **THREE CIRCLES** (South-East, North-East & Central) & **FOURTEEN DIVISIONS** (Chandni Chowk, Darya Ganj, Dilshad Garden, Jhilmil, Karawal Nagar, Krishna Nagar, Laxmi Nagar, Mayur Vihar, Vasundhara Enclave, Nandnagri, Pahar Ganj, Patel Nagar, Shankar Road and Yamuna Vihar).

Circle	Division	Sub-Division	Complaint Centre	Area in Km2	Grid
Central	05	15	12	33.2	22
North East	04	13	12	57.1	14
South East	05	18	14	58.3	24

Division wise details are also attached herewith

Area Details _ Distribution				
Circle	Division	Area (Sq KM)	Name of Sub Division	Complaint Centre
Central Circle	Chandni Chowk (CCK)	6.1	Hamilton Road	Hamilton Road
			Lahori Gate	Lahori Gate
			Town Hall	Old Lajpat Rai Market / Town Hall
	Paharganj (PHG)	3.6	BG Road	BG Road
			PP Quarters	PP Quarters
			Ram Nagar & Chuna Mandi	Ram Nagar & Chuna Mandi
	Daryaganj (DRG)	9	Daryaganj	
			Jama Masjid	Jama Masjid / Hauz Quazi
			Minto Road	Minto Road [Ansari Road]
	Patel Nagar (PNR)	5.7	East Patel Nagar	East Patel Nagar
			Kikarwala	Kikarwalan [Sarai Rohilla]
			Sarai Rohilla	
Shankar Road (SRD)	8.7	Chapperwala	Chapperwala	
		Shankar Road	Shankar Road/Pusa Road	
		Pusa Road		
North East Circle	GT Road (GTR)	7.6	E&F DilshadGardan	E&F DilshadGardan
			G T Road	G T Road
			Zafrabad	Zafrabad
	NandNagari	12.5	C-2 NAND NAGRI	C-2 NAND NAGRI

South East Circle	(NNG)		MIG East of Loni Road	MIG East of Loni Road
			Sudamapuri	Sudamapuri
	Karawal Nagar (KWN)	18.8	GokulPuri	GokulPuri
			Karawal Nagar	Karawal Nagar
			Sonia Vihar	Sonia Vihar
	Yamuna Vihar (YVR)	18.2	C-12 YVR	C-12 YVR
			Ghonda	Ghonda
			Seelampur	Seelampur/Shastri Park
			Shastri Park	
	Karkardooma (KKD)	9.6	Kasturba Nagar	Kasturba Nagar / VivekVihar
			Saini Enclave	Saini Enclave
			VivekVihar	
	Krishna Nagar (KRN)	8.2	GaganVihar	GaganVihar
			Gandhi Nagar	Gandhi Nagar
			Geeta Colony	Geeta Colony
		Kanti Nagar		
		Krishna Nagar	Krishna Nagar / Kanti Nagar	
Laxmi Nagar (LNR)	19.8	MadhuVihar	MadhuVihar	
		Mandawali	Mandawali	
		PreetVihar	PreetVihar	
		PriyadarshniVihar	PriyadarshniVihar	
MayurVihar (MVR)	14	Pocket-C MayurVihar II	Pocket-C MayurVihar II	
		P-Pandav Nagar	P-Pandav Nagar / TrilokPuri 13-Block	
		TrilokPuri 13-Block		
Vasundhara Enclave (VSE)	6.7	MayurVihar III	MayurVihar III	
		New Ashok Nagar		
		Vasundhara Enclave	Vasundhara Enclave/ New Ashok Nagar	

ANNEXURE: V-I-B: LIST OF OFFICE PREMISES& RESOURCE DEPLOYMENT PLAN

Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per following format

DIV.	Locations	Covered Area in Sq mtr	Plot Area	Shift	Supervisor	Technical Staff (Electrician, Plumber, Carpenter)	Housekeeper	Office Boy & Loader	Gardner	Tea Coffee Operator
DLG	DIV. OFFICE DILSHAD GARDEN	1350	2788	Day Shift (7:30a.m to 4:30p.m)						
	A BLOCK,METER STORE, JHILMIL INDL AREA	544	557	Day Shift (7:30a.m to 4:30p.m)						
	SHAHDR STORE DILSHAD GARDEN	146	251	Day Shift (7:30a.m to 4:30p.m)						
	O & M OFFICE B-BLOCK	270	557	Day Shift (7:30a.m to 4:30p.m)						
	DISPENSARY SEEMAPURI	146	251	Day Shift (7:30a.m to 4:30p.m)						
	DSIDC GRID	544	5138.62	Day Shift (7:30a.m to 4:30p.m)						
NNG	BM (COMML) TAHIRPUR NAND NAGRI	450	6750	Day Shift (7:30a.m to 4:30p.m)						
	C2 NNG			Day Shift (7:30a.m to 4:30p.m)						
	MANAGER (O&M) MIG FLATS NNG	540	557	Day Shift (7:30a.m to 4:30p.m)						
KWN	BM (COMML)BHAGIRATHI KRW	450	7200	Day Shift (7:30a.m to 4:30p.m)						
YVR	COMMERCIAL OFFICE, C-7 YVR	540	557	Day Shift (7:30a.m to 4:30p.m)						

	(O&M) OFFICE C-6 DIV. YVR	150	257	Day Shift (7:30a.m to 4:30p.m)						
	DISPENSARY , C-11 YVR	146	251	Day Shift (7:30a.m to 4:30p.m)						
SRD	COMM. OFF., SRD PLUS CHD,CASH OFFICE	6238	3646	Day Shift (7:30a.m to 4:30p.m)						
	SCADA Office 3RD FLOOR			THREE SHIFT (round the clock)						
	O&M (DIV.) R -BLOCK, SRD	293	293	Day Shift (7:30a.m to 4:30p.m)						
	DISPENSARY SHANKAR ROAD	146	251	Day Shift (7:30a.m to 4:30p.m)						
DRG	BM OFFICE KAMLA MARKET	1300	2000	Day Shift (7:30a.m to 4:30p.m)						
	AGM OFFICE COMPLEX GANDHI MARKET	1500	3100	Day Shift (7:30a.m to 4:30p.m)						
	LOK ADALAT MATA SUNDRI ROAD	500	300	Day Shift (7:30a.m to 4:30p.m)						
	DISPENSARY	146	251	Day Shift (7:30a.m to 4:30p.m)						
	BM (O&M) OFFICE MINTO ROAD	570	285	Day Shift (7:30a.m to 4:30p.m)						
	STORE RAJ GHAT			Day Shift (7:30a.m to 4:30p.m)						
PHG	B.M. OFFICE PAHARGANJ, ARAM BAGH	560	570	Day Shift (7:30a.m to 4:30p.m)						
	MANAGER (O&M) OFFICE C- BLOCK	292	275	Day Shift (7:30a.m to 4:30p.m)						
	MOTIA KHAN CASH AND CPC OFFICE	292	275	Day Shift (7:30a.m to 4:30p.m)						
	Ram Nagar Comp.Cent	262	262	Day Shift (7:30a.m to 4:30p.m)						

	PP Qtr	739	369	Day Shift (7:30a.m to 4:30p.m)						
PTN	DIVISION OFFICE PATEL NAGAR	471	294	Day Shift (7:30a.m to 4:30p.m)						
	BM (O&M) PATEL NAGAR	266	266	Day Shift (7:30a.m to 4:30p.m)						
	vigilance Office Prasad Nagar	305	2035	Day Shift (7:30a.m to 4:30p.m)						
	TRIPOLIA DISPENSARY	146	251	Day Shift (7:30a.m to 4:30p.m)						
CCK	TOWN HALL, CHANDNI CHOWK	731	2148	Day Shift (7:30a.m to 4:30p.m)						
	(O&M) OFFICE , Paiwalan , CCK	286	143	Day Shift (7:30a.m to 4:30p.m)						
HO	HO Office BYPL Shakti Kiran Building	4325	2843	Two Shift (7:30 a.m to 4:30 p.m and 2p.m to 10 p.m)						
	CGRF, Red Build, Near KKD Court	650	2700	Day Shift (7:30a.m to 4:30p.m)						
	Circle Control & APO (CC)	670		Day Shift (7:30a.m to 4:30p.m)						
	Corporate Complex, CBD-II	1525	3375	Day Shift (7:30a.m to 4:30p.m)						
CBD III	Savita Vihar, Meter Testing Lab	292	251	Day Shift (7:30a.m to 4:30p.m)						
	VIVEK VIHAR PH-I,B- Block(O&M) Office & Complaint Centre	540	557	Day Shift (7:30a.m to 4:30p.m)						
	Complaint Center, Kasturba Nagar JLM	544	557	Day Shift (7:30a.m to 4:30p.m)						
	Preet Vihar Grid (EMC & Protection)	549	3441	Day Shift (7:30a.m to 4:30p.m)						
	CBD-III Grid, Corporate Annexe	1525	3375	Day Shift (7:30a.m to 4:30p.m)						

MVR I & II	BM (Comm) MVR-1	540	557	Day Shift (7:30a.m to 4:30p.m)						
	O&M Office Sadar Apptt. Chilla Gaon	270	557	Day Shift (7:30a.m to 4:30p.m)						
	Complaint Center Trilokpuri 13 blk	76	418	Day Shift (7:30a.m to 4:30p.m)						
	Trilok Puri Dispensary	272	557	Day Shift (7:30a.m to 4:30p.m)						
	Anand Lok Comp.Center and Cash Counter 8 no			Day Shift (7:30a.m to 4:30p.m)						
MVR III	BM (Comm) MVR-III	557	270	Day Shift (7:30a.m to 4:30p.m)						
	O&M Office S/STN No. 2 Vasundhara Enclave MVR	270	557	Day Shift (7:30a.m to 4:30p.m)						
	Vasundhara Enc MMG 4 Comp Cent 4 New Kondli			Day Shift (7:30a.m to 4:30p.m)						
LNR	COMML OFFICE LAKSHMI NAGAR RADHU CINEMA	1759	2700	Day Shift (7:30a.m to 4:30p.m)						
	Office S/STN 13 Z-2504, Madhu Vihar	272	557	Day Shift (7:30a.m to 4:30p.m)						
	KCC, Sub Station No. 15 PPG IP Extn.	272	557	Day Shift (7:30a.m to 4:30p.m)						
	11 KVA S/STN 11 PPG DGM (EHV-TRL) East, Near BALCO APPTT.	272	557	Day Shift (7:30a.m to 4:30p.m)						
	Technical Training Center, Industrial Area, PPG	400	557	Day Shift (7:30a.m to 4:30p.m)						
	KCC Office S/Stn 14 PPG	272	557	Day Shift (7:30a.m to 4:30p.m)						
	O&M Office S/STN 7 PPG	540	557	Day Shift (7:30a.m to 4:30p.m)						
	GIS Office S/STN No. 4 PPG	270	557	Day Shift (7:30a.m to 4:30p.m)						

	Enforcement Depptt Sub Station No. 5	400	557	Day Shift (7:30a.m to 4:30p.m)						
	MLCC Office, A Block Preet Vihar, Ghai Place	312	250	Day Shift (7:30a.m to 4:30p.m)						
	Central Workshop Area PPG Industrial Area (Store & Workshops)	1193	12443	Day Shift (7:30a.m to 4:30p.m)						
	Switch Gear Work Shop Gh-1	450		Day Shift (7:30a.m to 4:30p.m)						
	Planning & Construction Depptt. S/STN 02 PPG	272	557	Day Shift (7:30a.m to 4:30p.m)						
	Sub Station No. 16 PPG IP Extn.	272	557	Day Shift (7:30a.m to 4:30p.m)						
KRN	COMML OFFICE , F-15/2 KRN	616	801	Day Shift (7:30a.m to 4:30p.m)						
	O&M OFFICE 18 BLK GEETA COLONY	292	301	Day Shift (7:30a.m to 4:30p.m)						
	DISPENSARY LAL QUARTER	146	251	Day Shift (7:30a.m to 4:30p.m)						
		40883	84474.62							

ANNEXURE: V-I-C: MOBILE CLEANING LOCATION DETAILS

SR No	ADDRESS	DIVISION	No of Cleaning in a day
1	MMG office MVRPH-1 & 2	Mayur Vihar 1&2	Three Times
2	S/Stn No.01 Near Glaxo Aptt (EV Charging Station)	Mayur Vihar 1&2	Three Times
3	S/Station No 6	Mayur Vihar 3	Three Times
4	Mulla Colony Scrap Store	Mayur Vihar 3	Three Times
5	Cash office Shakarpur Grid	Laxmi Nagar	Three Times
6	Shakar pur Grid one time	Laxmi Nagar	Three Times
7	Zone 2501, Priyadarshni vihar Complaint centre	Laxmi Nagar	Three Times
8	Zone 2502, Preet vihar complaint centre	Laxmi Nagar	Three Times
9	Zone 2503 Mandawali complaint centre	Laxmi Nagar	Three Times
10	Gazipur store	Laxmi Nagar	Three Times
11	GH 1 Scrap store office	Laxmi Nagar	Three Times
12	S/Station No 6 And Compliant Centre	Laxmi Nagar	Three Times
13	S/ Station no 16 EHV and P&E	Laxmi Nagar	Three Times
14	PPG Industrial Area 66 KV Grid S/stn Switch gear work shop	Laxmi Nagar	Three Times
15	Complaint centre krishna Nagar (C Block Lal Quarter)	Krishna Nagar	Three Times
16	Complaint centre Gandhi Nagar (17 Block Kanchan Apartment)	Krishna Nagar	Three Times
17	Complaint centre Geeta colony (8 A Block)	Krishna Nagar	Three Times
18	Complaint centre Gagan Vihar	Krishna Nagar	Three Times
19	Complaint centre kanti Nagar	Krishna Nagar	Three Times
20	MMG 8 A Block geeta Colony	Krishna Nagar	Three Times
21	Cash office Gandhi Nagar	Krishna Nagar	Three Times
22	cash office kanti Nagar	Krishna Nagar	Three Times
23	Cash Office Kailash Nagar	Krishna Nagar	Three Times
24	Surajmal Vihar C&M Store	Jhilmil	Three Times
25	Saini Enclave	Jhilmil	Three Times
26	KKD Store	Jhilmil	Three Times
27	Dwarka puri Grid EHV office	Dilshad Garden	Three Times
28	Zafarabad DDA Flat Complaint Centre & Cash countre	Dilshad Garden	Three Times
29	E&F Dilshad garden Complaint Centre & Cash Counter	Dilshad Garden	Three Times
30	GTR Shahdara complaint office	Dilshad Garden	Three Times
31	Yamuna Vihar Grid (Cash countre)	Yamuna Vihar	Three Times
32	C-8, store, O&M office YVR	Yamuna Vihar	Three Times
33	Seelam Pur Grid (Cash Countre)	Yamuna Vihar	Three Times
34	Shastri Park Grid enforcement Meter Store	Yamuna Vihar	Three Times
35	Shastri Park grid (Cash countre)	Yamuna Vihar	Three Times
36	C-12 Complaint Centre Yamuna vihar	Yamuna Vihar	Three Times
37	Seelam Pur Complaint centre (Cash Countre)	Yamuna Vihar	Three Times
38	Shastri park complaint centre	Yamuna Vihar	Three Times

39	Yamuna Vihar Grid DGM Room /C-10 Yamuna Vihar	Yamuna Vihar	Three Times
40	Soniya Vihar complaint centre and cash office	Karawal Nagar	Three Times
41	khajuri khas (Soniya vihar) transformer Store and workshop	Karawal Nagar	Three Times
42	karawal Nagar Grid Cash office at main karawal road	Karawal Nagar	Three Times
43	Gokulpuri complaint centre	Karawal Nagar	Three Times
44	Complaint centre karawal nagar Mukhiya market	Karawal Nagar	Three Times
45	GTB Store	Nand Nagri	Three Times
46	LIG complaint center	Nand Nagri	Three Times
47	West Jyoti Nagar Complaint centre	Nand Nagri	Three Times
48	C2 nand nagri complaint centre	Nand Nagri	Three Times
49	66 KV ghonda grid cash countre	Nand Nagri	Three Times
50	MMG fountain	CCK	Three Times
51	FLC Off Kashmiri gate	CCK	Three Times
52	Lahori Gate Sub Divi/complaint centre	CCK	Three Times
53	Lahori gate cash office	CCK	Three Times
54	Hamilton road complaint Centre	CCK	Three Times
55	Lajpat rai Market complaint centre	CCK	Three Times
56	Jama Masjid complaint centre	Darya Ganj	Three Times
57	Ghata masjid complaint centre	Darya Ganj	Three Times
58	hauz Khas complaint centre	Darya Ganj	Three Times
59	Chuna Mandi cash Office	Pahar Ganj	Three Times
60	Shastri Park MMG	Shankar Road	Three Times
61	Pusa road complaint	Shankar Road	Three Times
62	Chheper wala cash	Shankar Road	Three Times
63	Chheper wala complaint	Shankar Road	Three Times
64	Cash counter Anand Parbat industrial area	Patel Nagar	Three Times
65	East patel Nagar Complaint centre 18 block East patel nagar	Patel Nagar	Three Times
66	Kikarwala chowk complaint centre. Dev nagar karol bagh	Patel Nagar	Three Times
67	Sarai Rohilla complaint centre, Main rohtak road	Patel Nagar	Three Times

ANNEXURE: V-I-D: COLONY DETAILS & RESOURCE DEPLOYMENT PLAN

Number of resources to be deployed by the Contractor at all-time shall be specified by the bidder as per following format :

S.No.	Colony Name	Type	Sub station Address	Total No of Flats	Covered Area per flat	Covered Area in Sq mtr	Plot Area	HK Staff	Technical Staff	Supervisor	Gardener	Lift Operator	Pump Operator
1	Sub Station Flat	3	S-stn no. 19, IP Extn. Near Sita Ram Appt. PPG, LNR	1	70	70	540						
2	Sub Station Flat	3	S-stn no. 8, flat no. 1 Near Ryan Public School	1	75	75	557.42						
3	Sub Station Flat	3	S-stn no. 8, flat no. 2 Near Ryan Public School	1	75	75							
4	Sub Station Flat	3	E-Blk, CBD-III, Near Cross River Mall	1	70	70	540						
5	Sub Station Flat	3	S-Stn-1, flat no. 1, A-1 Block MVR III	1	75	75	557.62						
6	Sub Station Flat	3	S-Stn-1, flat no. 2, A-1 Block MVR III	1	75	75							
7	Sub Station Flat	3	S-stn Flat no 2, Commercial Complex MVR-I Near Petrol Pump	1	70	70	557.62						
8	Sub Station Flat	3	S-stn no. 5, Comercial Complex MVR-I, Near Hilton Hotel	1	70	70	333.4						
9	Sub Station Flat	3	S-Stn flat Madhuban behind DDA Market	1	70	70	250.71						

10	Sub Station Flat	3	S-Stn flat no.1, Glaxo Aptt. Opposite MVR Ext. Metro Station	1	70	70	330.92						
11	Sub Station Flat	3	S-Stn flat no.2 Glaxo Aptt. Opposite MVR Ext. Metro Station	1	70	70							
12	Sub Station Flat	3	S-Stn no. 9 MVR III Near Nagarjun Apptt.	1	70	70	557.62						
13	Sub Station Flat	3	Type III Flat S-Stn no. 3 IP Extn. (Near Swati Apptt.	1	70	70	557.62						
14	Sub Station Flat	3	S-Stn 8, IP Extn. Near Max Hospital	1	70	70	557.62						
15	Sub Station Flat	3	Sub-Stn flat, C-Block, Nirman Vihar	1	70	70	250.71						
16	Sub Station Flat	3	Sub Stn. No. 1, Near ASN School, MVR- I	1	70	70	557.62						
17	Sub Station Flat	3	S-Stn. 18, IP Extn. PPG Near Sagar Apptt.	1	70	70	557.62						
18	Sub Station Flat	3	Sub-Stn Flat, Pratap Khand	1	70	70	270						
19	Sub Station Flat	5	B BLOCK, YOJNA VIHAR	1	190	190	250.43						
20	Sub Station Flat	5	Anand Lok, Opp. Supreme Enclave, MVR-1	1	144	144	557.62						
21	Sub Station Flat	5	Bank Enclave	1	171	171	250.7						
22	Urja vihar (Mandawali)	4		96	89	8544	15667						

23	Aram Bagh	2		10	47.38	473.8	470.92						
24	Kabool Nagar	1		25	25.64	641	1800						
25	Kabool Nagar	3		7	45	315							
26	Tripolia	1		288	25	7200	617145						
27	Tripolia	2(FF)		36	38	1368							
28	Tripolia	2(GF)		36	46	1656							
29	Tripolia	3		53	53	2809							
30	Tripolia	4		16	83	1328							
				Total		26119.8	643118.17	0	0	0	0		

ANNEXURE: V-I-E: DETAILS OF ALLIED SERVICES

Division	On Rent Basis				AMC	
	No of Heater	No of Blower	Dessert Cooler	Dessert Cooler Stand	Ceiling Fan	Water Cooler
MVR I&II	50	59	23	-	67	3
CBDIII	100	45	40	-	100	5
NNG	45	22	39	-	67	2
LNR(O&M)	50	44	38	-	-	-
KWN	30	15	20	-	40	1
CCK	30	25	30	14	58	6
PTN	41	17	22	-	53	2
Shankar Road	57	26	28	5	175	4
LNR	73	62	50	-	242	16
HO	30	43	25	-	43	5
YVR	50	18	40	-	107	2
KRN	67	18	39	-	86	4
MVR III	65	20	40	-	45	3
GTR	75	42	40	15	125	6
Daryaganj	60	18	23	23	128	8
PHG	56	28	28	-	83	5
Gandhi Market	68	45	41	-	100	-
Total	947	547	566	57	1519	72

ANNEXURE: V-I-F: DETAILS OF PLANTS ON RENTAL BASIS

S. NO.	Office Location	Qty (Indoor and Outdoor)
1	Sub Stn no-15 patpar Ganj New Delhi	45
2	Shankar Road New Delhi	80
3	Scada Office Shankar road New Delhi	55
4	GT road dilshad garden	70
5	Gandhi market 33 KV	70
6	Laxmi Nagar	45
8	Head Office Karkardooma	500
9	Training Center 365 PPG	15
10	MVR I&II and III	150
11	Enforcement 5	25
12	CGRF	40
	Total Qty	1095

ANNEXURE: V-I-G: DETAILS OF TANKS FOR WATER CLEANING

Sr. No.	Division	Tank Capacity																	U/G /O/H TANK	Total Volume in Ltr
		20000	15000	10000	5000	3000	2500	2000	1700	1500	1000	750	700	500	400	300	250	200		
1	CCK	-	-	-	-	-	-	-	-	-	7	-	-	14	-	-	-	-	-	-
2	PHG	-	-	-	-	-	-	-	-	1	10	-	-	11	-	-	-	-	-	-
3	DRG	-	-	-	-	-	-	1	-	1	6	-	-	7	-	-	-	-	-	-
4	G. Mkt	-	-	-	-	4	-	1	-	3	3	-	-	7	-	-	-	-	-	-
5	SRD	1	-	3	2	-	-	-	-	-	6	-	-	5	-	-	-	-	-	-
6	PTN	-	-	-	-	-	-	-	-	-	9	-	-	4	-	-	-	-	-	-
7	HO	-	4	-	-	-	-	2	-	-	3	-	-	3	-	-	-	-	77000	-
8	JLM	-	-	-	-	-	-	-	-	-	12	-	-	17	-	2	-	-	-	-
9	YVR	-	-	-	-	-	-	-	-	-	4	-	-	17	-	2	2	-	-	-
10	NNG	-	-	-	-	-	-	-	-	-	6	-	-	13	-	-	-	-	-	-
11	KRN	-	-	-	-	-	-	-	-	-	-	-	-	24	-	-	-	-	-	-
12	LNR	-	-	-	-	1	-	-	-	-	8	-	-	12	-	-	-	-	-	-
13	LNR-2	-	-	-	-	-	-	-	-	-	4	-	-	21	-	-	-	-	-	-
14	MVR I&II	-	-	-	-	-	-	-	-	-	9	-	-	11	-	-	-	-	-	-
15	GTR	-	-	-	-	-	-	-	-	-	5	-	-	19	-	2	-	-	-	-
16	KWN	-	-	-	-	-	-	-	-	2	3	-	-	13	-	-	-	-	-	-
17	MVR III	-	-	-	-	-	-	-	-	1	3	-	-	10	-	1	-	-	-	-
18	URJA VIHAR	-	-	-	-	-	-	-	-	-	96	-	-	0	-	-	-	-	385000	-
		1	4	3	2	5	0	4	0	8	194	0	0	208	0	7	2	0	-	-
Total Vol.		20000	60000	30000	10000	15000	0	8000	0	12000	194000	0	0	104000	0	2100	500	0	462000	917600

ANNEXURE: V-I-H: VEHICLE DETAILS FOR FLEET MANAGEMENT

Sr. No	Vehicle Make	Nos.	Shift
1	Altis	1	2
2	Innova	1	1
3	Cash Van (Bolero	3	1
4	Eeco	6	3
5	Eeco	3	2
6	Eeco	25	1
7	Eeco Ambulance	1	3
8	FLC 11 KV Bolero	2	3
9	FLC 11 KV Bolero	1	2
10	FLC 11 KV Bolero	6	1
11	FLC 33KV SML	2	1
12	Fork Lift	1	1
13	Hydra Crane	2	1
14	Mahindra Virto EV	2	1
15	Maruti Van	1	2
16	Maruti Van	7	1
17	Tata Nexon EV (New)	4	2
18	Tata Nexon EV (New)	3	1
19	Tower Wagon SML	1	3
20	Tower Wagon SML	2	2
21	Tower Wagon SML	7	1
22	Toyota Etios	1	3
23	Toyota Etios	4	1
24	Truck (Close Body)	4	1
25	Truck SML (Open Body)	1	2
26	Truck SML (Open Body)	6	1
27	Wagon R	2	2
28	Wagon R	3	1
Total Vehicles		102	

ANNEXURE: V-I-I: INVENTORY FOR FURNITURE REPAIRING

Sr.No.	Furnitue Description	Total Count (Nos)
1	Bench	229
2	Cane Chair	1,054
3	Cushion Chair	2,472
4	Doctor Chair	2
5	Iron Stool	23
6	Judge's Chair-Wooden	6
7	Perforated Chair	945
8	Revolving Chair	4,250
9	Sofa	87
10	Wooden Bench	129
11	Wooden Chair	215
12	Cup Board	21
13	Almirah	2,264
14	Iron Drawer	30
15	Wooden Drawer	1,006
16	Steel Locker	413
17	Steel Rack -	2,401
18	Wooden Rack	511
19	Table	2,909
20	Cubicles	276
21	Workstation	776
	Total	20,019

ANNEXURE: V-I-J: DETAILS OF TEA/COFFEE VENDING MACHINE LOCATIONS

SI No	Location	No of Machine Installed
1	CBD-III Grid, Corporate Annexe	2 Machine
2	HO Office BYPL Shakti Kiran Building	2 Machine
3	KCC, Sub Station No. 15 PPG IP Extn.	1 Machine
4	Technical Training Center, 365 Industrial Area, PPG	1 Machine
5	SCADA Office, Shankar Road	1 Machine

ANNEXURE: V-I-K: LOCATION WISE AC TONNAGE DETAILS

1) DETAILS FOR SPLIT, WINDOW, CASSETTE & DUCTABLE AC

Deptt.	Window AC 1.5 Ton	Split AC 1.5 Ton	Window AC 2 Ton	Split AC 2 Ton	Cassette Split AC 4 Ton	Duct. Split AC 5.5 Ton	Duct. AC 7.5 Ton	Duct. Split AC 11Ton	Total No of AC	Tonnage
KKD	19	39		19	11	4	3	10	105	323.5
CBD-3	43	41	2	22			1	3	112	214.5
KRN	30	14		0					44	66
NNG	20	11		3					34	52.5
PHG	30	9		2					41	62.5
DRG-1	52	26		1					79	119
GTR	49	25	4	7					85	133
PTN	10	19	0	4					33	51.5
KWN	26	15		2					43	65.5
KML (DRG-2)	14	18							32	48
YVR	26	27		0					53	79.5
CCK	22	16		5					43	67
MVR1&2	20	8		1					29	44
MVR-3	10	16		2				2	30	65
LNR-1	48	50		11				2	111	191
LNR-2	55	26		11			2		94	158.5
SRD	28	30		9	4				71	121
Total	502	390	6	99	15	4	6	17	1039	
TOTAL TONNAGE	753	585	12	198	60	22	45	187		1862

2 DETAILS FOR VRF& PAC

Sl.No	Description	Make	Capacity in HP	Quantity	Total Capacity in HP
A	Variable Refrigerant Flow (VRF) AC's at various locations of BYPL				
1	KKD 3rd Floor	Hitachi	84HP/66Ton	6 (11 T Each)	252
2	KRN CHD Office		28HP/22 Ton	2 (11 T Each)	
3	NNG CHD Office		28HP/22 Ton	2 (11 T Each)	
4	PTN CHD Office		14HP/11Ton	1 (11 T Each)	
5	KWN CHD Office		42HP/33Ton	3 (11 T Each)	
6	KML (DRG-2) CHD Office		28HP/22 Ton	2 (11 T Each)	
7	MVR1&2 CHD Office		28HP/22 Ton	2 (11 T Each)	
8	KRN (Krishna nagar(Grid))	Blue star	28/HP22Ton	2 (11 T Each)	28
9	SRD(DMS)	LG	64 HP/50 Ton	4(16HP Each)	64
10	SRD(SCADA)	LG	84HP/66Ton	2(20HPEach) 2(16HP Each)1(12HP)	84
C	Precision Air Conditioner's (PAC) at Shankar Road				
11	SRD (Server Room)	Schneider	28HP/22 Ton	2(14HP Each)	28
Total Capacity in HP					456

ANNEXURE: V-I-L: RO DETAILS

SI No	Make	No of RO	Location
1	RO 250 LPH, Make: Kemflw	1	HO Office BYPL Shakti Kiran Building
2	RO 50 LPH	1	Savita Vihar, Meter Testing Lab

ANNEXURE: V-I-M: DETAILS OF LIFT AND FIRE PUMP OPERATION

A) LIFT DETAILS

SI No	Location	No of Lifts	Year of Installation	Capacity	Make
1	Urja Vihar	6 No (2 in each Block)	2018	544Kg/ 8 persons	Kone
2	Head Office Karkadooma	1	2010	612 Kg/9 persons	Schindler

B) FIRE PUMP DETAILS

SI no	Location	No. of Motor	Year of Installation	Capacity	Make
1	Urja Vihar (Pump Room)	1	2000	30 HP	Kirloskar
2	Urja Vihar (Pump Room)	2	2000	12.5 HP	Kirloskar
3	Urja Vihar (Pump Room)	1	2000	3HP	Kirloskar
4	Urja Vihar Park(Jal Board)	1	2000	5HP	Kirloskar
5	Urja Vihar Park (Jal Board)	1	2021	5HP	Kirloskar
6	Urja Vihar (Safety tank)	1	2000	2 HP	Kirloskar
7	Urja Vihar (Fire room)	1	2000	75 HP	Kirloskar
8	Urja Vihar (Fire room)	1	2021	20 HP	Kirloskar
9	Urja Vihar (Terrace)	3	2000	20 HP	Kirloskar
10	Urja vihar(Park)	1	2000	7HP	Kirloskar
11	DG - Urja Vihar (Fire Room)	1	2000	90 HP	Kirloskar

ANNEXURE: V-I-N: DETAILS OF MONTHLY AVERAGE PHOTOCOPIES

S.No.	Location Of Office	Monthly Average Photocopies
1	Town Hall, Chandni Chowk	6633
2	Commercial Office, C-7 YVR	9896
3	AGM Office Complex Gandhi Market	26701
4	BM Office Kamla Market	6277
5	Comm. Off., SRD Plus CHD,Cash Office	26685
6	Div. Office Dilshad Garden	9621
7	BM (CommI)Bhagirathi KRW	5915
8	Lok Adalat Mata Sundri Road	10055
9	HO Office BYPL Shakti Kiran Building	26684
10	Enforcement Deptt Sub Station No. 5	17431
11	CBD-III Grid, Corporate Annexe	17431
12	Dy Gen. Mgr.(B)Division Laxmi Nagar	16199
13	KCC, Sub Station No. 15 Ppg IP Extn.	3000
14	Vigilance Office Prasad Nagar	4500

**ANNEXURE - V-II-A: BYPL OFFICES & LOCATIONS DETAILS FOR
DEPLOYMENT OF SECURITY PERSONNEL**

The bidder shall provide details of the proposed manpower deployment in the following table :

S.No	ASSET/ LOCATION	NUMBER OF LOCATIONS	PROPOSED DEPLOYMENT			
			SUP 8hrs	GD 8hrs	GNM 8hrs	TOTAL
1	Corporate Office	1				
2	SCADA	1				
3	Division Offices & Div Cash Counters	14				
4	Unmanned 33KV & 66KV Grids	54				
5	C&M Stores	8				
6	Cash Collection Centers / Cash Chest / Cash Van	47				
7	O&M Offices & Stores	60				
8	Complaint Centers / Enforcement Office / Vigilance Office / CGRF / Residential Colony	45				
	Total	230				

ANNEXURE - V-II-B: BYPL SECURITY STAFF SELECTION CRITERIA

SN	Category	Age (in Yrs)		Education	Exp. (in Yrs)	Height (Cm)	Weight (Kg)		Eye Sight
		Min	Max	Min	Min	Min	Min	Max	Std.
1	Security Guard	20	45	10th	1	170	65	85	6/6
2	Gun Man	30	45	10th	3	165	65	85	6/6
3	Security Sup. / Field Officer	30	45	12th	5	170	65	85	6/6
4	Lady Guard	25	45	10th	1	155	55	70	6/6

ANNEXURE - V-II-C: GENERAL CRITERIA FOR SECURITY SERVICES

Subject	Recommendations
General Requirements	The candidate must be at least 20 years of age for unarmed security and 30years of age for armed security& supervisory role, with provision that the candidate must be able to perform the duties as required. Maximum age must not exceed 45yrs at the time of recruiting and 58yrs for completion of service.
Personal Information	The candidate must submit all his personal documents to including Birth Certificate, education certificate, address proof, bank details, Aadhaar Card, PAN Card etc.
Education	The candidates must qualify the required education criteria as per above selection criteria table. - Also, the applicant should demonstrate an ability to read, write and speak Hindi/English language most appropriate to his or her assigned duties.
Verification of character, antecedents & Criminal History	The agency must be able to provide the candidate's character & antecedent's verification certificate, further also obtain a Police verification certificate from the local PS from where the candidate belongs. A family verification must also be done where ever possible.
Employment Verification	Verification of a candidate's current and previous employer's addresses and phone numbers for at least the last two years. Candidates with prior military service may be required to provide their service record Book.
Fingerprints	The Candidate is required to provide his/her Bio-metric impression during the processing of his/her ID Card at BPL. (This could be utilized by the company for further verification.)
Drug Screening	Pre-Employment candidates must have undergone near medical drug screen test. Post-employment: Random drug testing, as part of the employer policy, should be conducted by using a valid random methodology.

ANNEXURE - V-II-D: TRAINING CRITERIA FOR SECURITY SERVICES

Subject	Recommendations
Training	<p>The training syllabus must be designed in accordance with the National Skill Qualification Framework and the state wise security certification program. For entry level, this training shall be for a minimum period of hundred hours of classroom instruction and sixty hours of field training spread over at least 20 days.</p> <p>The Ex-servicemen and former Police personnel shall however be required to attend a condensed course only, of minimum forty hours of class room instructions and sixteen hours of field training spread over at least 7 days of working days.</p>
Training Topics	<p>Training should include the following Core training topics:</p> <ol style="list-style-type: none"> 1. Nature and Role of Private Security Guards <ol style="list-style-type: none"> a) Security Awareness <ol style="list-style-type: none"> i. Private Security Guards and the Criminal Justice System ii. Information sharing iii. Crime and Loss prevention b) Security Guards Conduct <ol style="list-style-type: none"> i. Ethics ii. Honesty iii. Professional Image 2. Observation and Incidents Reporting <ol style="list-style-type: none"> a) Observation Techniques b) Note Taking c) Report Writing d) Patrolling Techniques 3. Principles of Communications <ol style="list-style-type: none"> a) Interpersonal Skills b) Verbal Communication Skills c) Customer Service and Public Relations 4. Principles of Access control <ol style="list-style-type: none"> a) Ingress and egress control procedures b) Electronic security systems 5. Principles of Safeguarding Information <p>Proprietary and Confidential</p> 6. Emergency Response Procedures <ol style="list-style-type: none"> a) Critical Incidents Response (eg. Natural disasters, accidents human caused events) b) Evacuation Processes 7. Life Safety Awareness Training <ol style="list-style-type: none"> a) Safety Hazards in the workplace/Surroundings b) Emergency Equipment Placement

- c) Fire Safety & Prevention Skills
- d) Hazardous Materials
- e) Occupational Safety and Health requirements

8. Job Assignment and Post Orders

Depending upon the requirements and specifications applicable to the assignment, consideration should be given to the following additional training topics which include but are not limited to;

- a) Employer Orientation and Policies
- b) Substances abuses.
- c) Communications Modes (e.g., telephones, mobiles, radios, computers etc)
- d) Workplace Violence
- e) Conflicts Resolution Awareness
- f) Traffic Control and Parking Lot Security
- g) Crowd Control
- h) Procedures for First Aid, Cardiopulmonary Resuscitation (CPR), and Automatics External Defibrillators (AEDs)
- i) Crisis Management
- j) Labor Relation (strikes, lockouts, etc.)
- k) Identification of Improvised explosive devices
- l) Badges of rank in police and military forces
- m) Identification of different types of arms in use in Public and Police
- n) Leadership and management (for Supervisors only)
- o) The Gunmen deployed with cash vans should know driving and shall have a valid driving license.

ANNEXURE - VI-A : UNIT RATES FOR PHOTOPIER SERVICES

Sr.No	Item Description	UoM	Unit Rate (Rs) e/x GST
1	A-0 Photo Copy Charges	EA	19.00
2	A-1 Photo Copy Charges	EA	8.50
3	A-2 Photo Copy Charges	EA	6.67
4	A-3 Photo Copy Charges	EA	0.85
5	A-4 Photo Copy Charges	EA	0.55
6	A-0 Photo Copy Charges (Color)	EA	180.00
7	A-1 Photo Copy Charges (Color)	EA	93.00
8	A-2 Photo Copy Charges (Color)	EA	70.00
9	A-3 Photo Copy Charges (Color)	EA	13.60
10	A-4 Photo Copy Charges (Color)	EA	9.00
11	A-0 Lamination Charges	EA	95.24
12	A-1 Lamination Charges	EA	65.00
13	A-2 Lamination Charges	EA	30.00
14	A-3 Lamination Charges	EA	13.00
15	A-4 Lamination Charges	EA	7.00
16	A-4 Spiral Binding	EA	15.00
17	A-3 Spiral Binding	EA	28.00
18	Wiro Binding	EA	21.00
19	Printout B/W A4 Size	EA	0.95
20	Scanning Legal Size	EA	0.90
21	Scanning A4 Size	EA	0.67
22	Drawing Floating A1-Size	EA	47.62
23	Hard Binding	EA	119.05
24	Scanning B/W A3 Size	EA	1.43
25	Scanning Color A3 Size	EA	6.60
26	Scanning Color A4 Size	EA	1.90
27	Color Separator	EA	1.90

**ANNEXURE - VI-B: UNIT RATES OF MISCELLANEOUS MATERIALS REQUIRED
FOR OFFICES / COLONIES**

Sr. No	Item Description	UoM	Unit Rate (Rs) e/x GST
Part:A			
1	Providing and fixing fly proof galvanised M.S. wire gauze to windows and clerestory windows using galvanised M.S. wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.63 mm. With 2nd class teak wood beading 62x19 mm	Sqm	500.00
2	Lowering & Lifting of pipe and motor pump from boring complete job as per direction of Engineer-in-charge complete job	Each	1800.00
3	Repairing of 3 HP Submercible pump by repairing of stage valve, steel body connecting screw, pump shaft socket, oil seal, roater polish, motor coupling, copper wire winding etc complete for to make it work properly. Old copper wire/parts will not be returned	Each	2200.00
4	Renewing glass panes with putty and nails wherever necessary-Glass panes weighing 10 kg/sqm i/c making arrangement for ladder/ jhulla etc upto floor four level..	Sqm	600.00
5	Renewing glass panes with wooden fillets wherever necessatya-Glass panes weighing 10 kg/sqm i/c making arrangement for ladder/ jhulla etc upto floor four level	Sqm	450.00
6	Providing & fixing motor with booster pump of 1 HP (make crompton or equivalent) including all electrical & G.I. connection complete.	Each	6500.00
7	Rewinding & Repairing of pump & mortor upto 0.5 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee). If the fault is not rectified at site then Contractor will have to fix a standby pump with motor.	Each	850.00
8	Rewinding & Repairing of pump & mortor above 0.5 HP and upto 1 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee). If the fault is not rectified at site then Contractor will have to fix a standby pump with motor.	Each	1180.00
9	Rewinding & Repairing of pump & mortor above 1 HP and upto 5 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	4200.00
10	Rewinding & Repairing of pump & mortor above 5 HP and upto 7.5 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	5150.00
11	Providing Fiber glass sheets 2 mm thick corrugated sheets roofing and fixing with polymer coated J, or L hooks, bolts and nuts 8mm dia. G.I. plain and bitumen washers complete excluding the cost of purlins, rafters and trusses: corrugated sheets. Upto 60 degree pitch.	sqm	640.00
12	P/F L & T make starter for running of 5/7 HP capacity booster pump.	each	1697.00

13	Rewinding and repairing of ceiling fans in various sub station flats i/c taking out and refixing ceiling fan from hook, cartage to work shop and back cost i/c replacement of bush, bearing, capacitor etc as required for proper functioning of ceiling fan complete and nothing extra shall be paid. Complaint shall be attended within one day and if the fault can not be rectified at site then a standby ceiling fan shall be provided. Dismantled material shall not be returned to store and if any fault occurs again in the fan then it shall be rectified by the vendor at his own cost in one season	Each	505.00
14	Providing and fixing ISI marked flush door shutters confirming to IS: 2202 (part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	Sqm	1320.00
15	Providing and fixing ISI marked flush door shutters confirming to IS: 2202 (part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 25 mm thick (for cupboard) including ISI marked nickel plated bright finished M.S. piano hinges with necessary screws.	Sqm	1150.00
16	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade. New work (two or more coats) over and including water thinnable priming coat with cement primer	Sqm	48.00
17	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @2.20kg/10 sqm)	Sqm	49.00
18	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	Sqm	24.00
19	Supply of glass panes with putty and nails wherever necessary - Glass panes weighing 10 kg/sqm	Sqm	350.00
20	Providing/ fixing Fiber glass sheets 2 mm thick plain or corrugated sheets roofing with polymer coated J, or L hooks, bolts and nuts 8mm dia. G.I. plain and bitumen washers complete excluding the cost of purlins, rafters and trusses	Sqm	500.00
21	Providing and fixing pre-coated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	525.00

22	Providing and fixing ISI marked flush door shutters confirming to IS: 2202 (part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	Sqm	1310.00
23	Providing and fixing ISI marked flush door shutters confirming to IS: 2202 (part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 25 mm thick (for cupboard) including ISI marked nickel plated bright finished M.S. piano hinges with necessary screws.	Sqm	1170.00
24	Supply of precast R.C.C. manhole cover and frame of required shape and approved quality L D- 2.5 Rectangular shape 600x450mm internal dimensions	Each	500.00
25	Supply of P.V.C water storage tank cover of approved make.	Each	95.00
26	Supply of precast R.C.C. manhole cover and frame of required shape and approved quality H D - 20 : Circular shape 560 mm internal diameter.	Each	990.00
27	Rewinding and repairing of ceiling fans in various sub station flats i/c taking out and refixing ceiling fan from hook, cartage to work shop and back cost i/c replacement of bush, bearing, capacitor etc as required for proper functioning of ceiling fan complete and nothing extra shall be paid. Complaint shall be attended within one day and if the fault can not be rectified at site then a standby ceiling fan shall be provided. Dismantled material shall not be returned to store and if any fault occurs again in the fan then it shall be rectified by the vender at his own cost in one season.	Each	500.00
28	Rewinding & Repairing of pump & motor upto 1 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee). If the fault is not rectified at site then Contractor will have to fix a standby pump with motor.	Each	1225.00
29	Rewinding & Repairing of pump & motor upto 7.5 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	4200.00
30	Repairing of 7.5 HP Submersible pump & motor by repairing of stage valve, steel body connecting screw, pump shaft socket, oil seal, rotor polish, motor coupling, copper wire winding etc complete . Old copper wire/parts will not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	5000.00
31	Rewinding & Repairing of pump & motor of 15 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	7900.00

32	Rewinding & Repairing of pump & motor of 20 HP Capacity including dismantling, refixing etc complete. The scrap material shall not be returned by the contractor (The pump/ motor repaired will have the six months operation guarantee).	Each	8200.00
33	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes SDR 7.4, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.,PN - 16 Pipe, 20 mm OD metre	Metre	220.25
34	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work PN - 16 Pipe, 20 mm OD (SDR - 7.4	Metre	145.00
35	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes SDR 7.4, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.,PN - 16 Pipe, 25 mm OD	Metre	100.00
36	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer)pipes, U V stabilized & anti - microbial fusion welded, having thermal stability for hot & cold water supply, including all PP - R plain & brass threaded polypropylene random fittings, including trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work PN - 16 Pipe, 25 mm OD(SDR - 7.4)	Metre	120.00
37	Supply ML-2F capacity L & T make star delta starter for running of 20 HP capacity booster pump.	Each	13000.00
38	Supply 3 phase volt meter of capacity 500 volt of L&T / AE make or of approved quality i/c making all connection at site.	Each	1000.00
39	Supply 3 phase Ampere meter of capacity upto 300 Ampere of L&T / AE make or of approved quality i/c making all connection at site.	Each	1000.00
40	Supply ML-2F capacity L & T make relay for star delta starter for running of 20 HP capacity pumps.	Each	1650.00
41	Supply ML-2F capacity L & T make kit for star delta starter for running of 20 HP capacity pumps.	Each	1700.00
42	Supply G.I elbow of 80mm N/size of approved quality	Each	425.00
43	Supply G.I elbow of 100mm N/size of approved quality	Each	480.00
44	Supply G.I Tee of 80mm N/size of approved quality	Each	725.00
45	Supply G.I Tee of 100mm N/size of approved quality	Each	860.00
46	Supply M.S Plug of 100mm N/size of approved quality	Each	260.00
47	Supply 12mm thick G.I. flange of outer size 200mm & bore size 80/100 mm with four no. slots i/c welding with G.I pipe, nut bolts & packing sheet complete as per direction of engineer in charge	Each	500.00
48	Supply G.I bend of 80mm N/size of approved quality	Each	600.00

49	Supply G.I bend of 100mm N/size of approved quality	Each	750.00
50	Supply Mechanical Joint complete set.80mm N/size of approved quality	Each	560.00
51	Supply Mechanical Joint complete set.100mm N/size of approved quality	Each	600.00
52	Supply Mechanical Joint complete set.150mm N/size of approved quality	Each	650.00
53	Supply ML-2F capacity L & T make contractor for star delta starter for running of 20 HP capacity pumps.	Each	4200.00
54	Supply ML-2F capacity L & T make, Thermal Timer GT-200, 230/250v/50HZ for 5-18 secs,range , for star delta starter for running of 20 HP capacity pumps.	Each	2300.00
55	Supply L & T make starter for running of 5 to 7.5 HP capacity booster pump.	Each	2100.00
56	Supply gun metal gate valve with C.I. wheel of approved quality(screwed end) 80mm NB	Each	4450.00
57	Supply gun metal gate valve with C.I. wheel of approved quality(screwed end) 100mm NB	Each	5000.00
58	Supply PVC float valve (verticle)-100 mm nominal bore of approved quality.	Each	445.00
59	Supply L & T make HRC Fuse 63 AMP.	Each	350.00
60	Supply L & T make HRC Fuse 100 AMP.	Each	410.00
	Part-B-Supply of the following water supply and sanitary fittings of appd.make and quality		
1	G.I. Pipe 15mm nominal bore	Mtr	109.00
2	G.I. Pipe 20mm nominal bore	Mtr	136.00
3	G.I. Pipe 25 mm nominal bore	Mtr	190.00
4	G.I. Pipe 40mm nominal bore	Mtr	283.00
5	G.I. Pipe 50mm nominal bore	Mtr	305.00
6	G.I. Pipe 75mm nominal bore	Mtr	677.00
7	Supply of G.I.Union 15mm of approved quality	Each	57.00
8	Supply of G.I.Union 20mm of approved quality	Each	77.00
9	Supply of G.I.Union 25mm of approved quality	Each	103.00
10	Supply of G.I.Union 40mm of approved quality	Each	140.00
11	Supply of G.I.Nipple chal nipple 20 mm of approved quality	Each	20.00
12	Supply of PTMT bib cock 15mm of approved quality	Each	135.00
13	Supply of PTMT stop cock 15mm of approved quality	Each	150.00
14	Supply of PTMT pillar cock 15mm of approved quality	Each	162.00
15	Supply of PTMT ball cock 15mm quality	Each	162.00
16	Supply of PTMT ball cock 20mm quality	Each	210.00
17	PVC connection 15X450mm with PTMT nuts of approved make	Each	40.00
18	Waste coupling 31mm of approved make	Each	103.00
19	waste coupling 38mm of approved make	Each	80.00
20	Brass Bib Cock 15 mm of approved make	Each	142.00
21	Brass Stop Cock 15 mm of approved make	Each	142.00
22	CP Bib Cock long body 15mm nom. Bore of approved make	Each	421.00
23	CP Bib Cock shortbody 15mm nom.bore of approved make	Each	390.00
24	CP Angle Valve 15 mm nom. Bore of approved make	Each	423.00

25	CP Pillar Cock 15 mm nom. Bore of approved make	Each	390.00
26	Gun metal ball valve 20 mm of approved make	Each	230.00
27	Gun metal ball valve 15 mm of approved make	Each	190.00
28	Gun metal ball valve 25 mm of approved make	Each	305.00
29	Brass gate valve 40 mm of approved make	Each	580.00
30	Brass phase for Bibcock/pillar cock/stop cock (Heavy)	Each	50.00
31	Gunmetal non return valve(verticle)-20 mm nom bore of approved quality	Each	50.00
32	Gunmetal non return valve(verticle)-25 mm nom bore of approved quality	Each	415.00
33	Gunmetal non return valve(verticle)-40 mm nom bore of approved quality	Each	880.00
34	Gunmetal non return valve(verticle)-50 mm nom bore of approved quality	Each	1205.00
35	Supply of Salem Stainless Steel A ISI 304 (18/8) kitchen sink as per I.S. 13983 with C.I. brackets and stainless steel plug 40 mm without drain board size 610x460mm bowl depth 178 mm.	Each	1200.00
36	PVC low level cistern's Long bend of appd. Make	Each	50.00
37	White vitreous china flat back wash basin 550X400mm	Each	540.00
38	White vitreous china orrisa pattran W.C.pan 580X440 mm	Each	750.00
39	White vitreous china european pattran W.C.pan of approved quality	Each	900.00
40	Bevelled edge mirror 600X450 mm of superior make with GI Clips & screws	Each	295.00
41	M.S.holder bat clamp 100 mm	Each	20.00
42	M.S.holder bat clamp 75 mm	Each	10.00
43	Stainless steel grating for trap 100 mm	Each	15.00
44	C.P.brass towel rail 600X20mm complete	Each	175.00
45	C.P.brass shower rose(C.P.brass)for 15to 20mm inlet	Each	80.00
46	Supply of unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. (i) Single socketed pipes. 75 mm dia	Mtr	90.00
47	Supply of unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. (i) Single socketed pipes. 110 mm dia	Mtr	100.00
48	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. Bend 87.5 -75 mm	Each	88.00
49	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. Bend 87.5 -110 mm	Each	93.00
50	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion .single tee with door 75x75x75 mm	Each	130.00

51	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. single tee with door x110x110x110 mm	Each	181.00
52	Polyethylene water storage tank of appd. Make with cover and suitable locking arrangement	Ltr	5.95
53	PVC waste pipe 32 mm dia with length not less than 700mm	Each	27.56
54	PVC waste pipe 40 mm dia with length not less than 700mm	Each	35.00
55	PVC water storage tank cover along with hinges and locking arrangement	Each	102.00
56	EWC Seat cover	Each	150.00
57	EWC Sheet cover hinges	Each	50.00
58	Supply of PVC Cistern syphon set of approved quality	Each	450.00
59	10 ltr capacity white PVC low level ISI marked cestern	Each	450.00
60	G.I. Pipe 80mm nominal bore	Mtr	160.00
61	G.I. Pipe 100mm nominal bore	Mtr	195.00
62	G.I.Nipple150X15mm	Each	25.00
63	G.I.Nipple100X15mm	Each	16.79
64	G.I.Nipple75X15mm	Each	12.60
65	G.I.Nipple50X15mm	Each	13.00
66	G.I.Sockets15mm	Each	22.99
67	G.I.Elbow 15mm	Each	20.99
68	G.I.Tee 15X15X15mm	Each	34.00
69	G.I.Union 15mm	Each	60.00
70	Plug	Each	5.00
71	PP-R Socket -16	Each	15.00
72	PP-R Elbow -16	Each	17.00
73	PP-R Union -20	Each	60.00
74	PP-R Tee -16	Each	24.00
75	PP-R Tank Connector -16	Each	60.00
76	PP-R Female Threaded Socket -16	Each	60.00
77	PP-R Male Threaded Socket -16	Each	60.00
78	PP-R Female Threaded Tee -16	Each	55.00
79	PP-R Male Threaded Tee -16	Each	60.00
80	PP-R Socket -25	Each	25.00
81	PP-R Elbow -25	Each	35.00
82	PP-R Union -25	Each	125.00
83	PP-R Tee -25	Each	45.00
84	PP-R Female Threaded Socket -25	Each	55.00
85	PP-R Male Threaded Socket -25	Each	35.00
86	PP-R Female Threaded Tee -25	Each	40.00
87	PP-R Male Threaded Tee -25	Each	75.00
88	PP-R Gate Valve-25	Each	60.00
89	PTMT bib cock 15mm	Each	135.00
90	PTMT stop cock 15mm	Each	150.00
91	PTMT pillar cock 15mm	Each	170.00
92	PTMT ball cock 15mm	Each	170.00
93	Supply of PVC hose pipe 25mm dia of approved quality	Mtr	75.00
94	Supply of gun metal gate valve with C.I. wheel of approved quality(screwed end) 50mm NB	Each	250.00

95	Chlorinated Polyvinyl - chloride (CPVC) pipe 15 mm outer dia	Mtr.	35.00
96	Chlorinated Polyvinyl - chloride (CPVC) pipe 20 mm outer dia	Mtr.	54.00
97	Chlorinated Polyvinyl - chloride (CPVC) pipe 25 mm outer dia	Mtr.	65.00
98	PTMT Ball Cock 15mm complete with Epoxy Coated Aluminium Rod & H.D Ball	Each	102.00
99	Ductile Iron Pipe Class K-9 flanges and welding 100 mm dia	Mtr.	1150.00
100	Ductile Iron Pipe Class K-9 flanges and welding 150 mm dia	Mtr.	1730.00
101	CPVC Elbow-20 mm	Each	20.00
102	CPVC Elbow-25 mm	Each	40.00
103	CPVC Union- 25 mm	Each	85.00
104	CPVC Union- 20 mm	Each	110.00
105	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion .single tee with door 75x75x75 mm	Each	190.00
106	Supply of unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. single tee with door x110x110x110 mm	Each	195.00
107	PVC waste pipe 32 mm dia with length not less than 700mm	Each	35.00
108	Gunmetal non return float valve (verticle)-100 mm nominal bore of approved quality.	Each	3300.00
109	M.S Bracket for Wash Basin	Each	45.00
110	Providing and fixing brass ferrule with C.I. mouth cover including boring and tapping the main: 15 mm NB	Each.	160.00
Part-C Supply of the following masonry and carpentry material of approved make and quality			
1	Supply of Oxidised M.S.sliding doorbolt 250X16mm	Each	55.00
2	Supply of Oxidised M.S.tower bolt 200X10mm	Each	38.00
3	Supply of Oxidised M.S.tower bolt 150X10mm	Each	29.00
4	Supply of Oxidised M.S.handle 100mm	Each	11.00
5	Supply of Oxidised M.S.handle 125mm	Each	12.00
6	Supply of Oxidised M.S.Haspe and staple	Each	35.00
7	Supply of aluminium sliding doorbolt 250X16mm	Each	170.00
8	Supply of aluminium tower bolt 200X10mm	Each	73.00
9	Supply of aluminium tower bolt 150X10mm	Each	74.50
10	Supply of aluminium handle 100mm	Each	55.00
11	Supply of aluminium handle 125mm	Each	60.00
12	Supply of MS Curtain rod 20 mm dia.	Mtr	45.00
13	Supply of Aluminium sheet 0.6 mm thick	Sqm	75.00
14	Supply of 4 mm thick commercial plywood of approved quality	Sqm	129.00
15	Supply of 19 mm thick commercial board	Sqm	255.00
16	Supply of Kiln seasoned and chemically treated hollock wood	cudm	300.00

17	Supply of PVC ward rob knob	Each	25.00
18	Supply of M.S angle/Tee/flat/channel/square/round bars etc.	Kg	52.00
19	Supply of Window section bars(all type of sections)	Kg	64.00
20	Supply of M.S.sheet (any thickness)	Kg	58.00
21	Supply of FPS BRICKS Class designation 75	Each	5.50
22	Supply of Coarse sand	Cft	43.00
23	Supply of Fine sand	Cft	33.00
24	Supply of Stone aggregate	Cft	25.00
25	Supply of Cement of ISI Make in 50 kg bags	Per Bag	350.00
26	Supply of ceramic Tiles(5mm thick) of appd make of size up tp 200x300	Sft	34.00
27	Supply of precast RCC manhole cover of size 600x450 mm without frame	Each	756.00
28	Supply of PVC GT cover of size 300x300 mm without frame	Each	320.00
29	Supply of twin rubber aluminium door stopper	Each	15.00
30	M.S.butt hinges 100X58X1.90mm	Each	10.00
31	Oxidised M.S.sliding doorbolt 250X16mm	Each	60.00
32	Oxidised M.S.tower bolt 200X10mm	Each	35.00
33	Oxidised M.S.tower bolt 150X10mm	Each	32.00
34	Oxidised M.S.handle 100mm	Each	12.00
35	Oxidised M.S.handle 125mm	Each	13.00
36	MS Curtain rod 20 mm dia.	Mtr	50.00
37	Aluminium sheet 0.6 mm thick	Sqm	190.00
38	4 mm thick commercial plywood of approved quality	Sqm	10.00
39	1.0 mm thick decorative laminated sheet	sqm	225.00
40	M.S angle/Tee/flat/channel/square/round bars etc.	Kg	58.00
41	M.S.sheet (any thickness)	Kg	36.00
42	FPS BRICKS Class designation 75	Each	6.00
43	Coarse sand	Cft	46.00
44	Fine sand	Cft	35.00
45	Stone aggregate	Cft	50.00
46	Cement of ISI Make in 50 kg bags	Per Bag	350.00
47	Ceramic Glazed Tiles 1st quality 300 x 300 mm in all shades and designs of White, Ivory, grey, Fume Red brown etc.	SQM	200.00
48	18 mm thick Flamed finish granite stone slab	SQM	1650.00
49	Vitrified floor tile 60x60 cm conforming to IS 15622:2006 group (B1a)	SQM	600.00
	Part: D Supply of the following Electrical items and fitting of approved make and quality		
1	Supply of PVC coated Copper conductor cable of size 1.5 Sqmm .	Mtr	10.00
2	Supply of PVC coated Copper conductor cable of size 2x 2.5 Sqmm..	Mtr	15.00
3	Supply of PVC coated Copper conductor cable of size 2x 4 Sqmm.	Mtr	22.00
4	Supply of 5 amps Three pin sockets Piano type of anchor make	EA	15.00
5	Supply of 5 amps piano switch Piano type of anchor make	EA	13.00
6	supply of 15 amps piano switch Piano type of anchor make	EA	28.00
7	Supply of 40 amps double pole Main MCB of havells make.	EA	200.00
8	Supply of 5 to 32 amps single pole MCB of havells make.	EA	165.00

9	Supply of 63 amps double pole Isolator of havells make.	EA	600.00
10	Supply of 15 amps Three pin sockets Piano type of anchor make.	EA	30.00
11	Supply of electronic choke for tube light	EA	60.00
12	Supply of capacitor for 0.5/1.0 HP Motor	EA	50.00
13	Supply of capacitor for ceiling fan	EA	20.00
14	Supply of ordinary choke for tube light	EA	35.00
15	Supply of tube holder for tube light	EA	15.00
16	Supply of starter for tube light	EA	5.00
17	Supply of 5 HP starter relay	EA	130.00
18	Supply of 5 HP starter coil	EA	185.00
19	Supply of Cut out 63 Amp	EA	57.00
20	Supply of wooden boxes : Supplying and fixing metal/wooden box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required. : 250 mm x 300 mm x 60 mm deep.	Each.	188.00
21	Supply of brass holder : Supplying and fixing brass batten/ angle holder including connection etc. as required	Each.	35.00
22	Supplying of single tubelight set including the cost of Electronic Blast, starter, wiring, wiring net, m.s.frame, holder, tubelight slim 40 Watts etc. (of approved quality) complete.	Each	385.00
23	Supply of SP MCB DB consumer unit : Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board consumer unit, 240 volts. on surface/ recess, complete with tinned copper busbar, neutral busbar, earth bar, din bar, hinged front acrylic cover for the MCB knobs, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. (But without MCB / RCCB / Isolator) : 2 + 8 way	Each.	1050.00
24	Supply of Electronic fan regulator for fan of approved make.	Each	130.00
25	Supply of 20 mm PVC Casing with capping	Mtr	20.00
26	Providing & fixing GI fittings of size upto 50 mm dia such as elbow,socket,tee, plug, reducer, hooks for fixing pipes, clips, nails, screws, fevicol, MS hinges upto 100mm size, insulation tape, fuse wire, grease, lubricatingoil, suta, safeda, washer, m-seal, water proofing compound upto 1 kg per month, white cement upto 1 kg per month.This amount shall be paid lump sump on monthly basis irrespective of consumption at site	Month	4300.00
27	Conveyance for 13 nos workers per month	Month	12000.00
28	Attending welding complaints at all heights upto four storey i/c hire charge and transportation of welding set	Month	900.00
29	Making arrangement for cleaning material such as naphthalien balls, fenyle, brooms, hand cart and other T&P such as scaffolding, ladders etc required for successful completion of housekeeping/ maintenance work at upto floor four level and mobile facility for supervisor.	Month	4500.00
30	Supply of fly proof galvanised M.S. wire gauze for windows and clerestory windows using galvanised M.S. wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.63 mm.With 2nd class teak wood beading 62x19 mm	Sqm	450.00
31	S / F brass holder : Supplying and fixing brass batten/ angle holder including connection etc. as required	Each.	35.00

32	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board consumer unit, 240 volts. on surface/ recess, complete with tinned copper busbar, neutral busbar, earth bar, din bar, hinged front acrylic cover for the MCB knobs, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. (But without MCB / RCCB / Isolator) : 2 + 8 way	Each.	500.00
33	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 3 pin 5/6 amp socket outlet	EA	18.00
34	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 5/6 amps switch	EA	18.00
35	Providing and fixing Fluorocent tube rod 40 watt of Philips/approved quality.	EA	45.00
36	Providing and fixing ELCB DP MCB 63 Amp.	Each	2050.00
Part E - Supply of Landscaping Items			
1	Supply and stacking of plant Hibiscus rosasinensis of height 60-75 cm. with 5-6 branches in p.bag of size 25 cm as per direction of the officer-in-charge.	Each	40.00
2	Supply and stacking of plant Murraya Koenigii spreng (Kadipatta/meetha neem) of ht 45-60 cm well developed in earthen pots of size 20 cm. per direction of the officer-in-charge.	Each	25.00
3	Supply and stacking of plant Plumbago capensis well developed with fresh and healthy 30 to 45 cm ht., with bloom in 20 cm Earthen Pot/Plastic Pot as per direction of the officer-in-charge.	Each	50.00
4	Supply of Callistemon Lanceolatus (Bottle brush) 4.5mts. Supply and stacking of Callistemon lanceolatus plant of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	55.00
5	Supply of Chorisia Speciosa (Silk tree) 6-8mts. Supply and stacking of Chorisia speciosa plant of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	Each	65.00
6	Delonix Regia (Gulmohar) 6-8mts. Supply and stacking of Delonix regia (Gulmohar) plant of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge	Each	25.00
7	Supply of Common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Running metre	50.00
8	Grassing with selection No. 1 grass including watering and maintenance of the lawn for 60 days or more till the grass forms thick lawn free from weeds and fit for mowing including supplying of good earth and grass	SQM	10.00
9	Supply and stacking of plant Thuja compacta of height 75-90 cm., conical shaped, well formed with healthy foliage in earthen pots of size 30 cm	Each	110.00
10	Supply and stacking of Bottle palm plant of ht. 210-240 cm bottom girth 30-35 cm well developed in big HDPE bags.	Each	200.00

11	Clerodendron inerme plant having ht. 25 cm to 32 cm multi branched in 20 cm size of Earthen Pot / Plastic Pot.	Each	15.00
12	Supply and stacking of Bougainvillea (Variety Butiana, Lady Mary Baring, Mahara, Mohan, Scarlet Queen, Varigata, Glabra Formosa, Peruviana Odissi, Partha, Subhra, Thimma, Spectabilis L.N Birla, Refulgens) plant of height 30 cm. to 45 cm. with 2-3 branches in 20 cm size of Earthen pots / Plastic pots & as per direction of the officer-in-charge. .	Each	30.00
13	Supply and stacking of plant Murraya exotica of height 45-60 cm. in poly bags of size 15 cm	Each	15.00
14	Supply and stacking of plant Hamelia patens of height 30-45 cm. with 3-4 branches in poly bags of size 20 cm as per direction of the officer-in-charge.	Each	18.00
15	Cow dung Manure	cum	45.00
16	River Pabbles size of 2" to 2.50" dia in natural colour.	Qtl.	200.00
17	PVC Hexagonal net (Tuflex or equivalent)	Sqm	95.00

ANNEXURE - VI-C : CHECK LIST FOR MONTHLY BILL

S. No.	Description/Documents	Page No. (To be filled by contractor)	Remarks
1	Bill/ Invoice No.& Date		
2	Date of start of work		
3	Date of completion of work		
4	Undertaking for Minimum Wages Compliances		
5	Undertaking for GST Compliance		
6	Undertaking for Statutory Compliances		
7	PF & ESI Challan		
8	Bank Statement for PF, ESI and GST Debits		
9	Score & Penalty (if any) for previous month as per score card		
10	Measurement sheet for unit rate based line items (If applicable)		
11	Any other documents as per BYPL requirement/ Contract Terms		

SECTION – VI:PRICE BID

BSES

SECTION – VI:PRICE BID

PRICE BID					
Sr No	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
A)	Fixed Monthly Charges (FMC)				
1)	Housekeeping of Offices and Colonies, Maintenance of Building Automation	Month	36		
2)	Security Services	Month	36		
	Total				
	GST @ 18%				
	Total with GST				
B)	Activity Based Monthly Charges –Rate Only Items	Unit	Qty	Unit Rate (Rs)	Remarks
1	Providing Plants on rental basis	Each	1		Only Unit Rate to be Quoted
2	Providing Tea & Coffee (Green Tea, Normal Tea, Black Coffee, Espresso Coffee) Services through vending machine	Per Cup-150 ml	1		
3	Shifting (Dismantling & re-installation) of Split Air-Conditioners including copper pipe upto 5 Mt & refrigerant charging	Each	1		
4	Shifting (Dismantling & re-installation) of Window Air-Conditioners with material	Each	1		
5	Photocopier Services	Amount shall be paid as per rates mentioned in ANNEXURE - VI-A			
6	Miscellaneous materials required for minor civil & electrical maintenance activities in offices / colonies	Amount shall be paid as per rates mentioned in ANNEXURE - VI-B			

NOTE:

- 1) Price quoted above shall remain firm for entire duration of the contract including extension period, if any.
- 2) For monthly billing purpose, in the first year contractor shall be paid 90% of FMC Charges, in the second year 100% of FMC Charges & in the third year 110% of FMC Charges. However rates for activity based charges shall remain firm for 3 years
- 3) Penalty shall be levied on the monthly payment of contractor on the basis of its performance mentioned in the Score Cards and will be deducted from successive month's bill of FMC.
- 4) The bids will be evaluated commercially based on the total all-inclusive price of FMC quoted for 3 years period.
- 5) The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if contractor fail to do so. If at any stage, the content is found to be changed from the given price format, the content as per the given price format will prevail and binding on the contractor

- 6) The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
- 7) The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate rows meant for the purpose.
- 8) The company reserves the right to conduct Reverse Auction (RA). If required, RA will be conducted on total FMC prices quoted by bidder.

BSES

ANNEXURE –I : BID FORM

To,

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

Dear Sir,

- 1 We understand that BYPL is desirous of awarding the contract for..... (Name of the Work) work in its licensed distribution network area in Delhi.
- 2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work 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/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.
- 4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
- 5 We agree to abide by this Bid for a period of 180 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 are aware of the provision of all Laws associated with the supply of equipments/materials or Services 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 BYPL is not bound to accept the lowest, or any bid BYPL may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
- 10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

Dated this..... day of..... 2022

Signature..... In the capacity of

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

(IN BLOCK CAPITALS).....

ANNEXURE – II : BIDDER’S DETAILS

S.No.	Item	Description
1	Company Name	
2	BYPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	-
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	-
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	-
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2018-19 (Rs. Cr.)	
25	Turn Over FY 2019-20 (Rs. Cr.)	

S.No.	Item	Description
26	Turn Over FY 2020-21 (Rs. Cr.)	
27	Turn Over FY 2021-22 (Rs. Cr.)	
28	Profit after Tax FY 2018-19 (Rs. Cr.)	
29	Profit after Tax FY 2019-20 (Rs. Cr.)	
30	Profit after Tax FY 2020-21 (Rs. Cr.)	
31	Profit after Tax FY 2021-22 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

ATTACHMENT – A

Reference List of Order Executed / under Execution by the Vendor (M/s)

A) Major Orders Executed

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vend or's Scop e of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completi on date as par Order</u>	<u>Actual Compl etion Date</u>	<u>LD/ Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigatio n/ Arbitrati on (Y/N) (If Yes, furnish details)</u>	<u>Rema rks</u>
1.											
2.											
3.											
4.											
5.											

B) Orders Under Execution

<u>SN</u>	<u>Name of Project</u>	<u>Client name & address</u>	<u>Client contact Detail</u> (Person name, e-mail ID, Mobile & landline number)	<u>Vend or's Scop e of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completi on date as par Order</u>	<u>Actual Compl etion Date</u>	<u>LD/ Penalty imposed, if any (Rs in Lakhs)</u>	<u>Litigatio n/ Arbitrati on (Y/N) (If Yes, furnish details)</u>	<u>Rema rks</u>
1.											
2.											
3.											
4.											
5.											

ANNEXURE – III : ENVIRONMENTAL, OCCUPATIONAL HEALTH & SAFETY CONDITIONS OF CONTRACT

1.0 General Requirements

- 1.1 The contractor shall ensure that safety of all the workers, materials, Installation and equipment's belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.
- 1.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
- 1.3 The contractors shall comply with all health & safety requirements as deemed necessary by BYPL from time to time.
- 1.4 Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment's like shoes, safety belts, helmets etc. adhering to safety compliance.
- 1.5 All the equipment's being used shall be timely calibrated and a copy of the same shall be submitted to Safety Department within 4 weeks of the acceptance of contract and thereafter on every renewal.

2.0 EHS Policy

The contractor as per requirement of CEA Measures Relating to Safety and Electric Supply Regulations, 2010 shall follow the Environment, Health & Safety policy of BYPL. The contractor shall implement quality, health & safety management systems in accordance to BYPL EHS policy and ensure that intentions of such policy are met.

3.0 Health & Safety Plan

- 3.1 Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan incorporating HIRA (Hazard Identification & Risk Analysis) to BYPL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, will ensure compliance of the contract provisions stated herewith.
- 3.2 The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by BYPL.
- 3.3 Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of BYPL (Head Safety). First cut of the plan shall be submitted to Safety Department within 2 weeks of agreement of contract. After suggested rectification, the final plan shall be submitted to Head Safety not later than 4 weeks of the agreement of contract. A copy of the same shall be given to the engineer in charge also. The document shall carry the signatures of the authorized signatory (the person who has signed the agreement document of contract).

- 3.4 The health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of BYPL.

4.0 OHS Organization & Responsibility

- 4.1 The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/ National Safety Council) or trainer, which should be verified earlier by BYPL safety department accordingly. The copy of training certificate shall be submitted to Safety Department within 4 weeks of agreement of contract. Time extension may be given in extraordinary situation subjected to submission of any convincing document carrying valid proof of near future plan of the training.

- 4.2 The training certificate should not be more than one-year-old.

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

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

- 5.1 The contractor shall ensure that all his workers have undergone the safety induction and have been issued with a valid ID card prior to start work at BYPL site. The proof of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.

- 5.2 All contractor workers shall undergo above as per the BYPL site specific procedure issued from time to time.

- 5.3 The contractor shall ensure that no worker is in any O&M activities until the valid ID card is issued and the same is available by each worker at site including that of sub-contractor(s).

- 5.4 In case any worker lost the ID card issued to him, the contractor shall ensure that such incidences are promptly reported to BYPL and duplicate or new ID card is issued immediately after completing formalities as deemed necessary by BYPL.

6.0 Provision of Safe Working Conditions

- 6.1 Proper barricading shall be created during height work, cable laying work, working on pole, etc. Dimensions of barricading while cable laying work- Height- 2 mtr, Length- 1.5 mtr. There shall not be any gap in between two barricades. LED Bacon light shall be placed at 1st and every 4th barricade. However, while working on pole during supply maintenance work there should be a barricading cone and caution tape. In narrow lanes, where proper barricading as per rules is not possible, use barricading as per the approval of respective safety circle head in writing and copy forwarded to safety and uploading in QMS.

6.2 PPE' Requirement

- 6.2.1 The contractor shall ensure all the required PPEs given in clause 6.2 and shall allow their workers to start work at site only after proper verification of adequacy of safety

gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of BYPL.

Contractor has to ensure the quantity and quality of PPEs during procurement and continuous usage of following PPE's by his staff.

S.NO.	NAME OF THE PPEs	LINEMAN / FITTER/SKILLED	HELPER/UNSKILLED	SUPERVISOR
1	SAFETY HELMET	✓	✓	✓
2	FULL BODY HARNESS (POSITIONING BELT)	✓	X	X
3	ELECTRICAL HAND GLOVES	✓	✓	X
4	SAFETY SHOES	✓	✓	✓
5	SAFETY GOGGLES	✓	✓	✓
6	REFLECTIVE JACKET	✓	✓	✓

6.2.2 Contractor has to ensure for proper procurement and distribution of required PPE's among their workers with receiving in attached format (Appendix-3) which will be verified by the safety department during inspection. The entire issuance format duly signed by individual worker and to be verified/ certified by Department Head and the same need to be submitted to Safety Department along with mentioned certificates within 4 weeks of agreement of contract. The sample of the PPE's being procured by the contractor shall be submitted and approved from the Safety Department beforehand.

6.2.3 The contractor has to provide 3 arc protection face shields in each zone (2 for complaint team and 1 for maintenance team) as per specifications mentioned in clause 6.2.5.6.

6.2.4 If any of the contractor staff found without PPEs, the said PPE's will be issued to them from BYPL store with immediate effect. And the 20% extra amount with procurement cost will be recovered from their next monthly bill cycle.

Note: PPEs shall strictly be as per the brand mentioned in clause 6.2.5

6.2.5 Technical Specification of the PPEs

6.2.5.1. Safety Shoes – With Composite / Fiber toes (CE approved / IS 15298) – Mandatory for all personnel working at BYPL O&M. The safety shoes shall meet the following features:

1. Electric Shock Resistant Sole
2. Impact Resistant
3. Scrap/Heat Resistant
4. Slip Resistant
5. Oil and Acid Resistant
6. Rubber PU Sole
7. Anti-puncture

Lead MAKE: BATA/HONEYWELL/KARAM

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

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

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

Lead MAKE: 3M / KARAM / UFS

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

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

Length	1.5 Meter
--------	-----------

There should not be any metallic part in the full body harness.

Lead MAKE: KARAM /LIFEGEAR/UFS/HONEYWELL

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

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

Technical Specification:

Weight	95g.
Lens thickness	1.0mm
Overall width	173mm
Overall length	90mm
Bridge	47.6mm
Lens base	5.5 curve
Lens size	86.1mm verticle, 174mm diagonal
Headband	Adjustable length at max.440mm(long enough to fit together with helmets)
Material & colors	
Lens	Acetate clear, coating, Sightgard + anti-fog according to EN 166 “N” & anti scratch.
Body	PVC smoke
Headband holder	Nylon
Headband	Adjustable grey elastic fixed on frame side parts
Marking / Approvals	
Standard number	EN 166
Frame marking	MSA EN 166 34-FT CE
Lens marking	2C-1.2 MSA 1 FT N CE
Filter class	2C (Ultra violet radiation with enhanced color recognition)
Scale number	1.2: luminous trasmittance-89%
Optical class	1 (best class, for permanent wear)
Mechanical resistance	F (low energy impact 45m/s) T (at extreme temperature -5 to +55° C)
Resistance to	N(distorted vision due to lens fogging)
UV filter	99.9%
Ordering information	10145578-FlexiChem Sightgard + clear , 6x

Lead MAKE: MSA / UVEX/ UFS/3M/KARAM

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

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

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

- It should be resistant to oil, acid, ultra violet rays and very low temperature.
- Each pair of glove should be marked with class, category, month & year of manufacturing, CE logo, batch no. and certified laboratory no.
- EN certified to electrical and thermal hazards,
- EN certified to thermal & electrical hazards to confirm EN 60-903,
- EN certified to mechanical hazard to EN-388

Lead MAKE: Honeywell / ANSELL/CATU

6.2.5.6 Arc Protection Face Shield

- ATPV value is 10 cal/cm²
- It shall have a slotted hard hat and chin guard
- Visible light transmission (VLT) shall be 70%
- It should have anti fog lens
- It should have a provision for replacement of lens and brackets.
- It should cover the complete face and the complete neck region.
- It must not hinder the work. Must be comfortable for the height jobs as well as in the ground.
- Carry bag for the kit.

Lead MAKE: Oberon/Honeywell

6.2.5.7 Certificates required for all PPEs:

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

The copy of all the certificates shall be submitted to safety department within 4 weeks of agreement of contract.

7.0 Integrated Management System & Audits

- 7.1 The Contractor shall work in the framework of Integrated Management System (IMS) and shall maintain documentation as prescribed in the IMS Manual of BYPL. IMS Manual can be obtained directly from site engineer/Division Head/Respective Head.
- 7.2 All contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 9001, 14001 & 45001 standards of BYPL.
- 7.3 To verify compliance and to continually improve the management system, all contractors shall be subjected to both internal & external audits.

8.0 Medical Examination

- 8.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees like lineman, ALM, supervisor, Fitter, welders, gas cutters, drivers and all the workers supposed to work at height (and any other trade specified deemed necessary by BYPL at the time of deployment then annually) before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every year as per the provisions of applicable laws or as prescribed by BYPL with proper record.
- 8.2 Records of medical examination as described above shall be maintained at the contractor premises and a copy of the same shall be submitted to Safety Department within 4 weeks of agreement of contract.
- 8.3 No person about whom the Contractor knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any O&M operation or other construction work which is likely to involve a risk of any accident either to the worker himself or to any other person.

9.0 Working at Height

- 9.1 The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of BYPL by authorized personnel.
- 9.2 The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by BYPL are enforced and complied all the time during activities carried out at height.
- 9.3 Full body harness and ladder along with the required PPEs shall be used during height work.
- 9.4 Barricading cone and tape shall be used along with creation of proper safety zone.

10.0 Reporting of Near Miss/ Incidents / Dangerous Occurrences

- 10.1 In case of any incident/ accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence or near miss or any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be sole responsibility of the Contractor to promptly inform the same to Department Head in prescribed form and also to all authorities envisaged under the applicable laws.

11.0 Suspension of Work

- 11.1 BYPL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments.
- 11.2 In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury /accident and he shall comply to remove all shortcomings promptly. Decision of BYPL shall be conclusive and binding on the Contractor in such aspects.
- 11.3 The contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities as per the work order and will not be the ground for waiver of levy of liquidated damages.
- 11.4 The contractor shall follow and comply with all safety Rules of BYPL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any nonconformity between statutory requirement and safety rules of the BYPL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

12.0 OHS Appreciation Policy

- 12.1 If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by the BYPL and no accident occurs then BYPL may consider the performance of the contractor and safety score card will be prepared. The best contractor will be appreciated by suitable "SAFETY AWARD" as per scheme as may be announced separately from time to time.

13.0 Safety Motivational Scheme for Contractor Employee

- 13.1 All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honour with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BYPL safety department. Contractor may ask to BYPL safety people for their presence during awarding time.
- 13.2 All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detailed report of observing the same to be forwarded to safety department every year.

14.0 Guidelines for Penalty Policy Implementation

- 14.1 Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in **Appendix - 1. (Example – If at first offence persons are found working without safety helmet at 3 locations, the penalty would be 3X2000 = Rs.6000/-)**

- 14.2 The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.
- 14.3 Recommending authority shall send his factual observations to Department Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same & shall send it back to Department Head and Safety Head.
- 14.4 Recommending Authority means the Department Head, HODs, Site Safety officer / Supervisor, representatives from OHS and other personnel authorized jointly by O&M.
- 14.5 Penalties will be imposed for delay in submission of EHS related requirements/documents mentioned in the contract. Once the contract is accepted, the requirements as mentioned in **Appendix- 2 to be submitted within 4 weeks.**
- 14.5 Safety Head may impose penalty for serious violations directly.
- 14.6 All penalties shall be imposed directly on the concerned contractors. No penalty shall be imposed on individuals.
- 15.0 Guidelines for Safety Appreciation Policy Implementation**
- 15.1 Recommending Authority shall write comments of his Appreciation in case he observes that there is no any safety violations.
- 15.2 Recommending Authority shall send his Safety Appreciation to Safety Head who in turn shall either approve or reject it and shall send it to Site Safety Officer for keeping in records.
- 15.3 Management will appreciate the Safe Contractors for their best performance towards safety norms based upon number of safety appreciation notes.
- 15.4 Every year best Safe Contractor shall be suitably awarded. The contractor shall be selected based upon the maximum numbers of approved safety appreciation notes.
- 15.5 Any contractor who has received any penalty for a particular year shall not be entitled for Safe Contractor's Award irrespective of number of safety appreciation notes he has received.
- 15.6 Site Safety Officer will maintain the contractor wise record of penalty & safety appreciation notes and declare the results latest by 28th February of every year for the performance of previous year.
- 15.7 BYPL Management shall present a Trophy with commendation certificate of safety excellence every year on the occasion of 4th to 10th March (National Safety Day) to the contractor, who qualified the safety standard criteria.

Appendix – 1

Penalty Policy on Safety Violation

Class	Type of Offense	Penalty Detail	Execution Channel
A	Not Wearing Safety Helmets Safety shoes/ Safety Goggles / Electrical insulating hand gloves/ reflective jacket/Not using electrically safe tools and equipments. (Poor quality or damaged item means noncompliance)	# First Offence - Warning Note & Rs.2000/- # Second Offence - Warning Note & Fine of Rs.5000/- # Third Offence- Note of recommendation of the concerned workmen/ supervisors for removal from deployment with BYPL& Fine of Rs.15000/-	Recommendation by OHS- Representative/Department Head Approval by Safety Head Deduction by Finance & Account
B	Not wearing Full Body Harness/fall arresters while working at a height more than 1.8 meter or where from a person may fall. Not using Safety Net to arrest falling objects and personnel. Not using Arc Protection Face Shield Not using barricading cone and tape. (Poor quality or damaged item means noncompliance)	# First Offence -Warning Note & Fine of Rs.5000/- # Second Offence - Warning Note for dismissal and a Fine of Rs.10000/- # Third Offense - -Action for the concerned Workmen/ supervisor for removal from deployment with BYPLand a fine of Rs.25000/-	Recommendation by OHS- Representative/Department Head Approval by Safety Head Deduction by Finance & Account
C	Any other unsafe work practices or condition which is considered having potential for fatality or injury to personnel.	# First Offence - Warning Note & Fine of Rs.10000/- # Second Offence - Action for the concerned workmen/ supervisors for removal from deployment with BYPL and fine of Rs.20000/-.	Recommendation by OHS- Representative/Department Head Approval by Safety Head Deduction by Finance & Account

Notes:

Refer clause No. 14 for penalty policy implementation guidelines

If there are 03 violations by an individual employee, his removal from deployment with BYPL # If there are 10 violations in one quarter, will be recommended for termination of contract order.

Appendix – 2

Penalty Policy on non- submission of EHS related requirements

Following EHS related requirements to be submitted within 4 weeks of agreement of contract

Requirement	Penalty Detail	Execution Channel
1. Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis)		
2. Safety supervisor training records on EHS (40 hrs training)	Delay of 15 days- Warning Note & Consolidated Fine of Rs.5000/- on non-submission of proof of any of these mentioned 8 types of documents	Recommendation by OHS- Representative
3. Submission of sample of PPE's in EHS department for approval (if procured by the contractor)	On every subsequent delay of 15 days- Warning Note & Consolidated Fine of Rs. 10,000/- on non-submission of proof of any of these mentioned 8 types of documents	Approval by Safety Head
4. Bills/challan of PPE's along with test certificates (if procured by the contractor)		Deduction by Finance & Account
5. PPE's receipt by worker (as per Annexure #1)		
6. Medical examination record of workers		
7. ID card of workers		
8. Calibration Certificates of equipments		

Appendix – 3

Format for PPE's Receipt by workers

Name of Site -----

Division-----

Name of Contractor -----

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

Signature of Contractor / Date.....

ANNEXURE – IV : ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

BYPL intends to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)
2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier/Contractor.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.
6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.

11. No requests for time extension of the auction event shall be considered by BYPL.
12. The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount.

For.....

Signature:

Name:

Designation:

BSES

FORMAT – 4.1

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/services of [name and/or description of the goods/sevices] (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 _____ 2022. The Conditions of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including 180 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)

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [] day of [] 2022

1. WHEREAS **M/s BSES Yamuna Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **Shakti Kiran Building, Karkardooma, Delhi 110032**, India hereinafter referred to as the “Company”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the “Contract”) with M/s. _____, (hereinafter referred to as “Contractor”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____ of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [] pl. specify the name of Bank) having its head/registered office at [] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the

Contractor notwithstanding any other security or other guarantee that the Company may have in relation to the Contractor's liabilities.

7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Company or any indulgence shown by the Company to the Contractor or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution

of the Bank or the Contractor shall not discharge our liability hereunder.

15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this day of 2022 at

(Signature)
.....

(Name)
.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

1. Name of the Bank : State Bank of India
2. Branch Name & Full Address: Industrial Finance Branch, 14-15 Floor,
Jawahar Vypar Bhawan, 1, Tolstoy Marg, New Delhi
110001
3. Bank Account No: 10277791808
4. IFSC Code: SBIN0009601

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched the BG -Local Address of bank -----

3. Where to Dispatched the BG Head Office Address -----

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the ____ day of _____, 2022

By And Between

M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at **Shaktikiran Building, Karkardooma, Delhi 110032** (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 3 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:

BSES

FORMAT – 4.4

NO DEVIATION DECLARATION

NO DEVIATION –A(Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the technical scope of work as mandated in the tender documents subject to the following deviations as mentioned against the applicable technical qualifying requirement:

S.NO.	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	DEVIATIONS, IF ANY
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SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note-The above template is indicative only, May vary depending on the nature of procurement/value.

NO DEVIATION –B(Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

We hereby accept all terms and conditions of the commercial requirement as mandated in tender document subject to the following deviations as mentioned against the applicable commercial qualifying requirement:

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY
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SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

Note:-It is important to explicitly include all such terms and conditions which are considered absolutely necessary to be accepted by bidder without any deviation. Tender document shall have a stipulation that deviation to such criteria shall make the bid liable for rejection.

FORMAT – 4.5

BIDDER'S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

<u>GENERAL INFORMATION</u>	
NAME OF Company	
POSTAL ADDRESS	

FOR TECHNICAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

FOR COMMERCIAL QUERY:		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

Note: No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the company if any changes in the email id on their letter head duly signed by the authorized signatory.
