

BSES YAMUNA POWER LTD (BYPL)

Notice Inviting Tender (NIT)

for

**“Comprehensive Integrated Facility Management Services
including allied services and Security Services in BYPL”**

NIT No.: CMC/BY/26-27/RB/PM/AvS/30 (RFx No. 2200000248)

Dated: 29.08.2026

Due Date for Submission of Tender: 18.09.2026 , 14:30 HRS

Date and Time of opening: 18.09.2026, 14:45 HRS

BSES YAMUNA POWER LIMITED,
Shakti Kiran Building, Karkardooma, New Delhi – 110032
Corporate Identification Number: U40109DL2001PLC111525
Website : www.bsedelhi.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).

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)	

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SECTION- I : REQUEST FOR QUOTATION (RFQ)

**SECTION- I
REQUEST FOR QUOTATION (RFQ)**

NIT No.: CMC/BY/26-27/RB/PM/AvS/30 (RFx No. 2200000248)

Bidder's Signature & Stamp

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 “Comprehensive Integrated Facility Management Services including allied services and Security Services 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/26-27/RB/PM/AvS/30 Dated: 29.08.2026”

For

“Comprehensive Integrated Facility Management Services including allied services and Security Services 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 available on our website.

Cost of Tender Documents (Non- Refundable)	Rs.5900/- (including GST)
Earnest Money Deposit	Rs 33 lakhs
Duration of the Work	36 Mo/nths
Tender documents on sale	29.08.2026 to 18/09/2026 (Working days)
Date & time of Submission of Bid	18/09/2026 till 14:30 HRS
Date & time of opening of Techno-Commercial Bid	18/09/2026 at 14:45 HRS

- 1.4. The tender document can be obtained from address given below or the same shall be available on the BSES website. However, the bidders shall deposit the 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
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/reduce the 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.

Sr. No.	Criteria	Documents Required
1.1 Technical Qualification		
1	The bidder should have minimum five years experience in providing Facility Management Services (housekeeping, Office Boy , Fleet management , allied services and Security Services) having a minimum of 2000 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 (FY21-22 to FY25-26).	PO/WO/ Contract Agreement (s) etc. from client and corresponding completion certificates. Details of contracts executed by bidder in the last five (5) years supporting the experience credentials shall be submitted as per format in Attachment - A.
2	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)	PSARA Registration certificate provided by DELHI Govt should Submitted
3	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.
4	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	Undertaking/details of such office on their letter head. The Head/ In-charge of this office should be competent enough to take all decisions related to this contract.
1.2 Financial Qualification		
5	The bidder must have executed: A single order of minimum value of Rs 26 Crore Or Two Orders of minimum value Rs 16 Crore each Or Three orders of minimum value Rs 13 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 (FY21-22 to FY25-26)). The completed Cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose.	Completion certificate indicating the executed amount received from the relevant agency. For ongoing projects Bidder need to submit completion certificate from client mentioning successful completion of work with value within the last five financial years (FY21-22 to FY25-26)

6	The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY25-26, FY 24-25, FY 23-24) should not be less than Rs 120 Crore (excluding GST). In case the audited balance sheet is not available with the bidder for FY 25-26, the bidder shall submit the audited balance sheet for FY 22-23.	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.
7	The bidder should have net worth of Rs 20 Crore as on the last day of the preceding financial year.	Certificate of Net Worth duly certified by Chartered Accountant for the last financial year. The Net worth certificate must have UDIN Number.
8	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.	Solvency Certificate not older than 30 days from the date of submission of techno-commercial bid.
1.3 Statutory Requirement		
9	GST and PAN Registration	GST Certificate and PAN Card Copy of GST Return of last Financial year
10	Employee Benefit Fulfilment	PF, ESI registration
11	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 Bidder 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	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.
12	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.	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.

13	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	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.
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Other Requirements:

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.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements including but not limited to following:

- Annexure III of the NIT for acceptance to participate in e – Reverse Auction
- Last three Financial Years ((i.e., FY25-26, FY 24-25, FY 23-24)) audited financial statement. In case audited balance sheet of FY 25 is not available with bidder, then bidder has to submit the turnover certificate for FY 22-23. 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 31.03.2026, herein collectively called as “Statutory dues” and there is no liability over the bidder relating to deposition of such statutory dues.
- Detail of Banks & Fund & Non fund based Credit limit
- Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
- Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
- Organization Chart of the Bidders Company/organisation
- Organisation chart for execution of the contract comprising of qualified manager, Safety officer, HR manager, Technicians / Diploma / Graduate Engineers etc.
- Experience details with credentials
- Number of Employees & necessary details
- Details of office/s in Delhi and NCR, Details of Registered and Corporate offices and details of other offices/establishments in India.
- Work order copies along with performance certificates in support of relevant experience
- Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
- Networth certificate as elaborated in financial QR
- List of pending litigation with government/other institution on account of executing any order.
- Copy of ESI/PF Registration certificate
- Copy of PAN/GST no.
- Copy of GST Return of last Financial Year.
- Copy of valid Electrical License, if required
- Bidders must have a valid PSARA license under PSARA Act (Delhi)
- Non-Disclosure Agreement (NDA) as per format attached
- Bidder's details as per format attached
- Solvency Certificate

The bidder should enclose performance certificates in support of relevant experience.

For Existing vendors of BYPL/BRPL, the evaluation will also include the performance in the existing contracts via-a-vis overall performance in contract, performance in terms of HR issues, all statutory compliance parameters and wages disbursement etc. 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. BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder

BYPL may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

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> (<u>Person name,</u> <u>e-mail ID,</u> <u>Mobile & landline number</u>)	<u>Vend or's Scop e of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completi n 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>Remar ks</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> (<u>Person name,</u> <u>e-mail ID,</u> <u>Mobile & landline number</u>)	<u>Vend or's Scop e of Work</u>	<u>Date Of Award</u>	<u>Value of Work (Rs in Lakhs)</u>	<u>Completi n 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>
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1.											
2.											
3.											
4.											
5.											

5. PRE-BID MEETING:

A pre-Bid meeting shall be organised physically 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.

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 bids are invited through BYPL's E-Tendering portal.** BSES will carry out E-Tendering on its e-tendering portal <https://srmpportal.bsesdelhi.com/irj/portal>

Interested Non- registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. To participate in the e-Tendering process of BYPL, please write a mail to the following persons mentioning your details:

A) Contact Person-

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com,
2. Mr Amit Sharma, E-mail: Amit.v.sharma@reliancegroupindia.com

B) Bidder's Details-

- a) Existing Vendor Code with BYPL or its Group Companies (if available):
- b) Trade Name:
- c) Address of Principal Place of Business:
- d) Contact Person's Name:
- e) Contact Person's Designation:
- f) Contact Person's Mobile No.:
- g) Contact Person's email ID:
- h) Power of Attorney (POA) in favour of the mentioned Contact Person for being authorized to receive user ID and password on behalf of their organization. (Attach a copy of POA)

The login ID details shall be sent through email to the email ID mentioned by you for the same.

Bids shall be submitted in 2 (Two) parts on the assigned folder of the E-Tendering site. Please refer to the user manual available at <https://srmpportal.bsesdelhi.com/iri/portal> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and/or any other documents mentioned in the tender, submission of which are required in original/hardcopy, have to be submitted at the BYPL office before the due date & time of submission.

For submission of such documents, please mention our NIT Number and RFx number on the sealed envelop and drop the same in our Tender Box placed at BSES Yamuna Power Ltd, Reception, Ground Floor, Shaktikiran Building, Karkardooma, Delhi 110032.

The sealed envelope shall be addressed to:

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

Kindly Note:

- The bidder has to ensure that the sealed envelope is dropped in the correct box designated for bid submission only. BYPL shall not be responsible for any wrong placement of sealed envelopes by the bidder.

6.1.1. PART A: TECHNO- COMMERCIAL BID comprising of the following documents:

Sr. No	Descriptions	Type of Documents
1	Tender Fee - Demand Draft (Rs.5900/-) (Incl GST)	Non-refundable demand draft or online transfer of the requisite amount through IMPS/ NEFT/ RTGS for Rs 5900/- in case the forms are downloaded from the website
2	EMD	In the prescribed stamp paper & format enclosed at Formats: Format 4.1
3	Power-of-Attorney	In the standard stamp paper & format
4	Cover Letter	Standard Format
5	Technical Bid Submission Check List	Checklist given in the index
7	PQR Compliances	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 4.0
8	Signed Tender document	Original Tender documents duly stamped & signed on each page as a token of acceptance

Sr. No	Descriptions	Type of Documents
10	Bid Form (Unpriced) Duly Signed	Duly Signed Bid Form as per enclosed format at ANNEXURE – 1.
11	Acceptance of Reverse Auction	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at ANNEXURE – III
12	Undertakings	Duly signed self-undertakings as per clause 4 at Section 1
13	Schedule of Deviations	Duly filled and signed as per enclosed format at Formats Format 4.4
14	Communication Matrix	Duly filled and signed as per enclosed format at Format 4.5
15	Un price Bid Duly Signed	Duly Signed Un price Bid as per enclosed format at Section VI - PRICE BID FORMAT
16	Organization Chart & Manpower Details.	Bidder shall submit the details of Organization & Manpower with qualification and experience.

6.1.2 PART B: PRICE BID:

- (a) **PRICE BID** shall be comprised of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, or 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.

6.1.3 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-III 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	09.09.2026; 17:30 Hrs

2	Pre-Bid Meeting	Discussion on pre-bid queries	10.09.2026 ; 14:00 Hrs onwards
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	18.09.2026 ; 14:30 Hrs
4	Opening of Techno-Commercial Bid	Opening of PART-A	18.09.2026 ; 14:45 Hrs
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@reliancegroupindia.com

8. AWARD DECISION

- 14.1. 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.
- 14.2. 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.
- 14.3. In case the performance of any Bidder is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to another Bidder(s) who will be found eligible/fit.
- 14.4. 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.
- 14.5. 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
BSES YAMUNA POWER LIMITED, Shakti Kiran Building, Karkardooma, New Delhi – 110032	Technical	
	Mr. Ajay Gupta, Head - Administration	Ajay.s.gupta@reliancegroupindia.com / 011-4124
	Mr. Vinay Attry Head - Security	Vinay.attry@reliancegroupindia.com / 011-4124 9317
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	Commercial	
	Mr. Amit Sharma Sr. Manager -	amit.v.sharma@reliancegroupindia.com / 011-4124 9419

* * *	C&M	
	Mr. Prajay Mishra AsVP – C&M	Prajay.mishra@reliancegroupindia.com / 011- 4124 9545
	Mr. Rakesh Bansal Head – C&M	Rakesh.bansal@reliancegroupindia.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 “**Comprehensive Integrated Facility Management Services including allied services and Security Services 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 BSES 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: Bids shall be submitted in 2 (Two) parts on the assigned folder of the E-Tendering site. Please refer to the user manual available <https://srmpportal.bsedelhi.com/irj/portal> and enclosed with the tender.

Bids have to be mandatorily submitted only through the e-procurement portal of BSES Delhi. Bids submitted through any other form/ route shall not be admissible.

However, documents that necessarily have to be submitted in originals like EMD or Tender Fee (in the form of BG/ DD as applicable) and/or any other documents mentioned in the tender, submission of which are required in original/hardcopy, have to be submitted at the BYPL office before the due date & time of submission.

- 15.2 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 a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

29.2. 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.

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.

11 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.

11 SCOPE OF WORK

The scope includes providing “Comprehensive Integrated Facility Management Services including allied services and Security Services in BYPL”. as per detailed scope of work as enumerated in **Section – V**.

11 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 Bidder's performance by BYPL, at its discretion, the annual performance of the Bidder 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 Bidder of any possible extension or request the Bidder to furnish additional information, as may be required, for granting such extension.

11 ORDER VALUE

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

The Bidder 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.
 - (d) Treatment of Financial Impact arising from Implementation of Labour Codes
- The Bidder shall quote its rates/prices in the Price Bid strictly on the basis of the wage rates, statutory contributions, statutory obligations and other cost components specified/assumed in the Tender Document and applicable as on the date of submission of the Bid.

The Bidder shall not include or load any anticipated, estimated or prospective financial impact arising out of the implementation, modification, clarification, notification, amendment or enforcement of the Code on Wages, 2019, the Code on Social Security, 2020, the Occupational Safety, Health and Working Conditions Code, 2020, the Industrial Relations Code, 2020, or any rules, regulations, notifications or directions issued thereunder (collectively referred to as the "Labour Codes") in its quoted rates/prices.

In the event that, during the currency of the Contract, any provision of the Labour Codes or any subsequent statutory notification/order issued by the Competent Authority results in a mandatory and demonstrable additional financial liability upon the Bidder towards wages, statutory contributions or other statutory employment-related payments in respect of the manpower deployed under this Contract, the Company may reimburse the Bidder for such actual incremental statutory impact, subject to the following conditions:

- a) The additional liability must arise solely from a statutory requirement which becomes applicable during the Contract Period and was not already incorporated in the rates/assumptions specified in the Tender Document.
- b) The Bidder shall submit a detailed claim supported by documentary evidence, including the relevant Act/Code, notification/order, revised wage calculation, employee-wise/statutory calculation wherever applicable, proof of actual payment/deposit and other supporting documents as may be required by the Company.
- c) Reimbursement shall be restricted strictly to the actual additional statutory liability incurred and paid by the Bidder, and shall not include any additional Bidder's profit, service charge, overhead, administrative expenses, contingency, financing cost or any other mark-up thereon.
- d) No reimbursement shall be admissible for any increase in cost resulting from the Bidder's own commercial decisions, inefficiency, change in manpower deployment, revision of internal salary structure, increase in voluntary benefits, or any amount which was reasonably foreseeable and/or already factored into the quoted rates.
- e) Any statutory impact which is already incorporated in the minimum wages, statutory rates or other mandatory obligations applicable on the date of submission of the Bid

shall be deemed to have been included in the quoted rates and shall not be separately reimbursable.

- f) The Bidder shall not revise, increase or otherwise alter the quoted Price Bid on account of such anticipated Labour Code impact without the prior written approval of the Company.
- g) The admissibility, quantum and effective date of any such reimbursement shall be determined by the Company after verification of the statutory requirement and supporting documents submitted by the Bidder. The Company's determination shall be based on the actual incremental statutory liability attributable to the change in law.
- h) Where the statutory change results in both an increase and a corresponding reduction/adjustment in any other statutory liability or wage component, only the net additional statutory impact, if any, shall be considered for reimbursement.
- i) The Bidder shall continue to comply with all applicable labour and statutory laws, rules and regulations at all times, irrespective of whether any claim for reimbursement is under examination by the Company.
- j) No claim under this clause shall be admissible merely on account of the possibility, expectation or anticipated implementation of any provision of the Labour Codes. Reimbursement shall arise only upon the actual applicability of the statutory provision and establishment of the actual incremental liability in accordance with the procedure prescribed by the Company.

The above provision shall be treated as a statutory reimbursement mechanism and shall not be construed as a general price-escalation or price-revision clause. Except to the extent specifically provided under this clause, the quoted rates shall remain firm and fixed for the Contract Period.

11 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 except as below;

Statutory variation in labour compliances including increases under a notification issued by Delhi Govt, the Minimum Wages Act, 1948 , during the contract period or any increased in labour wages by BYPL shall be reimbursed on an actual basis during the contract period for **PART – A and D (if any) of Price Bid Section VI** only,

Any variation on Duties, taxes & levies variations related to this contract shall be reimbursed on an actual basis during the contract period .

However rates for activity based charges, Rental Services and Annual Maintenance Services shall remain firm during the entire contract period for **PART - B & C of Price Bid Section VI**

- 5.2. The rates set out above are also inclusive of reasonable incidental expenses incurred by Bidder 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 Bidder'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 Bidder 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 Bidder for the discharge of services as per this agreement.

11 CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

- 6.1 Bidder 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 percent) 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 towards claim period, if not otherwise specified in the agreement. This amount shall be remain fixed during the currency of the agreement.
- 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 Bidder, 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 Bidder 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 bidder.
- 6.7 In the event, in Company's sole judgement, the Bidder 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 (which shall be supported by a bank guarantee of an amount equivalent to [2% of the contract value] valid for a period of 1 year from the date of expiry or termination of the Contract, and which bank guarantee may at the sole discretion of the Company, be encashed to recover any and all losses (including any damages, liabilities, costs, expenses, interest, fine and/ or penalties) imposed on, sustained, incurred or suffered by, or asserted against Company, upon which encashment the bank guarantee shall be forthwith replenished to the full amount as aforesaid) 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 Bidder 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 Bidder 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 Bidder's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BYPL.

11 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 Bidder 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. Further the Bidder shall also submit original bill (hard copy) along with supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favour of BSES Yamuna Power Ltd, Shakti Kiran Building, New Delhi – 110032
- 7.3 Invoices raised for work carried out under this order, in the manner indicated above, will be either returned to the Bidder with observations by BYPL within 7 days of its receipt or duly certified by Engineer-in-charge.
- a) Payment for Part – A to D (for additional location if any) :**
Bidder will raise monthly bill on 100% monthly charges. 10% monthly retention of the invoice value (without GST) will be made on bills which shall be payable at the end of respective annual contract period. The Retention Amount shall be appropriated as follows:
- i) up to 7% (seven per cent) towards payment of bonuses to the Bidder's manpower in accordance with the Payment of Bonus Act, 1965;
 - ii) up to 2% (two per cent) towards leave encashment under the applicable shops and establishments act of the relevant state; and
 - iii) 1% (one per cent) towards settlement of any other claims of the Company against the Bidder under this Contract.

The Retention Amount, or any part thereof, shall be applied only upon the Bidder furnishing supporting documents evidencing the relevant payment liability. Any balance Retention Amount remaining with the Company shall be released to the Bidder within 30 (thirty) days of the completion of the annual contract period.

- b) Monthly Billing and payment are subject to retention as per retention policy of the company for retentions on any HR, statutory or other non compliance w.r.t deployed manpower , vehicles or any other resources as per scope of work.**

- 7.4 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.
- 7.5 The billing period shall be till the end of the calendar month for all the bills.
- 7.6 The bill shall consist of the prescribed documents on standard stationary designed by the Company. Bidder shall collect the details of such documents and formats from the Company.
- 7.7 The Bidder 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.
- 7.8 Notwithstanding anything with the release of payment of bills by the Company to the Bidder, the Bidder shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Bidder 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 Bidder and the payment of any salary, wages or any other dues whatsoever by the Bidder to its employees and workmen.
- 7.9 Bidder 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.
- 7.10 The company may modify the procedure for the submission of bills. The Bidder shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

11 INSURANCE

The Bidder shall take suitable insurance policy for its men and materials (Term Insurance for life, GPA, Mediciam 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 Bidder 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 Bidder 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 Bidder 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 Bidder. The Bidder shall furnish copy of policy within 15 days of start of work under the contract.

8.2 Medical Insurance Policy:

Bidder 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.

Bidder shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials. These insurance policies shall be taken in consultation with the Company and a copy of such insurance policies shall be furnished to Company within 15 days of the date of LOI/Order.

- 8.3** For all the insurance policies (whether taken by the Company or Bidder), the Bidder 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 Bidder's own cost and this shall not entitle the Bidder for any extension of time.

11 PENALTY

9.1 Penalty related to score card shall be levied as mentioned below

9.1.1 Penalty as specified in Section V of scope of Work shall be levied on the monthly bills on the basis of scores from respective performance score cards of Integrated Facility Upkeep & Soft Services Office Premises & Residential Colonies with allied services, Providing office support services for movement of Pantry service & other document movement , Fleet Availability & Mobility Management Services, Integrated Security, Access Control & Incident Response Services — Asset and Premises Protection , for Rental Services and Annual Maintenance Services and for Activity Based Charges.

9.1.2 Penalty on Monthly billing on the basis of Score card shall not be more than 5% of the entire monthly bill value of Part – A+B+C+D (if applicable).

9.1.3 However, in case of recurrent low scores, the Company shall have right to terminate the contract as per Section V Scope of Work.

9.2 Penalty related to HR issues & ID Cards shall be applicable as defined in below ;

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

1. It is agreed by the Bidder that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the Bidder shall be bound to intimate BYPL, the details of manpower deputed by Bidder for the performance of task under this agreement in BYPL specified format.
2. It is agreed by the Bidder that in case of change of manpower deputed by the Bidder under this instant agreement, the Bidder 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.
3. It is further agreed by the Bidder 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

Bidder. The ID Cards shall also bear the name of the Company/ Bidder, 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.

4. 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 Bidder shall ensure not to commit the same:
- b) of staff found working without valid ID Cards (ID Cards issued by BYPL Security) / Not carrying ID cards to the workplace.
 - c) of staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for
 - d) of staff found carrying Bidder issued ID Cards, instead of through BYPL Security - BIDDERS cannot issue ID cards for the manpower deployed on BYPL work.
 - e) That the failure by the Bidder 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 Bidder 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 Bidder, without any advance intimation to Bidder by BYPL.
 - f) 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 Bidder/ agency.
 - g) That in addition to the penalty as specified above, in case of any blacklisted manpower/personnel is found working/deputed by the Bidder, 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 Bidder.
 - h) 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.
 - i) It is further agreed by the Bidder that the imposition of penalty and the quantum thereto shall be the sole discretion of BYPL and no claim/dispute by Bidder, challenging the imposition of penalty and/or the quantum thereto shall be maintainable.
 - j) BYPL may review/revise ID card Policy including penalty during the tenure of agreement. This shall be at the sole discretion of BYPL and Bidder shall be liable to comply in full the revised policy, notified time to time.
 - k) The Bidder 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 Bidder for further action and deployment.
 - l) The Bidder 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.

Bidder 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.

9.2.2 The Bidder 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.

1. Such reports shall be shared with BYPL as requested. Bidder 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.
2. In case the Bidder does not provide his employees with PIC (Personnel Identity Card), the same shall be provided by the Company and the cost plus 30% overheads shall be recovered from the bidder's bills. This shall be in addition to the right of company to impose/recover penalty over bidder for such default.

9.2.3 Failure by the Bidder's personnel to wear PIC shall attract a penalty of Rs. 1,000/- per incident per day.

9.2.4 In case, any of the manpower has been found not serving his part of duty on any day as per the instructions, Bidder will be fined at the rate of Rs 500/- per person per day.

9.2.5 A separate penalty as per score card shall be levied.

9.2.6 There will not be duplicity of penalty for the same default.

9.3 Penalty for non-compliance of statutory regulations shall be applicable as defined in below

9.3.1 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:

9.3.2 Retained amount will be converted into penalty if Non-compliances are not closed within 60 days

9.3.3 Termination of agreement in case non-compliances are not cleared after show cause in writing.

9.3.4 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.

9.3.5 If the settlement of any Death / Disability (Permanent & Partial) claim is delayed by the Bidder for more than 6 months, the Company shall be entitled to levy a penalty on the Bidder equivalent to Rs.50,000 per month per incident, provided that no such penalty shall be levied if the delay in settlement is on account of reasons attributable to the Company. If the Company is required to

settle any claim, the same shall be at the risk and cost of the Bidder and the company shall be free to deduct the same from his dues if the same is not reimbursed to the Company by the Bidder.

9.4 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined below

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

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

9.4.3 Misconduct shall refer to the following:

9.4.4 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.

9.4.5 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.

9.4.6 Additional interaction with customer not under purview of task to be performed under agreement.

9.4.7 Provide other customer services with or without a charge unless directed by BYPL.

9.4.8 Accessing BYPL's IT Infrastructure within data centre or anywhere else, in BYPL premises.

9.4.9 The bidder's deputed manpower does not wear the uniform as per the terms and conditions of the contract during the performance of services under the contract.

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

9.4.11 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 Bidder shall be binding.

9.4.12 PENALTY FOR MISCONDUCT

9.4.13 The penalty to be imposed in case of misconduct shall be as follows:

9.4.14 In case of any misconduct as defined above, a penalty of Rs 5000/- per incident shall be levied.

9.4.15 In case of multiple incidences of Misconduct:

1) 4 complaints per annum OR

2) more than 1 complaint in a quarter

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

9.4.17 The person responsible for such incidence of misconduct must be immediately removed by Bidder from Company's services under the contract and should also never be deployed for providing any

other services to the Company. If needed bidder shall file police FIR against such person

9.4.18 The Bidder 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/ Adhaar card should be submitted as identity proof for all personnel.

9.4.19 Bidder 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.

9.4.20 The Bidder 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

9.4.21 Such reports shall be shared with BYPL as requested. Bidder 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.

11 DERC GUIDELINES & REGULATIONS

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

11 OPERATIONAL GUIDELINES:

- 11.1 Vendor Shall Comply all the regulation SLA, guidelines and timeline of authorities such as but not limited to CEA, DERC, GOI and GONCTD etc.
- 11.2 The Company is in the process of adoption of innovation through technologically advanced tools and equipment. The vendor shall support the company and ensures all the guidelines.
- 11.3 The Company is adopting latest technology and several software modules are also developed. Vendor should ensure that the manpower provided is capable of handling mobile applications as may be required.
- 11.4 In case Hon'ble DERC, the Regulator, imposes penalty for non-achievements of targets defined under Delhi Electricity Regulatory Commission (Supply Code and Performance Standards) Regulations, 2017 and its subsequent amendments and such penalties are found to be attributable to the vendor as per scope of work defined in this document, the same shall be levied on the vendor by the company.
- 11.5 In the event of a mishap/accident/bodily injury or death involving the manpower deployed by the Bidder, the Bidder shall be solely liable for all legal and financial claims arising therefrom. The Bidder shall ensure that BYPL, its Promoters, Directors, and employees are not impleaded or made parties to any civil, criminal, or other proceedings, and that no claims are raised against them in this regard. In the event any BYPL employee or its Promoters, Directors, is/are arrayed as an accused in a criminal case arising out of such accident (as stated above), the Bidder shall be solely and exclusively responsible for settling the claim (If any), defending the

criminal/civil case, and securing the quashing of the FIR before the Hon'ble High Court of Delhi, entirely at its own cost and risk, without any liability upon BYPL or its officials. In respect of settlement of claims, the provisions set out at Clause no 8 above shall apply.

- 11.6 In the event of any mishap, whether fatal or non-fatal, arising out of or attributable to the Bidder's failure to adhere to the safety standards, guidelines, or procedures prescribed by BYPL, BYPL shall have the unequivocal right to initiate and pursue appropriate legal proceedings, civil and/or criminal, against the Bidder, without prejudice to any other rights or remedies available to BYPL under contract, tort, statute or otherwise. The Vendor shall maintain an office within the company's licensee area to maintain prompt communication between vendor and the company.
- 11.7 BSES reserves the right to rotate manpower among its divisions and substations considering geographical profile of the area
- 11.8 In case deemed fit, the company may engage an additional Bidder on a case-to-case basis for undertaking similar kind of works defined in this contract

12 MANPOWER AND EQUIPMENT ON BOARDING AND CONTINUOUS IMPROVEMENT

- 12.1 Company may conduct a comprehensive written and practical assessment of the personnel being offered by the Bidder.
- 12.2 The assessment shall cover technical knowledge and Behavioural conduct of the personnel.
- 12.3 The assessment and trainings shall be scheduled with mutual agreement of Company and Bidder.
- 12.4 In case the Bidder wishes, training can be imparted to the offered personnel on periodic basis.
- 12.5 In case a person fails to clear the assessment in two consecutive attempts, the personnel may be debarred for two (2) years from being deployed on any of the BSES work.
- 12.6 The Assessment shall be carried out by BYPL corporate office in conjunction with the Division where the personnel has been posted.
- 12.7 The Bidder shall replace any such personnel within 10 days from notification of debarment from BSES.
- 12.8 Workers must undergo medical fitness checks every 6 months as per BIS 14489:2018 Clause 4.3
- 12.9 The Bidder shall depute 1 Nos. dedicated Manager for coordination of activities listed under this tender. This person shall be single point of contract for all issues raised for the concerned services by the company.

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

NIT No.: CMC/BY/26-27/RB/PM/AvS/30 (RFx No. 2200000248)

Bidder's Signature & Stamp

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, statutes, 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.

"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, New Delhi – 110032 and shall include its authorized representatives, agents, successors and assignees.
- 1.1.6 "Bidder/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 Bidder. It is also termed as 'Bidder' or 'Agency'.
- 1.1.7 "Contract" /" Agreement"/"Work Order" means the agreement between the Company and the Bidder 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 Bidder by the Company/BYPL.
- 1.1.8 "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.

- 1.1.9 “Agreement Value/Consideration” means the price of the defined Services including taxes payable to the Bidder 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 Bidder 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.
- 1.1.10 “Force Majeure” shall have the meaning as ascribed in this agreement and annexures thereto.
- 1.1.11 “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 Bidder engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.
- 1.1.12 “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.
- 1.1.13 “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 Bidder for execution of Services shall be measured through KPI. The payment to Bidder 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
- 1.1.14 “Manpower” means a person/s, labour (including Bidder’s staff / personnel) known, introduced, security personnel employed and deployed by the Bidder in Bidder’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.
- 1.1.15 “Contract cum Performance Bank Guarantee (CPBG)” means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Bidder’s obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.16 “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 Bidder 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 Bidder in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.
- 1.1.17 “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.
- 1.1.18 “Sub-Bidder” means a Sub-Bidder whom a part of the Contract is Sub Contracted by the Bidder 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.
- 1.1.19 “Sub-Contract” shall mean obligations under the Contract have been awarded by the Bidder to Sub-Bidder.
- 1.1.20 “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

2.1 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 Bidder. 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.

2.2 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 Bidder.

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

The Bidder 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 Bidder's bills.
- (ii) GST at actual shall be paid extra on submission of GST Registration and self-declaration on Bidder's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Bidder 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 Bidder 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/Bidder by filing of GSTR- 1 and GSTR-3B.
- (v) In view of above, if the same is not complied with by the supplier/Bidder 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/Bidder 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 Bidders 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/Bidder.

- (viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Bidder 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/Bidder. Also, Supplier/Bidder 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 Bidder fulfilling its obligations under the Contract, the Company shall pay to the Bidder 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 Bidder. However, any and all amounts which the Bidder is liable to pay to the Company, the Bidder shall make payment as per the agreed schedule to avoid any set off / deductions.
- 7.2. Subject to the provisions of the Contract, the Bidder 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 Bidder in the preceding month. If the Bidder 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 Bidder 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 Bidder'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 Bidder shall be in the format approved by the Company. Each Running Bill submitted by the Bidder 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. Bidder 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 Bidder 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. Bidder 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 Bidder. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Bidder, 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 Bidder with the Company. Bidder 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

- 9.1 Time is the essence of the contract and the Bidder shall be responsible for performance of his works in accordance with the specified schedule. If at any time, the Bidder 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 Bidder shall not be allowed any extra compensation for such actions.
- 9.2 Time shall be the essence of the Bidder. Bidder 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. Bidder 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 Bidder, the Bidder 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 Bidder'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 Bidder of the terms and conditions of this agreement. The Company shall be entitled to set off the entire amounts due from the Bidder against the amount payable by Company to the Bidder and CPBG.

11. PERIOD OF MOBILISATION

The Bidder 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 Bidder 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 Bidder the right of access to the Site progressively for the Execution of the Works. The Bidder acknowledges that its access to the Site shall not be exclusive to the Bidder 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 Bidder 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 Bidder 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 Bidder and notify the Bidder accordingly. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Bidder/BYPL during this period.
- 15.3. Within 30 days of the expiry of the contract, the Bidder's representative and BYPL's representatives or the new Bidder 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 Bidder 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 Bidder 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 Bidder/the third party at the risk and cost of the Bidder and the same will be deducted/recovered from the bills of the Bidder or the security amount , CPBG , retention amount or otherwise as per terms of the contract and no claim from the Bidder'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 Bidder 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 Bidder. However, company, reserves the right to revise this format which would be communicated to the Bidder and it shall be valid and binding obligation on the Bidder to submit the desired information in the revised format.

17. STATUTORY OBLIGATIONS

17.1 The Bidder shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Bidder 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)

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

17.3 The Bidder 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.

17.4 Bidder 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. Bidder 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 Bidder, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Bidder shall abide by the decision of the Company as regards the sum payable by Bidder under the provisions of this clause

17.5 The Bidder 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.

17.6 Bidder 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.

17.7 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 Bidder.

17.8 The Bidder 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

- 1) 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:
- 2) Retained amount will be converted into penalty if Non-compliances are not closed within 60 days
- 3) Termination of agreement in case non-compliances are not cleared after show cause in writing.
- 4) 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.
- 5) If the settlement of any Death / Disability (Permanent & Partial) claim is delayed by the Bidder for more than 6 months, the Company shall be entitled to levy a penalty on the Bidder equivalent to Rs 50,000/- per month per incident, provided that no such penalty shall be levied if the delay in settlement is on account of reasons attributable to the Company. If the Company is required to settle any claim, the same shall be at the risk and cost of the Bidder and the company shall be free to deduct the same from his dues if the same is not reimbursed to the Company by the Bidder.

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

- 19.1. The Bidder 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 Bidder shall be entirely professional and shall not commit any misconduct.
- 19.2.1.1. 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 Bidder'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 Bidder and/or the personnel deputed by Bidder 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 Bidder 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 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 Bidder from Company's services under the contract and should also never be deployed for providing any other services to the Company. If needed Bidder shall file police FIR against such person

19.5.1. The Bidder 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. Bidder 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 Bidder 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. Bidder 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 Bidder 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 Bidder 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 (If applicable)
- h) Labour License under Labour Act (R & A) Act 1970. A copy of Labour License shall be deposited by Bidder with all Engineer-in-charge responsible for execution of the job before start of the work by the Bidder, as per guidelines of HR department.)
- i) Valid PSARA license under PSARA Act (Delhi)

20.3. The Bidder 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 Bidders & 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 Bidder to furnish the Company the permanent PF code no and ESI of the employees.

20.4. Bidder ensures that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.

20.5. The Bidder 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. Bidder 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 Bidder's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Bidder, the Company may, where it is necessary to do so, provide reasonable assistance to the Bidder, at the risk and cost of the Bidder, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Bidder 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 Bidder.

- 21.3. It shall also be the Bidder'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 Bidder in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Bidder from any of its obligations under the Contract.

22. REPRESENTATION, WARRANTIES AND GUARANTEES

The Bidder 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 Bidder;
- 22.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Bidder, 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 Bidder, if in the opinion of Company, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder. The Extra Expenditure so incurred alongwith overhead charges @15% shall be debited to/recovered from the Bidder.

25. LIMITATION OF LIABILITY

- 25.1. The Bidder'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 Bidder 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

Bidder 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 Bidder. After termination of the agreement, the Bidder shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Bidder 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 Bidder repudiates this order or otherwise evidences intention not to be bound by this order;
- (ii) The Bidder 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 Bidder breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
- (iv) If at any stage during the tenure of the work order, Bidder 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 Bidder, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Bidder shall abide by the decision of the Company as to the amount payable by the Bidder 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 Bidder. 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 Bidder 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

- i) 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.
- ii) The Company reserves the right to demand the Bidder's services on holidays as well as beyond the normal working hours.
- iii) The Bidder 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 Bidder as per the terms and condition of this order.
- iv) The Bidder shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- v) The Bidder'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 Bidder'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 Bidder 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 Bidder 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 Bidder or BYPL.

30. SAFETY CODE

- 30.1. The Bidder 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 Bidder 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 Bidder that all safety requirements are followed by the employees and staff of the sub-Bidder.
- 30.3. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 properly damage and remedial action taken to prevent recurrence and in addition, the Bidder shall submit a monthly statement of the accidents to BYPL at the end of each month.
- 30.6. The Bidder / 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 Contactor 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 Bidder 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 Bidder, the Biddershall certify for the same.
- 31.2. The Bidder 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 Bidder 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 Bidder, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Bidder shall abide by the decision of the Company as to the

amount payable by the Bidder under the provisions of this clause.

32. THIRD PARTY INSURANCE

The Bidder 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 Bidder under this agreement. The full and final settlement of claims raised by third parties shall be the sole responsibility of the Bidder without any liability to BYPL.

It is further agreed by the Bidder that in case of defect/damage to the system because of default on the part of the Bidder, the Bidder 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 Bidder would execute the works under agreement through its own resources.
- (B) The Bidder 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 Bidder shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- (C) The Bidder to deploy its manpower immediately for carrying out the work as specified in the tender document.
- (D) The Bidder 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 Bidder's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- (E) The Bidder shall not deploy the manpower below the age of 18 years or above the age of 58.
- (F) The Bidder shall not deploy the female manpower between 7 PM to 6 AM.
- (G) The Bidder shall be directly responsible for any / all disputes arising between Bidder and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Bidder shall resolve all disputes of its manpower. All the legal dues of the manpower of Bidder 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 Bidder's manpower during the execution of work must be provided by the Bidder at its own cost and the Bidder shall ensure that its employees regularly use such safety gears.
- (I) The Bidder 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 Bidder 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 Bidder as per the terms & conditions of the Agreement. The Bidder 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 Bidder is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Bidder will take suitable action against such of their employees and submit the ATR with company.

- (J) The Bidder 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) Bidder will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- (K) Bidder 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 Bidder 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) Bidder shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.
- (M) Bidder shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Bidder shall have proper grievance redressal process for addressing HR issues raised by it's employees.
- (N) **ID CARD:**

The Bidder 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 Bidder 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 Bidder in case of violation of the above rule. Bidder 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 Bidder that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the Bidder shall be bound to intimate BYPL, the details of manpower deputed by Bidder for the performance of task under this agreement in BYPL specified format.
- (ii) It is agreed by the Bidder that in case of change of manpower deputed by the Bidder under this instant agreement, the Bidder 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 Bidder 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 Bidder. The ID Cards shall also bear the name of the Company/ Bidder, 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 Bidder 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 Bidder issued ID Cards, instead of through BYPL Security - BIDDERS cannot issue ID cards for the manpower deployed on BYPL work.
- (d) That the failure by the Bidder 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 Bidder 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 Bidder, without any advance intimation to Bidder 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 Bidder/ agency.
- (f) That in addition to the penalty as specified above, in case of any blacklisted manpower/personnel is found working/deputed by the Bidder, 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 Bidder.
- (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 Bidder that the imposition of penalty and the quantum thereto shall be the sole discretion of BYPL and no claim/dispute by Bidder, 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 Bidder shall be liable to comply in full the revised policy, notified time to time.
- (j) The Bidder 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 Bidder for

further action and deployment.

- (k) The Bidder 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.

Bidder 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.

- (l) The Bidder 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. Bidder 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.

- (m) Failure by the Bidder's personnel to wear PIC shall attract a penalty of Rs. 1,000/- per incident per day.
- (n) In case, any of the manpower has been found not serving his part of duty on any day as per the instructions, Bidder will be fined at the rate of Rs 500/- per person per day.
- (o) A separate penalty as per score card shall be levied.
- (p) 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 Bidder at all-time shall be specified by the bidder as per the format in Section-V, scope of work.
- 34.2. The Bidder shall deploy adequate resources for the smooth execution of work assigned to them. The Bidder shall provide complete details including name, address, and Aadhar Card number of resource deployed.
- 34.3. The Bidder 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 Bidder 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 Bidder 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, Bidders 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 Bidder 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 Bidder shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the Bidder is found involved in any malpractice, the Bidder 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 Bidder and /or the agency which is awarded the contract is expected to be of the highest standards.
- 34.6 In case the Bidder or any resource deployed by it is unable to execute the work assigned to it to the satisfaction of the Company, or the workmen of the Bidder refuse to work, go on strike, or for any other reason, cause a loss of productivity or reduction in working hours, the Company shall have the right to engage another agency to perform the work and/or services, and recover the costs incurred for such work and/or services from the amounts payable to the Bidder or impose penalties on the Bidder, either of which right may be exercised by the Company at its sole discretion. The Bidder shall not be entitled to claim relief from performance of the Contract if the deployed manpower goes on strike, boycotts work, or undertakes similar industrial action.

35. REPLACEMENT OF RESOURCE(S)

- 35.1. Should the Company consider at its sole judgment that the persons deployed by the Bidder 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 Bidder or (ii) to terminate this work order/agreement in part or as a whole.
- 35.2. If the Company finds any employee of the Bidder guilty of any misconduct, incompetence or negligence, the Bidder shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Bidder 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 Bidder found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Bidder and the Bidder shall suitably compensate the company for all loss incurred by the Company. Bidder shall have retrenchment / removal policy in place to handle such matters.

36. BIDDER'S OBLIGATIONS

A) General Obligations

- 36.1 The performance of Services as completed by the Bidder 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 Bidder 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 Bidder shall satisfy itself regarding the BYPL's requirements. The Bidder 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 Bidder takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 36.4 The Bidder 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 Bidder 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 Bidder 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 Bidder shall, whenever required by the BYPL, submit details of the arrangement and methods which the Bidder 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. Bidder shall maintain training records. Bidder 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 Bidder without reimbursement from Company/BYPL.
- 36.9 Bidder 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 Bidder 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 Bidder to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.

- 36.12 Bidder to coordinate and maintain close liaison with local police and administrators. Bidder to visit Site periodically and as per specific request of Company/BYPL.
- 36.13 Notwithstanding anything contrary in the Contract, Bidder 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 Bidder if Bidder 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 Bidder 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 Bidder or its Manpower.
- 36.15 In case, if the company/BYPL is of the opinion, after due consultation with the Bidder, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Bidder shall arrange for the same timely at the same price specified in the Contract.
- 36.16 Bidder to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Bidder. The Bidder 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 Bidder to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.
- 36.18 The Bidder shall provide such uniforms as approved by the company/BYPL.
- 36.19 Immediately on commencement of the Contract, Bidder 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 Bidder 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 Bidder to Company within 5 working days before commencement of Services.
- 36.23 Bidder 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. Bidder shall provide adequate quick response team and surveillance team for this purpose
- 36.24 Bidder 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, Bidder shall periodically rotate the Manpower after every 12 months or period as requested by the company/BYPL. BYPL to

Communicate the same to the Bidder 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 Bidder without any risk and cost of the BYPL and the Bidder further undertakes to indemnify and keep indemnified BYPL, its Directors, and employees against any loss, damage, liability, costs, or claims whatsoever arising out of or in connection with such incidents.
- 36.28 Bidder to submit documents related to Manpower along with Bidder's organisation chart, authorised signatories & etc., before commencement of Services under the Contract.
- 36.29 In case death, injury to any Manpower of the Bidder, Bidder is sole responsible under Workmen Compensation Act and any other Applicable Law. Bidder 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. Bidder to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BYPL reserves right to recover reasonable compensation at the discretion of BYPL.
- 36.30 Bidder to provide master plan for deployment of Manpower and related resourced to the Company/BYPL before commencement of the Services. Along with this Bidder shall provide documentations in details covering Manpower details as requested by BYPL.

B) Compliance with Applicable Laws by Bidder

- 36.31 The Bidder shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Bidder 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. Bidder must have experienced manpower with knowledge to handle all statutory compliance related matters
- 36.32 The Bidder 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 Bidder 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 Bidder in relation to the performance of the Services.
- 36.34 Bidder is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.
- 36.35 Bidder 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 Bidder.
- 36.37 Bidder 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 Bidder and if required to be shared with BYPL.

C) Bidder's Other Obligations

- 36.38 The Bidder 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 Bidder shall be employees of the Bidder.
- 36.40 Under no circumstances shall any employee of the Bidder be deemed to be an employee of the Company, irrespective of whether the manpower deployed by the Bidder marks attendance at the Company's office.
- 36.41 The Bidder 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 Bidder shall ensure that, the Bidder'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 Bidder shall ensure that, the Bidder'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 Bidder 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 Bidder's personnel to work in its premises. It is further agreed that Company may, from time to time, call upon the Bidder to have all or any of its Bidder's personnel examined.
- 36.43 The Bidder 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 Bidder 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 Bidder's personnel goes on leave, the Bidder will arrange for a suitable replacement immediately.
- 36.46 The Bidder shall purchase and install an electronic attendance marking system at each of the Company's Division office(s), through which the man power engaged by the Contactor will mark their attendance on a daily basis. Details of the attendance shall be submitted to the Engineer in charge by the Bidder on a daily basis. Additionally, the electronic attendance marking system and all data forming part thereof shall be made available to the Company for a quarterly and annual audit.

The Bidder shall issue monthly pay slips to their respective employees. Pay-slips shall be issued either electronically (via digital portal) or manually (printed copy), ensuring timely and accurate communication of salary details to each concerned employee. The Bidder shall ensure that the payslip shall display the Monthly EL Balance of the employee.

The Bidder shall establish an employee grievance mechanism. The Bidder shall organize regular

camps at site locations to address and resolve employee grievances. These camps should cover issues including but not limited to:

- Wage & Reimbursement payment issues
- ESIC-related concerns
- EPF transfer and withdrawal
- Updating personal details in EPF and Mediclaim records.

The objective of these camps shall be to proactively support the Bidder's employees and prevent the escalation of issues that may lead to industrial action.

36.47 The Bidder shall fully guide, supervise and monitor the Bidder'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 Bidder's personnel. The Supervisors will take digital photographs of Bidder'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 Bidder 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 The Bidder shall procure that all manpower deployed under this Contract provides a notarized undertaking on non-judicial stamp paper irrevocably waiving any right to claim employment with the Company and releasing the Company from all claims, whether in tort, contract, statute, or otherwise.

36.51 TIMELY DISBURSEMENT OF WAGES

The Bidder 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 Bidder'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 Bidder's responsibility to ensure the same, accordingly the bidders are expected to quote their rates to fulfil their obligations towards the timely disbursal 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 disbursal 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 Bidder.

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 Bidder. However, BYPL shall have a right to assess the abilities and skills of the Manpower deployed by the Bidder to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.

- 37.3 The Bidder 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 Bidder under this Contract / Agreement for which Bidder 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 Bidder, without any objection, shall deploy resources on time accordingly. The Bidder 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 Bidder within 3 working days. The Bidder within next two working days shall provide reasonable feedback with evidence if any to BYPL. If Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.
- 39.4 The Bidder 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 Bidder and/or his employees.
- 39.5 The Bidder hereby covenant that the Bidder shall be responsible for theft, if any committed, by his staff and the Bidder 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 Bidder 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 Bidder 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 Bidder but shall be final and binding on the Bidder.
- 39.6 Bidder shall submit signed NDA as per the format 4.3 attached.

40. NON-EXCLUSIVITY

The award of the work order/agreement to the Bidder 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 Bidder shall not, without company's prior consent in writing assign or sublet or transfer any portion of services awarded to the Bidder as envisaged herein and falling under this contract. Moreover, any such consent shall not relieve the Bidder 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 Bidder. 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 Bidder and BYPL shall not be obliged to the Bidder after seven days (07) of issue of any further notice.

44. NOT USED

45. NO JOINT VENTURE

The Bidder 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. BIDDER'S EQUIPMENT

- 48.1. All Bidder's Equipment and Temporary Works provided by the Bidder or any permitted SubBidder, 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 Bidder/permitted SubBidder 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 Bidder 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 Bidder to use the Bidder'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 Bidder under the Contract.

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

The Bidder shall provide T&P to their staff as mentioned in Scope of work. The Bidder 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 Bidders 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 Bidder 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 Bidder.
- 50.2 Bidder 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 Bidder's stock.
- 50.3 The Bidder shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the Bidder 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

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

Bidder 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 Bidder.

The Bidder 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 Bidder or its officers, agents & representatives etc.

51.A ADOPTION OF LABOUR LAW COMPLIANCE POLICY

The Bidder shall, within 7 (seven) days of the execution of the Agreement, cause its Board of Directors (or equivalent management body) to approve and adopt the labour law compliance policy attached as Format 4.6 of the tender document. It is clarified that, in case of any ambiguities, conflicts and/ or discrepancies between this Agreement and such policy (as may be amended from time to time), this Agreement shall prevail.

52. DISCLOSURE OF RELATIONSHIP

The Bidder acknowledges & undertakes that the Bidder or any partner of the Bidder or director of the Bidder 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 Bidder. The Bidder 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 Bidder is covered under the definition of supplier/Bidder 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. Bidder 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 Bidder 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 Bidder must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Bidder shall not claim any benefit under the MSMED Act.
- 53.4. The Bidder to furnish the undertaking to the Company in this regard.

54. COVID GUIDELINES

Looking to the prevailing Covid19 situation, Bidder 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 Bidder shall be required to provide to their staff masks/ sanitizers/ all PPEs required for working in Covid19 situation. The Bidder 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 Bidder 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 Bidder's risk and costs.

While carrying out any civil work including road/ pit digging, plinth/ fence making, road restoration etc Bidder 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 Bidder 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) Bidder shall ensure that no tree shall be harmed and no tree roots shall be destroyed/cut while performing the task under agreement.
- (m) The Bidder shall comply the provisions of The Delhi Preservation of Trees Act 1994.

The Execution Bidder 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. Bidder shall be liable for the penalties / other action by the authorities, the Bidder shall indemnify BYPL from all liabilities on this account.

56. ENVIRONMENTAL, HEALTH & SAFETY

The Bidder 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. Bidders 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/Bidder 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 Bidder 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 Bidder consisting of general conditions and complete scope of work.

Bidder'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 – Facility management services for 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, Exhaust Fan Maintenance
10. Providing Dessert Cooler with Stand, Heat Convector/ Heater on Rental Basis
11. Providing and maintenance of Plants
12. Fleet Management
13. Furniture Repairing
14. Providing Tea & Coffee Services through vending machine
15. Water Cooler & Water dispenser Maintenance
16. Septic/Manholes/Sewage Tank Cleaning

Part – II – Integrated Security, Access Control & Incident Response Services (Security Services)

1. Office Premises
2. Stores
3. Grids
4. Guest House
5. Colonies

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

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 working days are six days in a week. However, if required, contractor may deploy manpower as per actual work requirement.
- e) Contractor 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. Contractor shall be responsible for taking over the all the Assets in BYPL for maintenance of same on "As is where is" basis.
- f) Further, any asset, facility, or operational requirement that is not specifically identified or foreseen at the time of award of the contract, but is subsequently required for the efficient operation, upkeep, cleanliness, or maintenance of the Company's offices and premises, shall also be deemed to form part of the Agency's scope of work. The Agency shall execute such services without claiming any additional cost or compensation from the Company.
- g) The Scope of work mentioned is considered as per minimum requirement and indicative only. The same may vary based on timely requirement of BYPL.

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 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 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 on daily basis.
- 1.3 Cleaning and scrubbing of terraces once in a week.(MIS to be shared on weekly basis)
- 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 peripherals, 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 on Daily Basis.
- 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 Dry cleaning of Venetian Blinds wherever required
- 1.15 Vacuuming and dry dusting of office ceilings to remove cobwebs etc. on alternate days.
- 1.16 Weekly cleaning of areas under heavy furniture etc. Identify and inform of any maintenance requirements especially in the toilet blocks on Daily Basis.
- 1.17 Removal of moss, fungus etc on the building & premises as and when noticed / instructed.

- 1.18 Fortnightly cleaning of artificial plants, trees and artifacts.
- 1.19 Clearing of Drainage choking problem in coordination with MCD (including septic tank cleaning)
- 1.20 Facade Cleaning (Glass Cleaning) once in every 3 months in HO BYPL
- 1.21 The Agency shall be responsible for the operation, preventive maintenance, routine servicing, troubleshooting, and minor repair of all fire pumps, domestic water supply pumps, sewage disposal pumps, and allied pumping systems installed at the premises. All repairs, including replacement of motor shall be carried out by the Agency to ensure uninterrupted and efficient functioning of the pumping systems.
- 1.22 Round the clock electrician and HK service required in Head Office Karkardooma and SCADA office Shakar Road

b) Toilets:

- 1.23 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.
- 1.24 Continuous replenishment of the toilet supplies, rolls, tissue papers in all Offices(including Mobile Housekeeping)
- 1.25 Cleaning of all mirrors to make them spotless. Scrub clean all the vents and window sills to take out all dirt and marks.
- 1.26 Emptying the dustbins in the toilets and disinfecting the dustbins with phenol or as instructed.
- 1.27 Cleaning the doors of the toilets. Cleaning of all window glasses & Exhaust Fans.

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

- 1.28 Daily Cleaning of the main road inside the complex in the immediate periphery of the building and utility rooms.
- 1.29 Daily picking up the dry leaves, paper waste, plastic waste, etc in the periphery and disposing of the same properly outside the BYPL premises.
- 1.30 Daily cleaning of rear side road in HO Karkardooma.

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.
- 4) Daily update in Clean Up App of BSES.

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/ Water Dispensers on daily basis
 - 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
 - h. To ensure all meeting rooms has water bottles filled and fresh/clear glasses on placed on the table

g) Loader Services at different locations of BYPL:

- a) Shifting of Furniture, Files, etc or any other thing as directed by Officer in charge, Loading and Unloading of Materials.

h) Mobile Cleaning

- a) The Mobile cleaning has to be carried a minimum of three times in a day (Morning, Afternoon and Evening) at office locations as specified in **Annexure V-I-C**. (MIS to be shared on daily basis with signature of Location incharge)
- 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, toilets, 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, dedicated vehicle for carrying the machine and chemical to be allocated
- e) The Mobile Cleaning should be done with eco-friendly materials/ Chemicals.
- f) Daily Disposal of waste to the designated place
- g) 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).
- h) Continuous replenishment of the toilet supplies, rolls, tissue papers, Liquid soap,etc in all Offices(including Mobile Housekeeping)

i) List of Standard Cleaning Material & Machinery.

Based on Scope of work and area to be covered for housekeeping the 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,AromaRefills,T-Light Candlesfor 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 in all Offices (Including Mobile Housekeeping)
- 23) Towels/ Tissues (Hand & Face) (Mystique or same quality) boxes
- 24) Taski R5 or any Fragrance of good make (as per approved quality & Brand by the Admin Deptt)
- 25) 40 Ltr Covered Dustbin (2 No wet and Dry at each location of BYPL office)
- 26) Big 1000Ltr Dustbin to be placed at HO Karkardooma

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 with rubber shoe (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).
- 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 signed identification badge.

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.

- 2.11 The Agency shall arrange and supply manure, good earth, fertilizers, and other horticultural consumables, as and when required, on a monthly basis or at such frequency as necessary, to ensure proper upkeep and maintenance of all landscaped and common green areas. No additional payment shall be admissible for the same.
- 2.12 The Agency shall be responsible for the periodic cleaning, desilting, and maintenance of all open drains, sewer lines, manholes, gully traps, and associated pipelines within the premises to ensure their smooth functioning and prevent blockages.
- 2.13 The Agency shall promptly attend to and rectify any leakage in water supply, drainage, or sewer pipelines immediately upon detection or reporting, so as to avoid disruption of services and prevent damage to the premises
- 2.14 The Agency shall carry out replacement, repair, and maintenance of sanitary fittings, plumbing fixtures, electrical fittings, wiring, switches, sockets, lighting fixtures, and other minor electrical works in residential flats, substation flats, and other designated areas, as directed by the

Engineer-in-Charge

- 2.15 The Agency shall ensure daily cleaning, housekeeping, and upkeep of all pump rooms, including removal of dust, debris, oil spills, and any other waste, and maintain the pump rooms in a neat, clean, and operational condition at all times
- 2.16 The Agency shall be responsible for the operation, preventive maintenance, routine servicing, troubleshooting, and repair of all fire pumps, domestic water supply pumps, sewage disposal pumps, and allied pumping systems installed at the premises. All repairs, including replacement of motor shall be carried out by the Agency to ensure uninterrupted and efficient functioning of the pumping systems.

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, gummy, 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 authorized MCD area on daily basis.
- e) Liaisoning 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.
- i) To ensure no accumulation of Garbage/ Dry Leaves at any location within the colony.

B. Weekly:

- a) Cleaning of parks and terraces and khuras.

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 within 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
- i) Welding Machine (Both Colony)

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-

G. Exceptional / Additional Facility Management Services

Any other exceptional, emergency, specialized, or additional facility management services not specifically mentioned in the above scope but required for proper upkeep, hygiene, maintenance, safety, or smooth functioning of the colony premises shall also be carried out by the contractor as and when instructed by the Officer-in-Charge.

Such services may include, but shall not be limited to:

- Emergency cleaning during waterlogging, heavy rain, storms, festivals, VIP visits, or special events.
- Removal & disposal of dead animals, debris, fallen branches or other hazardous waste.
- Sanitization, disinfection, fumigation, pest control, and anti-mosquito treatment during epidemic or seasonal requirements.
- Cleaning after repair, renovation, civil, electrical, plumbing, or maintenance works.
- Assistance during emergency situations, fire incidents, public complaints, or health and safety related requirements
- Additional deployment of manpower, machinery, tools, or consumables during exigencies.
- Any other housekeeping, sanitation, maintenance support, or facility management activity incidental to the effective upkeep of BYPL colonies.

The requirement of such services shall be communicated by BYPL through written instruction, email, complaint register, work order, or verbal directions of the authorized Officer-in-Charge, which shall subsequently be recorded.

Unless specifically stated otherwise in the work order, the contractor shall execute such additional services within the quoted rates and no extra claim shall be entertained. However, in case of extraordinary works involving substantial additional manpower, machinery, or consumables beyond the defined scope, the same may be considered separately with prior written approval of BYPL.

The contractor shall ensure timely response, adequate supervision, safety compliance, and satisfactory completion of all such exceptional services to the satisfaction of the Officer-in-Charge.

Scope of Allied Services For all location of BYPL

(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/ wall mount fans / exhaust 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.

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
- 3.4 40 Ltr Covered Dustbin to be provided by agency at each location (Dry & Wet Dustbin as per IMS norms)

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 (proper dressing should be done of the loose wires)
- 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

- The contractor shall attend and remove blockages/chockages in drainage pumps, sewer lines, rainwater lines, floor traps, gully traps, manholes, and drainage systems within BYPL premises.

6. Scope of Septic Tank Cleaning and Maintenance Services

- The contractor/vendor shall provide comprehensive septic tank cleaning, desludging, maintenance, and allied sanitation services for all septic tanks, soak pits, sewer chambers, manholes, and connected drainage systems located within BYPL premises/ colonies/ offices as directed by Admin Deptt.
- Detailed Scope of Work
- The contractor shall carry out periodic cleaning, desludging, de-silting, suction, and disposal of sludge/waste from septic tanks, soak pits, sewer lines, and connected systems through mechanical means such as suction machines, vacuum tankers, jetting machines, or other approved equipment.
- The contractor shall ensure proper removal of accumulated sludge, floating material, grease, silt, solid waste, and blockages from septic tanks and associated pipelines.
- Cleaning frequency shall be as directed by the Officer-in-Charge or as required based on site conditions to ensure uninterrupted and hygienic operation of the sewage disposal system.

- The contractor shall attend emergency complaints relating to overflow, choking, foul smell, backflow, leakage, blockage, or malfunctioning of septic tanks/sewer systems on priority basis.
- The contractor shall arrange all required manpower, skilled operators, suction/vacuum machines, jetting machines, hoses, tools, tackles, safety equipment, PPE, transportation, and consumables at his own cost for successful execution of work.
- The contractor shall ensure safe transportation and scientific disposal of sludge/sewage waste only at locations authorized by Municipal/Statutory Authorities and in compliance with applicable environmental regulations.
- Open dumping, unauthorized discharge, or unsafe disposal of septic waste shall not be permitted under any circumstances.
- The contractor shall maintain proper hygiene, cleanliness, and sanitization of the work area during and after completion of septic tank cleaning operations.
- Necessary barricading, caution boards, traffic diversion arrangements, lighting, and safety precautions shall be provided by the contractor during execution of work to prevent accidents and inconvenience to residents/employees.
- The contractor shall provide all workers engaged in septic tank cleaning operations with mandatory Personal Protective Equipment (PPE) including:
 - Safety belts
 - Gum boots
 - Rubber gloves
 - Reflective jackets
 - Face masks
 - Safety helmets
 - Gas detectors, wherever required
- Manual entry into septic tanks, manholes, or confined spaces shall strictly comply with applicable safety laws and statutory provisions. The contractor shall be solely responsible for safety of manpower deployed.
- The contractor shall comply with all applicable labour laws, environmental norms, health & safety regulations, and statutory guidelines issued by local authorities regarding septic tank cleaning and waste disposal.
- The contractor shall maintain records/logbooks indicating:
 - Date of cleaning
 - Location
 - Quantity of sludge removed
 - Disposal location
 - Complaint details
 - Attendance of manpower deployed
- Any damage caused to pipelines, septic tanks, manholes, flooring, landscaping, or surrounding infrastructure during execution of work shall be rectified by the contractor at his own cost.
- The contractor shall ensure availability of emergency services on all days including holidays in case of overflow, blockage, or sanitation emergencies.
- Payment for septic tank cleaning and maintenance services shall be made as per approved work order rates/BOQ and based on actual work executed and certified by the Officer-in-Charge.
- Any additional sanitation, sewer cleaning, jetting, de-choking, or waste disposal services incidental to proper functioning of the sewage system shall also be deemed included within the scope of work unless otherwise specified.
- 18.Cleaning / Maintenance of septic tanks :
- The contractor shall inspect all septic tanks monthly and carry out mechanical cleaning/emptying once every three months or when the tank reaches 75% of its capacity- whichever is earlier.

- All sludge and septage must be removed exclusively using high pressure vacuum tankers/mechanical sucker machines. Manual entry into any tank is absolutely prohibited.

7. 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 redone, 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 & upkeep 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.
- 1.9 Flexible PVC pipes for gardening and filling in desert coolers at all locations.

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.

8. 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.

The contractor shall maintain proper logbooks, complaint registers, inventory records, and preventive maintenance records for all carpentry-related works carried out.

9. 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.
- 8.6 The contractor shall maintain proper logbooks, complaint registers, inventory records, and preventive maintenance records for all carpentry-related works carried out

9. Ceiling Fan/ Exhaust Fan/Wall 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-incharge.
- 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 Convector (**ISI BRAND** - Make:-Bajaj, Usha). – Strictly to Comply
- b) General maintenance of Heater/ Heat Convector.
- c) Replacement of Heating Rod and other entity in Heater / Heat Convector.

10. 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 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).

Contractor shall:

- 10.1 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.
- 10.2 This Contract will involve providing Drivers to BYPL based on the inventory of vehicles of 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.
- c) Contractor shall ensure that min. 20% of the total deployed drivers shall hold the license to drive the heavy vehicle / Equipment like Truck, Hydra crane, tower wagon, etc.

11 Furniture Repairing

The scope shall cover the repair, refurbishment, re-caning, replacement of damaged components and allied maintenance works of old/broken furniture at various offices of BSES Yamuna Power Limited (BYPL).

1. Repair & Maintenance of Furniture

- Repair and refurbishment of old/damaged chairs, tables, racks, almirahs, sofas and other office furniture at various BYPL offices.

- Re-caning/re-seating of chairs, wherever required.
- Repair/replacement of damaged chair hydraulic systems, bases, wheels/castors, handles, armrests, backrests, seat cushions, foam, upholstery, screws, fittings, channels, hinges, locks, etc.
- Repair of wooden, steel and other furniture components as required.
- Repair and replacement of damaged table legs, drawers, channels, handles locks, hinges, brackets and other fittings.
- Repair of racks and storage units, including alignment, welding, strengthening and replacement of damaged components.
- Repair and refurbishment of sofas, including replacement of damaged foam, webbing, springs, upholstery(as per approved fabric and material) and other components, wherever required.

2. Painting & Refurbishment

- Painting/refinishing of iron/steel almirahs, racks, tables and other metal furniture wherever required.
- Surface preparation, removal of rust, application of primer and suitable paint (to be duly approved) shall be carried out as per the requirement.
- The finished work shall be neat, uniform and free from visible defects.

3. Replacement of Parts & Materials

- The Vendor shall use new and good-quality replacement parts suitable for the furniture being repaired.
- In case of branded furniture, replacement parts shall preferably be of the same branded make/OEM or equivalent approved quality, as applicable.
- No sub-standard or inferior-quality material shall be used.
- All replacement materials/parts shall be subject to verification and acceptance by BYPL's Officer-in-Charge.

4. Collection & Return of Furniture

- The Vendor shall be responsible for safe handling, shifting, transportation (if required), repair and return of the furniture.
- Proper care shall be taken to prevent any damage to the furniture, office premises or other assets during the repair process.
- The repaired furniture shall be handed over at the designated location after completion of work.

5. Dedicated Repair Team

- The Vendor shall maintain a **dedicated and adequately skilled team** for attending furniture repair complaints.
- The team shall have the necessary tools, equipment and skilled manpower required for carrying out the assigned repair works.

6. Complaint Response Time

- All complaints/repair requests shall be **attended within 48 hours** from the time of registration of the complaint.
- The Vendor shall coordinate with the concerned Officer-in-Charge for inspection and completion of the repair work.
- In case the repair requires additional time due to non availability of specific parts/materials, the Vendor shall inform the Officer-in-Charge and obtain approval for the extended timeline.

7. Old/Removed Spare Parts

- All old/damaged spare parts removed during repair, such as hydraulics, chair bases, wheels/castors, handles, hinges, locks, channels, fittings, etc., shall be retained and surrendered to BYPL's Officer-in-Charge.
- The Vendor shall not dispose of, reuse or remove any replaced parts from BYPL premises without written approval.

8. Completion Report

- After completion of each repair job, the Vendor shall submit a duly signed Completion Report, certified by the concerned Responsible Officer of the building.
- The Completion Report shall include:
 - Location/office
 - Nature of complaint
 - Repair work carried out
 - Parts/materials replaced
 - Quantity of parts replaced
 - Date of Repair
 - Certification by Officer-in-Charge
- The duly signed Completion Report shall be submitted along with the corresponding bill for processing of payment.

9. Inventory & Asset Records

- The Vendor shall maintain repair records in Service Logbook.
- The Vendor shall provide periodic statements of furniture repaired, parts replaced and pending complaints, as required by BYPL.

11. Quality & Workmanship

- All repair work shall be carried out in a professional and workmanlike manner.
- The repaired furniture shall be restored to a safe, functional and usable condition.
- Any defective workmanship or improper repair observed by BYPL shall be rectified by the Vendor without any additional cost.

12. Housekeeping & Safety

- The Vendor shall ensure that the work area is kept clean and free from debris, waste material, nails, screws, wood/metal scraps, etc.
- All waste generated during the repair shall be removed from the work area after completion of the job.
- The Vendor shall comply with all applicable safety requirements while carrying out repair work at BYPL premises.

13. Approval & Verification

- All repair/replacement works shall be subject to inspection and verification by BYPL's Officer-in-Charge.
- BYPL reserves the right to reject any material or workmanship that does not conform to the required quality/specifications.

General Terms

- Payment shall be released only against bills accompanied by the duly signed monthly/completion report as specified above, and subject to satisfactory verification by the Officer-in-Charge.
- Penalty of Rs 100 per complaint will be charged if not attended within TAT.

List of Components

S. No.	Material/ Service description
1	Minor repair of iron chair
2	P/F of Iron strips for support with welding
3	Minor repair of wooden steel table
4	Major repair of wooden steel table
5	Fixing of New Handle chairs - S.S.
6	Fixing of New handle chair (P.U.)
7	Replacement of new hydraulic chair
8	Replacement of new plate chair
9	Replacement of new wheel chair and pedestal
10	Welding of chair
11	Minor repair, grising, oiling - chair
12	Revolving chair cloth change
13	Revolving chair Cloth & foam change
14	New base change with wheel - chair
15	painting of chair
16	Sofa repair- (foam, spring/ fabric change) (per seat)
17	Fixing of new locking system Almirah
18	Fixing of new bush Almirah
19	Fixing of Handle Almirah
20	Repair of lock Almirah
21	Fixing of new leg 1x2 Almirah
22	Spray & painting of Almirah big Size
23	Spray & painting of Almirah small size
24	Spray & painting of Rack big Size
25	Spray & painting of rack small size
26	Rack repair nut bolt, fitting etc.
27	Replacement of new lock Almirah
28	Drawer, top screen fitting
29	Spray painting single drawer small size
30	Spray painting double drawer full size

31	Table top change incl board, sunmica, polish
32	replacement of laminate with ply & bidding
33	Replacement of bidding of wooden table and Almirah
34	Replacement of new channel in key board

12. Providing Tea & Coffee Services through vending machine

1. Objective

The Contractor shall provide Tea, Coffee and other beverage services through vending machines at various BYPL locations. The scope shall include supply, installation, operation, cleaning, refilling, preventive/breakdown maintenance and uninterrupted availability of vending machines, beverages and consumables.

The Contractor shall ensure that beverages supplied are of good quality, hygienically prepared and fit for consumption at all times.

2. Supply, Installation & Deployment of Vending Machines

1. The Contractor shall provide new, branded and good-quality vending machines at locations specified by the Officer-in-Charge (OIC).
2. Vending machines shall be of reputed brands such as Café Coffee Day, Coffee Day, Nescafé Gold.
3. The machines shall be installed, commissioned and made operational at the designated locations without any additional installation charges to BYPL.
4. All machines shall remain in good working condition throughout the contract period.
5. The Contractor shall provide a replacement machine within 6 hours in case the deployed machine becomes non-functional and cannot be restored within 4 hours.
6. The replacement machine shall be of equivalent or higher capacity/specification and shall be provided at no additional cost to BYPL.
7. The Contractor shall replace/change any machine if instructed by the OIC due to poor performance, frequent breakdowns, hygiene issues or any other operational deficiency.
8. Contractor shall have a standby machine for immediate deployment at the breakdown location.

3. Deployment of Machine Operator

1. The Contractor shall deploy trained, well dressed and adequately skilled machine operators at locations wherever specifically required by BYPL.
2. Operators shall maintain proper hygiene, cleanliness and professional conduct while performing their duties.
3. Operators shall ensure timely preparation/service of beverages, refilling of ingredients and cleaning of machines.
4. The Contractor shall ensure that the operators deployed are properly groomed and follow all applicable safety and hygiene requirements.
5. 2 Set each of uniform should be provided to each employee (For Summer & Winter)

4. Supply of Beverages and Consumables

The Contractor shall ensure continuous and timely availability of beverages, premixes and consumables as per the requirement of the OIC.

The indicative list of beverages/consumables shall include:

Sl. No.	Item
1	Cardamom Tea Premix
2	Hot Lemon Tea Premix
3	Bru Gold Coffee Premix
4	Premium Quality Disposable Paper Cups
5	Knorr Tomato Soup
6	Dairy Whitener – Normal Sugar
7	Taj Mahal Tea Bags – 100 Nos.
8	Tomato Soup
9	Milk – Single Toned, Amul/Mother Dairy
10	Roasted Coffee Beans
11	Wooden Stirrers
12	Sugar
13	Lemon Tea
14	Green Tea (Lipton/Tetley, or equivalent)

The OIC may modify/add/delete items depending upon operational requirements.

5. Quality Requirements

1. All beverages, premixes, milk(Mother Dairy/Amul), tea bags(Tetley/Brooke bond or equivalent), coffee beans(Nescafe gold or equivalent), sugar and other consumables shall be of approved/reputed brands and of good quality.
2. All products shall be within their valid shelf life and shall be stored as per the manufacturer's recommended conditions.
3. Expired, damaged, adulterated or contaminated material shall not be supplied.
4. BYPL reserves the right to reject any material that does not conform to the prescribed quality requirements.
5. Any rejected material shall be replaced by the Contractor within 24 hours at no additional cost to BYPL.
6. The Contractor shall ensure appropriate FIFO practices for storage and consumption of consumables.

6. Cleaning, Hygiene & Maintenance

1. The Contractor shall be fully responsible for cleaning, sanitization, preventive maintenance, repair and servicing of all vending machines.
2. Machines shall be cleaned regularly and kept free from dust, stains, spillage and accumulation of beverage residue.

3. The dispensing area, drip tray, nozzle, mixing chamber and other accessible components shall be cleaned at prescribed intervals.
4. All repair, maintenance, spare parts and service charges shall be borne entirely by the Contractor.
5. The Contractor shall maintain sufficient critical spare parts to minimize machine downtime.
6. No additional payment shall be made by BYPL towards repair, maintenance or replacement of machines.

7. Breakdown & Complaint Management

1. The Contractor shall provide a dedicated contact person/SPOC for reporting machine breakdowns and service-related complaints.
2. Breakdown complaints shall be attended within 2 hours of reporting.
3. The machine shall be restored within 4 hours.
4. If restoration is not possible within 4 hours, the Contractor shall provide a replacement machine immediately, without any additional cost.
5. Repeated breakdowns of the same machine may result in mandatory replacement of the machine as directed by the OIC.

8. Contractor's Responsibilities

The Contractor shall arrange, at its own cost:

- Machines and equipment
- Machine operators/manpower
- Beverages and consumables
- Cleaning materials
- Tools and tackles
- Spare parts
- Transportation/conveyance
- Storage arrangements, wherever required
- Any other resources necessary for satisfactory execution of the work

All incoming and outgoing materials related to the services shall be properly recorded in the designated register. The Contractor shall remain responsible for its own materials, equipment and belongings.

9. Additional Work

Any work beyond the scope defined in the Work Order/SOW shall be undertaken only after obtaining prior written approval from the authorized signatory of BYPL.

No claim for additional payment shall be entertained for any additional work undertaken without formal written approval/amendment to the Work Order

10.1. Penalty

The Contractor shall maintain uninterrupted, hygienic and satisfactory vending machine services. In case of failure to meet the service levels or If Machine not available/operational at the scheduled location then Rs 500/- per machine per day penalty shall be imposed

The total penalty in any calendar month shall ordinarily be limited to 10% of the monthly bill value for the concerned services. However, this limit shall not restrict BYPL's right to recover the actual cost/loss arising from serious negligence, damage to Company property, use of unsafe/substandard material, or any other contractual breach.

10.2 Recovery of Penalty

The penalty imposed shall be recoverable from the Contractor's running bills, monthly bills, security deposit or any other amount payable by BYPL to the Contractor.

10.3 Repeated Default

If the Contractor repeatedly fails to maintain the required service standards, BYPL may issue a written warning and require corrective action. Three or more major service deficiencies in a month or persistent failure to meet the prescribed SLA may be treated as a material breach of contract and may lead to further contractual action, including termination, as per the terms of the Work Order.

12. Service Level Requirements

The Contractor shall maintain the following minimum service levels:

- Machine uptime: minimum 98% per month per location
- Breakdown response: within 4 hours
- Breakdown resolution/replacement: within 6 hours
- Complaint attendance: within 2 hours
- Replacement of rejected consumables: within 24 hours

13. Inspection & Monitoring

BYPL/OIC shall have the right to inspect the vending machines, consumables, cleanliness, hygiene, service records and overall quality of services at any time.

The Contractor shall immediately rectify any deficiency pointed out during such inspection. Failure to comply may attract applicable penalties under this SOW.

14. Location-wise Requirement

The location-wise requirement for Tea/Coffee vending machines, including the number of machines and other applicable details, shall be as specified in Annexure V-I-J.

The actual number of machines/locations may be increased or decreased by BYPL during the contract period based on operational requirements, subject to the terms and conditions of the Work Order.

13. Water Purifier (RO, etc)

RO Maintenance

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**.
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.
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.
4. The scope will include periodic servicing, additional visit as required attending complaint intimation, and free replacement of any defective and worn out parts.
5. For each machine all consumable/ parts other than its main body structure shall be replaced, free of cost during the contract period.
6. The maintenance work will be required to be carried out without any hindrances to normal activities.
7. Logbook shall be maintained for services rendered; parts replaced and submit monthly report to Officer in charge.
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.
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.

14. **Water Cooler & Water Dispenser Maintenance**

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

1. Minimum one routine inspection visits by Technician **every month** and unlimited visits in case of breakdown of machines(Job Sheets of same to be submitted along with bill)
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.
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.
4. If machine needs to be re-installed at any new location, no extra charges will be paid except transportation charges if any.

15. **Pump/ Maintenance & Operation**

Scope for Booster Pump & Fire fighting Operators at UrjaVihar Colony

1. Operation of pumps for supply of drinking water in colony
2. Checking of status of over head water storage tank.
3. Operation of sewage pump
4. Keeping fire fighting pumps in running conditions by operating and maintaining them regularly so that they can function properly in any eventuality
5. Monitoring chlorination in drinking water
6. Maintenance of all pumps (water supply, submersible, Chlorination, Vacuum, sewage, fire pumps), fire extinguishers, air relief valves, hose reel, fire hydrants, sluice valves etc
7. 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
8. Being an essential service, contractor shall ensure round the clock service of the operator.
9. 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.

Submersible Pump Repair & Maintenance

1. Repair of Submersible Pumps

The vendor shall be responsible for repair and maintenance of submersible pumps installed at various office locations, including:

- 1 HP Submersible Pump
- 1.5 HP Submersible Pump

The scope shall include, but not be limited to, taking out/removal of the pump, dismantling, rewinding of the motor, necessary repair/replacement of components, testing, and reinstallation of the pump at its original location, as required.

Continuity of Water Supply During Repair:

In case a submersible pump is removed for repair, the Agency shall make all necessary arrangements to ensure uninterrupted/proper water supply to the concerned office premises during the repair period. The arrangement may include temporary water supply through an alternative source, as deemed necessary by the Officer-in-Charge.

Warranty on Repaired Pump:

All repaired/rewound submersible pumps shall carry a minimum warranty of six (6) months from the date of successful reinstallation and commissioning. Any defect attributable to the repair/rewinding work during the warranty period shall be rectified by the Agency at no additional cost to BYPL.

Providing & Installation of Panel Box for Submersible Pump

Supply, Installation & Commissioning of Panel Box:

The Agency shall be responsible for providing, installing, testing and commissioning of a suitable electrical panel box for the submersible pump, complete with all necessary protections, starters, switches, contactors, overload protection and associated accessories, as per the required pump capacity and site conditions.

- Make/Brand: Crompton or equivalent, subject to approval of the Officer-in-Charge.
- The panel shall be suitably rated for the respective 1 HP / 1.5 HP submersible pump and shall comply with applicable electrical safety standards.
- The Agency shall ensure proper earthing, wiring, connections, testing and safe commissioning of the panel.

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

MANPOWER FOR PLANNING PURPOSE ONLY:

The manpower figures depicted below for FMS Office / Colonies including Allied Services, Fleet Management services are intended for planning purposes only. Actual manpower deployment may vary as per site requirement, and it shall be the Vendor's responsibility to assess and deploy manpower strength sufficient to meet the SLA parameters specified in the scope of tender;

Description of Services	Designation	Skilled	Semi Skilled	Unskilled	Grand Total
Fleet mangement	Drivers including supervisors	48	--	--	48

Total - Fleet		48	--	--	48
FMS Staffs For Offices	Housekeeper	--	--	163	163
	Loader	--	--	5	5
	Gardener + panty boy + Office boy	--	32	--	32
	AC operator/ Electrician/Plumber/Carpenter	37	--	--	37
	Tea coffee machine operators	6	--	--	6
	Supervisor	15	--	--	15
Total FMS Staffs For Offices		58	32	168	258
FMS Staffs For Colonies	Housekeeper	0	0	11	11
	Gardener	--	1	--	1
	Lift/ fire pump operator/ Mason/ Carpenter/ Plumber electrician/ Supervisor	16	--	--	16
Total FMS Staffs For Colonies		16	1	11	28
Total - FMS Offices + Colonies + Fleet		122	33	179	334

SECTION V -PART II – Integrated Security, Access Control & Incident Response 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.

The security agency shall provide uniforms (Including shoes) 2 sets to all its employees deputed in field activities for execution of jobs under this contract. Separate uniform shall be provided according to the seasons i.e. Summer (2 nos.) and winter (2 nos.) on annual basis.

In addition to that security agency shall 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.

- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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)
- 1.9 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.

- 1.10 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.
- 1.11 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.
- 1.12 Agency shall provide & maintain following registers/logbooks in pre-printed format and present it for inspection by Officer-in Charge of the company.
- 1.13 There shall be no additional payment on account of addition/increase in number of locations or assets during the term of contract.
- 1.14 The security agency shall be responsible for filing the FIR / Police complainant and coordinating with the concerned authorities in the event of any security related incident within the assigned area of responsibility.
- 1.15 The security agency shall submit a half-yearly report/MIS detailing the issuance and status of uniforms and all other related items provided to security personnel.
- 1.16 Even under an SLA based engagement model, the deployment locations and the required number of security personnel for each location shall be mutually agreed upon and finalized before commencement of the contract. The agreed manpower strength shall form the basis of the SLA, and no additional charges or billing shall be applicable for deployment within the approved locations and sanctioned manpower. BSES management can change the location within the agreed number of security personnel. No additional billing even if the locations are increasing but the number of security personnel is same.
- 1.17 The security agency shall submit Daily, Weekly, and Monthly MIS (Management Information System) reports covering security operations, manpower deployment, attendance, incidents, patrol activities, system status, and any other agreed Key Performance Indicators (KPIs). The reports shall be submitted in the prescribed format within the agreed timelines.
- 1.18 The security agency shall appoint a dedicated Single Point of Contact (SPOC) who shall be available on a 24x7 basis to address all operational and service related issues. The SPOC shall have the necessary authority to coordinate and resolve routine matters promptly without requiring dependency on or approval from the agency's Head Office (HO). Issues requiring escalation to the Head Office shall not delay immediate response, decision-making, or resolution at the site level.
- 1.19 The Security Agency shall ensure that at least 10% of the deployed security personnel are certified and specifically trained in Fire Safety. These personnel shall possess valid

certification issued by the agency or a recognized training institution and shall be designated as Fire Trained Security Personnel.

This specialized fire safety training shall be in addition to the general fire prevention and fire safety awareness training provided to all security personnel.

These Fire Trained Security Personnel shall, at a minimum, be competent in on below mentioned points.

1. Identification of different classes/types of fire and the appropriate firefighting methods.
2. Selection and operation of the correct type of fire extinguisher for different fire classes.
3. Operation of fire hydrant systems, fire hoses, hose reels, and other first-response firefighting equipment.
4. Basic fire prevention, fire control measures, and emergency response procedures.
5. Initial firefighting, evacuation support, and coordination with the emergency response team until the arrival of the Fire Department.

1.20 BSES Management reserves the right to require the service provider to immediately remove and replace any deployed personnel whose conduct, integrity, performance, security antecedents, or continued deployment is considered undesirable or prejudicial to the organisational interest, including but not limited to security concerns, misconduct noticed by on-roll security in-charges or Head of Security , adverse verification, breach of security protocols, indiscipline, or other operational reasons. The service provider shall replace such personnel within the stipulated time outlined in the SLA without any further deliberation.

1.21 The Scope of work mentioned is as per minimum requirement and indicative only. The same may vary based on timely requirement of BYPL.

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.

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 (Cash and cheque handling work)

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 by the contractor. The contractor shall also provide courier boy for collection of cheques from various locations. The brief details regarding cash and cheque handling shall be as follows:

- a) **Cheque collection**: The Cheque pick agent will pick up the cheque from BYPL's cheque counter and ensure to deposit the same at BYPL's designated location i.e. BYPL's CPC Office Shankar Road, New Rajinder Nagar, New Delhi on the same day before 8 PM.
- b) **Cash Collection**: The cash pickup agent will pick up the cash in a sealed bag from BYPL's Cash Counter and deposit it directly to the bank on the next day before 11:00 AM. The cash pickup executive will count and verify the currency in all respect (soil and un-bankable currency) and check the denomination and total with annexure/summary. Pickup agent shall ensure before sealing the bag that un-bankable currency is not accepted while picking up.

The agency shall note that any discrepancy will not be entertained/accepted with respect to cash so collected from the counters after the acknowledgement/receipt is given to the cashier.

- c) Agency to ensure that cash/cheque are picked up from all the locations between 03:00 PM to 05:30 PM daily.
- d) The MIS shall be submitted to BYPL on the same day before 8 PM.
- e) **Cash & Cheques Collection on Gazetted Holidays & Sundays**: If required by BYPL, the cash and cheque collection shall be arranged by the contractor on Sundays as well as on Gazetted Holidays for which the prior intimation will be given by BYPL for which no additional charges shall be paid to the contractor. Approx 10-12 pickup per year are considered for this purpose.
- f) Further, details SOP to be followed shall be shared by BYPL to the contractor from time to time.
- g) There are total 49 number of locations from where the cash and cheques needs to be collected. These 49 number of locations are having 63 no. of counters. These 63 no. of counters are further divided for collection of cash and cheque.

16 locations are dedicated for collection of both cash and cheque having total 30 counters (30 counters = 2 counters x 14 locations + 1 counter x 2 locations) and 33 locations having 33 counters (1 counter x 33 locations) are dedicated for collection of cheques only.

***Note:** The Contractor shall thoroughly assess the complete cash and cheque handling requirements and shall accordingly provide adequate manpower, vehicles, insurance coverage, security arrangements and all other resources required for safe, secure and timely

execution of the work. All such resources shall be deemed to be included in the Contractor's quoted rates and no additional payment shall be admissible on account of any underestimation or additional resource requirement during the contract period.

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 Shakti Kiran Building Karkardooma, Delhi:

This 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 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**.

MANPOWER FOR PLANNING PURPOSE ONLY:

The manpower depicted below for security services is for planning purposes only. The same may vary as per the site requirement. Vendor has to assess the manpower strength to meet the SLA as mentioned in this tender:

Security Manpower	Category	No. of Manpower
Security Guards incl. Relivers	Semi-Skilled	326
Lady Security guards	Semi-Skilled	33
Gunmen	Skilled	13
Security supervisors incl. Relivers	Skilled	6
Security Field officer incl. Relivers	Skilled	5
CRO incl. Relivers	Skilled	3
*Total		386

***Note: The above total of 386 manpower is exclusive of the manpower/resources required for cash handling operations. The Vendor shall independently assess the requirement for cash handling activities and deploy adequate manpower as necessary to meet the applicable operational requirements and SLA.**

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

SCORE CARD FOR FACILITY MANAGEMENT SERVICES				
Sl. no.	Criteria	Description	Weight age	Scoring Criteria
			Score	
	Housekeeping Cleanliness and Upkeeps			
1	Housekeeping Cleanliness	Cleaning Quality(floor, Toilet,Furniture, Glass,etc)	25	If 0 to 15 Nos. of violation - 25
				16 to 20 Nos. violation – 22
				21 to 25 Nos. of violation - 19
				26 to 30 Nos. of violation - 16
				> 31 Nos. of Violation - 10
2	Uniform, Grooming & Behaviour	Manpower found without Uniform or Safety Gears	5	98% adherence to Uniform and Accessories - 10
				95%-98% Adherence Case In a month – 9
				90%-95% Adherence to Uniform and Accessories in a month - 7
				< 90% - 6
3	Attendance of Manpower and Deployment	Cases of reported misbehavior with company staff and visitor, Staff found sleeping, reporting in intoxicated state or absence from duty	9	98% - 9
				95%-98% - 8
				90%- 95% - 7
				<90% - 6
4	Waste Manageme nt & Disposal	Timely Disposal of Waste Material at designated area using Trolleys from Office Desk andPantry, Supply of Wet & Dry Dustbins	8	If No violation - 8
				Up to 5 No. violation - 7
				6-10 No violation - 6
				>11 violation - 4
5	Maintaining Safe level of consumable at all locations/ Availability	Timely Delivery of consumable, Supply opf Eco Friendly Consumables	4	If Availability 100% - 4
				Availability 99 % - 100% - 3
				Availability 99% - 98% - 2
				Availability 98% - 97% - 1

	of Consumable			
6	Complaint Resolution with in TAT	Housekeeping, Unhygienic area, etc	4	98% - 4
				95% - 97% - 3
				90% - 94% - 2
				85% - 89% - 1
				< 85% - 0
7	Daily Completion of Scheduled Housekeeping activities	Timely completion of Task	2	If 100% - 2
				98% -95% - 1
				<95% - 0
	Allied Services			
8	Supply of Heater/Desert Cooler/Blower/Heater at BYPL Location	Timely Supply of Approved make Cooler,heater,etc, Timely resolution of Complaints, Working Condition	1	Upto 5 No of Complaint - 1
				>= 5 - 0
	R&M			
9	Operation Of Pumps (Fire & Water)	Maintaining Logbook(Checklist, Running hrs, Maintenance Records)	2	If 100% - 2 If 98% to 95% - 1
		Operator Availability (in pump room while pump is on)		
		Daily Operation & routine inspection(Pressure pump, Leakage Gauge, electrical panels, proper cleaning of pump room		
10	Lift Operations	Preventative Maintenance	2	If 100% - 2 If 98% to 95% - 1
		Availability of Operator		
		Maintenance of Logbook/Checklist/Records, running hours		
		Complaint attending		
FLEET MANAGEMENT				
11	Availability of Driver	Not Providing Driver on time, Not Providing Driver on Reporting places. In case	5	98% - 4
				95%-98% - 3
				90%- 95% - 2

		driver found absent from his duty or is not performing duty as per instruction from office incharge		<90% - 1
12	Vehicle Cleanliness	Driver should ensure the vehicle is cleaned after every journey	3	98% - 3 97%-95% - 2 < 95% - 1
13	Logbook and documentation	Maintaining Logbook, etc	2	98% - 3 97%-95% - 2 < 95% - 1
14	Behaviour & Courtesy	Agency shall ensure that no driver consume alcohol and/or alcoholic substances while on duty, if found guilty that driver immediately removed from duty & a penalty per incident shall be imposed for such violation. If the Agency changes any Driver without prior intimation to admin department, then penalty shall be imposed per day per driver.	3	0 to 3 Nos. of Violation as reported by user - 2 >3 Nos. of Violation as reported by user - 1 > 6 Nos. of Violation - 0
15	Safe Driving and Traffic rules Compliance	Proper traffic rule compliance by driver	5	If 2 Violation - 5 If 2- 4 Violation - 4 If > 4 Violation - 2 (In a month)
	HK Colonies			
16	Housekeeping Cleanliness and Upkeeps – In Colony	Adherence to SOP, Daily and weekly Cleaning Schedule and checklist and timely Drain Cleaning	5	If 0 to 15 Nos. of violation - 5 16 to 20 Nos. violation – 4 21 to 25 Nos. of violation - 3 > 25 Nos. of Violation - 2
17	Uniform & Accessories -	Supply of uniform, quality safety gears & accessories as per scope of work.	1	If 0 to 15 Nos. of violation for not wearing Uniform and Accessories - 1 > 15 Cases in a month - 0
18	Attendance	Cases of reported	3	If No violation - 3

	& Behavior -	misbehavior with company staff and visitor, Staff found sleeping, reporting in intoxicated state, absence from work place for more than 30 minutes		> 1 No. violation - 1
19	Waste Management -	Timely Disposal of Waste Material at designated area (MCD)	2	If No violation - 2 >1 violation - 1
Safety Compliance				
20	Training - Monthly	Monthly training will be conducted for all the housekeeping, Driver, automation staff.	2	No. of training in a month 2 trainings - 2 1 training - 1 < 1 training - 0 (Per Division)
21	Adherence to Safety Compliance	Strict Adherence to the Safety Norms as per Scope of work (PPE Kit, Placement of Sinages, Wearing of Helmet, etc)	2	If No Violation - 2 1 - 2 Complaint - 1 ≥ 2 - 0
22	HR Compliance	PF, ESI, Wage payment on time, labour license	5	If No Complaint - 3 4 to 5 Nos. of Violation - 2 ≥ 5 Nos of Complaint - 0
Total			100	

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 contract. 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

SCORE CARD FOR SECURITY SERVICES			
Parameter	Evaluation Criteria	Score Weightage	Scoring Criteria
	Operational performance	100	
Operating Attendance	Attendance% against planned deployment shared by vendor.	15	If 100% :- 15, if >=97% :-12, if >95% :- 10, if >93% :-7, if >90% :- 6, If<=90% :- 5.
Theft	Case of theft & utoward incidents due to negligence of agency security staff.	10	If NO case :- 10, 1 case :- 8, 2 case:- 6, >2 cases:- 5.
Material Management	All Inward & outward movement of goods will be supported by gate pass & updated. All material loading & unloading will be checked.	5	If NO violation :- 5, 1 violation :- 4, 2 violation :- 3, 3 violation :- 2, >= 4 violation :- 1
Uniform & Accessories / Stationery	Supply of uniform, quality safety gears, Stationeries & accessories as per contract.	5	100% adherence to Uniform & Accessories :-5, Non adherence case in a month (1-5cases) :-2, >5 case :- 0
Training	Monthly training covering min. 110 security guards. Emphasis will be laid on fire drill, post, post responsibility. Discipline, handling & takeover,record keeping, incident reporting, CCTV operations, emergency mgmt, prevention of theft & robberies.	10	Training with 100-110 Guards : 10 no. 90-99 : 8 no. 80-89 : 6 no. 70-79 : 4 no Less than 70 :1 no.
Night Checking	The service provider will carry out 4 night checks per circle every month.	10	1Night check in a week (i.e Total 4 in a month) :- 10, 3 Night check/month :- 8, <3 Night check/month :- 0

Discipline & Behaviour	Cases of reported misbehaviour with the company staff , Customer or other visitors.	10	If NO violation :- 10, 1-5 violation :- 8 6-10 violation :- 6, 11-15 violation :- 4, >15 violation :- 0
Lapses on Duty	Agency Security staff in intoxicated state.	5	If NO violation :- 5, 1-5 violation :- 3, >5 violation :- 0,
	>Agency Security staff found sleeping, *>In case of Sleeping upto 15 sleeping the amount shall be imposed as defined below note After 15 incident the dedcutions as per score card shall apply	5	upto 15 Non Compliances :- 5, 16- 20 : 3 21- 25: 1 > 25: 0
	Agency Security staff absence from post for more than 30 minutes.	5	No violation :- 5, 1-5 violation :- 4, 6-10 violation :- 2, More than 10 violation :- 0
Complainces (HR,PF & ESI registrations, and adherence to the Minimum Wages Act,workmen's compensation insurance, proof of salary , leave pay , OT etc.)	Including timely wage disbursement. (on monthly basis upto 7th of each month)	10	Zero Non Compliances :- 10, Any Non-Compliance :- 0
Weekly Off	On monthly basis.	10	If 100% :-10, 1 cases :- 8, 2 cases :- 6, 3 cases :-4, 4 cases ; - 2 , >4 cases :-0.

Note: * Security staff found sleeping in the duty hour (Penalty on the agency for Rs.200 / incident with warning letter issued to the individual.)

(If repeated 3 cases reported from the same individual then necessary action to be taken by agency as per their policy.)

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
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Performance Review Mechanism

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- 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:
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 - (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 160sq 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** (ChandniChowk, Darya Ganj, Dilshad Garden, Jhilmil, Karawal Nagar, Krishna Nagar, Laxmi Nagar, MayurVihar, Vasundhara Enclave, Nandnagri, PaharGanj, 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	ChandniChowk (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 & ChunaMandi	Ram Nagar & ChunaMandi
	Daryaganj (DRG)	9	Daryaganj	
			Jama Masjid	Jama Masjid / HauzQuazi
			Minto Road	Minto Road [Ansari Road]
	Patel Nagar (PNR)	5.7	East Patel Nagar	East Patel Nagar
			Kikarwala	Kikarwala [Sarai Rohilla]
			Sarai Rohilla	
North East Circle	Shankar Road (SRD)	8.7	Chapperwala	Chapperwala
			Shankar Road	Shankar Road/Pusa Road
			Pusa Road	
	GT Road (GTR)	7.6	E&F DilshadGardan	E&F DilshadGardan
			G T Road	G T Road
			Zafrabad	Zafrabad

	NandNagari (NNG)	12.5	C-2 NAND NAGRI	C-2 NAND NAGRI
			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	
South East Circle	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

DIVISION		LIST OF BUILDINGS	Area (In sqft)
CHANDNI CHOWK	1	Town Hall (Commercial+Cash Office)	7900
	2	Complaint Centre+Cash office, Lahori Gate	4500
	3	FLC Kashmere Gate	2927
	4	Complaint + Cash Office- Hamilton Road	3375
	5	O&M Office-Paiwalan	3375
	6	Complaint Centre- Old Lajpat Rai Market	2927
	7	MMG Office, Fountain Grid	5542
DARYA GANJ	1	Business Office, Kamla Market	13988
	2	Complaint Centre- Ghata Masjid	7532
	3	Complaint Centre- Hauz Qazi	4455
	4	Complaint Centre- Jama Masjid	1556
	5	Dispensary GB Pant	9040
	6	KCC GB Pant	
	7	Permanent Lok Adalat - Mata Sundri road	5380
	8	DAG S/Stn Delite Cinema	1556
DARYA GANJ 1	1	RPH Store	34277
	2	33KV Grid DDU Marg	4455
	3	33KV Grid Delhi Gate	2152
	4	33KV Grid Minto Road	8070
	5	33KV Lines I.P.Estate	4035
	6	Circle Office - Gandhi Market	16140
	7	O&M Dariyaganj - Minto Rd	6133
	8	O&M Store, Minto Rd	7800
	9	FLC Mata Sundri	2927
GTR	1	GTR Grid (Business Office + Cash Office)	14526
	2	Complaint Centre- E&F Sai Chowk	2927
	3	B-Block, O&M Dilshad Garden	2905
	4	MMG Office, A Block Jhilmil	5853
	5	Complaint Centre - Jafrabad	5810
	6	S/Stn. No. 2, Jafrabad	2927
	7	Complaint Centre-Shahdara	1625
	8	DSIDC Grid	14666
	9	Seemapuri Dispensary	559.52
	10	L Block Grid, Shahdara	2152

		- C&M Store	
		- Break down office	
	11	Dwarkapuri Grid	7769
JHILMIL	1	C&M Meter Store S.M.Vihar	5853
	2	Complaint Centre-Kasturba Nagar	5853
		- HR CMC	
		- Cash Office	
		- Sub Division/Complaint Centre Office	
	3	CBD III	16409
		- Commercial	
		- Cash	
		- Sewa Kendra	
		- RCM	
	4	CBD-1 Grid	3497
	5	Meter Lab, Savita Vihar	3142
	6	Vivek Vihar B-Block (O&M)	5810
	7	Vivek Vihar Grid	4843
	8	Dispensary CBD III	2927
	9	Karkardooma Store	2690
	10	Complaint Centre(Ojhaswini) Saini Enclave	2927
	11	Preet Vihar Grid	3497
		- Preet Vihar Office	2410
	12	Shreshtra Vihar Field Office (Guest House)	2927
KARAWAL NAGAR	1	Bhagirathi Grid	4842
		- Commercial Office	
		- O&M Office	
	2	Complaint Centre-Sonia Vihar	2927
	3	Complaint Centre-Gokul Puri	1022
	4	Complaint Centre-Mukhiya Market	2927
	5	66 KV Sonia Vihar Grid	4842
		- Transformer Store Sonia Vihar	
	6	66 KV Karawal Nagar Grid	18077
Karkardooma Head Office	1	Karkardooma Grid	3497
	2	Main Building	46537
		- Control Room + Dak Room + Visitor	
		- Centralised Cash Collection Centre	
		- CMC HR Karkardooma	
		- Pump House	
	3	CBD II Grid	16409

		- HR Billing/Audit Department	
		- Confidential Centre	
		- Driver Room	
	4	Red Building	14203
		- CGRF Ground Floor	
		- IT + Medical Audit	
KRISHNA NAGAR	1	F-15 Division Office	6628
		- Cash Office	
	2	8A-Block Geeta Colony	1840
		- MMG Office Krishna Nagar	
		- Cash Office, Krishna Nagar	
	3	12 Block Grid	2636
	4	17-Block Geeta Colony	2927
	5	C Block Krishna Nagar Grid office	1076
		- Complaint Centre-C Block	
	6	Complaint Centre Gagan Vihar	1625
	7	Kailash Nagar Grid	6241
	8	Kanti Nagar Grid	4788
		- Cash Office	
		- Complaint Centre	
	9	18 Block Geeta Colony	3142
LAXMI NAGAR	1	Complaint Centre Priyadarshini Vihar	3142
	2	Civil Office, Preet Vihar	3357
	3	Patparganj Industrial Area Grid	12837
		- Transformer Workshop	
		- Switchgear Workshop	
		- Safety Workshop	
		- Transformer Store	
	4	Guru Angad Nagar grid	18927
		- Business Office, CHD, CMG etc	
		- Cash Office	
	5	S/Stn 13 Madhu Vihar	2927
	6	B Block Preet Vihar	2927
	7	Ghazipur Store	19368
	8	Shakarpur Grid	21520
		- Cash Office	
		- Quality Office	
	9	Akshardham Grid	4842
	10	Urja Vihar Civil Office	2500
	11	S/Stn. 2, Patparganj	2927

	12	Learning and Development Centre, Patparganj	4304
LAXMI NAGAR 1	1	S/stn 5, Enforcement II	4304
	2	S/stn 4 SCADA Office	2905
	3	S/stn 16 P&E + EHV	2927
	4	S/stn 11 EHV Office (BALCO)	2927
	5	S/stn 6 Zonal Office	2927
	6	S/stn 14 MMG Office	2927
	7	S/stn 7 O&M Office	5810
	8	S/stn 9 Joshi Colony	2905
	9	S/stn 12	2905
	10	S/stn 2 Patparganj Industrial area Store	2927
	11	66 KV GH I Grid	4842
	12	66 KV GH II Grid	4842
		- Sports Centre	
	13	S/Stn. 15 KCC / GCC	2927
Mayur Vihar I & II	1	Complaint Centre- Pocket-C Mayur Vihar-II	3228
	2	13 Blk Sub Division Office Trilokpuri	818
	3	Complaint Centre Anand Lok S/stn 2	2905
	4	66KV Noida Mor Grid	4842
	5	66KV Khichripur Grid	4842
	6	66KV Chilla Grid	4842
	7	O&M Office, Sadar Apartment	2905
	8	Mayur Vihar Commercial Office I & II	5810
	9	Pkt-E, Old Meter Store	2927
	10	5 Block Dispensary Trilokpuri	2927
Mayur Vihar-III	1	BM-Commercial S/Stn 7	2905
	2	DGM-O&M S/Stn 2	2905
	3	S/Stn. 8 Rayan Pub. School	2927
		- Cash office	
	4	Complaint Centre - S/Stn. 3 nr. Rayan Pub. School	2927
	5	Complaint Centre- Mix Hsg Flat S/Stn. 4	2927
	6	MMG Office S/Stn. 6	6600
	7	66 KV Dallupura Grid	7919
	8	66 KV New Kondli Grid	4842
	9	Old Kondli Grid	4820
NAND NAGRI	10	Mulla Colony Scrap Store	77472
	1	66KV Grid Tahirpur	4842
		- Commercial Office, Tahirpur	
		- Cash Office	

	2	GTB Store	2927
	3	Ghonda Grid	4788
	4	66KV Grid-Loni Rd	12406
	5	Complaint Centre- Jyoti Colony	2927
	6	Complaint Centre- LIG	1272
	7	MIG Flat O&M Office	5810
	8	Complaint Centre C2 Nand Nagri	5810
PAHAR GANJ	1	Aram Bagh Business Office	6026
	2	DGM-O&M C-Block	3142
	3	Complaint Centre-Ram Nagar	2819
	4	Complaint Centre-PP Qtrs	7952
		- PP Qtrs MMG	
	5	Complaint Centre BG Road	2334
		- Cash Office BG Road	
	6	Complaint Centre Chuna Mandi	2668
		- Cash Office Chuna Mandi	
	7	C Blk DDA Flat Motia Khan	5400
	8	HT B/D-Aram Bagh O&M	1625
	9	Motia Khan Grid	21090
		- Cash Office Motia Khan	
PATEL NAGAR	1	Business Office Patel Nagar	5068
		- Sub Division Office Patel Nagar	
	2	DGM-O&M Patel Auto	2862
	3	33 KV Grid DMS Shadipur Depot	2862
	4	Complaint Centre-O&M Kikarwala	3766
	5	Complaint Centre(O&M) Sarai Rohilla	2927
	6	33KV Grid Prasad Nagar	3282
	7	Vigilance Office Prasad Nagar	2927
	8	Dispensary Tripolia	7650
	9	33KV Grid Anand Parbat	16140
		- Cash Office Anand Parbat	
SHANKAR ROAD	1	33KV Grid Shankar Road	67121
		- Commercial Office	
		- Cash Office	
		- Complaint Centre Shankar Road	
		- Shankar Road Dispensary	
		- SCADA	
	2	66 KV Shastri Park Grid	5746
		- Cash Office Shastri Park	
		- MMG Office	

	3	33KV Tibbia College Grid	6026
	4	O&M Office R-Blk	3153
	5	Complaint Centre-Chhapperwala	2552
		- Cash Counter	
	6	Complaint Centre- China Market	1851
YAMUNA VIHAR	1	Yamuna Vihar Grid	14200
	2	Complaint Centre C-12 Yamuna Vihar	1625
	3	Complaint Centre-Seelampur	3142
	4	66KV Seelampur Grid	4788
		- Seelampur Grid Cash Office	
	5	66 KV Shastri Park Grid	6822
		- Shastri Park Enforcement Meter Store	
		- Shastri Park Grid Cash Counter	
		- Complaint Centre- Shastri Park O&M	
	6	C11 Dispensary-Yamuna Vihar	1625
	7	C-6 O&M Office Yamuna Vihar	1614
	8	C-10 Yamuna Vihar	1575
	9	C-8 Store Yamuna Vihar	1625
	10	C-7, Commercial Office	5810

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

Sl. No.	ADDRESS	DIVISION	No of Cleaning in a day
1	MMG office MVRPH-1 & 2	MayurVihar 1&2	Three Times
2	S/Stn No.01 Near Glaxo Aptt (EV Charging Station)	MayurVihar 1&2	Three Times
3	S/Station No 6	MayurVihar 3	Three Times
4	Mulla Colony Scrap Store	MayurVihar 3	Three Times
5	Cash office Shakarpur Grid	Laxmi Nagar	Three Times
6	Shakarpur Grid one time	Laxmi Nagar	Three Times
7	Zone 2501, Priyadarshnivihar Complaint centre	Laxmi Nagar	Three Times
8	Zone 2502, Preetvihar 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 centrekrishna Nagar (C Block Lal Quarter)	Krishna Nagar	Three Times
16	Complaint centre Gandhi Nagar (17 Block Kanchan Apartment)	Krishna Nagar	Three Times
17	Complaint centreGeeta colony (8 A Block)	Krishna Nagar	Three Times
18	Complaint centreGaganVihar	Krishna Nagar	Three Times
19	Complaint centrekanti 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 ofiicekanti Nagar	Krishna Nagar	Three Times
23	Cash Office Kailash Nagar	Krishna Nagar	Three Times
24	SurajmalVihar C&M Store	Jhilmil	Three Times
25	Saini Enclave	Jhilmil	Three Times
26	KKD Store	Jhilmil	Three Times
27	Dwarkapuri 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	SeelamPur 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	SeelamPur 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	SoniyaVihar complaint centre and cash office	Karawal Nagar	Three Times
41	khajurikhas (Soniavihar) 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 centrekarawalnagarMukhiya market	Karawal Nagar	Three Times
45	GTB Store	NandNagri	Three Times
46	LIG complaint center	NandNagri	Three Times
47	West Jyoti Nagar Complaint centre	NandNagri	Three Times
48	C2 nandnagri complaint centre	NandNagri	Three Times
49	66 KV ghonda grid cash countre	NandNagri	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	hauzKhas complaint centre	Darya Ganj	Three Times
59	ChunaMandi cash Office	PaharGanj	Three Times
60	Shastri Park MMG	Shankar Road	Three Times
61	Pusa road complaint	Shankar Road	Three Times
62	Chheperwala cash	Shankar Road	Three Times
63	Chheperwala 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 patelnagar	Patel Nagar	Three Times
66	Kikarwalachowk complaint centre. Dev nagarkarolbagh	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 Sqmtr	Plot Area	HK Staff	Technical Staff	Supervisor	Gardener	Lift Operator	Pump Operator
1	Sub Station Flat	3	S-stn no. 19, IPEXtn. 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 Appt. Opposite MVR Ext. Metro Station	1	70	70	330.92						
11	Sub Station Flat	3	S-Stn flat no.2 Glaxo Appt. Opposite MVR Ext. Metro Station	1	70	70							
12	Sub Station Flat	3	S-Stn no. 9 MVR III Near NagarjunApptt.	1	70	70	557.62						
13	Sub Station Flat	3	Type III Flat S-Stn no. 3 IP Extn. (Near Swati Appt.	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, NirmanVihar	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 Appt.	1	70	70	557.62						
18	Sub Station Flat	3	Sub-Stn Flat, PratapKhand	1	70	70	270						
19	Sub Station Flat	5	B BLOCK, YOJNA VIHAR	1	190	190	250.43						
20	Sub Station Flat	5	AnandLok, Opp. Supreme Enclave, MVR-1	1	144	144	557.62						
21	Sub Station Flat	5	Bank Enclave	1	171	171	250.7						

22	Urjavihar (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				Exhaust Fan	Ceiling Fan	Wall Fan	Water Cooler	Water Dispenser
	No of Heater	No of Blower	Desse rt Cooler	Desse rt Cooler Stand					
MVR I&II	50	59	23	5	40	67	38	5	16
KKD	100	45	40	5	80	126	70	10	16
NNG	45	22	39	5	40	80	48	5	16
LNR(O&M)	50	44	38	5	61	119	64	9	20
KWN	30	15	20	5	35	50	30	5	16
CCK	30	25	30	14	51	69	40	6	20
PTN	41	17	22	5	42	62	33	5	11
Shankar Road	57	26	28	5	56	158	25	5	22
LNR	73	62	50	5	70	90	105	16	24
HO	30	43	25	5	53	15	120	6	14
YVR	50	18	40	5	56	119	36	5	19
KRN	67	18	39	5	50	102	30	5	19
MVR III	65	20	40	5	30	40	27	3	13
GTR	75	42	40	15	53	127	37	8	15
Daryaganj	60	18	23	23	80	128	55	8	20
PHG	56	28	28	5	25	83	20	5	15
Gandhi Market	68	45	55	5	63	125	40	5	20

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

Sr. No.	Vehicle Make	Nos.	Shift
1	Altis	1	1
2	Innova Crysta	1	2
3	Maruti Invicto	1	1
4	Cash Van (Bolero	4	1
5	Eeco	6	3
6	Eeco	3	2
7	Eeco	15	1
8	Eeco Ambulance	1	3
9	FLC 11 KV Bolero	2	3
10	FLC 11 KV Bolero	1	2
11	FLC 11 KV Bolero	6	1
12	FLC 33KV SML	2	2
13	Fork Lift	1	1
14	Hydra Crane	2	1
15	Tata Punch (EV)	11	1
16	Tata Punch (EV)	7	2
17	Windsor (EV)	3	2
18	Tata Nexon EV (New)	4	2
19	Tata Nexon EV (New)	3	2
20	Tower Wagon SML	1	3
21	Tower Wagon SML	2	2
22	Tower Wagon SML	7	1
23	Toyota Etios	2	2
24	Truck (Close Body)	4	1
25	Truck SML (Open Body)	1	2
26	Truck SML (Open Body)	6	1
27	Wagon R	2	1
28	Wagon R	3	2
Total Vehicles		102	48

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

Sr. No.	Furniture Description	Total Count (Nos.)
1	Bench	165
2	Cane Chair	695
3	Cushion Chair	2,779
4	Iron Stool	28
5	Judge's Chair - Wooden	7
6	Perforated Chair	945
7	Revolving Chair	4591
8	Sofa	123
9	Wooden Bench	129
10	Wooden Chair	215
11	Almirah	2,297
12	Wooden Drawer	1502
13	Steel Locker	533
14	Steel Rack	1508
15	Wooden Rack	542
16	Table	2867
17	Cubicles	252
18	Workstation	946
	Total	20,124

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-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 FIRE PUMP OPERATION

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

**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 & Cheque Collection Centers / Cash Chest					
a.	Cheque Collection center	33				
b.	Common Cash & Cheque Collection center	16				
c.	Cash Chest	2				
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	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. 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.
Training Topics	Training should include the following Core training topics: 1. Nature and Role of Private Security Guards a) Security Awareness i. Private Security Guards and the Criminal Justice System ii. Information sharing iii. Crime and Loss prevention b) Security Guards Conduct i. Ethics ii. Honesty iii. Professional Image 2. Observation and Incidents Reporting a) Observation Techniques b) Note Taking c) Report Writing d) Patrolling Techniques 3. Principles of Communications a) Interpersonal Skills b) Verbal Communication Skills c) Customer Service and Public Relations 4. Principles of Access control a) Ingress and egress control procedures b) Electronic security systems 5. Principles of Safeguarding Information Proprietary and Confidential 6. Emergency Response Procedures a) Critical Incidents Response (eg. Natural disasters, accidents human caused events) b) Evacuation Processes 7. Life Safety Awareness Training

- 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-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

SECTION – VI : PRICE BID

Sl. No.	Item Description	Unit	Qty	Per Month Unit Rate (Rs)	Annual Value (Rs)	Total Amount for 36 Months (Rs)
PART - A	Integrated Facility Management Services					
1	Integrated Facility Upkeep & Soft Services - Office Premises (Cleaning & Sanitation, Waste Management, Electrical & Plumbing Serviceability, Carpentry, Washroom Fixture Upkeep), as per the scope of work	Month	36			
2	Integrated Estate Upkeep & Common-Area Services - Residential Colonies (Cleaning, Waste Management, Electrical & Plumbing Serviceability, Gardening ,Common-Area Maintenance), as per the scope of work	Month	36			
4	Fleet Availability & Mobility Management Services (Vehicle Uptime, Trip Scheduling, Fuel & Compliance Assurance) as per the scope of work	Month	36			
5	Integrated Security, Access Control & Incident Response Services - Asset and Premises Protection, as per the scope of work mentioned	Month	36			
6	Providing Cash & cheque handling work as per scope of work	Month	36			
	Total - Part - A					
	GST @ 18%					
	Total with GST (A)					

Part - B	Rental Services and Annual Maintenance Services	Unit	Qty	No. of Months per Annum	Per Month Unit Rate (Rs)	Annual Value (Rs)	Total Amount for 36 Months (Rs)
6.1	For Rental Basis		a	b	c	d=axbxc	e=dx3
i	Provision, Installation & Uptime Assurance of Evaporative Air Coolers (Standard Capacity) , excluding Stands - Division Offices and Grids, Seasonal Deployment April to October As per Scope of work	Nos	580	7			
ii	Provision & Upkeep of Air Cooler Support Stands (Standard) - Division Offices and Grids, April to October - As per Scope of work	Nos	122	7			
v	Provision & Uptime Assurance of Space Heating Appliances - Division Offices and Grids, Seasonal Deployment November to March - As per Scope of work	Nos	947	5			
vi	Provision & Uptime Assurance of Air Blower Units - Division Offices and Grids, November to March - As per Scope of work	Nos	547	5			
6.2	For Annual Maintenance						
i	Comprehensive Maintenance & Potable-Water Availability Assurance of Drinking Water Coolers - 111 Nos & water dispensers 296 (inclusive of Compressor, Spares and Consumables) As per Scope of work	LS / Per Month	1	12			
ii	Preventive & Breakdown Maintenance of Ceiling Fans — 1560 nos Assured Serviceability, Division Offices and Grids - As per Scope of work	LS / Per Month	1	12			

iii	Preventive & Breakdown Maintenance of Wall-Mounted Fans - 818 Nos — Assured Serviceability, Division Offices and Grids - As per Scope of work	LS / Per Month	1	12			
iv.	Preventive & Breakdown Maintenance of Exhaust Fans - 885 Nos — Assured Serviceability, Division Offices and Grids - As per Scope of work	LS / Per Month	1	12			
v	Comprehensive Maintenance & Water-Quality Assurance of RO Purification Systems As per Scope of work	LS/Month					
	Total - Part - B						
	GST @ 18%						
	Total with GST (B)						
Part - C	Activity Based Charges	Unit	Approximate Qty. per month	Unit Rate (Rs)	Annual Value (Rs)	Total Amount for 36 Months (Rs)	
			a	b	c=axbx12	d=cx3	
1)	Furniture Refurbishment & Restoration Services - As per Scope of work	LS	1				
2)	Beverage Dispensing Services through Vending Systems - Machine, Consumables, Hygiene Upkeep and Uptime Inclusive (Green Tea, Tea, Black Coffee) As per Scope of work in Section V	Nos	32000				
	Total - PART - C						
	GST @ 18%						
	Total with GST (C)						
	GRAND TOTAL for 36 Month - PART A+B +C (incl GST) (A + B+C)						

*Part - D	Charges for additional manpower required to maintain in any additional of work apart from this tender/addition of Offices / Colonies / Grids etc. (charges should be inclusive of wages, uniform, Insurance etc. as per the requirement of this tender)				
Sr. No.	Item Description	Unit	Qty	Unit Rate (Rs)	Total Amount (Rs)
1	Housekeeper	LS/ month	Rate only		
2	Office Boy	LS/ month	Rate only		
3	Driver	LS/ month	Rate only		
4	Security Guard	LS/ month	Rate only		
5	Temporary Deployment of Additional Security Guard on need basis (8 Hr Duty Per Day)	Per Day	Rate only		

***Note for Part -D : Vendor shall be informed 7 days prior to deploy such manpower and that manpower should be over and above the manpower already deployed by the vendor for Facility Management work as per the Scope of this tender.**

NOTE:

- a. Bidders are advised that the financial impact, if any, arising from the implementation of the Labour Codes, including the Code on Wages, 2019 and other applicable Labour Codes, shall not be loaded/included in the quoted Price Bid as an anticipated or prospective cost.

The Price Bid shall be submitted strictly in accordance with the wage rates, statutory obligations and other assumptions specified in the Tender Document.

- b. Any actual additional statutory financial liability arising during the Contract Period solely due to the implementation of applicable Labour Code provisions may be considered for reimbursement by the Company separately, subject to the terms, conditions, documentary verification and approval mechanism specified in the Contract. Accordingly, bidders shall not make any separate provision, contingency loading or price escalation towards the anticipated impact of the Labour Codes in their quoted rates.

- c. All Rental items should be available on or before the start of rental period as mentioned price bid. These quantities are indicative only. Payment shall be done on actual quantity and rented period only.
- d. Price quoted above shall remain firm for entire duration of the contract including extension period, if any.
- e. Statutory variation in statutory labour compliances including increases under a notification issued under the Minimum Wages Act, 1948- Delhi during the contract period or any increased in labour wages by BYPL shall be reimbursed on an actual basis during the contract period for PART – A and D only, Any variation on Duties, taxes & levies variations related to this contract shall be reimbursed on an actual basis during the contract period. However, rates for activity-based charges, Rental Services and Annual Maintenance Services shall remain firm during the entire contract period for PART - B & C.
- f. The locations covered under this Contract, including Housing Offices, Residential Colonies, Security Locations, Buildings, Grids, and other facilities, are specified in the Scope of Work and in respective Annexures. In the event of addition or increase in the number of buildings, grids, or locations due to new construction, operational expansion, or reorganization after the date of bid submission, the Bidder shall provide the additional services only upon written instruction of the Employer.

Payment for such additional services shall be made at the applicable rates set out in Part D of this Price Bid, against the additional service coverage certified as delivered by the Engineer-in-Charge.

- g. Any increase or decrease in the quantities specified under Part–B of the BOQ during the contract period shall be permitted, as required by the company, and shall be adjusted on a pro-rata basis against the corresponding BOQ rates. Such variation shall be applicable for the remaining contract tenure, as the case may be.
- h. Payment terms for Part – A to D (for additional location if any) :
Bidder will raise monthly bill on 100% monthly charges. 10% monthly retention of the invoice value (without GST) will be made on bills which shall be payable at the end of respective annual contract period. The Retention Amount shall be appropriated as follows:
 - i) up to 7% (seven per cent) towards payment of bonuses to the Bidder's manpower in accordance with the Payment of Bonus Act, 1965;
 - ii) up to 2% (two per cent) towards leave encashment under the applicable shops and establishments act of the relevant state; and
 - iii) 1% (one per cent) towards settlement of any other claims of the Company against the Bidder under this Contract.

The Retention Amount, or any part thereof, shall be applied only upon the Bidder furnishing supporting documents evidencing the relevant payment liability. Any balance Retention Amount remaining with the Company shall be released to the Bidder within 30 (thirty) days of the completion of the annual contract period.

- i. Penalty shall be levied on the monthly payment of Bidder on the basis of its performance mentioned in the Score Cards and will be deducted from successive month's bill.
- j. The bids will be evaluated commercially based on the total all-inclusive price of Part A+B+C quoted for 3 years period.
- k. The bidder shall quote the prices strictly in the above format / item description / content. The bid shall be liable for rejection, if Bidder 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 Bidder.
- l. The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
- m. The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate rows meant for the purpose.
- n. All rates quoted herein are for defined service outcomes measured against the Service Level Agreement and Performance Scorecard at Section V. Manpower, equipment, materials and consumables are inputs deployed at the Bidder's sole discretion and responsibility. The Bidder is the sole employer of all persons engaged by it, and no rate in this schedule is computed on a per-person or per-man-day basis
- o. Instructions shall be issued only to the Bidder's designated Site-in-Charge, and no officer of the Company shall supervise, direct, discipline, or approve the engagement or removal of the Bidder's personnel. Also brief the Engineers-in-Charge accordingly — day-to-day practice is what gets examined, not the tender text.
- p. RA is mandatory. The bids will be evaluated commercially based on the total all inclusive price. BYPL reserves the right to evaluate the bid in totality or package wise at company level. RA will be conducted on PART – A+B+C with GST. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at contract amount of Part A ,Part B , PART C as well as PART – D

RA methodology will be informed separately to all the qualified bidders.

Annexure VI-A : CHECK LIST FOR MONTHLY BILL

BYPL

CHECK LIST FOR VENDORS (SERVICES)

VENDOR CODE:

AGENCY NAME:

CONCERNED PERSON:

AGENCY ADDRESS

PHONE/ MOBILE NO.

Email ID:

VSC Entry No	
VSC Entry Date	

S. No.	DESCRIPTION	<u>Period</u>	PAGE NO.	TO BE FILLED UP BY VENDOR.
1	Original Tax Invoice	As per service period		
2	E-Invoice (if applicable)/ Declaration for non-applicability	As per service period		
3	Certified Measurement sheet / Bill	As per service period		
4	Attendance sheet (if applicable)	As per service period		
5	Invoice Movement Sheet (If applicable)	As per service period		
6	Work Order no. with COPY (Frame order no. with COPY)	As per service period		
7	Scheme No.	As per service period		
8	Actual date of start of work for current invoice	As per service period		
9	Actual date of Completion of work for current invoice	As per service period		
10	Declaration - Labour Less than 20 Labour (Duly Certified by DGM-EIC)	As per service period		
11	Declaration - Minimum Wages Letter(Duly Certified by DGM – EIC)	As per service period		
12	Declaration – PF & ESI Deposit	As per service period		

13	Declaration – GST Deposit	As per service period		
14	Quality Certificate (If Applicable)	As per service period		
15	Safety Certificate (If Applicable)/ Self Certificate	As per service period		
16	EBS (If Applicable)	As per service period		
17	Material Reconciliation (Annexure)(If Applicable)	As per service period		
18	Scrap Document (If Applicable)	As per service period		
19	Completion Report (if applicable)	As per service period		
20	Supporting Documents (Annexure to be attached with all supporting documents with reference to bill)	As per service period		
21	Wages Register (Wages Should Be Paid As Per The Latest Notified Minimum Wages Rates of Delhi)	As per service period		
22	WORKMEN REGISTER WITH DEPLOYED MANPOWER FORM (XIII)	As per service period		
23	ECS / Bank Statement (with highlighted salary debit transaction)	As per service period		
24	PF Challan	As per service period		
25	ESIC Challan	As per service period		
26	PF ECR	As per service period		
27	ESIC Contribution Sheet	As per service period		
28	PF Registration	Yearly/One Time as applicable		
29	ESIC Registration	Yearly/One Time as applicable		
30	PAN CARD	Yearly/One Time as applicable		
31	GST REGISTRATION / Declaration – GST Applicability (If GST not applicable declaration required)	Yearly/One Time as applicable		
32	Shops and Establishment Registration Certificate	Yearly/One Time as applicable		

33	Labour License, If Manpower Is More Than Equal To 20 Nos, to be obtained from respective DLC office (South / South-East/ South-West / West & New Delhi)	Yearly/One Time as applicable		
34	Electrical License (if applicable)	Yearly/One Time as applicable		
35	Workmen Compensation Policy (If Manpower Is Not Covered Under ESIC)	Yearly/One Time as applicable		
36	Third Party Insurance (Public Liability Policy)	Yearly/One Time as applicable		
37	Group Personal Accidental Policy (each manpower should be insured with the amount as mentioned in work order)	Yearly/One Time as applicable		
38	MEDICLAIM POLICY OF EMPLOYEES(if applicable)	Yearly/One Time as applicable		
39	Group Term Life Insurance Policy if part of work order (each manpower should be insured with the amount as mentioned in work order)	Yearly/One Time as applicable		
40	BOCW Registration (if applicable)	Yearly/One Time as applicable		
41	PSARA Registration (for security work)	Yearly/One Time as applicable		
42	MSME Registration(If Yes attach certificate)	Yearly/One Time as applicable		
43	FSSAI License(for canteen only)	Yearly/One Time as applicable		
44	Bank Guarantee (if applicable)	Yearly/One Time as applicable		

Name of Division: _____

Description of Services: _____

NOTE:-

- The Document's Should be arranged in order as per Check List
- All documents checked by VSC and if no discrepancy is found then VSC Entry Number provided.
HR Compliance monthly documents (Wages Sheet, PF Challan & ECR, ESI challan& Contribution Sheet, ECS & Bank Statement (with highlighted wages debit transactions) and annual documents (all applicable insurance policies, registrations and licenses) – If applicable to be sent by email (BYPL.hrcompliance@reliancegroupindia.com) to HR CMC cell)

VSC REMARKS (If Applicable):

To be printed on Letter Head of the Company during submission of Bills

To,
Vendor Support Cell (VSC)
BSES Yamuna Power Limited
Shaktikiran Building,
Karkardooma. Delhi-110031

Date:/...../.....

Subject- Declaration of Payment of GST and its compliance as per GST Act.

Division:-_____.

Invoice No. & Date:-_____, dated_____.

Sir,

We hereby undertake to deposit due GST with appropriate authority as per GST Act as and when becomes due against the awarded Purchase Order (PO) / Rate Contract (RC) ref. no._____dated_____By BSES Yamuna Power Limited (BYPL).

I would also like to bring your notice that I/We have paid/deposited the due tax with interest (if applicable) against the Invoice No.....dt.....at the time of filing GSTR1 and GSTR3B in which period the supply was made and all the invoices issued in favor of M/s BSES Yamuna Power Limited (BYPL), under GSTN 07AAGCS3187H2Z3 and the same is being reflected in BYPL's GSTR 2A/B.

I/We undertake to indemnify that, in the event of any default in compliance with the provisions of the GST Act, BYPL shall have the right to withhold the GST amount claimed by me/us until such default is rectified. BYPL shall also be entitled to recover any due tax, applicable interest, and penalties from any amounts payable or becoming payable to me/us in respect of services/supply contracts.

We further undertake to provide all necessary supporting documents towards our GST deposition and its compliance based on above declaration/claim to your company as and when required.

Thanking you

For and on behalf of (Name of Supplier / Bidder)

Authorized signatory

Aadhar No.:-

GST No.:-

Company Seal

ANNEXURE –I : BID FORM

To,

**Head of Department
Contracts & Material Deptt.
BSES Yamuna Power Ltd
Shakti Kiran Building, Karkardooma, New 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..... 2026

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	Small Scale Industry Registration Number (If Applicable)	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2022-23 (Rs. Cr.)	
25	Turn Over FY 2023-24 (Rs. Cr.)	
26	Turn Over FY 2024-25 (Rs. Cr.)	

27	Turn Over FY 2025-26 (Rs. Cr.)	
28	Profit after Tax FY 2022-23 (Rs. Cr.)	
29	Profit after Tax FY 2023-24 (Rs. Cr.)	
30	Profit after Tax FY 2024-25 (Rs. Cr.)	
31	Profit after Tax FY 2025-26 (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

**ANNEXURE – III : 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/Bidder.
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-rata 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:

BYPL

ANNEXURE – IV : Supporting Documents Details as per Qualification Requirements :

Sr · N o.	PQR Criteria	Supporting Documents Submitted	Page No of Bid Document submitted by Bidder
1.1 Technical Qualification			
1	The bidder should have minimum five years experience in providing Facility Management Services (housekeeping, Office Boy , Fleet management , allied services and Security Services) having a minimum of 2000 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 (FY21-22 to FY25-26).	PO/WO/ Contract Agreement (s) etc. from client and corresponding completion certificates.	
		Details of contracts executed by bidder in the last five (5) years supporting the experience credentials shall be submitted as per format in Attachment - A.	
2	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)	PSARA Registration certificate provided by DELHI Govt should Submitted	
3	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.	
4	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	Undertaking/details of such office on their letter head.	
		The Head/ In-charge of this office should be competent enough to take all decisions related to this contract	
1.2 Financial Qualification			
5	The bidder must have executed:	Completion certificate indicating the executed amount received from the relevant agency.	
	A single order of minimum value of Rs 34 Crore	For ongoing projects Bidder need to submit completion certificate from client mentioning successful completion of work with value within the last five financial years (FY21-22 to FY25-26)	
	or		
	Two Orders of minimum value Rs 21		

	Crore each		
	or		
	Three orders of minimum value Rs 17 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 (FY21-22 to FY25-26)).		
	The completed Cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose.		
6	The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY25-26, FY 24-25, FY 23-24) should not be less than Rs 120 Crore (excluding GST).	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.	
	In case the audited balance sheet is not available with the bidder for FY 25-26, the bidder shall submit the audited balance sheet for FY 22-23		
7	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	Certificate of Net Worth duly certified by Chartered Accountant for the last financial year i.e. FY 2024-25.	
		The Net worth certificate must have UDIN Number.	
8	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.	Solvency Certificate not older than 30 days from the date of submission of techno-commercial bid	
1.3 Statutory Requirement			
9	GST and PAN Registration	GST Certificate and PAN Card	
		Copy of GST Return of last Financial year	
10	Employee Benefit Fulfilment	PF, ESI registration	

11	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 Bidder 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	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.	
12	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.	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.	
13	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	Undertaking by the Authorized Person along with other documents to be provided by the bidder on its Letter head as on date of submission of bid.	

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 ,(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 _____ 2026. 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 [] 2026

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 New Delhi 110031**, 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 "Bidder", 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 Bidder is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to Seven and half percent percent (7.5%) of the total initial Contract Value inclusive of taxes 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder notwithstanding any other security or other guarantee that the Company may have in relation to the Bidder's liabilities.

7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Bidder 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 Bidder, 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 Bidder under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Bidder 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 Bidder 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 Bidder, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Bidder 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 Bidder 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 Seven and half percent percent (7.5%) of the total initial Contract Value inclusive of taxes) 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 Bidder 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 2026 at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

- | | |
|---------------------|-----------------------------|
| 1. Beneficiary Name | : BSES Yamuna Power Limited |
| 2. Name of the Bank | : State Bank of India |
| 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 _____, 2026

By And Between

M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at **Shakti Kiran Building, Karkardooma New Delhi 110031** (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:

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

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

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.

FORMAT 4.6 –
LABOUR LAW COMPLIANCE POLICY

1. We at _____ {insert name of bidder} (the '**Entity**') value our human resources and are committed to ensuring scrupulous and timely compliance with all applicable laws in relation to the wages, working hours, leave, benefits, social security payments, and other conditions of employment (the '**Applicable Laws**') of all persons howsoever engaged, employed or whose services are otherwise retained by us (or our sub-Bidders), in whatever capacity (the '**Employees**').
2. Accordingly, this policy (the '**Policy**') set outs the binding principles underpinning and norms governing the Entity's obligations toward compliance with Applicable Laws in relation to the Employees.
3. The Entity shall at all times comply with Applicable Laws (as may be amended, re-enacted and/ or consolidated from time to time), including but not limited to the following legislations and rules enacted thereunder:
 - (i) Contract Labour (Regulation and Abolition) Act, 1970;
 - (ii) Delhi Shops and Establishments Act, 1954
 - (iii) Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
 - (iv) Rights of Person with Disabilities Act, 2016
 - (v) Sales Promotion Employees (Conditions of Service) Act, 1976
 - (vi) Child and Adolescent Labour (Prohibition and Regulation) Act, 1986
 - (vii) Employees Compensation Act, 1923
 - (viii) Employees Provident Fund & Miscellaneous Provisions Act, 1952;
 - (ix) Employees' State Insurance Act, 1948;
 - (x) Payment of Bonus Act, 1965;
 - (xi) Payment of Wages Act, 1936;
 - (xii) Minimum Wages Act, 1948;
 - (xiii) Payment of Gratuity Act, 1972;
 - (xiv) Industrial Disputes Act, 1947;
 - (xv) Maternity Benefits Act, 1961;
 - (xvi) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;
 - (xvii) Apprentices Act, 1961;
 - (xviii) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996;
 - (xix) Equal Remuneration Act, 1976; and
 - (xx) Factories Act, 1948.
4. Such compliance shall include, but not be limited to: (i) timely filing of returns; (ii) obtainment of all permits, permissions, licences, approvals, consents, clearances, waivers, no objection certificates, exemptions, registrations, or other authorizations of whatever nature and by whatever name required under any Applicable Law, and (iii)

- compliance, at all times, with the terms and conditions of the such approvals.
5. The Entity shall forthwith indemnify, defend and hold harmless any third party/ies (and its directors, officers, employees and agents) on demand, from, against and in respect of any and all losses (including any damages, liabilities, costs, expenses, interest, fine and/or penalties) imposed on, sustained, incurred or suffered by, or asserted against, such third party/ies (whether in respect of third party claims or otherwise), at any time and from time to time, relating to or arising out of breach by the Entity of this Policy.
 6. In the interpretation of any provisions of this Policy, the decision of the [*Board of Directors/ equivalent management body*] of the Entity shall be final and binding.
 7. This Policy shall supersede and override any and all policies, manuals, handbooks, and memorandums that may have been issued from time to time on subjects covered in this Policy.
 8. This Policy shall, from time to time (but, in any case, not less than once each year), be reviewed and revised (as the case may be) to ensure adherence to Applicable Law. Any such revisions shall be duly approved and adopted by the [*Board of Directors/ equivalent management body*] of the Entity.
