

Tender Notification for

**“PROVIDING FIRE HYDRANT SYSTEMS AT URJA VIHAR, HEAD
OFFICE KKD & SHANKAR ROAD OF BYPL”**

NIT No.: CMC/BY/20-21/RB/RD/26

Due Date and Time of Submission: 28.12.2020, 15:00 HRS

BSES YAMUNA POWER LIMITED

Shakti Kiran building, Karkardooma, New Delhi – 110032

Corporate Identification Number: U40109DL2001PLC111525

Telephone Number: +91 011 4124 9419/4124 7191

BSES YAMUNA POWER LTD (BYPL)

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SECTION- I

REQUEST FOR QUOTATION

1.1 GENERAL

BSES Yamuna Power Limited invites sealed tenders in 2 envelopes for “Providing Fire Hydrant System at Urja Vihar, Head Office KKD & Shankar Road in BYPL” The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

“Providing Fire Hydrant System at Urja Vihar, Head Office KKD & Shankar Road in BYPL”

“NIT NO CMC/BY/20-21/RB/RD/26”

- 1.1.1 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract
- | | |
|--------------------------------------|---|
| Estimated cost of Contract: | ₹ 99 Lakhs |
| Earnest money Deposit: | ₹ 1.98 Lakh |
| Cost of Tender (Non-Refundable): | ₹ 1180/- |
| Period of the Contract: | One year |
| Date & time of Pre Bid Meeting: | 17.12.2020 at 12:00 HRS (For detail refer Cl. No. 1.4, Pre-Bid Meeting) |
| Date & time of Submission of Tender: | 28.12.2020 till 15:00 HRS (For details refer Cl. No.1.4.1 BID SUBMISSION) |
| Date & time of opening of Tender: | 29.12.2020 at 15:30 HRS (Opening of technical bid) |

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

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

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

1.2 POINTS TO BE NOTED

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

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

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

1.2.4 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/Work orders. Tender will be summarily rejected if:

- Earnest Money Deposit (EMD) of value INR ₹ 1,98,000/- is not deposited in shape of Fixed Deposit Receipts (FDR)/ BG/ DD/ Pay Order/ Banker's Cheque drawn in favour of BSES Yamuna Power Ltd. Payable at Delhi.
- Tender document is downloaded from website and tender fees is not submitted.
- Complete Techno-commercial details supported by relevant documents are not enclosed.
- If pre-bid meeting is not attended by the bidder
- Tender received after due date and time.

1.3 Qualification Criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

1. The Bidder should be a Govt. Company / Public Sector Undertaking / Private Sector Enterprises / Pvt or limited company/ Proprietorship/ Partnership and registered under Companies Act, 1956 incorporated in India having existence in India for the last 5 years.
2. The Bidder should have executed Supply & Installation of Fire Fighting System related services for at least last 5 years
3. Bidder must have one single contract with value minimum of Rs.20 Lakhs in last financial year 2019-20
4. Bidder should have cumulative turnover of ₹50 Lakhs over the last three years, i.e (FY 2017-18, 2018-19 & 2019-20). Balance sheet copy for year FY 2017-18 & 2018-19 and provision balance sheet for FY 2019-20(if not audited) should be submitted for justifying the turnover. A certificate also required from chartered accountant firm to be attached with the tender.
5. Bidder should have valid Registration No. of GSTIN. Bidder should have PAN No & should fulfil all statutory compliances like PF, ESI registration etc which are required for providing such services.
6. Bidder shall comply with all the applicable statutory rules pertaining to Factories Act, Fire Safety Rules of Tariff Advisory committee, Water Act for pollution control, Explosives Act, etc

7. Entities that have been debarred/blacklisted/ other utilities in India will not be considered .In this regard an undertaking (self certificate) has to be provided that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
8. Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies. In case agency is rendering services to BYPL or any sister concern, a performance certificate for all the works is to be submitted along with the technical bid.

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

Please Note:

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

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

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

1.4 Pre-Bid Meeting:

Topic: Schedule for Pre-Meeting of NIT No -CMC/BY/20-21/RB/RD/26 on below date

Time: 17th Dec'2020 12:00 Hrs India

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

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

All the queries related to this tender must reach to C&M BYPL at least one day before

the date of pre-bid. All the queries shall be replied in the pre bid, in case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. The bidder or their representative who intends to bid and who have either purchased tender documents or will pay tender fees for down loaded documents are invited to attend the pre-bid meeting. Bidders are advised to attend pre bid meeting, so as to get more clarity on tender.

Corrigendum, if any, to the tender document shall be hosted on the website subsequent to pre-bid meeting.

Bidders are requested to submit their offer strictly in line with this tender document. No deviation is acceptable.

1.4.1 BID SUBMISSION:

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

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

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

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

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

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

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

The details of technical bids are as following:

- EMD of requisite amount
- General information about bidder
- Documentary evidence in support of all the qualifying criteria
- Technical Literature if any.
- Tender document.
- Details of experience of works of same or similar nature. Copy of work orders and performance certificates.
- Power of attorney
- An undertaking that salary of deployed resource shall be as per applicable minimum wages in NCT of Delhi and all other statutory compliances. Also the salary shall be credited through ECS in the account of resource deployed.
- Deviations if any.
- Copy of all statutory Registration certificates like, ESI, PF etc.
- Any other relevant document

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

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

Comprising of Prices strictly in the Format enclosed in **SECTION V**

E- Bidding and Reverse Auction through SAP-SRM Module

Purchase reserves the right to use the reverse auction through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are techno-commercial qualified on the basis of tender requirements shall participate in reverse auction. Acceptance form for participation in Reverse Auction is available in Annexure –I (Page 51). Please fill the acceptance form duly signed by authorized signatory from your end.

TIME SCHEDULE

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

S. No.	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ	14.12.2020 03:00 PM
2	PART A Technical and Commercial Bid	Technical bid along with all documents as mentioned in this tender	Tender will be opened next day from the date of submission at time schedule by TPC
3	PART B Financial Bid	Price strictly in the Format enclosed (Section V)	Successful bidders will be intimated through website

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION**, with particulars as **PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS** and **PART-B FINANCIAL BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“**Tender Notice No.& Due date of opening**”. The same shall be submitted before the due date & time specified.

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date. After technical evaluation, the list of qualified bidders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

1.4.2 Award Decision

- a) Company intends to award the business on a lowest bid basis but should cover the cost of resources required to execute the work along with reasonable profit, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the execution requirement or nullify the award decision without assigning any reason thereof.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to other contractor(s) who will be found eligible/fit.

In the event of your bid being selected by Company (and / or its affiliates) and your subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in RFQ.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and BSES YAMUNA POWER LTD reserves the right to award other suppliers who are found fit.

The Company reserves the right to distribute the procurable quantity on one or more than one of the eligible tenders.

QTY VARIATION: The Company reserves the rights to vary the quantity by (\pm) 30% of the tender quantity.

Repeat Order: BYPL reserves the right to place repeat order at the same rates & terms and conditions as per this tender against additional requirement subject to mutual agreement between BYPL & supplier

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Conditions. Bidder(s) who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the

marketplace restricts a bidder to length of time, depending upon the seriousness of the and conditions violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the market place.
- Breach of the terms published in Request for Quotation/NIT

1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from BYPL. This includes all bidding information submitted.

All RFQ documents remain the property of BYPL and all bidders are required to return these documents to BYPL upon request.

Bidder(s) who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

1.5 Contact Information

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

Address	Name/ Designation	E-mail Address
Technical		
CES Dept. 3rd Floor, B Block, BSES Yamuna Power Ltd, Shakti kiran Building, Karkardooma, Delhi, 110032	Mr. Rakesh Kumar (Head – Quality)	rakesh.ra.kumar@relianceada.com
	Mr. Narayan Chayal (AVP – Quality)	narayan.chayal@relianceada.com 011-4124 9371
Commercial		
CES Dept. 3rd Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Mr. Rakesh Bansal Head – (C&M)	rakesh.bansal@relianceada.com 011-4124 9230
	Mr. Kulbir Ahluwalia Head – (Contracts)	kulbir.ahluwalia@relianceada.com 011-4124 9928
	Mr. Rohit Dabre DGM – (C&M)	rohit.dabre@relianceada.com 011-4124 9419

SECTION-II

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

BSES YAMUNA Power Ltd, hereinafter referred to as “The Company” is desirous for “Providing Fire Hydrant System at Urja Vihar, Head Office KKD & Shankar Road in BYPL” and it has now floated tender as notified earlier in this bid document

2.0 SCOPE OF SUPPLY/WORK

The scope shall include Design, Manufacture, Testing at works conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Unloading and proper stacking at Purchaser’s stores/Site. Detailed scope of work shall be as enumerated in Section IV.

The “Scope of Supply” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and supplies provided in this Bid enquiry whether implicit or explicit.

Bidder shall have to quote for the Bill of quantities as listed in Section – V of this RFQ. Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium (to the extent allowed) should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4 COST OF BIDDING

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

5. BIDDING DOCUMENTS

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

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

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

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

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to the Bidders or by way of uploading the corrigendum on BSES website, and will be a binding.

6.03 In order to afford prospective Bidders a reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence, documents etc. relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by a Hindi/English translation, in which case, for purposes of interpretation of the Bid, the Hindi/English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

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

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

9.0 BID FORM

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

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, an EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Fixed Deposit Receipts (FDR)/ DD/ Pay Order/ Banker's Cheque from a nationalized or scheduled bank in favor of BSES YAMUNA Power Limited valid for 90 days after the last date of receipt of tenders
- (b) BG from a nationalized or scheduled bank in favour of BSES Yamuna Power Limited valid for 90 days after last date of receipt of tender

Earnest money deposit given by all the bidders except the successful bidder(s) shall be refunded within 4 (Four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

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

10.0 BID PRICES

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

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

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

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

13.0 ALTERNATIVE BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be initialled by the signatory accompanied with seal of the Agency.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with – "Technical Bid & Commercial Terms & Conditions". The price bid shall be inside another sealed envelope with superscribed – "Financial Bid" Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed – "Tender Notice No. & Due Date of opening"
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The Original bid must be timely received by the company at the address specified in section –I
- 16.02 The Company may, at its discretion extend the deadline for the submission on of bids by amending the Bidding Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

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

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

20.1 PROCESS TO BE CONFIDENTIAL

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

21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including execution capability and acceptable quality of the services offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.

22.04 Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

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

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check later on the Technical Proposals and the Conditional ties of the Bidders would be evaluated.

23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

- (a) Contract completion schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Bidding Documents
- (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
- (e) Change in the quantity from mentioned in the tender

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

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

24.0 AWARD OF CONTRACT CONTACTING THE COMPANY

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

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

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder

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

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

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

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

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

29.0 CORRUPT OR FRAUDULENT PRACTICES

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Company of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

30.0 PRICE BASIS FOR SUPPLY OF MATERIALS

- a) Bidder to provide rate for each item inclusive of packing, forwarding, unloading at BYPL Delhi/New Delhi stores and all applicable charges.
- b) Transit insurance will be arranged by Purchaser; however bidder to furnish required details in advance for arranging the same by Purchaser

31.0 QUALITY ASSURANCE AND INSPECTION

Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have right to review the inspection reports, quality checks and results of suppliers in house inspection department which are not Customer hold points and the supplier shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.

Witness and Hold points are critical steps in manufacturing, inspection and testing where the supplier is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The supplier to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from BYPL.

The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the supplier of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.

On completion of manufacturing the items can be dispatched only after issue of shipping release by the Purchaser.

All in-house testing and inspection shall be done without any extra cost. The in-house Inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency. Cost of Futile/abortive visit(s) shall be debited from the invoices.

Purchaser reserve the right to send any material out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Purchaser. In case the material is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to be borne by the bidder. To avoid any complaint the supplier is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidders representative

SECTION – III:

GENERAL TERMS AND CONDITIONS

General Instructions:

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

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

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

1.1. Company:

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

1.2 Contractor:

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

1.3 Rate:

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

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

The prices/rates quoted for each item in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties; taxes on quarried items, duties, only Service/ Supply tax shall be shown separately. i.e. sales tax, consignment tax, octroi / local tax, incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the supply as required, fulfilment of all obligations under the Contract and to the satisfaction of the Company.

The rates quoted for each item in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension (s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the supply to the satisfaction of the Company

The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, Agent's etc. To perform its obligation under this Contract and shall indemnify the Company in all related matters.

1.4 Contract Order Specification:

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

1.5 Site:

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

2. OFFICER-IN-CHARGE:

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

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

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

4. LANGUAGE AND MEASUREMENT:

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

5.0 VALUE OF THE CONTRACT ORDER:

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

The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (i) increased labour costs or costs related to cars or other equipments provided, (ii) changes in insurance premiums, and/or (iii) changes in legislations or regulations relating to the Service.

Water and Electricity Power shall be arranged by the Contractor at his own. If not arranged by the agency & departmental resources used, necessary deduction as under shall be made:

- (i) for water.....1% of work done.
- (ii) for electricity.....1/2 % of work done.
- (iii)in case the quantum of water and electricity is much less in that case, EIC has rights to deduct reasonable amount from bill with proper justification .

6.0 TAX & DUTIES:

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

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

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

8.0) TERMS OF PAYMENT:

8.1 Company shall make payments as per following :

- 80% after commissioning, testing of material and submission of documents/ details to Delhi Fire Service for issue of NOC.
- Rest 20% on obtaining NOC from Delhi Fire Services (CFO) and submission to BSES Yamuna Power Ltd.
- Final payment shall only be processed after submission of NOCs from Delhi Fire Services and successfully handing over of Fire prevention system to BYPL

8.2 Payment shall be made within 30 days after submission of bills & invoice duly certified by Engineer-In-Charge by quoting all the applicable clauses of agreement along with documentation in support of verification, at Vendor Support Cell, Shakti Kiran Building, Karkardooma, after deduction of taxes required by applicable laws to be deducted at source.

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

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

8.3 The bills shall be made in favor of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi.

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

8.4 Notwithstanding anything with the release/ payment of bills by the Company to the Vendor, the Vendor shall at all times ensure the due and timely payment of wages to all persons, including workmen, employed by the Vendor pursuant to this Agreement and compliance with other applicable statutory requirements within time limits. Nothing contained herein shall establish any link between release / payment of the bill by the Company to the Vendor and the payment of any salary, wages or any other dues whatsoever by the Vendor to its employees, workmen and labourers.

8.5 Vendor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in clause no 5.

8.6 100% payment shall be released on submission of bill and certification of Contract completion by Officer In-charge. The bill shall be paid within 30 days on receipt of such bills at our office.

8.7 The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer

In Charge for compliance to check points given in check list. The check list shall be provided by Officer In Charge.

- 8.8 The company may modify procedure for submission of bills. The vendor shall be obliged to submit its bill as per the procedure stipulated by the company time to time.

Warranty/Defects Liability Period

The bidder to guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 60 months from the date of commissioning or 66 months from the date of delivery whichever is earlier. If during the defects liability period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 30 days from the date of receipt of intimation

Return, Replacement or Substitution

BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier. BYPL may set off such costs against any amounts payable by BYPL to Supplier. Supplier shall reimburse BYPL for the amount, if any, by which the price of a substitute Commodity exceeds the price for such Commodity as quoted in the Bid

9. STATUTORY OBLIGATIONS:

- 9.1 The Vendor shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. Vendor has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above and shall provide proof to the Company, from time to time or as may be specifically requisitioned by the Company.
- 9.1.A. The Vendor acknowledges and agrees that the functions under this contract involves discharging statutory duties of enforcement related to theft as provided under the Electricity Act, 2003. Accordingly, the Vendor shall ensure that all statutory measures are in place at its disposal so that there are no irregularities which would be contrary to the requirements of the statutory provisions provided in the 2003 act insofar as containing the theft of electricity and mandatory requirements to be followed.
- 9.2 The Vendor shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.

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

10.0 Penalty

If the Contractor failed to complete construction of subject job work within the time period specified in the contract, the Company shall, without prejudice to its other remedies under the Contract, deduct liquidated damages a sum equivalent to 1 % of the award work value for each week or part thereof of delay until the actual date up to a maximum deduction of 10% of award work value. Once the maximum is reached the Company reserves the right for termination of contract without any liabilities to the Company.

11.0 Penalty Clause on statutory:

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

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

12.0 Termination:

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

1. The other party makes an assignment for the benefit of its creditors: or
2. The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or parts of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency;

3. The representation and warranties made by the other party are false or misleading;
4. Either party shall be entitled (without prejudice to any right of action accruing or already accrued to either party) to terminate this Agreement by giving to the other party not less than 30(THIRTY) days notice in writing to the same effect. However, Agency shall be entitled to receive payment against all its dues till the date of notice of termination so served by either side, within 7 (seven) days from the date of receiving such notice after deducting the amount authorized under this agreement which is accepted by Agency

13.0 INDEMNITY:

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

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

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

14.0 EVENTS OF DEFAULTS:

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

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

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

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

15.0 RISK & COST:

If the Contractor fails to execute the Contract as per specification / as per the direction

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

16.0 GOVERNING LAW AND ARBITRATION

1. **Governing Law:** This Work Order shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.
2. **Dispute Resolution Mechanism:** All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement the parties will take such dispute to an arbitral panel comprising of a sole arbitrator jointly appointed by both the parties herein. The party seeking to invoke arbitration shall give a notice of appoint of the sole arbitrator. The other party shall give its consent to the appointment of the sole arbitrator and intimate the same within thirty days of the receipt of the notice of arbitration. In the event that the parties do not agree to the name of the sole arbitrator within the specified period the Parties shall approach the High Court of Delhi for directions under the Arbitration and Conciliation Act 1996 for nomination of a sole arbitrator by the High Court . The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings shall be conducted in English.

17.0 FORCE MAJEURE:

17.1 General

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

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

(I) SPECIFIC EVENTS OF FORCE MAJEURE

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

1. The following events and circumstances:
 - a. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and\
 - b. Explosions or fires or flood
 - c. Epidemics notified as such by Central Govt or GONCTD;

2. Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
3. Declaration of the Site as war zone.
4. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

(II) NOTICE OF EVENTS OF FORCE MAJEURE

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

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

(II) MITIGATION OF EVENTS OF FORCE MAJEURE

The Agency shall:

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

(III) BURDEN OF PROOF

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

(IV) TERMINATION FOR CERTAIN EVENTS OF FORCE MAJEURE

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

18.0 SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the COMPANY's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied in any form, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of the order. These technical information, drawing and other related documents shall be returned to the COMPANY with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

19.0 SAFETY CODE:

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

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

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

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

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

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

20.0 ACCEPTANCE:

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

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

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

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

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

Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

21.0 WORKMEN COMPENSATION:

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

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

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

22.0 THIRD PARTY INSURANCE:

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

Work Order.

23. NOTICE:

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

24. REPLACEMENT OF RESOURCE(S)

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

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

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

25. HUMAN RESOURCE ISSUES:

- i) The Contractor would execute these works through their own resources.
- ii) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- iii) The Contractor to deploy their manpower immediately for carrying out the work as specified above.
- iv) The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.
- v) The Contractor shall not deploy the resource below the age of 18 years and also shall not deploy the resource above the age of 60 years.
- vi) The Manpower deployed by the contractor will be considered adequately qualified if they are skilled for the job
- vii) The Contractor will arrange Training to the deployed employee, as and when it is desired by the Management. A Training Program must be prepared by the Contractor

(At-least for 2 days), for the newly recruited employees before engaging them for the execution of work.

- viii) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- ix) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears.
- x) The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.
- xi) The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following
 - has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
 - deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.
- xii) The Contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the COMPANY immediately in writing.
- xiii) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.
- xiv) The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.
- xv) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- xvi) The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor or from any of the bills payable to him or failing which it shall be recovered as per law.
- xvii) The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

- a) The Child Labour (Prohibition and Regulation) Act, 1986.
 - b) The Contract Labour (Regulation and Abolition) Act, 1970.
 - c) The Employee's Pension Scheme, 1995.
 - d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - e) The Employees State Insurance Act, 1948.
 - f) The Equal Remuneration Act 1976.
 - g) The Industrial Disputes Act, 1947.
 - h) The Maternity Benefit Act 1961.
 - i) The Minimum Wages Act, 1948.
 - j) The Payment of Bonus Act, 1965.
 - k) The Payment of Gratuity Act, 1972.
 - l) The payment of Wages Act, 1936.
 - m) The Delhi Shops & Establishment Act, 1954.
 - n) The Workmen's Compensation Act. 1923.
 - o) The Employer's Liability Act, 1938.
 - p) Public Liability Insurance Act 1991.
 - q) Fatal Accident Act, 1855
 - r) The Personal Injuries (Compensation Insurance) Act 1963.
 - s) Weekly Holidays Act 1942
 - t) Building and Other Construction Workers' Welfare Cess Act, 1996 and all rules there under. (If Applicable)
- xviii) The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labour or other legislations for providing the services under this Agreement.
- xix) Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.
- xx) Along with monthly bills contractor shall submit proper Challan for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the employee deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/ paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.
- xxi) The contractor will pay to its employees their salaries/wages (working under this contract); only thru crossed cheque or ECS (Electronic Transfers in their respective Bank Accounts)
- xxii) The Contractor will maintain all the registers (Attendance, Wages etc) at the work site. These registers will be signed by the Officer-in-charge as per governing laws/rule/regulations.
- xxiii) Contractor will ensure that all manpower laws are complied with in all respect; e.g, (but not limited to) issuance of I-Cards, providing Wages Slip, PF Statement, Providing On-time Wages etc.

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

26. Deployment of Resources:

1. Number of resources to be deployed by the Vendor is as mentioned in Price bid format, at all time.
2. In the event the contractor deposes lesser number of resources than as stated, then it shall be considered as a breach of this agreement and the company will claim damages from the contractor as stated & necessary deduction shall be made accordingly.
3. The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, and AadharCard number of resource deployed.
4. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the COMPANY/Engineer In-Charge finds the resources not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate resources immediately.
5. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BSES on a daily basis to the Divisional In-charge.
6. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards containing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Vendor and /or the agency which is awarded the contract is expected to be of the highest standards.
9. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.

27. CONTRACTOR'S OTHER OBLIGATIONS

- a. The employees deployed by the Contractor shall be employees of the Contractor.
- b. At no point in time shall any employee of the Contractor claim to be the employee of the Company.
- c. Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/ or additions in Contractor's opinion require an adjustment, Contractor shall notify the Company of such required adjustments to the Service Fee. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For the purpose of clarity, Contractor's employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. The Company shall be entitled to amend the Agreement in order to comply with public instructions, orders, rules and legislations applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Contractor unless expressly opposed in writing within ten (10) days from their communication. In case of opposition, The Company shall be entitled to terminate the Agreement for good cause.
- d. The Contractor is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Company's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- e. The Contractor shall ensure that, the Contractor's personnel deployed at the COMPANY shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other COMPANY employees appointed at the said location. The Contractor shall ensure that, the Contractor's personnel deployed at the COMPANY shall be entirely responsible for the stock of the commodities stored at the said location. To ensure such safety, the Contractor shall, before deploying any employee in the premises, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a certificate from him certifying that the said employee is medically fit. It is further agreed that without such medical certificate, COMPANY shall not permit any such Contractor's personnel to work in its premises. It is further agreed that COMPANY may, from time to time, call upon the Contractor to have all or any of its Contractor's personnel examined.
- f. The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- g. The Contractor shall provide uniforms, issue identity cards bearing the name of the Contractor to the Contractor's personnel and shall provide an authority letter to the Contractor's personnel and the Contractor's personnel shall carry the same when they are on duty at the COMPANY.
- h. The Contractor shall deploy such number of Contractor's personnel for each location as specified by COMPANY. The timings of the shift may be changed by COMPANY depending on the circumstances and after due consultation with the Contractor.
- i. Whenever any Contractor's personnel goes on leave, the Contractor will arrange for a suitable replacement immediately.

- j. The Contractor's personnel are required to mark their attendance in the manual registers maintained at the COMPANY locations. Additionally, wherever COMPANY has installed manual/electronic attendance marking devices, the Contractor's personnel are required to mark their attendance in those devices also at the time interval decided by COMPANY. At the end of the month a copy of the attendance sheet along with the attendance cards of such devices should be forwarded to COMPANY for processing of payment to Contractor by COMPANY. Without such attendance proof, no payment would be made.
- k. The Contractor shall fully guide, supervise and monitor the Contractor's personnel deployed in COMPANY locations by its Supervisors.
- l. Supervisors will inspect every location at least once every 15 days during day/night to check the level of control exercised by Contractor's personnel. The Supervisors will take digital photographs of Contractor's personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to COMPANY along with their inspection report on weekly basis.
- m. The Contractor agrees & undertakes to provide compensation to COMPANY for every dereliction of duty like unauthorised absence from duty, reporting to duty without name badge, sleeping during duty hours etc, reported by COMPANY staff and the compensation amount shall be equivalent to the one day payment made to the Contractor's personnel concerned for every occurrence of such reporting.
- n. If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, COMPANY reserves the right to cancel the arrangement in that location.
- o. The Contractor shall ensure that the Contractor's personnel posted by him at the COMPANY CMP observe discipline and good conduct. In the event of COMPANY finding any Contractor's personnel not observing proper discipline and / or proper conduct and / or committing misconduct, COMPANY shall direct the Contractor to forthwith withdraw such Contractor's personnel from the COMPANY and upon COMPANY directing the Contractor to remove such Contractor's personnel, such personnel shall be forthwith removed and the decision of COMPANY in this behalf shall be final.
- p. The Vendor undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources. BYPL shall be within its rights to make necessary deductions".

28. NON-EXCLUSIVITY:

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

29. SEVERABILITY:

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

30. Reports and Information

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

31. Waiver of Rights:

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

32. THE COMPANY'S RIGHT TO VARY QUANTITIES

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

33. RATE ESCALATION:

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

34. LIQUIDATED DAMAGE:

34.1 If the Contractor failed to complete construction of subject job work within the time period specified in the contract, the Company shall, without prejudice to its other remedies under the Contract, deduct liquidated damages a sum equivalent to 1 % of the award work value for each week or part there of delay until the actual date up to a maximum deduction of 10% of award work value. Once the maximum is reached the Company reserves the right for termination of contract without any liabilities to the Company

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

35. SUBLETTING:

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

36. PERIOD OF MOBILISATION:

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

37. ENVIRONMENTAL, HEALTH and SAFETY PLAN:

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

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

SECTION IV

SCOPE OF WORK

Entire work shall be executed in the following phases;

1st phase- Residential colony (8 storeyed) Urja Vihar: The work shall be completed and NOC shall be obtained from Delhi Fire Office.

2nd phase- BYPL Head Office (4 floors & part basement), Karkardooma: The work shall be completed and NOC shall be obtained from Delhi Fire Office.

3rd & final phase Shankar Road (3 floors & part basement): The work shall be completed and NOC shall be obtained from Delhi Fire Office.

The Fire Fighting System for the above shall maintain an operating pressure of 7 kg/cm²(g).

System Layout Design along with Drawings (to meet mandatory requirements of Delhi Fire Service for each locations) shall be submitted to BSES for approval. The work at site shall only start after approval of BSES for design and layout submitted by contractor. After completion of work, copy of layout plan (as per execution) & NOC shall be installed in each pump house or any other location as approved by Engineer in charge, sandwiched in 4mm thick acrylic sheets with required SS studs (No extra charges shall be paid by BSES for designing, preparing and installation of layout drawings & NOCs).

SECTION-V

COMMERCIAL TERMS AND CONDITIONS

Sl No	Item Description	AS PER BYPL	BIDDER'S CONFIRMATION
1	Validity	90 days from the date of offer	
2	Price basis	a) Firm, FOR Delhi store basis. Prices shall be inclusive of all GST, freight upto Delhi stores/sites. b) Unloading at stores/sites shall be in vendor's scope c) Transit insurance in BYPL scope	
3	Payment terms	a) 80% after commissioning, testing of material and submission of documents/details to Delhi Fire Service for issue of NOC. b) Rest 20% on obtaining NOC from Delhi Fire Services (CFO) and submission to BSES Yamuna Power Ltd. c) Final payment shall only be processed after submission of NOCs from Delhi Fire Services and successfully handing over of Fire prevention system to BYPL	
4	Delivery schedule	Completion within 9 months from the date of PO/LOI	
5	Defect Liability period	60 months after commissioning or 66 months from the last date of dispatch, whichever is earlier	
6	Penalty for delay	1% per week of delay of undelivered units or part thereof subject to maximum of 10% of total PO value (ex-work) of undelivered units	
7	Performance Bank Guarantee	5% of total PO value valid for 60 months after commissioning or 66 months from the last date of despatch, whichever is earlier plus 3 months towards claim period	

SECTION-VI

Price Bid

Sl. No	DESCRIPTION OF ITEM(S)	QTY.	UNIT	Rate (₹)	GST %	Total Cost (₹)
1	SITC of electric driven main fire pump 2280 LPM 70 mtr head 2900 RPM with 60 HP motor 3phase 415Volt 50 Hz TEFC type, horizontal end suction in CI construction with bronze impeller, C-40 shaft, mechanically sealed, MS base frame, coupling, coupling guard, good quality vibration shock absorbing pads, foundation, etc complete as required: Make: Kirloskar	2	Set			
2	SITC of Diesel driven Pump 2280 LPM at 70 mtr head, 1800 RPM, horizontal end suction in CI construction with bronze impeller, C-40 shaft, mechanically sealed, MS base frame, coupling, coupling guard, fuel tank of 200ltr capacity, good quality vibration shock absorbing pads, foundation, etc complete as required: Make: Kirloskar	2	Set			
3	SITC of electric driven Jockey pump 450 LPM 2900 RPM with 15 HP motor 3phase 415Volt 50 Hz TEFC type, horizontal end suction in CI construction with bronze impeller, C-40 shaft, mechanically sealed, MS base frame, coupling, coupling guard, good quality vibration shock absorbing pads, foundation, etc complete as required: Make: Kirloskar	1	Set			
4	SITC of electric driven Jockey pump 180 LPM 2900 RPM with 15 HP motor 3phase 415Volt 50 Hz TEFC type, horizontal end suction in CI construction with bronze impeller, C-40 shaft, mechanically sealed, MS base frame, coupling, coupling guard, good quality vibration shock absorbing pads, foundation, etc complete as required: Make: Kirloskar	2	Set			
5	Providing and fixing resilient rubber neopene lined single vibration elimination connection with unit control suitable for raw water upto 45 degree Celsius temperature and working pressure of 20kg/ sqcm. 150mm (Make: Kanval/ Resistoflex)	4	Nos			
6	Providing and fixing resilient rubber neopene lined single vibration elimination connection with unit control suitable for raw water upto 45 degree Celsius temperature and working pressure of 20kg/ sqcm. 100mm (Make: Kanval/ Resistoflex)	4	Nos			
7	SITC of CI butterfly valves of PN 1.6 rating conforming to Is:13095 or BS 5155 hydrostatic pressure for body & seat as per IS requirement and complete with bolts, nuts, 3mm thick compressed asbestos gasket, companion flanges as per table "E" complete in all respect (upto 150mm dia with hand lever operation & above with gear box	27	Nos			

	operation) Slim seal type 150mm. Make: Zoloto/ Kartar/Sant					
8	SITC of CI butterfly valves of PN 1.6 rating conforming to Is:13095 or BS 5155 hydrostatic pressure for body & seat as per IS requirement and complete with bolts, nuts, 3mm thick compressed asbestos gasket, companion flanges as per table "E" complete in all respect(upto 150mm dia with hand lever operation & above with gear box operation) Slim seal type 100mm dia. Make: Zoloto / Kartar/ Sant	9	Nos			
9	SITC of CI butterfly valves of PN 1.6 rating conforming to Is:13095 or BS 5155 hydrostatic pressure for body & seat as per IS requirement and complete with bolts, nuts, 3mm thick compressed asbestos gasket, companion flanges as per table "E" complete in all respect(upto 150mm dia with hand lever operation & above with gear box operation) Slim seal type 80 mm. Make: Zoloto / Kartar/ Sant	4	Nos			
10	SITC of CI butterfly valves of PN 1.6 rating conforming to Is:13095 or BS 5155 hydrostatic pressure for body & seat as per IS requirement and complete with bolts, nuts, 3mm thick compressed asbestos gasket, companion flanges as per table "E" complete in all respect(upto 150mm dia with hand lever operation & above with gear box operation) Slim seal type 65mm. Make: Zoloto / Kartar/ Sant	2	Nos			
11	Providing and fixing of CI dual plate wafer type non return valve PN 1.6 rating including nuts, bolts, 1.5mm thick gasket, companion flanges as per table "E", etc complete. 150 mm Make: Zoloto/ Kartar/ Sant	4	Nos			
12	Providing and fixing of CI dual plate wafer type non return valve PN 1.6 rating including nuts, bolts, 1.5mm thick gasket, companion flanges as per table "E", etc complete. 100 mm Make: Zoloto/ Kartar/ Sant	3	Nos			
13	Design, manufacture, supply, storing, inspection, handling, assembling, installation in correct alignment, position, affecting proper connections, testing and commissioning of 14 SWG CRCA sheet steel fabricated cubical type Electrical Control Panel for fire fighting pumps floor mounting, dust & vermin proof, front operated construction, enclosure class - IP 52. Including Annunciator for automatic operation of Pumps equipped with standard component. Diamond Control/ Khoker electricals/L&T/Siemens	3	Nos			
14	Power & Instrumentation Cable, Cable Tray, Connectors for Pumps, Associated Panel, etc.	3	LOT			

15	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete: 200 mm dia RCC pipe.	50	Mtr			
16	Providing and fixing 25 mm dia gunmetal single acting air release valve with screwed inlet tested for 16Kg/Cm2.	10	Nos			
17	Providing and fixing dial type pressure gauge with isolation cock and copper pipe on main header Dial diameter 100 mm celebration 0-15/ sq.cm.	35	Nos			
18	Providing and fixing electrically operated dual type pressure switches with threaded connection for pressure vessel, complete suitable for 0-20 Kg/Sq.cm.	8	Nos			
19	Providing and fixing ISI marked S.S fire hydrant valve 80 mm inlet with single headed outlet and fitted with 63 mm dia instantaneous female coupling on the outlet complete including companion flange as per table "E", SS blank cap and chain, nuts, bolts and 3 mm thick compressed rubber gasket at locations as per drawings (inlet flange to I.S.5290-1969 Class C).	32	Nos			
20	Providing and fixing 63 mm dia 15 m long EPDM lined fabric hose including SS male and female instantaneous type coupling approved by fire authority, machine wound with copper wire complete in all respects. Hose shall conform to I.S. 636 Type II and coupling to I.S. 903-1975 with ISI certification.	68	Nos			
21	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 150 mm. Make: Jindal	450	Nos			
22	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 100 mm. Make: Jindal	750	Mtr			
23	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 80 mm. Make: Jindal	105	Mtr			

24	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 65 mm. Make: Jindal	56	Mtr			
25	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 50 mm. Make: Jindal	62	Mtr			
26	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 32 mm. Make: Jindal	68	Mtr			
27	Providing and fixing by welding MS pipe conforming to IS:1239-Part-1, Heavy Class for riser and floor piping including Laying of MS pipe with necessary fittings i.e. Tees, Elbows, reducer, flanges, nuts & bolts, gasket etc. Fixing the pipe on the wall/ ceiling with suitable support and painting with two more coats of synthetic enamel paint of required shade complete as required. 25 mm. Make: Jindal	370	Mtr			
28	Providing and applying one coat of 4 mm thick 'PYPKOTE' or COATEK anti rust pipe protection including approved primer as per manufacturers specifications and lap of 25 mm and fusing lam to make an impermeable layer on pipes in trenches or on structural/ masonry members complete including surface preparation. 80mm dia	10	Mtr			
29	Providing and applying one coat of 4 mm thick 'PYPKOTE' or COATEK anti rust pipe protection including approved primer as per manufacturers specifications and lap of 25 mm and fusing lam to make an impermeable layer on pipes in trenches or on structural/ masonry members complete including surface preparation. 100mm dia	35	Mtr			
30	Providing and applying one coat of 4 mm thick 'PYPKOTE' or COATEK anti rust pipe protection including approved primer as per manufacturers specifications and lap of 25 mm and fusing lam to make an impermeable layer on pipes in trenches or on structural/ masonry members complete including surface preparation. 150mm dia	65	Mtr			

31	Excavating trenches of required width for pipes, etc. including excavation for sockets and dressing of sides in hard/dense soil, ramming of bottom, depth upto 1.5 m including getting out the excavated soil and then returning the soil as required in layers not exceeding 200mm in depth including consolidating each deposited layer by ramming, watering, and disposal of surplus excavated soil as directed within a lead of 200 m.Pipes, cables etc. Exceeding 80 mm dia but not exceeding 300 mm dia.	160	Mtr			
32	Providing and fixing first aid fire hose reel drum wall mounting, swinging type fitted with 19 mm dia 36.5 m long high pressure rubber hose to I.S.444 with 5 mm outlet SS nozzle with shut off valve (I.S. 884-1969). Name of Manufacturer should be embossed on the drum on Hose reel drum with 25 dia valve. (Make: Newage/Life Guard)	20	Nos			
33	Providing and fixing fire hose cabinet fabricated from 16 gauge M.S. sheet with single or double glazed front door and pad locking arrangement, painted Fire Red with Stove enamelled paint Fire Hose written on front including necessary supports approximate size 750x600x250 mm deep (To house two lengths of canvas hose with couplings and nozzle, Hydrant valve, PR hose, branchn pipe, fire man axe, first aid hose reel etc complete.	21	Nos			
34	Providing and fixing standard short size S.S branch pipe with SS nozzle 20mm dia outlet with standard instantaneous type 63mm dia coupling. (Confirming to IS:903). Make: Newage/ Life Guard	33	Nos			
35	Providing and fixing standard fireman's axe with heavy insulated rubber handle.	23	Nos			
36	Providing and fixing fire hose cabinet (External) fabricated from 16 gauge M.S. sheet with single or double glazed front door and pad locking arrangement, painted Fire Red with Stove enamelled paint Fire Hose written on front including necessary supports approximate size 750x600x250 mm deep.	14	Nos			
37	Water monitor as per IS:8442 having 38 mm nozzle excluding the isolation valve mounted on ringmain (Ground Floor) HD Fire /Life Guard	3	Nos			
38	Providing and fixing 50mm brass ball valve full bore type with plastic coated lever approved quality, tested to 16 Kg/sq.cm.	7	Nos			
39	Providing and fixing 32mm brass ball valve full bore type with plastic coated lever approved quality, tested to 16 Kg/sq.cm.	3	Nos			
40	Providing and fixing 25mm brass ball valve full bore type with plastic coated lever approved quality, tested to 16 Kg/sq.cm.	12	Nos			

41	Providing and fixing of 25mm GM double flanged horizontal / vertical type Check valve NON return valve (NRV) including nuts, bolts 3 mm thick rubber insertions compete to IS : 5312 Part # 1, swing type, class PN :1.6. Make: Zoloto / Kartar	8	Nos			
42	Providing and fixing 150mm brass foot valve including nuts, bolts, 3 mm thick newprene rubber, complete and companion flanges as per table "E" in all respects.Confirming to IS:318. Make: Zoloto / Kartar	3	Nos			
43	Providing and fixing 65mm brass foot valve including nuts, bolts, 3 mm thick newprene rubber, complete and companion flanges as per table "E" in all respects.Confirming to IS:318. Make: Zoloto / Kartar	2	Nos			
44	Providing & Fixing 150mm Y- type suction strainer with M.S.flanged connection 750 mm dia and 900 mm deep suitable for 12700 lpm discharge fabricated from 8mm thick M.S. plate and stainless steel 304 grade 60 mesh with S.S.S tiffnes complete including companion flanges etc. suitable for 200dia inlet and 200 dia outlet including inside with rubberised paint and outside with two coats of enamel paint of approved shade after surface preparation. Make: Zoloto / Kartar	3	Nos			
45	Providing & Fixing 80mm Y- type suction strainer with M.S.flanged connection 750 mm dia and 900 mm deep suitable for 12700 lpm discharge fabricated from 8mm thick M.S. plate and stainless steel 304 grade 60 mesh with S.S.S tiffnes complete including companion flanges etc. suitable for 200dia inlet and 200 dia outlet including inside with rubberised paint and outside with two coats of enamel paint of approved shade after surface preparation. Make: Zoloto / Kartar	4	Nos			
46	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, indicating the BIS License No. with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	3500	Ltr			
47	Providing & Fixing of M.S air vessel of the following specifications; Diameter : 450 mm Shell Thickness: 10 mm Dish Ends : 12 mm Height : 1800 mm Finishing: Two coats of red synthetic enamel paint over primer on out side and two coats of epoxy coating inside. (After surface preparations) Test Pressure: 20 Kg/sqcm. Size of Inspection flange:450 mm dia Height of supporting legs: 400 mm	3	Nos			
48	Fire brigade Draw In connection, Gun metal 4 way type complete with in bulit check valve and 150 NB isolation butterfly valve. Make: Newage / Life Guard	3	Nos			

49	Fire brigade draw off connection, Gun metal 4 way type complete with in built check valve and 150 NB isolation butterfly valve. Make: Newage / Life Guard	3	Nos			
50	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	2250	Kg			
51	Construction of water proof RCC (Minimum M20 grade concrete) Under ground water tank of minimum size-17'X17'x12.3' depth (or equivalent size available at site).	2	Nos			
52	Construction of Fire Pumping station (one room) with RCC column & footing, beam slab and brick work in Cement mortar 1:4 (1Cement: 4 Coarse sand), internal wiring with four nos LED tubelights, flooring, roof treatment, parapet walls, MS gate and ventilators, plastering of walls, painting from inside & outside, etc complete- Minimum Size of 19' x 19'x 12' clear height (or equivalent size available at site).	2	Nos			
53	ABC' stored pressure type Dry Chemical Powder fire extinguisher with fixing hangers, hose, brackets, screws to required size etc., complete .Confirming to IS:15683. Make: Lifeguard / SafeGuard	55	Nos			
54	Providing and fixing gastype CO2 extinguisher 4.5 kg consisting of seamless MS cylindrical body squeeze lever discharge valve, internal discharge tube, 30 cms long high pressure discharge hose, discharge nozzle ISI marked as per IS0-15683 including fixing with dash fasteners etc. complete. Confirming to IS:15683. Make: Lifeguard / SafeGuard	8	Nos			
55	Providing and fixing gastype CO2 extinguisher 9kg consisting of seamless MS cylindrical body squeeze lever discharge valve, internal discharge tube, 30 cms long high pressure discharge hose, discharge nozzle ISI marked as per IS0-15683 including fixing with dash fasteners etc. complete. Confirming to IS:15683. Make: Lifeguard / SafeGuard	31	Nos			
56	Providing and fixing mechanical foam type (ISI marked) fire extinguishers consisting of welded M.S. cylindrical body squeeze lever discharge valve 30 cm long high pressure discharge hose, discharge nozzle suspension bracket ISI marked finished externally with red enamel paint and fixed to wall with brackets complete with internal charger. Confirming to IS:15683/13386. Make: Lifeguard / SafeGuard	20	Nos			
57	Sand Bucket of capacity 9 kg with mild steel stand Lifeguard / SafeGuard	2	SET			
58	Providing and fixing 50mm brass ball valve full bore type with plastic coated lever approved quality tested to 16 KG/Sq.cm	2	NOS			

59	Providing and fixing 32mm brass ball valve full bore type with plastic coated lever approved quality tested to 16 KG/Sq.cm	2	NOS			
60	Providing and fixing 25mm brass ball valve full bore type with plastic coated lever approved quality tested to 16 KG/Sq.cm	8	NOS			
61	Dismantalling, taking out, carriage, repairing & overhauling of existing Diesel driven Pump (at pump house of Urja Vihar) 2280 LPM, 1800 RPM including repainting of body, replacement of parts (if required), vibration pads, gland, seal, greasing, engine oil, providing & filling of 200 ltr HS diesel in tank, etc complete as required to make the pump functional and reinstallation of the same to pump house: Make: Kirlosker	1	Set			
62	Dismantalling, taking out, carriage, repairing & overhauling of Electric driven main fire 3 phase, 415 Volts, 50 Hz motor & 2280 LPM Pump including repainting of body, replacement of parts (if required), vibration pads, gland, seal, greasing, etc. complete as required to make the pump functional and reinstallation of the same to pump house: Make: Kirlosker	1	Set			
63	Dismantalling, taking out, carriage, repairing & overhauling of Electrically driven Jockey pump 450 LPM (placed at the terrace of Urja Vihar) including repainting of body, replacement of parts (if required), gland, seal, greasing, etc complete as required to make the pump functional and reinstallation of the same at terrace floor : Make: Kirlosker	3	Set			
64	Providing and fixing M.S. Sheet of required thickness to M.S frames by welding/ screws whichever required. (The cost includes the cost of M.S. sheet, cutting, straightening, labour, cartage, welding rods, hire charges of welding machine etc. complete) as per direction of Engineer-In-Charge.	100	KG			
65	Cleaning of 20 thousand litre capacity RCC water storage tank (at terrace of 8 storeyed blocks) including dewatering of existing water, cleaning of wal with disinfectant, taking out of mud/ garbage, etc complete as per the direction of Engineer in charge.	3	NOS			
66	Cleaning of one lac litre capacity under ground RCC water storage tank including dewatering of existing water, cleaning of wal with disinfectant, taking out of mud/ garbage, etc complete as per the direction of Engineer in charge.	1	NOS			
67	SITC of Wires of different types and thickness for connecting fire pumps and panels, pressure switches	1	LOT			
68	Renewing glass panes with L shaped SS patti, screws, etc complete to fire cabinet placed at each floor of blocks: Float glass panes of thickness 5.50 mm	30	SQM			
69	Replacement of 12V Battery (Exide - MHD 1800). Existing battery shall be taken back by the vendor.	2	NOS			

70	Making holes in RCC water tank and taking out of 100mm dia interconnector pipe (RCC water storage tanks at terrace of buildings) including refixing of pipe and making good the RCC walls to make it leak proof (cost of pipe if needs replacement shall be paid for separately).	3	Set			
71	Painting of pipes with synthetic enamel paint (two or more coats to give an even shade) including applying primer coat of approved make.	700	Mtr			
72	SITC Automatic Panel For Terrace Fire Pumps complete in all respect	3	NOS.			
73	Providing and fixing first aid fire hose reel fitted with 19 mm dia 36.5 m long high pressure rubber hose to I.S.444 with 5 mm outlet SS nozzle with shut off valve (I.S. 884-1969). Name of Manufacturer should be embossed on the drum on Hose reel drum with 25 dia valve. (Make: Newage/Life Guard)	24	Nos			
74	Supplying, Installation, Testing and Commissioning of pressure switches suitable for operating with fire hydrant systems for working pressure of 14.0 Kg/cm ² including electrical control wiring with suitable copper conductor PVC insulated and sheathed control cable upto control panel, connections etc. complete as required. Make: Indfos/ H Guru	9	NOS			
75	Supplying, installation, testing and commissioning of Stainless Steel double door hose box complete with glass, locking arrangements. The cabinet shall be pasted with red color vinyle sticker. All accessories for fixing/grouting of cabinet deemed to be included as required at site and all as specified. The cabinet shall be suitable to accommodate the following items : - a) Fire Hoses 63mm, 15 M long with accessories - 2 Each. b) Short branch - 1 No.	36	NOS.			
76	Removing dry or oil bound distemper water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	250	SQM			
77	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade. New work (two or more coats) over and including water thinnable priming coat with cement primer	250	SQM			
78	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @2.20kg/10 sqm).	300	SQM			
79	Supply, Installation, Testing & Commissioning of 63mm dia short size branch pipes with 20 mm dia nozzles with 63mm instantaneous coupling.	24	NOS			

80	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- All work upto plinth level 1:4:8 (1 Cement : 4 Coarse Sand : 8 Graded stone agg. 40 mm nominal size) (4.1.8-AR22)	15	Cum			
81	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level-1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) (4.1.2-AR20)	20	Cum			
82	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. (15.60-AR292)	100	Cum			
83	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls : 32 mm nominal outer dia Pipes.	200	Mtr			
84	Hydro testing of newly installed fire network, preparing & submitting required documents to Delhi Fire Service (DFS) for obtaining NOC, making liaison for getting site inspection of DFS, making all necessary arrangements for testing of network as per the requirement of DFS and finally getting NOC from the designated office of Delhi Fire Service.	3	Job			

SECTION-VII

BID FORM

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

Sir,

- 1 We understand that BYPL is desirous of procuring of in its licensed distribution network area in Delhi
- 2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
Dated this..... day of..... 2020
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS).....

ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

In a bid to make our entire procurement process more fair and transparent, BYPL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno commercial 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.
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.

The original price bids of the bidders shall be reduced on pro-data basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at contract amount.

ANNEXURE - II

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/- purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the "Bank"), are bound unto BSES YAMUNA Power Ltd., with its Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032, (herein after called —the "Purchaser") in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2020. The Conditions of this obligation are: If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

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

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

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

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

(Stamp & signature of the bank)

Signature of the witness(s)

ANNEXURE –III

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

Bank Guarantee No.

Place:

Date:

To

BSES YAMUNA Power Limited

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

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

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

Now it is agreed as follows:

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

enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
6. Anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to % of the Contract Value ie. Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.
7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness day of 2020 at

1. For Bank
2. Signature

Name Power of Attorney No:

Banker's Seal

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

ANNEXURE - IV

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the ____ day of _____, 2020

By And Between

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

And

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

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

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

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").
2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the

Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv) avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.
5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.
6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).
7. The term of this Agreement is 1 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.
8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

For the Disclosing Party

Authorized Signatory
Name:
Designation:

For the Receiving party

Authorized Signatory
Name:
Designation:

ANNEXURE-V

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

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

2.00 Guidelines for Penalty Policy Implementation

2.1 Penalty for not following SOP already circulated.

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

2.2 Penalty for Misconduct:

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

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

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

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

ANNEXURE-VI

VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labour and Human Rights

Vendors must uphold the human rights of workers, and treat them with dignity and respect as understood by the international community.

. Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.

. Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

. Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

. Prevention of Under Age Labor - Child labor is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.

. Juvenile Labor - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their health, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

. Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any Disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.

. Working Hours - Studies of good manufacturing practices clearly link worker strain to

reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

. Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions seek representation and or join worker's councils in accordance with local laws should be acknowledged.

II. Health and Safety

Vendors must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendors must also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

. Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.

. Emergency Preparedness - Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

. Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

. Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

.Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

.Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet, facilities potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided by the Participant or a labour agent, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.

. Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

Vendors should recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public.

The environmental standards are:

- . Product Content Restrictions - Vendors are to adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. In addition, Vendors are to adhere to all environmental requirements specified by Purchaser.
- . Chemical and Hazardous Materials - Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- . Air Emissions - Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- . Pollution Prevention and Resource Reduction - Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- . Wastewater and Solid Waste - Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- . Environmental Permits and Reporting - All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, and customers.

- . Corruption, Extortion, or Embezzlement - Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Vendors shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.
- . Disclosure of Information - Vendors must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- . No Improper Advantage - Vendors shall not offer or accept bribes or other means of obtaining undue or improper advantage.
- . Fair Business, Advertising, and Competition - Vendors must uphold fair business standards in advertising, sales, and competition.
- . Business Integrity - The highest standards of integrity are to be expected in all business interactions. Participants shall prohibit any and all forms of corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure conformance.
- . Community Engagement - Vendors are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.
- . Protection of Intellectual Property - Vendors must respect intellectual property rights; safeguard customer information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights.

V. Management System

Vendors shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

- . Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- . Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- . Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.
- . Risk Assessment and Risk Management - Process to identify the environmental, health and safety and labour practice risks associated with Vendor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.
- . Performance Objectives with Implementation Plan and Measures - Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories. Written standards, performance objectives, and targets an implementation plans including a periodic assessment of Vendor's performance against those objectives.
- . Training - Programs for training managers and workers to implement Vendor's policies, procedures and improvement objectives.
- . Communication - Process for communicating clear and accurate information about Vendor's performance, practices and expectations to workers, Vendors and customers.
- . Worker Feedback and Participation - Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.
- . Audits and Assessments - Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.
- . Corrective Action Process - Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- . Documentation and Records - Creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

The Code is modeled on and contains language from the Recognized standards such as International Labour Organization Standards (ILO), Universal Declaration of Human Rights (UDHR), United Nations Convention against Corruption, and the Ethical Trading Initiative (ETI) were used as references in preparing this Code and may be useful sources of additional information