

# NIDP DEVELOPERS PRIVATE LIMITED

CIN:- U45309MH2020PTC343708

NIDP/C&P/NOIDA/2024/300

Date: 1<sup>st</sup> April 2024

## G.V Electricals

207, Hammer Smith Industrial Premises,  
Co-op Society, off Shiladevi Road,  
Mahim, Mumbai. 400016.

Kind Atten: Mr. Sunil Vatsa – ( 9818012773 )

Ref 1. Mail offer dated 22 Nov 2023.

2. Your Email Communication dated – 22<sup>nd</sup> March 2024

**Subject: Asset Management and Operation and Maintenance of MRSS on 24x7 basis- 3x55MVA, 220/11kV Air Insulated SS with Distribution network of Power Distribution Licensee area of NIDP, Noida, UP.**

Dear Sir,

With reference to your quotation and subsequent discussions regarding subject requirements, we are pleased to issue this Work Order for carrying Operation and Maintenance of MRSS on 24x7 basis- 3x55MVA, 220/11kV Air Insulated SS with Distribution network of Power Distribution Licensee area of NIDP, Noida, UP.

**Contract Period : 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2027.**

**Total Contract Amount : 56,76,000.00 excl GST.**

### A) Price schedule:

Sr No	Description	Qualification	Experience	Qty	Unit	Unit Rate	Amount Per Month
	Providing of Manpower in for 220KV /11 KV MRSS and Power distribution with following qualification requirement.						
1	Shift In-charge	BE/DE Electrical	4-6 years	4	Nos	48,500.00	1,94,000.00
2	Electrician MRSS (Operator)	ITI/Wireman, Lineman	5-6 Years	4	Nos	35,000.00	1,40,000.00
3	Electrician Maintenance	ITI/Wireman, Lineman	3-4 Years	4	Nos	23,500.00	94,000.00
4	Technical Helper		3-4 Years	2	Nos	22,500.00	45,000.00
	<b>Total</b>						<b>4,73,000.00</b>

Regd. Office: 5<sup>th</sup> Floor, Scorpio House, Hiranandani Gardens, Central Avenue, Powai, Mumbai – 400 076

Communication Address: 12<sup>th</sup> Floor, Knowledge Park, Hiranandani Business Park, Powai, Mumbai – 400 076

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Shift wise deputation of manpower shall be as per Annexure-II

## **B) Commercial Terms and conditions:**

### **a. Terms & Conditions for Payments:**

Sr. No.	Terms	Description
1	Scope	Asset management and O&M support for period of Three years from the date of signing of contract
2	Price Basis	Firm for the period of this work order Price escalation shall be 5% for 2nd and 3rd year. However, it may vary as per UPERC regulations. In that case, escalation percentage, whichever is higher shall be considered.
3	Mobilization period	All manpower with necessary tools and tackles shall be mobilized within 8-10 days after date of issue of contract.
4	Payment terms	Payment shall be released on monthly basis within <b>30(Thirty) days</b> of receipt of certified Bill, statutory documents and Performance measurement.
5	Advance Bank Guarantee	Not applicable
6	Performance Security	Value amounting to 5% shall be deducted as performance guarantee from monthly bills & the same shall be released within 30 days after successful completion of contract.
7	Taxes & duties	GST 18% shall be extra at actuals.
8	Service Level Agreement	As per attached Annexure 5
9	Price of Equipment	As per attached Annexure 6

### **b. Payments will be made within 30 days of submission of Tax Invoice.**

### **c. All bills should be accompanied with following documents of respective month:**

1. Approved Monthly SLA performance report.
2. Wages cum Muster Roll.
3. Provident Fund Challan.
4. PF\_ECR.
5. List of PF number of workman working at site.
6. Professional Tax Challan.
7. Workman Compensation Policy.
8. Labour License.
9. Labour Welfare Fund challan.
10. ESIC Challan.
11. ESIC Contribution History.



Sub



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12. Register of Fine.
13. Register of Advance.
14. Register of Overtime.
15. Register of Accident.

- d. All above documents are as per present government rules and regulation, in future, if any, an additional document is/are required, the same shall be provided by GV Electricals.
- e. Bills should be submitted by GV Electricals with all necessary documents on or before 10<sup>th</sup> of every month at our billing section.
- f. Payments will be calculated as per the performance report and attendance at actual. One Off for every six days of work to be given to the staff.
- g. TDS as applicable will be deducted from payment of your bill and the TDS certificate will be provided to GV Electricals in due course.

**All other terms and conditions shall be as per the contract.**

Please return one set duly signed on each page as a token of your acceptance. Also, please take the necessary action to commence the work and confirm action.

Payment – Payment shall be made within 30 days.

Vendor Need to Deliver the services as per given SOW.

Please return duly signed on each page as a token of your acceptance.

Also, please take the necessary action to commence the work and confirm action.

**NIDP Developers Private Ltd**



**(Authorized Signatory)**

**M/S. G.V Electricals**



**(Authorized Signatory)**

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## SCOPE of Work for Service Level Agreements:

**Client:** NIDP Developers Pvt. Ltd. (Deemed Power Distribution Licensee)

**Address of Work:** Yotta Data Centre, NIDP, Plot No. 7, Sector-Knowledge Park- V, Gautam Buddha Nagar 201306, Uttar Pradesh, India

### Abstract:

NIDP is hereby awarding a contract for Operation and Maintenance of MRSS on 24x7 basis- 3x55MVA, 220/11kV Air Insulated SS with Distribution network of Power Distribution Licensee area of NIDP, Noida, UP. to G.V. Electricals. Under the management contract, the areas to be covered are Asset Management and Operation & Maintenance support. This contract will be valid for a period of three years. The details of the distribution business and scope of work for Asset Management and O&M support are given in- detail below in subsequent paragraphs along with the mode of transfer of management of the said scope of works.

### Operation and Maintenance Management:

#### 1. An Overview of Power Distribution System:

Sr. No	Description
1.	Main Receiving Sub-station (MRSS) including but not limited to Incoming & Outcoming HT & LT Switchgears, HT / LT Panels, 220kV AIS, Cabling System, Battery Charger & Capacitor Banks, SCADA System, Air-conditioning systems of control room, entire IT Infrastructure related to SCADA and other infrastructure elsewhere in System, Electrical Equipment & protection Systems, Relays & its Protections, Vacuum Circuit Breakers, Transformers, Lightning System, All 220/11kV switchyard equipment-e.g., Mains Power Transformers, NIFPS, Auxiliary Transformers, CT, PT, LA, Breakers, Kiosks/Panels, Isolators, BPI, Unit Transformers, Metering System, Fire
2.	220kV Line bay-02 Nos, Bus bay-01 No., and outgoing feeder bays-08 Nos.
3.	Three Nos. of 220/11 KV, 50/55 MVA ONAN/ONAF Power Transformers in MRSS along with RTCC Panels, the associated ancillaries and NIFPS
4.	11kV Transformer breaker and metering panel-Outdoor- 03 Nos (+4 Nos future)
5.	2 No. of 11/0.415 800kVA Distribution Transformers in SS each along with associated ancillaries.
6.	11kV distribution panel switch boards for Datacenter buildings- 03 Nos (+4 Nos future)

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7.	220kV Line, Bus and Bay Control and protection Panels-11 Nos.
8.	SCADA System for MRSS -220/11kV
9.	FOTE system for STU communication
10.	Fire alarm and Fire Fighting system
11.	PCC, ACDB, DCDB, Power Packs, HVAC, Lighting DB, and lighting system for O&M of MRSS and its auxiliary system
12.	<p>HT Cables:</p> <ul style="list-style-type: none"><li>6.35-11/11kV, 3C X 400 sq. mm XLPE insulated, Aluminium conductor H4 grade, galvanized steel round wire armoured with FRLS PVC outer sheath cable having length of approx. 5000 mtrs.</li><li>6.35/11kV, 3C X 300 sq. mm XLPE insulated, aluminium conductor H4 grade, galvanized steel round wire armoured with FRLS PVC outer sheath cable having length of approx. 5000 mtrs.</li></ul> <p>11/11kV, 3C X 300 sq. mm XLPE insulated, aluminium conductor H4 grade, galvanized steel round wire armoured with FRLS PVC outer sheath cable having length of approx. 1500 mtrs</p>
13.	<p>LT 600/1100 V Power &amp; Control Cables:</p> <ul style="list-style-type: none"><li>LT Power Cables of 1100V Grade XLPE Insulated, H4 grade Stranded Al/Cu Conductor, armoured conforming to latest standard having length of approx. 2000 mtrs.</li></ul> <p>Control Cables of 1100V Grade XLPE Insulated, Plain annealed Stranded Cu Conductor, armoured conforming to latest standard having length of approx. 6000 mtrs.</p>

For detailed capacity, ratings / sizes including unit numbers please refer to single line diagrams (SLD's) attached herewith as Annexure IV for information.

## 2. Scope of work of Asset Management

The Asset Management will have to cover the whole of the Phase 1 Distribution Network as well as IT infrastructure meant for the electricity distribution business. The scope of work as follows but not limited to:

- A) Operation and maintenance of Distribution Assets** from the start of input feeders of 220kV Line including **MRSS and power transformer** stations etc. and covering all the distribution network asset up to meter of the consumer. The meter will be provided by NIDP.

**Maintain Power Quality Standards:**

- o Voltage Variation-Shall maintain voltages at the point of commencement of supply to the consumer within the limits stipulated in the SLA.



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- o Frequency Variation - The frequency variation shall be governed by the SLA.
  - o Harmonics -In case of Harmonics detected in the system, the agency shall investigate the cause and work to eliminate/rectify the Harmonics including coordinating with the consumer for the remedial measures.
- B)** Installation of approved **metering devices** at the approved rates and carry out meter reading, monitoring all feeders and distribution transformer meters.
- C)** Operation and maintenance of **distribution transformers** as per UPERC Supply Code and Standards of Performance.
- D)** Maintenance of all the High Tension (HT), LowTension (LT) power and control cables including Rising Mains.
- E)** Maintenance of switchgear panels, capacitor banks, 220VDC Power packs, 220VDC/110V DC Battery and Battery charger for DC / AC auxiliary system & System earthing, Lightning arrestor, Common area lighting, Lighting mast, Area Lighting and other all electrical, IT, utilities etc.
- F)** Maintenance of Optical fiber cable (OFC) of the Electrical Distribution System, Optical fiber Grounded wire cable (OPGW) for proper communication for reduction of fiber losses and optimum utilization of carrying capacity of data by optical fiber.
- G)** Any work that warrants departmental activity within the licensee area.
- H)** Maintaining the emergency power supply system like DG sets and Preparation all Operation and maintenance reports as per the standard.
- I)** Operation & Maintenance of firefighting system for proposed transformers in case of emergency situations.
- J)** Operation & Maintenance of Air Conditioning and Ventilation system of the proposed substation and control room.
- K)** Operations and maintenance of FOTE communication system every month which is installed at MRSS.
- L)** Preparation of Asset Registers.
- M)** Store management (like In-ward, outward, quality, requisition, issue, gate pass, etc.)
- N)** For carrying out day-to-day maintenance work, if shutdown is required from EHV station on any feeder, the Management VENDOR shall apply for proper permit from the concerned UPPTCL's/STU's EHV substation. Such permit shall be returned to concerned EHV substation immediately after the work is completed. The Management VENDOR shall also intimate schedule of planned outages to the concerned EHV substation and maintain day-today coordination for smooth operation of transmission and Distribution network. The Management VENDOR shall also intimate the schedule plan of load shedding, Planned maintenance to the consumer in advance.



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## **O) Monitoring of 220kV, 11kV and LT Power System:**

- 1) To monitor and record all electrical parameters of 220kV, 11kV main equipment and its auxiliary equipment on an hourly basis.
- 2) To monitor and record all energy meters for the same at MRS, all Substations and at consumer end.
- 3) To distribute Monthly Electricity bills to consumers
- 4) To prepare daily energy report.
- 5) To calculate and analyze the power system distribution losses from 220kV voltage level to 440V level.
- 6) Coordination with UPPTCL, STU and NIDP for smooth and safe operation of system.
- 7) To provide support to prepare ISO formats & to implement accordingly.
- 8) To coordinate all the activities, attend the critical equipment such as air circuit breakers, VCB, SF6 CB, transformer, Isolators, CTs, PTs, LAs etc.

## **3. Spares:**

Spares for O&M:

NIDP shall be providing the spares according to the system's requirement. Vendor has to maintain the inventory in good condition and maintain the records of the same.

## **4. Tools, Tackles & Equipment for Maintenance:**

In order to discharge the obligations under the agreement inclusive of satisfying Service Level Agreement (SLA), Vendor need to purchase and maintain the Tools, Tackles and Equipment's required for maintenance inclusive of condition based preventive maintenance.

## **5. Service Level Agreements & Management Information System:**

The vendor is requested to check Annexure - VII for parameters to measure the performance of the Management service to be provided by the selected bidder during the contract performance. All these targeted parameters are considered to be agreed norms as Service Level Agreement (SLA). In case of failure of any particular SLA the penalty shall be exposed as mentioned in the penalty clause.

In Annexure III (SLA Description) List of Management Information System / Reports have been given which the Vendor have to be generated. NIDP shall provide required formats.

Vendor to strictly comply with SLA's & MIS. No deviation is accepted as regards to adhering and following up of SLA's.

## **6. Responsibilities of VENDOR:**

### **A. Power O&M\_T&D:**



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- a) **VENDOR** will provide the required manpower either through their company or through sub-contracting. But all necessary statutory compliance should be submitted by **VENDOR**.
- b) **VENDOR** will cover all employees under workman Compensation Policy and PF Scheme and other statutory requirement and NIDP shall in no way be liable for the same.
- c) **VENDOR** will follow and observe all the rules and regulations instructed by NIDP which includes statutory laws, labor law and safety laws. NIDP shall be indemnified in case of any default of non-observance of any of the above said laws.
- d) **VENDOR** should strictly maintain the strength of manpower as specified in the Annexure-II throughout the tenure and follow predefined Service Level Agreement (SLA) as per **Annexure VII and achieve specified performance measure**.
- e) **VENDOR** must intimate NIDP on any new inductions/additions to their existing manpower strength as well as termination, if any, including the details of shifting the manpower from NIDP site. **VENDOR** should not recruit people who are working with NIDP's other **VENDORS** and working at NIDP. If needed, you have to take NOC from concern **VENDOR**.
- f) **VENDOR** should submit the CV along with educational and experience certificates of all deputed employees.
- g) Monthly training & guidance to be given to supervisors and technicians to adopt better operational procedures.
- h) **VENDOR** should provide technical engineering support for solving the operation & maintenance problems.
- i) **VENDOR** will have to provide adequate communication facilities for their employees.
- j) **VENDOR** shall provide accommodation for their staff as per their policy.  
*NIDP will not arrange any food, accommodation, or transportation for Vendor staff.*
- k) **VENDOR** & their persons will report and take necessary directions from NIDP representative from time to time for operation and maintenance of the system and execute the following:
  - i. Daily operation and monitoring as per Check list.
  - ii. Maintenance as per scheduled maintenance planner.
  - iii. Breakdown maintenance, Trouble shooting.
  - iv. Condition based maintenance.
  - v. Data records, Logs book management, check list, Standard operating procedures (SOP)-Equipment and system.
  - vi. Document management
  - vii. Repairs, Replacements, Refurbishments, Modifications & Upgrades
- l) **VENDOR** will carry out testing of all major equipment- viz. Transformers, Breakers (Outdoor, Indoors), Protection Relays, Switchyard equipment.
- m) **VENDOR** should establish and maintain an inventory of maintenance parts and consumables.
- n) **VENDOR** will be responsible for preventative maintenance and to attend breakdown of all equipment in the power T & D network and DG sets, if any breakdown happens, it will intimate to NIDP representative immediately and the same must be carried out by **VENDOR**.

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- o) VENDOR will make and implement system / process of the power T & D network, DG sets for the better performance of system.**
- p) VENDOR should give prior intimation as per defined SLA in writing to NIDP for the required quantity of spares and consumable.**
- q) VENDOR should maintain all the Tools & Tackles as prescribed in Annexure – V.**
- r) In case VENDOR damages any of NIDP's property during the contract period, VENDOR shall be liable for the same and shall make good the loss at their cost.**
- s) VENDOR should provide office set-up equipment as per Annexure-VI and same will be handed over to NIDP at the end of the contract.**
- t) VENDOR staff shall follow all the safety guidelines at site from time to time. All staff should be aware of the safety precautions and shall adhere to all policies in this regard. In the event of any accident, mishap etc. to the staff of VENDOR, VENDOR alone shall be liable and/or responsible for the same & in no event NIDP shall be liable for the same.**
- u) In case of Holidays/ leaves of the vendor staff, vendor shall have to provide the required manpower against any shortfall. No Over time shall be sanctioned in such cases.**



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## B. Documentation & Records

### i. **VENDOR shall maintain following documents on site and shall keep the same open for inspection by NIDP:**

1. Monthly & Annual maintenance planner & its compliances.
2. Monthly outage approval file
3. Maintaining records of checklist
4. Maintaining record of equipment history register.
5. Daily management report.
6. Daily power consumption report of 220kV MRS, 11kV S/s, 33KV SS and 11 KV SS, network.
7. Monthly energy consumption report of all consumers.
8. Management Information System report (MIS)
9. Monthly material inventory management report
10. Maintaining equipment testing records.
11. Maintaining equipment / instrument calibration record.
12. Occurrence & its analysis report.
13. Estimating loss of property due to any accident.
14. Estimate and analyze energy accounting from 220kV voltage level to 440V voltage level.
15. Prepare, submit annual test reports to Electrical Inspector office as per requirement of Electrical Inspector office, and other regulatory offices as required, time to time.
16. SAIDI, SAIFI and other documentations as per specified norms of UPERC.
17. Any activities which are not mentioned in SLA at present but in future if such items are introduced by UPERC. then those items will also be considered as an SLA item for which the SLA provided by the UPERC will become applicable.

### ii. **Battery Limit of VENDOR**

220kV Double circuit transmission incomer at NIDP MRSS to Energy meter of NIDP consumers.

## C. Uniform & Safety fulfillment by Vendor:

- a) All **VENDOR** employees should wear uniform while on duty.
- b) The Uniform should be made as per the design & color code scheme required by NIDP.
- c) All employees should be provided with the photo Identity Card.
- d) Head Gear, Belts, Work Masks, Safety shoes, Rainy wear, rainy shoes, Hand Gloves, Safety goggles, will be worn by all **VENDOR** staff, as per the safety guidelines issued by Safety department.
- e) All Staff should be trained on safety, first aid and firefighting system periodically.

## 7. Responsibilities of NIDP:

- a) NIDP will provide workplace for **VENDOR** staff, material storage place and required area for keeping spares, tools & tackles at site.



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- b)** NIDP has the right to amend the work contract with prior information of a week's time to **VENDOR**.
- c)** NIDP will provide the required spares for operation and maintenance.
- d)** NIDP will provide special tools, and special testing equipment as per the requirement.
- e)** NIDP will provide Logistic support for shifting heavy equipment if any.
- f)** NIDP will provide the drinking water and electricity for vendor staff & office
- g)** **VENDOR** will supply the material as and when required and with approval from NIDP. The same will be paid along with the monthly bill (including 10 % of handling charges). Any material, tools, tackles, furniture, consumables etc. entering NIDP should be verified at the Main security Gate.

### **8. Occupational, Health & safety Requirement:**

**VENDOR** shall take full responsibility for adequate stability and safety of all site operations and methods of construction, subject to provisions of expected risks and special risks.

**VENDOR** shall arrange and implement the same for safety in its operations required as per NIDP OH&S Management System outlined in Project OH&S Plan.

In accordance with Occupational Health & Safety policy, it is the responsibility of **VENDOR** to provide both safe working conditions and protection against health risks to all employees and others involved.

Under this contract **VENDOR** shall ensure the following measures:

- a.** Comply with all applicable laws, regulations, ordinances, statutes, rules, IS codes AND NIDP'S Project OH&S Plan governing Occupational Health & Safety requirements and also perform the work as per contractual requirements.
- b.** Ensure availability and use of proper personal protective equipment during execution of work.
- c.** Ensure safety induction by HSE Dept. to all its workers prior to deployment at site.
- d.** Ensure safety clearance from HSE Dept. for the vehicles / equipment / machineries to be deployed during execution.
- e.** Ensure awareness to all concerned regarding Safety and Health Hazard involved in the activity being undertaken.
- f.** All accidents/ incidents should be reported immediately to the HSE Department.
- g.** Ensure hygienic conditions and proper housekeeping at the workplace as well as at the accommodation provided in line with NIDP guideline/regulatory requirements.
- h.** Hazard Identification & Risk Assessment (HIRA)
- i.** Work Permit & LOTO Procedures
- j.** HSE Training, Toolbox Talk
- k.** Usage of PPEs and Safety Devices
- l.** Safety Checklists
- m.** Safety Suggestions, Observations & Audits
- n.** Periodic Medical Check Up
- o.** Incident Reporting & Analysis
- p.** Safety Performance Monitoring (MTBA, Loss Time etc.)
- q.** Corrective & Preventive Actions
- r.** Continuous Improvement Process



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**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ANY CLAIM AND/OR LIABILITY ARISING DUE TO NON-COMPLIANCE OF ABOVE MEASURES AND SHALL INDEMNIFY NIDP FOR THE SAME**

### **9. Environmental Requirements:**

Throughout during performance of the work, VENDOR shall carry out all operations in such a way as to minimize ADVERSE impact upon the natural environment and prevent any spread AND/OR release of contaminated AND/OR hazardous substances. In accordance with environmental policy, it is the responsibility of VENDOR to manage the Project activities in such a manner to reduce ADVERSE environmental impacts OF ANY KIND to a practicable minimum. UNDER THIS CONTRACT, VENDOR SHALL ENSURE THE FOLLOWING MEASURES:

- a) Comply with all applicable laws, regulations, ordinances, statutes, and rules, codes AND NIDP'S Project Environmental Management Plan [PEMP] governing environmental requirements and ALSO perform the work as per contractual requirements.
- b) Understand NIDP's PEMP and create awareness amongst its staff to ensure compliance with the same.
- c) Prevent and control any air, water and soil pollution arising from his various activities.
- d) Optimize utilization of water and non-renewable sources like materials, fuel and energy.
- e) Control spillage including management of spilled materials from all pertinent operations.
- f) Provide all documentation required by NIDP / Governing authority on environmental requirements including Environmental Compliance Plan for review and approval.
- g) Immediately notify NIDP, in case it discovers any toxic or hazardous material.
- h) Manage, store, and dispose of all hazardous waste generated by his OPERATIONS in compliance with regulatory AND/OR NIDP's PEMP.

**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ANY CLAIM AND/OR LIABILITY ARISING DUE TO NON-COMPLIANCE OF THE ABOVE MEASURES AND SHALL INDEMNIFY NIDP FOR THE SAME.**



## **10. Statutory Requirement:**

- 1) All statutory compliances like Provident fund, ESIC, Bonus, Workmen's Compensation, Uttar Pradesh Labour & Welfare Fund Act or any other applicable compliances in the state of Uttar Pradesh, payable to the employees engaged by VENDOR under this Agreement will be paid by VENDOR to its staff and NIDP shall in no way be liable and/or responsible for the same. In the event, if NIDP has to pay any such expenses, NIDP shall be entitled to deduct the same from the monthly bills payable to VENDOR. (In case of any failure on VENDOR's part to do so, the required amount will be recovered from VENDOR's work bills of the actual wages with appropriate penalty as per law and PF contribution as aforesaid will be paid by NIDP directly from VENDOR's recoveries).
- 2) VENDOR while engaging employees for the services shall observe all the rules and regulations under the labour laws and shall be solely responsible for ensuring that there will be no compensatory claims imposed on NIDP under this Agreement which shall include all liabilities of the Contract Labour (Regulation & Abolition) Act, Provident Fund Act, E.S.I.C. Act, Workmen's Compensation Act, Minimum wages Act and other Labour welfare Act. VENDOR agrees to issue a certificate to this effect as and when required / demanded by NIDP.

## **11. Force Majeure:**

During Force Majeure i.e. Natural calamities like cyclone, floods, riots, earthquake, strike etc. VENDOR shall provide the maximum possible services in the given circumstances. Monthly rates as applicable shall continue to prevail during the period of Force Majeure for a period of fifteen days or less. For a period exceeding fifteen days, services shall be provided on specific mutually agreeable terms and conditions. In such cases the demobilization costs would be borne by NIDP.

## **12. Contractual Obligations:**

Notwithstanding anything stated or implied to the contrary in conversation & or correspondence relating thereto, the mutual contractual obligation for the parties in respect of the contract is strictly limited to what is written & printed in this document. Amendments, if any, to the terms herein are to be expressly agreed to in writing by both the parties, in order to be valid.

## **13. Arbitration:**

All questions, disputes or differences whatsoever which may arise at any time between the parties hereto relating to any contract and whether as to construction or otherwise shall be referred to a single arbitrator to be appointed by NIDP. The venue of such arbitration shall be Mumbai. The arbitration shall be held in accordance with & subject to the provisions of the Indian Arbitration Act 1940 or any re-enactment or statutory modification thereof for

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the time being in force. The award of the arbitrator shall be final and binding on the parties herein. The arbitration shall be conducted in English Language only.

### **14. Governing Laws & Jurisdiction:**

The parties agree that this contract shall be governed under the Indian laws.

The parties agree that the courts in Mumbai alone shall have jurisdiction to try and entertain any disputes between the parties herein.

### **15. Penalties:**

- a) If there is any damage / theft caused by the VENDOR staff, the cost of the same shall be recovered from the vendor along with the suitable action on the vendor.
- b) Any deficiency in the services to NIDP without any justifiable / genuine reason shall attract the penalty of 1% of monthly contract value and recovery of the monetary loss if any from the vendor.
- c) **VENDOR** has to maintain the manpower strength as per the contract.
  - i. If Technical strength for operation is less than 100% - Penalty will be 1 % of monthly contract value for first and second instant, further penalty will be 5 % of contract value.
  - ii. If Technical strength for maintenance is less than 90% - Penalty will be 1 % of monthly contract value for first and second instant, further penalty will be 5 % of contract value.
- d) If any staff of VENDOR is found without uniform on duty (more than twice), Rs.500/- will be deducted per instance.
- e) Any violation of safety guidelines by VENDOR will be penalized as per safety guidelines.
- f) Any violation of environmental guidelines by VENDOR will be penalized as per environmental guidelines.

### **16. Termination of Contracts:**

The work contract can be terminated by either party by giving three months prior notice and without assigning any reason.

If the work contract is awarded, vendor must sign and return duplicate copy of Work order /letter as a token of acceptance with the agreed terms and conditions.



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**ANNEXURE II**

**Shift wise allocation of manpower:**

Description	Morning shift	Evening Shift	Night Shift	General Shift	Reliever
Shift In-charge	1	1	1	0	1
Technician	1	1	1	4	1
Helper	0	0	0	2	0

**Remark: In case of any additional manpower required to attend any major breakdown, Vendor need to provide the same as per above approved rates with respect to category.**

**NOTE:**

1. ABOVE VALUES ARE EXCLUSIVE OF ALL TAXES
2. NUMBER OF MANPOWER ARE TENTATIVE AND SHALL SUBJECT TO VARY AT ACTUALS AS PER SITE , LOAD AND REQUIREMENT. SAME SHALL BE MUTUALLY DISCUSSED AND APPROVED BY CLIENT.
3. VENDOR shall bill the amount based on actuals manpower deployed post approval from client



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**ANNEXURE III - SERVICE LEVEL AGREEMENT**  
**Description of clauses as attached.**

**ANNEXURE-IV**  
**Single Line Diagram (SLD)- As attached.**



Regd. Office: 5<sup>th</sup> Floor, Scorpio House, Hiranandani Gardens, Central Avenue, Powai, Mumbai – 400 076  
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**Annexure – V**

**VENDOR** has to provide following Tools and Tackles for day to day operation and maintenance. All tools should be ISI mark and of standard company make and shall be maintained in good working condition (Items will be handed over to NIDP at the end of contract).

Sr. No	Item Description	
1	Taparia Box spanner sets with box-22 sockets +5 accessories	
2	Allen key set – Taparia / Braco / JK make	
3	Digital Clamp on meter AC/DC- 400 A, 1000V DC, MECO make	
4	Digital Clamp on meter AC/DC- 20 A, 1000V DC, MECO make	
5	Vacuum cleaner—Eureka Forbes make	
6	Hot air blower—Bosch make	
7	Grease gun—1 kg capacity	
8	Hand drill machine-Reverse-Forward type-13mm with drill bit sets—Bosch make	
9	Fuse pullers— L&T make	
10	Hydrometer—Thimpson make for checking gravity of battery	
11	Slip Joint Pliers-150mm length- Taparia make	
12	Wire stripping pliers-150mm—Taparia make	
13	Screw driver with bigger size handle-200 mm, blade-6mm, tip6x0.8mm—Taparia make	
14	Screw driver with bigger size handle-300 mm, blade-8mm, tip 8x1.2mm—Taparia make	
15	Bench Vice-250mm drive—JK or equivalent make	
16	C-Clamps-105mm—JK or equivalent make	
17	C-Clamps-205mm—JK or equivalent make	
18	Tubular Box spanners-6x7 to 24x27—taparia	
19	Crimping tool hydraulic 50 sqmm to 400sq mm heavy duty, Dowell make—Dowell / Jainson make	
20	Cupboard for tools—Godrej	
21	Nut driver set—Taparia	
22	Smooth file set 6” and 12” —JK make	
23	Rough file set 6” and 12” —JK make	
24	HV Insulation Tester, Manual Operated, Voltage-5kV, Make-Meco/Wago	
25	LV Insulation Tester-1000V, Manual operated, Make-Meco	
26	Analog Multimeter, Make- Sanwa	
27	Belt Spanner for DG set (Filter wrench)	
28	Spanner set- D type (Set 6-7 to 28-32); Taparia make	
29	Spanner set- Ring type (Set 6-7 to 28-32) ; Taparia make	
30	Line man’s Plier; Taparia make	
31	Nose Plier: Taparia make	
32	Tongue and groove plier; Taparia make	
33	Soldering Iron and metal	
34	Toolbox	
35	Tool Bags	
36	LOTO Box	
37	LOTO Tags, Seals, Locks	



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***Note: These are the minimum list of tools and tackles. Any additional tools and tackles for the O & M of power distribution network required will be provided by VENDOR.***



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**ANNEXURE-VII****SLA Based Performance Measurement for Power O & M\_Month -Year**

Sr. No.	Description of Performance Measure	Optimum %	Goal %	Achieved %	Remarks
1	Compliance of SLA clauses	100	98		
2	Power availability to end consumer	100	100		
3	Reportable accident (Nil)	100	100		
4	Statutory compliance	100	100		
5	Manpower Supply-Operation %	100	100		
6	Manpower Supply- Maintenance %	100	90		
7	Manpower in Uniform, ID and PPEs	100	100		
8	Material Requisition: Supply and Inventory Management	100	100		
9	Tools and Tackles Management	100	100		

**Note: All other formats for deriving the above parameters shall be provided to O &M team.**



