

BSES RAJDHANI POWER LIMITED

1-Floor;D-block,BSES Bhawan, Nehru place

Delhi, -110019, DELHI, INDIA

Telephone : 91-011 -39999446/9350261053

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CONTRACT ORDER

To Vendor Code : 2503621 MK POWERTECH PRIVATE LIMITED G-75, KIRAN GARDEN, UTTAM NAGAR NEW DELHI Pin Code: 110059 INDIA PHONE : 9312908680 FAX : 011-25333328 E-Mail : mkpowertech@gmail.com Attention :	CONTRACT ORDER NO.SERV/ DSE/ 283250 DATE: 10.04.2015 Vendor Quot. Ref : Date : Our Ref : Plant:D021 Desc:BSES Rajdhani Power Ltd, Delhi
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In accepting this CONTRACT ORDER, VENDOR agrees to furnish the GOODS/SERVICES specified in full accordance with all conditions set forth herein and / or attachments hereto. All drawings, designs, specifications and other data prepared by OWNER and related thereto are the property of the OWNER and must be returned to OWNER upon completion by VENDOR of the obligations under this CONTRACT ORDER. The information contained herein is not to be released or disclosed for any other use or purpose other than for execution of this CONTRACT ORDER. This formal CONTRACT ORDER constitutes the entire agreement and only written changes by way of an amendment to this CONTRACT ORDER will be legally binding.

It is important that VENDOR signs and returns the CONTRACT ORDER acknowledgement and acceptance form within three (3) days of receipt. No other form of CONTRACT acceptance will be accepted. Failure to return the CONTRACT acknowledgement and acceptance form does not diminish the responsibilities as set forth herein, but may result in a delay to any payments that may be due and may be cause for termination of this CONTRACT ORDER.

For all correspondence, Please quote Contract Order No.

TOTAL ESTIMATED CONTRACT VALUE: INR 12,683,000.00

Value in words : Rs. One Crore Twenty Six Lakh Eighty Three Thousand only

The above value is indicative only and it is not binding on us for fulfillment.

Validity of Contract From: 01.04.2015 To: 31.03.2016

Engineer in Charge:

Payment Terms : See Page Inside

	for BSES Rajdhani Power Limited 	CONTRACTOR's Acceptance
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BUYER : SINGH

Authorised Signatory

Signature Title Date

REGISTERED OFFICE : BSES Bhawan Nehru Place New Delhi -110019

BSES

BSES Rajdhani Power Limited

BSES RAJDHANI POWER LIMITED1-Floor;D-block,BSES Bhawan, Nehru place
, DELHI, INDIA

To :

Vendor Code : 2503621

MK POWERTECH PRIVATE LIMITED

G-75, KIRAN GARDEN,

UTTAM NAGAR

NEW DELHI

110059

PHONE : 9312908680

FAX : 011-25333328

EMAIL : mkpowertech@gmail.com

KIND ATTN :

Customer Contact Person : SINGH

Sr No	Item Code	Material/Service Description	Unit Rate
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10		AMC forstreet light-HKS,NZD, SRV FY15-16	
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The item covers the following services:

10	AMC for street light on monthly basis
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Net value of the item	23.85	INR/EA
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AMC For street lights on Monthly Basis for Nizamuddin, Sarita Vihar in SOUTH-I circle and Hauzkhas in SOUTH-II circle from 1st April 2015 to 31st March 2016 (Rate is for per street light point per month).

Terms of payment :

07670254583

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Ref: 1. Tender no: CMC/BR/14-15/ASG/VKS/383 Dt: 24.02.2015.
2. LOI NO:C&M/14-15/STLT/05 Dt: 30.03.2015

Maintenance Agreement

This Maintenance Agreement made at New Delhi on this 1st day of April, 2015 between BSES Rajdhani POWER LTD, a Company incorporated under the Companies Act, 1956 having its office at BSES Bhawan, Nehru Place, New Delhi-110019 (hereinafter called "COMPANY" which expression shall unless repugnant to the context or meaning thereof include its administrators, executors, successors and assigns) of the One Part, and, a VENDER- M/s.MK Powertech PVT. Limited G-75,Kiran Garden,Uttam Nagar, New Delhi-110059 which expression shall unless repugnant to the context or meaning thereof include its administrators, executors, successors and assigns of the other part.

Whereas BSES Rajdhani Power Limited is a COMPANY (having license) in the business of distribution and retail supply of Electricity in the areas of its Distribution Network.

Whereas the VENDER has represented that the firm is a Proprietary firm and has agreed and is empowered to execute the contract by signing this contract as a confirming party.

The VENDER has represented and affirmed that it is a registered Proprietary firm. There is no income tax liability pending against him or any other tax liability under any prevailing law is pending against the firm.

Whereas the COMPANY is desirous of engaging a third party and wants to assign the preventive, predictive, break-down, executing work for rectification and routine maintenance for street lights of street light system in SOUTH-I&SOUTH-II circle covering following divisions in BRPL:

- a) Nizamuddin
- b) SaritaVihar

BSES RAJDHANI POWER LIMITED

1-Floor;D-block,BSES Bhawan, Nehru place
, DELHI, INDIA

c) Hauzkhas

And whereas the VENDER has agreed to undertake and the COMPANY has agreed to assign to the VENDER the identified works of the COMPANY in the specified area of its licensed Distribution Network in New Delhi in accordance with the terms and conditions of these presents and applicable laws.

And whereas it is further agreed between the parties that the VENDER shall ensure for satisfactory performance of the works assigned to them.

1.0 DEFINITIONS & INTERPRETATION:

The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

1.1 COMPANY: The terms "Company" shall mean BSES Rajdhani Power Ltd. having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall include its authorized representatives, agents, successors and assigns.

1.2 CONTRACTOR: shall mean M/s.MK Powertech PVT. Limited G-75,Kiran Garden,Uttam Nagar, New Delhi-110059, and shall include its authorized representative, agents, successors, and assigns.

1.3 CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.

1.4 SITE: The terms "Site" shall mean the working location in BRPL area.

1.5 ENGINEER IN CHARGE: "Engineer In-charge" means the Company's authorized representative for the purpose of carrying out the work. For

BSES RAJDHANI POWER LIMITED

1-Floor,D-block,BSES Bhawan, Nehru place
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this Work Order Engineer In-charge shall be DGM (Street Light) of the respective area (BRPL).

1.6 Good Industry Practice: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

1.7 Effective Date: means the date when Contractor through its authorized representative places its signature on the duplicate copy of this contract.

1.8 Rate: The unit rates for the work to be carried out at site shall be as per annexure and payable by the Company to the Contractor for the due, complete and proper performance of the jobs covered under this contract.

2.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

The CONTRACTOR has to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to his work. The COMPANY shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions, if any.

3.0 LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

4.0 SCOPE OF WORK:

BSES RAJDHANI POWER LIMITED

1-Floor;D-block,BSES Bhawan, Nehru place
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The vendor to undertake the responsibilities of the assigned works of the preventive, predictive, breakdown execution work for rectification and routine, maintenance for street lights systems in BRPL in Delhi. The procedure for the same shall be as under:

4.1. FOR ATTENDING BREAKDOWN/ COMPLAINTS:

4.1.1 The contractor shall attend the complaints/ breakdown relating to street light on daily basis/ call basis.

- Regarding general complaints, same will be intimated to the contractor daily at 9:00 AM by the respective Engineer in charge.

- Regarding complaints received from call centre _ the contractor will maintain a small compliant centre so as all complaints received at call centre can be attended immediately (say in next 24 hours).

4.1.2 All the material required for attending the breakdown and tower wagon shall be provided by BRPL which shall be reconciled on weekly basis. How ever company has a right to check contractor stock and utilization at any time.

4.1.3 A record shall be maintained for all material used, including location of pole etc. Hence forth date of installation of material will be marked at installation location. Regarding removed material, vendor will segregate all material became faulty during warranty period. (list of same may be taken from Engineer in Charge). It is vendor responsibility to segregate defective material under warranty and marked material shall be handover to Engineer in Charge.

4.1.4 Major complaints involving pole and feeder pillar/service pillar installation as decided by Engineer in charge should be attended by the contractor within 3 days from the time complaint received by the contractor and material is provided. Further, at least 50% of minor/ priority complaints should be attended by the contractor within 24 hours & balance is to be attended in next 24 hours from the time complaint

BSES RAJDHANI POWER LIMITED

1-Floor,D-block,BSES Bhawan, Nehru place
, DELHI, INDIA

received by the contractor and material is provided.

4.2 FOR PREVENTIVE MAINTENANCE:

4.2.1 The contractor shall prepare & implement 3 month preventive maintenance schedule in consultation & coordination with respective Engineer in charge at division level. The vendor shall conduct the maintenance work of highest quality standards. This 3 month preventive maintenance schedule shall cover all the street light points in the division (covering one third of total street light points per month). Total no. of street lights points along with details installed in the division shall be provided by Engineer in charge.

4.2.2 The scope of work to be covered under preventive maintenance schedule shall be as under:

a) Tightening of Street light fittings Jumper/Supply line and all such jumpers connected to the street lighting systems including welding of fittings. Since street light wiring are used for electricity theft so vendor has to ensure that no electricity theft should be possible from street light wiring system.

b) Replacement of minor cable/ O/H systems and underground to & from ICTPN to attend the complaint up to 50mtrs (not for purpose of augmentation only).

c) Replacement/Repair of HPSV 400 W, 250 W/150 W/ 70 W/FTL and their accessories on street lighting.

d) Attending to street light conductor snapping.

e) Repair of conductor snapping.

f) Repair/ replacement of junction boxes, ICTPN, timer switches

g) Repairing of stay wire connecting to the street lighting systems

h) Cleaning of street lighting fixtures (Perspex covers, reflectors etc)

BSES RAJDHANI POWER LIMITED

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DELHI, INDIA

- i) Straightening and strengthening of the tilted poles.
- j) Minor trimming of trees
- k) Removing of bird nest/any other unwanted cables/wires/internet & cable TV wires/ posters etc.
- l) Pole numbering
- m) Earthing
- n) Jointing of cables
- o) Replacement of broken pole any type
- p) Straightening of the tilted pole any type
- q) Pole painting
- r) Restringing /sagging of the catenaries
- s) Street light capacitors.

Note: Hence forth, during quality inspection, apart from routine parameters, following parameters will also be monitored:

- a) Timely On -off of street lights.
- b) Power wastage due to delay in power off or as lights are switched ON for maintenance. Will not be allowed for more than 1% of total time.
- c) Power factor - the target is to maintain power factor of "point wise billed" light as 0.96 and better.
- d) In this regards, the contractor has to ensure that all automatic street light controller are working. Further, where ever possible meters shall be installed to monitor street light operation. The meter will be provided by BRPL and installed by vendor.
- e) Engineer in In-charge will maintain list of all assets like pole with light detail, feeding DT nos, controller and meter details. Division wise - Google base location map will be provided. Vendor has to mark all street light pole (with detail), controller location on the map. The asset on map should match with master asset register. BRPL GIS team will collect weekly up-dation.

BSES RAJDHANI POWER LIMITED

1-Floor,D-block,BSES Bhawan, Nehru place
, DELHI, INDIA

Separate work orders shall be issued to the contractor for carrying out any kind of major work (like new pole installation ,augmentation /up gradation of the system ,any underground/ overhead work of single span/ length above 60 mtr, jointing of cables of size 3 X 95 mm2 & above).

4.2.3 The vendor shall ensure availability of all necessary tools & tackles and other equipment for carrying out the assigned jobs by their manpower.

4.2.4 All the material will be provided by BRPL.

4.2.5 Inspection of maintenance work done by the contractor shall be carried out by BRPL Engineer in charge on monthly basis. Also, inspection on 20% of total street light points maintained in a particular month shall be carried out by BRPL. For the purpose of monthly joint inspections/verification with BRPL Engineer In charge, one day prior intimation shall be given by the contractor.

4.2.6 The required compliance level for preventive maintenance carried out by the contractor shall be as under:

a) For the first month, the no. of complaints received should not be more than 0.7% of total street light points in the division.

b) For the second month, the no. of complaints received should not be more than 0.6% of total street light points in the division.

c) For the third month & onwards, the no. of complaints received should not be more than 0.5% of total street light points in the division.

Note: Incase the complaints are more due to very poor quality of any material, vendor has to establish the fact to Engineer in charge.

BSES RAJDHANI POWER LIMITED

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, DELHI, INDIA

In case of theft or missing items, the contractor shall intimate the same to Engineer in charge and shall replace such items only after getting approval of Engineer in charge.

It shall be the responsibility of the VENDER to organize to and fro transport of materials to be used for maintenance purpose, issued from any of the COMPANY Store/ Godown to the site of work and back to Stores within the area of work.

The cost of transit insurance, freight, loading / unloading of materials/ equipments during its handling / erection at site will be in the scope of AMC work.

The COMPANY shall arrange any permission from the local authorities like MCD, DDA, Traffic Police, PWD, and DJB. Also, Shut down shall be provided by the Engineer in charge.

It shall be contractor's responsibility to arrange for timely switching ON/OFF of the streetlight & same shall be followed strictly.

5 MANPOWER COMPONENT:

The contractor shall provide the appropriate manpower and resources to execute the AMC. The contractor shall deploy at least one supervisor per division. The vendor should also define name of supervisor and name of person looking after quality of work.

The contractor shall provide minimum one gang per 1200 street light points

6 LIQUIDATED DAMAGES & PENALTIES:**5.1 LIQUIDATED DAMAGES:****5.1.1 For Functionality of street lighting:**

If compliance level of 97% & above is not achieved for the functionality

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, DELHI, INDIA

of street lighting, the contractor shall pay liquidated damages as under:

- a) For 97% & above - Nil L.D., 100% payment shall be released.
- b) Below 97% - L.D. shall be deducted @ 0.5% for every % less than 97%.

5.1.2 For attending complaints:

If the complaints (major & minor) are not attended by the contractor within time period as specified below, then for each complaint a penalty of Rs.50 for each day of default of rectification of faults shall be deducted from monthly bills:

a) For Major complaints like pole installation & feeder pillar/ service pillar installation as decided by Engineer in charge: Within 3 days from the time complaint received by the contractor and material is provided.

a) For Minor/ priority complaints (as decided by Engineer in charge): At least 50% complaints to be attended within 24 hours and balance in next 24 hrs from the time complaint received by the contractor and material is provided.

5.1.3 For Preventive maintenance:

If compliance level as mentioned in clause no 4.2.6 is not achieved, 10% shall be deducted from the monthly bill in addition to the penalty mentioned at clause no.6.1.1.

Also all penalties imposed by DERC if any due to the non-functioning of Street light during the period of contract is fully recoverable.

6.2 PENALTIES:

6.2.1 A penalty of 2.5% of bill amount shall be levied in each case of

BSES RAJDHANI POWER LIMITED

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, DELHI, INDIA

non-compliance of safety practices and site cleanliness.

6.2.2 While carrying out a maintenance function by switching on the lights of a street lighting system the contractor shall ensure that only the street lighting points existing on the particular stretch being maintained are switched on, Any other light /Lights observed to be or which have been done by the contractor shall attract penalties equal to 1.5 times the load switched on for the duration (not less than 1 hr) specified by the observer and ascertained by the engineer in Charge. LDs shall be imposed appropriately as per the existing tariff specified by the DERC for street lighting.

6.2.3 Penalty for No I-Card:

A penalty of Rs. 500/- shall be levied on contractor for every incident whenever employees found without I-card / loss of I-card. This amount shall be deducted from the bill of the contractor on the recommendation of concerned Engineer-In-charge.

6.2.4 Penalty for damage of material issued:

Any damage to material provided by the company to the contractor the same shall be recovered on cost plus 30 %. The Company shall be entitled to set off the entire amounts due from the contractor against the Rates payable by Company to the contractor.

6.2.5 Penalty for work man ship and lapse in operation:

The Engineer in Charge will compile monthly report about operation performance and work man ship and in case major deviation are observed, with out any reason, he has right to levy penalty on vendor. Following are few key parameters:

a) Operational parameters:

- i) Timely On-off of lights.
- ii) Material reconciliation