BSES YAMUNA POWER LIMITED (BYPL)

Notice Inviting Tender (NIT)

for

"PROVIDING CALL CENTER SERVICES FOR BYPL"

NIT No.: CMC/BY/25-26/RS/AVS/29 (Rfx No. 2200000156)

Dated:04.12.2025

Due Date for Submission of Tender: 26.12.2025, 14:00 HRS

Date and Time of opening: 26.12.2025, 14:30 HRS

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

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

BSES Yamuna Power Limited

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CHECK LIST

(FOR BID SUBMISSION)

S. No	Item Description	Y/N
1	BID INDEX	
2	COVERING LETTER	
3	TENDER FEE	
4	EARNEST MONEY DEPOSIT	
5	POWER OF ATTORNEY	
6	BID FORM DULY SIGNED	
7	NON-DISCLOSURE AGREEMENT (NDA)	
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SECTION- I :REQUEST FOR QUOTATION (RFQ)

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SECTION- I - REQUEST FOR QUOTATION (RFQ)

1. GENERAL

1.1. BSES Yamuna Power Limited invites tenders on an e-Tendering portal (Techno-Commercial Bid & Price Bid) from eligible Bidders for "**Providing call center services for BYPL"**

1.2. The bidder must qualify the requirements as specified in heading "Qualifying Requirements" of this RFQ.

1.3. The document sumitted other than online (i.e. Tender fee, EMD etc.) shall be submitted in a sealed envelopes super-scribed as:

"NIT No.: CMC/BY/25-26/RS/AVS/29 Dated: 04.12.2025"

for

"PROVIDING CALL CENTER SERVICES FOR BYPL"

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

Cost of Tender Documents (Non- Refundable)	Rs.1180/- (including GST)
Earnest money Deposit (EMD)	Rs 5 Lakh
Duration of the Work	Two (3) Years (Initially Contract award for 1 Year and shall be renewed for next 2 year on performance basis of contractor)
Date & time of Submission of Bid	26/12/2025 till 14:00 HRS
Date & time of opening of Techno-Commercial Bid	26/12/2025 at 14:30 HRS

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

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

1.6. Tender fees shall be accepted in the form of demand draft or thorugh online transfer (NEFT) in the bank account of BYPL details are mentioned in the tender document.

1.7. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender documents are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

2. POINTS TO BE NOTED

2.1. Works envisaged under this contract are required to be executed in all respects up to the period of completion/ duration of work mentioned above.

2.2. Only those agencies, who fulfil the Pre-qualifying requiment should submit the tender documents.

2.3. BSES YAMUNA Power Ltd. reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reducethe amount and quantity mentioned in the tender documents at the time of placing Order

2.4. The bid will be summarily rejected if:

(a) **Earnest Money Deposit (EMD)** and **Tender Fee** of requisite amount is not deposited as per tender conditions

(b) Bid received after due date and time.

3. EMD

3.1. The bidder shall furnish, as part of its bid, an EMD of the requisite amount. The EMD is required to protect the Company against the risk of Bidder‘s conduct whichwould warrant forfeiture. The EMD shall be denominated in any of thefollowing forms:

(a) BG from nationalized / Scheduled Bank, as per the format annexed in the tender document, in favour of BSES Yamuna Power Limited valid for 6 (six) months from original due date of bid submission.

(b) Fixed Deposit (lien marked in favor of BSES YAMUNA POWER LTD) valid for 6 (six) months from original due date of bid submission.

3.2. Please note that bank details as givenbelow have been provided only for the purpose of making BG for EMD/Tender Fees.

Beneficiary Name	: BSES Yamuna Power Limited
Bank Name	: State Bank of India (SBI)
A/c No.	: 10277791808
IFSC Code	: SBIN0009601

3.3. The EMD of the bidders who are not technically qualified shall be returned after the price bid opening.

3.4. Earnest money given by all the bidders who are techno commercially qualified except the lowest bidder shall be returned within 8 (Eight) weeks after award of the work.

3.5. The EMD of the successful bidder shall be returned on submission of CPBG as per tender terms.

3.6. The EMD may be forfeited in case of:

(a) The Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

(b) The successful Bidder does not

(i) accept the Purchase Order/Work Order, or

(ii) furnish the required CPBG as per tender terms

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

4. QUALIFYING REQUIREMENTS (QR)

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

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

4.1 Technical QR:

(i) Bidder must have 05 years of experience with knowledge and exposure w.r.t services rendered to call centre to the reputed organization and shall have successfully carried out and completed similar works in last five years, with following criteria:

a) From BCP DRP (Business Continuity Plan - Disaster Recovery Plan) perspective, Bidder should have 2 sites with at least one of them existing (operational) in Delhi or NCR & other operational site in PAN India (other than Delhi or NCR).

b) Bidder must have at least 150 seats in Operation in Delhi or NCR (single location) and Back Up facilities with at least 50 seats in Operation in PAN India (Single location). Relevant documentary evidence is to be submitted by the bidder.

c) Bidder should have experience in handling call centre services with Public Utility/ Banking / Telecom / Govt. services.

d) The bidder shall attach the relevant work orders/agreement and Performance / Work completion certificate in support of the relevant experience.

(ii) The bidder shall submit the details of call centre services carried out in the format attached as attachment A of Annexure II of tender documents.

(iii) The bidder should have the requisite skills, knowledge, expertise, experience, and system as per the requirement of the company and the capability to provide the call centre services with the trained and experienced person of the requisite skill and knowledge to perform the function. Bidder shall submit a detailed organization chart in support of its capability.

4.2 Financial QR:

(i) The bidder must have executed a single order of minimum value of Rs 2.00 Crore or two orders of minimum value Rs 1.25 Crore each or three orders of minimum value Rs 1.00 Crore each in the field of providing call centre services in the last five financial years (FY 2019-20 to FY 2024-25).

The completed cost of the order will be escalated by BYPL @ 8% compounded interest rate for each completed year, ending March 31st for the assessment purpose.

(ii) The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 22-23, FY 23-24 & FY 24-25) should not be less than Rs Six (6) Crore. The bidder shall submit the Annual Turnover Report of the last three

financial years duly certified by a Chartered Accountant. The Turnover certificate must have UDIN Number.

(iii) The bidder must provide proof of having solvency of an amount equal to Rs. 1.00 (One) Crore from any nationalized/ scheduled commercial bank. It should not be older than the date of publication of this tender document.

(iv) The bidder should have positive net worth during last financial year i.e 2024-25. The bidder shall submit the Certificate of Net Worth duly certified by Chartered Accountant. The Net worth certificate must have UDIN Number.

(v) Bidder should have valid Registration of GST & PAN.

(vi) Bidder should have fulfilled all statutory compliances like PF, ESI registration, etc.

(vii) Entities that have been currently debarred/blacklisted by any Private/central/state government institution including electricity boards in India, any of the DISCOM in India, lacks qualifying pre-requisites to participate in this tender will not be considered. Accordingly, an undertaking by the Authorized Person along with other documents to be provided by the bidder on its letter head in this regard, confirming in clear terms, that the contractor has not been debarred/blacklisted as on the date of submission of the bid. Bidders who is currently debarred/ blacklisted/ suspended by BYPL will not be considered in this tender.

(viii) The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original document/s. Further, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, BYPL at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of BYPL & Its group companies for indefinite period or period as may be decided by BYPL.

(ix) The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.

Note: In cases where audited results for the last preceding financial year as of the date of techno-commercial bid opening are not available, UDIN-based certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

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4.3 Other Requirements:

(a) The company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and the company's decision shall be final in this regard.

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

i. Last three Financial Years (FY 22-23, FY 23-24 & FY 24-25) audited financial statements.
ii. Bidder to submit UDIN based CA Certificate showing NIL dues towards Statutory Liabilities, including GST, Taxation, PF, ESI, or any other dues Statutory in nature for the period upto 31.03.2025, herein collectively called as "Statutory dues" and there is no liability over the bidder relating to the deposition of such statutory dues.
iii. Details of formation/registration of the firm (Proprietary/ Partnership) or Company along with all relevant details)
iv. Memorandum & Articles of Association of the Company/ Partnership Deed of the Firm /other registration documents, as applicable
v. Organization Chart of the Bidders Company/organisation
vi. Number of Employees & necessary details
vii. Details of office/s in Delhi/NCR, Details of Registered and Corporate offices and details of other offices/establishments in India.
viii. Turnover certificate issued by CA (along with UDIN no.) for the last three Financial Years.
ix. Networth certificate as elaborated in financial QR
x. List of pending litigation with government/other institutions on account of executing any order.
xi. Copy of ESI/PF Registration certificate
xii. Copy of PAN/GST no.
xiii. Copy of Final GST Return of last Financial Year.
xiv. Non-Disclosure Agreement (NDA) as per format attached
xv. Solvency Certificate

(c) For Existing vendors of BYPL or its group companies the evaluation will also consider their performance in ongoing or past contracts, including but not limited to HR related matters, compliance with statutory requirement and timely disbursement of wages disbursement by Vendors. BYPL reserves the right to qualify or disqualify their bid based on the contract performance despite them meeting the above-mentioned qualification requirements.

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

5. PRE-BID MEETING:

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

Online platform: Microsoft teams
Time : - 16.12.2025, 15:00 HRS India
Meeting ID: 413 514 715 693 38
Passcode: AJ3kS6nL

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

6. BID SUBMISSION

FOR BIDS INVITED THROUGH E-TENDERING PORTAL:

BSES will carry out E-Tendering through its e-tendering portal (https://srmprdportal.bsesdelhi.com).

Interested Non-registered bidders are requested to obtain the portal user name and password (if not available) for bid submission. For participating in e-Tenders of BYPL, please write a mail to

1. Mr Rakesh Sharma, E-mail: Rakesh.Ku.Sharma@reliancegroupindia.com,
2. Mr Amit Sharma, E-mail: Amit.v.Sharma@reliancegroupindia.com, with your details as per below:

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

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

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

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

6.1 **PART A: TECHNICAL BID** comprising of the following:.

Sr. No	Descriptions	Type of Documents
1	**Power-of-Attorney**	In the standard stamp paper & format
2	**Cover Letter**	Standard Format
3	**Technical Bid Submission Check List**	Checklist at page no. 7
4	**PQR Compliances**	Documentary evidence in support of qualifying criteria mentioned in Section 1 Clause 3
5	**Signed Tender document**	Original Tender documents duly stamped & signed on each page as a token of acceptance
6	**Bid Form (Unpriced) Duly Signed**	Duly Signed Bid Form as per enclosed format at ANNEXURE – 1.
7	**Acceptance of Reverse Auction**	Duly signed Acceptance Form For Participation In Reverse Auction Event as per enclosed format at ANNEXURE – 3
8	**Undertakings**	Duly signed self-undertakings as per clause 4 at Section 1 , Format 4.6
9	**Schedule of Deviations**	Duly filled and signed as per enclosed format at Formats Format 4.4
14	**Communication Matrix**	Duly filled and signed as per enclosed format at Format 4.5
15	**Un price Bid Duly Signed**	Duly Signed Un price Bid as per enclosed format at Section VI - PRICE BID FORMAT
16	**Organization Chart & Manpower Details.**	Bidder shall submit the details of Organization & Manpower with qualification and experience.

6.2 PART B: PRICE BID:

(a) **PRICE BID** shall Comprise of Prices **strictly** in the Format enclosed in SECTION VI. Any change in price bid format, content may lead to rejection of the bid.

(b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

6.3 FINANCIAL BID EVALUATION THROUGH REVERSE AUCTION

Reverse Auction (RA) shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders. The qualified bidders will participate in reverse auction through SAP-SRM tool. The RA process shall be governed by the terms and conditions enclosed as Annexure-III in this tender document. Training/details shall be provided to bidders before participation in auction. In case RA is not conducted /concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard, the decision of the Company shall be final and binding on the bidders.

7. TIME SCHEDULE

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

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	15.12.2025
2	Pre-Bid Meeting	Discussion on pre-bid queries	16.12.2025, 15:00 Hrs.
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	26.12.2025, 14:00 Hrs.
4	Opening of Techno-Commercial Bid	Opening of PART-A	26.12.2025, 14:30 Hrs.
5	Opening of Price Bid	Opening of PART-B of only the techno-commercially qualified bidders (List of bidders will be published at our website)	To be informed separately
6	Reverse Auction	As per RA terms	Schedule will be intimated to eligible bidders through email from email id: BYPL.Eauction@relianceada.com

8. AWARD DECISION

8.1. Company intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, delivery and bidder 's capacity, in addition to other factors that Company may deem relevant.

8.2. The Company reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.

8.3. In case the performance of any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award the work to another contractor(s) who will be found eligible/fit.

8.4. The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by BYPL on this shall be final and binding on the bidders.

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

9. MARKET INTEGRITY

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

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

10. CONFIDENTIALITY

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

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

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

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

BSES Yamuna Power Limited

11. CONTACT INFORMATION

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

Address	Name/ Designation	E-mail Address
Technical		
1st floor CBD-III, BSES Yamuna Power Ltd Karkardooma, Delhi 110032	Mr. Simoes Lal (Sr. Manager – Customer care)	simoes.lal@ reliancegroupindia.com 011-4124 7461
	Mr. Deepanshu Agarwal (AvP– Customer care)	Deepanshu.Agarwal@reliancegroupindia.com 011-4124 7105
Commercial		
C&M Dept. 3rd Floor, A Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Mr. Amit Sharma Sr. Manager – (C&M)	Amit.v.sharma@reliancegroupindia.com 011-4124 9419
	Mr. Prajay Mishra AsVP – (C&M)	Prajay .mishra@reliancegroupindia.com 011-4124 4545
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BYPL

BSES Yamuna Power Limited

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

BYPL

BSES Yamuna Power Limited

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES YAMUNA Power Ltd (BYPL), hereinafter referred to as the "Company" is desirous for awarding work of "Call Center Services for BYPL"as notified in this tender document.

1.1 All the Bids shall be prepared and submitted in accordance with these instructions.

1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will in no case shall be responsible or liable for these costs.

1.3 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred /sold to the other party.

1.4 The Company reserves the right to request for any additional information/documents and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Company, the data in support of RFQ requirement is incomplete.

1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Company's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Company.

1.6 The company reserves the right to split the order among various successful bidders inany manner it chooses without assigning any reason whatsoever.

2. SCOPE OF WORK

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

3. DISCLAIMER

3.1. This NIT is not an agreement and further it is neither an offer nor an invitation by BYPL to bidders or any other person for award of contract. The purpose of this NIT is to provide bidders information that may be useful to them in the preparation and submission of their bids.

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

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

supplied by or on behalf of Company or its employees, or otherwise arising in any way from the selection process for the Work.

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

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

3.6. It shall be deemed that by submitting a bid, a bidder agrees to release BYPL and its employees, agents and advisors irrevocably unconditionally fully and finally from any and all liability for any claims losses damages costs expenses or liabilities in anyway related to or arising from exercise of any rights and all performance of any obligations under this NIT and or in connection with the bid process to the fullest extent permitted by applicable law and waives any and all rights and all claims it may have in this respect whether actual or contingent whether present or in the future

3.7. BYPL and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. BYPL may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.

3.8. The issue of this tender document does not imply that BYPL is bound to qualify any bidder or to award the contract to any bidder. BYPL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

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

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

6. AMENDMENT OF TENDER DOCUMENTS

6.1. At any time prior to the deadline for submission of Bids, the Company may for any reason(s), whether at its own initiative or in response to a clarification requested by a prospective Bidder, alter/amend/modify the tender documents by corrigendum /amendment.

6.2. Thecorrigendum/amendmentt shall be part of tender document, pursuant to Clause 5.1, and it will be notified
(a) by way of uploading the corrigendum/amendment on BYPL website (in case of public tender),
(b) in writing by e-mail to all the Bidders who have received the Bidding Documents by email. (in case of limited tender)

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

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

7. PREPARATION OF BIDS & LANGUAGE

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID FORM

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

10. BID PRICES

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

11. BID CURRENCY

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

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

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

13. ALTERNATIVE BIDS

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

14. FORMAT AND SIGNING OF BID

14.1. The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the Company at the date, time and place specified in Section-I, RFQ.

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

14.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

15. SEALING AND MARKING OF BIDS

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

15.2. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Original bid must be timely received by the company at the address specified in Section –I, RFQ.

16.2. The Company may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. ONE BID PER BIDDER

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

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

The Bidder is not allowed to modify or withdraw its Bid after the due date of bid submission.

20. EVALUATION OF BID

20.1. The bids will be evaluated techno-commercially on compliance to tender terms and Conditions.

20.2. BYPL reserves the right to ask the bidders to provide any additional information including breakup of the prices as quoted by them against line items.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

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

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

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23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

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

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

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

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

24. CONTACTING THE COMPANY

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

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

25. COMPANY ’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26. AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the

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right to award order to other bidders in the tender, provided it is required for need of the work. The full or part of the contract may be awarded to other bidder(s) on differential rates.

27. THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the Numbers/ quantities without any change in terms and conditions before the award of Contract. Further BYPL may increase or reduce the area/ scale of operations / increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly. In case of decrease in base resources decided mutually then contract value will be adjusted accordingly.

28. LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of work/order.

The successful Bidder shall be required to furnish acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Company.

29. CORRUPT OR FRAUDULENT PRACTICES

29.1. The Company requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. In pursuance of this policy, the Company:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence the award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

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

30. PROCESS TO BE CONFIDENTIAL

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

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SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

BYPL

SECTION – III:

SPECIAL CONDITIONS OF CONTRACT (SCC):

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

1. DEFINITIONS

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

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

2. SCOPE OF WORK

The scope includes providing call center services in BYPL. as per detailed scope of work as enumerated in Section –V.

3. EFFECTIVE DATE, TIME AND VALIDITY

3.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the contract period. Notwithstanding the continuous/periodic review/assessment of the contractor's performance by BYPL, at its discretion, the annual performance of the Contractor will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement. Accordingly. the initial order shall be awarded for one (1) year which shall be extended further based on the performance.

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

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

BYPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BYPL may, at its discretion, renew even within One Month of expiry of agreement. BYPL reserves the right not to renew and extend the agreement beyond agreement duration. However, in exceptional cases when the Contract period shall be extended beyond 2 years then same shall be discussed and agreed mutually

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

4. ORDER VALUE

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

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

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

5. RATES & ESCALATION

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

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

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

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

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

6.2 The CPBG shall be of 10% (Ten %) of the initial annual contract value inclusive of taxes & duties and shall be valid for three years from the date of award of LOI/Contract plus three (3) months towards the claim period.

6.3 CPBG value to be enhanced @ 10% if the initial annual contract value increases by more than 5%.

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

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

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

6.6 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Contractor shall be required to extend the CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of contractor.

6.7 In the event, in Company's sole judgement, the Contractor has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) Work completion certificate issued by BYPL

6.8 If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BYPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.

6.9 Not later than sixty (60) Business Days before the expiry of the CPBG, the Contractor shall, upon request of the Company/BYPL obtain extension of the validity of such CPBG for the period stated in such request by the Company/BYPL and provide a copy of such renewed CPBG.

6.10 It is Contractor's responsibility to incur charges / cost to maintain and for extension of CPBG without claiming reimbursement from the company/BYPL.

7. PAYMENT TERMS

7.1 All the payment shall be released within 30 days against receipt of monthly running bill/invoice duly certified by Officer-in-charge BYPL.

7.2 All monitoring, measurement, billing & payment processes shall be on IT enabled platform to be provided by BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

7.3 The contractor shall submit original monthly bill (hard copy) along with all supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favour of BSES Yamuna Power Ltd, Shakti Kiran Building, Karkardooma, Delhi. Further Contractor shall also upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT-enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

7.4 Company shall make payments, without any interest/charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills, duly verified and certified by Engineer-in-Charge.

7.5 The billing period shall be till the end of the calendar month for all the bills.

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

7.7 The Contractor shall submit to the Company proof of all taxes paid, PF / ESI deposited & Employee salary paid in previous month along with the bills of the current month.

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

7.9 Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.

7.10 The company may modify the procedure for the submission of bills. The Contractor shall be obliged to submit its bill as per the procedure stipulated by the company from time to time.

8. INSURANCE

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

8.1 **Insurance Policies:**

a) Group Personal Accident (GPA) Insurance:

Before commencing the execution of the work the Contractor shall take Accidental insurance policy for the staff engaged/deployed by him for the work under agreement, to insure against any loss of life which may occur during the agreement for the work of the Company. The policy shall have coverage of Rs. 15 Lakh (Table C- Death + Permanent Total Disability + Partial permanent Disability due to external accidents). Permanent total disability coverage shall be 125% of the basic sum assured of Rs 15 Lakh.

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

b) Medical Insurance Policy:

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

8.2 For all the insurance policies (whether taken by the Company or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the company and will arrange replacements / rectification expeditiously without a waiting settlement of insurance claim, at contractor's own cost and this shall not entitle the Contractor for any extension of time.

9. PENALTY

9.1 Penalty related to operation non-performance shall be levied as mentioned in Section-V, Scope of Work.

9.2 Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC.

9.3 Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC.

9.4 Total annul aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.

10. DERC GUIDELINES & REGULATIONS

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

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SECTION – IV :
GENERAL CONDITIONS OF CONTRACT (GCC)

BYPL

BSES Yamuna Power Limited

SECTION – IV
GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1. DEFINITION & INTERPRETATION

1.1 Definition

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

1.1.1 "Accounting Year" means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.

1.1.2 "Applicable Laws" means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statues, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.

1.1.3 "Change in Law" means the occurrence of any of the following after the execution of agreement:

(i) The enactment of any new Indian Law;
(ii) The repeal, modification or re-enactment of any existing Indian Law;
(iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
(iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
(v) It also includes changes in the tax rates upward or downward.

1.1.4 "Change in Service" means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.

1.1.5 "Communication" means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may

be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.

1.1.6 **"**Company/Owner/Purchaser/First Party " the terms used in this agreement shall refer to BSES YAMUNA Power Limited (BYPL) having its office at Shakti Kiran Building, Karkardooma, Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.

1.1.7 **"**Contractor**/**Agency/Vendor**"** means the successful bidder to whom this Agreement is awarded. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated company/subsidiary/joint venture/firm/representative of the Contractor. It is also termed as 'Contractor' or 'Agency'.

1.1.8 Contract" /" Agreement/"Work Order" means the agreement between the Company and the Contractor for the performance of the Services, including the Contract / Agreement/ Work Order duly signed and executed between the Parties, the letter of acceptance, the Conditions of Contract, the schedules, Annexures, the Company/BYPL's requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement/Work Order and includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties. This includes Work Order / Letter of Intent(LOI) issued to the Contractor by the Company/BYPL.

1.1.9 "Agreement Period" shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.

1.1.10 "Agreement Value/Consideration" means the price of the defined Services including taxes payable to the Contractor for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Contractor as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as 'Service Fee(s)' or 'Agreement fees'/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.

1.1.11 "Force Majeure" shall have the meaning as ascribed in this agreement and annexures thereto.

1.1.12 "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Contractor engaged, being internationally accepted and customized in day to day performance in industry including for the supply of Manpower.

1.1.13 "HSE Conditions" shall mean the BYPL's health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.

1.1.14 "KPI" shall mean Key Performance Indicator as set out in the Contract/Agreement, its schedules/annexures etc. The performance of the Manpower employed by the Contractor for execution of Services shall be measured through KPI. The payment to Contractor shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis

1.1.15 "Manpower" means a person/s, labour (including Contractor's staff / personnel) known, introduced, security personnel employed and deployed by the Contractor in Contractor's provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope Of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.

1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Contractor's obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.

1.1.17 "Service(s)" / "Works" shall mean Company/BYPL's requirements describing in detail including the nature of the Services and activities to be performed by the Contractor and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Contractor in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.

1.1.18 "Site" means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BYPL where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BYPL.

1.1.19 "Sub-Contractor" means a Sub-Contractor whom a part of the Contract is Sub Contracted by the Contractor with the prior written approval of the Company/BYPL, and the permitted legal successors in title to such person, but not any assignee of such person.

1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Contractor to Sub-Contractor.

1.1.21 "Tax Invoice" /" Running Bill" (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 Interpretation

In the Contract except where the context requires otherwise:

1.2.1 Words indicating one gender include all genders

1.2.2 "Written" or "in writing" means hand-written, written, or electronically made and resulting in a permanent record

1.2.3 Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force

1.2.4 The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities

1.2.5 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.

1.2.6 The terms defined in schedule and the BYPL's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;

1.2.7 The words "include" and "including" shall be construed without limitation.

1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.

1.2.9 The word "consent" wherever used, shall mean prior written consent;

1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;

1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right.

1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and

1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

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

i) Contract Agreement/Work Order.
   (a) Special Conditions of Contract
   (b) General Conditions of Contract

(ii) The Letter of Acceptance/ Intent
(iii) Agreed Minutes of the Tender Negotiation Meetings
(iv) Agreed Minutes of the Tender Technical Meetings
(v) The Priced Bill of Quantities
(vi) The Technical Specifications / Scope of work
(vii)The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.

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

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

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

6. TAXES & DUTIES

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

(vi) For releasing of the payment kept on hold on account of non-compliance of GST Act, supplier/Contractor shall submit payment proof i.e GST Portal screenshot reflecting name of Recipient/Purchaser alongwith GSTR-1 and GSTR-3B for month/quarter (as applicable) in which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the contractors for the period in default are submitted to the Company.

(vii) Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Company (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the supplier/Contractor.

(viii) In case where delivery of goods is being made on FOR site basis, the Supplier/Contractor is responsible to comply with rules applicable for E-way bill. Any violation in provision of E-way Bill will attract penalty and seizure of Transit Material. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Contractor. Also, Supplier/Contractor is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

7. PAYMENT

7.1. Subject to the Contractor fulfilling its obligations under the Contract, the Company shall pay to the Contractor the Contract Value as per the terms of the Contract. The Company shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due,whether related to this contract or other contracts awarded to contractor. However, any and all amounts which the Contractor is liable to pay to the Company, the contractor shall make payment as per the agreed schedule to avoid any set off / deductions.

7.2. Subject to the provisions of the Contract, the Contractor shall submit to the Company, monthly on-account Running Bills on or before the 10th of every month in respect of the Services executed by the Contractor in the preceding month. If the Contractor fails to submit any Tax Invoice (Running Bill) by the 10th of any month, then the Company shall have the right to consider such Tax Invoice (Running Bill) only in the immediately succeeding month. The Running Bills shall only be for such Services, as, in the opinion of the Company, the Contractor has executed in accordance with the Contract, based on the certification of Services by the Company in accordance with the Contract. Within 30 days from the receipt of correct Running Bill along with relevant documents, payment shall be released to Contractor's designated bank account through RTGS /online payment as per payment terms under the Contract.

7.3. The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company.

7.4. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence.

7.5. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled

platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

7.6. The Contractor shall ensure that their billing documents support cost / expenses booking at Divisional level / Sub Divisional level as required by the Company.

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

8.1. Tax Invoice shall be submitted to the Company for certification. Contractor must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Company.

8.2. Tax Invoice shall be certified by Company after verifying relevant original Documents submitted by Contractor. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Contractor, the reason(s) should be informed to Company in writing in stipulated period as instructed by Company. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Company.

8.3. Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Company reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the contractor with the Company. Contractor shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Company only.

9. TIME ESSENCE OF CONTRACT

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

10. LIQUIDATED DAMAGE

10.1. Contractor shall ensure that the work under the agreement is carried out in accordance with the terms and conditions of the agreement. The decision of the authorized personnel / Engineer – in- charge as regards performance of the contract will be final and binding.If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BYPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum:

a) Equivalent to charges for completion /rectification of work plus 30% overhead charges,which will be recovered from the Contractor's invoice/outstanding payment/CPBG;

b) Equivalent to 0.5 % of the order value for each week or part thereof on delayed part or unexecuted part thereof until the actual date when the job is completed up to a maximum deduction of 5% of order value. Once the maximum deduction is reached the Company may consider termination of Agreement, at its sole discretion, without any liabilities to the Company.

c) Equivalent to the penalties defined in various clauses of tender/contract.

10.2. The parties agree that the above amounts, including the amounts set out in the provisions relating to the penalty, are a reasonable estimate of the additional expenses required to be incurred by the Company due to the breach by the Contractor of the terms and conditions of this agreement. The Company shall be entitled to set off the entire amounts due from the Contractor against the amount payable by Company to the Contractor and CPBG.

11. PERIOD OF MOBILISATION

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

12. ACCESS FOR COMPANY'S REPRESENTATIVE

The Contractor shall allow the Company's Representative or its assistant or any other person authorized by the Company's Representative, access to the Site at all times, and to any place where work in connection with the Contract is being carried out or is intended to be carried out during usual working hours and beyond usual working hours, upon prior intimation.

13. INSPECTION & QUALITY CONTROL

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

14. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

14.1. The contractor shall ensure that all the premises/equipment/services are in good working condition and are with full configuration while handing over back to the Company/new Contractor at the end of the contract.

14.2. The demobilization/ handover period will be a period of upto 30 days starting from the date of expiry of the contract. The Contractor shall have to complete the demobilization process including closing all pending calls, and handing over all site-related information to the new Contractor/BYPL during this period.

14.3. Within 30 days of the expiry of the contract, the Contractor's representative and BYPL's representatives or the new Contractor may carry out a Joint survey/physical inspection to identify the status of the premises/equipment/services at their locations. If any of the premises/ equipment/ services are found non-working/ irreparable / unsatisfactory, it is the responsibility of the contractor to make the same good as part of the existing contract.

14.4. No payments shall be admissible for the demobilization period/activities.

14.5. Payments for the last month shall be cleared only after all the pending works have been closed successfully as indicated above.

15. REPORTS AND INFORMATION

The Contractor shall be obliged to submit or furnish to Company, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified/required by company. The information shall be provided in a format to be specified by the company to the Contractor. However, company, reserves the right to revise this format which would be communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.

16. STATUTORY OBLIGATIONS

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

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

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

Contractor shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labour (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Contractor shall also be solely responsible for the payment of all benefits such as

Provident Fund, Bonus, Retrenchment Compensation, leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall be entitled to deduct from any money due to or become due to Contractor, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Contractor shall abide by the decision of the Company as regards the sum payable by Contractor under the provisions of this clause

The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labour or other legislations for providing the services under this Agreement.

Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company for reference and records and these insurance policies shall be kept valid at all times.

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

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

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

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

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

17.2.1. Misconduct shall refer to the following:

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

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

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

17.4. **PENALTY FOR MISCONDUCT**

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

(b) In case of multiple incidences of Misconduct:
1) 4 complaints per annum OR
2) more than 1 complaint in a quarter
An additional penalty of Rs 20,000/- shall be levied and possible termination of the contract.

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

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

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

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

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

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

18. PERMITS, LICENSES & APPROVALS

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

18.2. The cost of obtaining the above mentioned permits, approvals and licenses and follow-up of the applications for such permits, approvals and license shall be borne by the Contractor.

18.3. It shall also be the Contractor's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Company. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Company. Company shall provide reasonable assistance to the Contractor in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Contractor from any of its obligations under the Contract.

19. REPRESENTATION, WARRANTIES AND GUARANTEES

The Contractor hereby represents warrants and guarantees that:

19.1. It is a legally recognized entity under the laws of India;

19.2. The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

19.3. It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Company the services as contemplated in this Agreement;

19.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;

19.5. It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;

19.6. The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Company, and in any event, in accordance to this Work Order/agreement;

19.7. It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;

19.8. It shall duly pay the duties, taxes and levies as are set out in this agreement or otherwise, which are to be paid by the Contractor;

19.9. There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Contractor, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement.

20. EVENTS OF DEFAULTS

Company may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of this Contract by giving written notice to the Contractor, if in the opinion of Company, contractor has neglected to proceed with the

Contracts with due diligence or commits a breach of any of the provisions of this Contract including but not limited to any of the following cases:

20.1. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.

20.2. Failing to complete Contracts in accordance with the approved schedule of Contract.

20.3. Failing to comply with any reasonable instructions or orders issued by Company in connection with the Contract.

20.4. Failing to comply with any of the terms or conditions of this Contract.

20.5. In the event Company terminates this Contract, in whole or in part, on the occurrence of any event of default, Company reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Company may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract , the contractor shall be liable to Company for any additional costs that may be suffered/borne by Company for the execution of the Contract.

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

21. RISK & COST

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

22. LIMITATION OF LIABILITY

22.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.

22.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of wilful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.

23. TERMINATION

23.1. TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss

of time from the Contractor. After termination of the agreement, the Contractor shall immediately stop all activities related to the work terminated.This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

23.2. PREMATURE TERMINATION

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

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

23.3. TERMINATION BY COMPANY FOR CONVENIENCE

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

24. GOVERNING LAW AND ARBITRATION

24.1. Governing Law: This Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

24.2. Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will take such dispute to an arbitral panel comprising Sole Arbitrator jointly appointed by the parties to agreement.

24.3. In the event parties fail to appoint the sole arbitrator within 30 days from the date of request made by party, the Sole Arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act 1996 as amended upto date. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all

parties. The arbitration proceedings shall be conducted in English. The venue and seat of Arbitration shall be in Delhi Only. The cost of arbitration shall be shared equally between the parties unless otherwise directed by the Arbitrator.

25. FORCE MAJEURE

25.1. General

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

(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

(ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this agreement, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

(iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Agreement; and

(iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause

25.2. Specific Events of Force Majeure

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

(i) The following events and circumstances:
   a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and
   b) Explosions or fires or flood

(ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

(iii) Declaration of the Site as war zone.

(iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

25.3. Notice of Events of Force Majeure

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

(i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

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

25.4. Mitigation of Events of Force Majeure

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

25.5. Burden of Proof

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

25.6. Termination for Certain Events Of Force Majeure

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

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

The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.

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

The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor either from the present and future amount payable to him or as per law.

26. NOTICE & COMMUNICATION

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

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

27. 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 under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.

28. WORKMEN COMPENSATION

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

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

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

29. THIRD PARTY INSURANCE

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

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

30. HUMAN RESOURCE ISSUES

(A) The Contractor would execute the works under agreement through its own resources.

(B) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

(C) The Contractor to deploy its manpower immediately for carrying out the work as specified in the tender document.

(D) The Contractor shall ensure that there are no disputes regarding service, payment etc. of the persons engaged by it, anytime during the tenure/validity of the contract. At no point of time during the tenure/validity of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.

(E) The Contractor shall be directly responsible for any / all disputes arising between Contractor and its persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve all disputes of its manpower. All the legal dues of the manpower of Contractor is to be paid on or before due date as per applicable laws or within 8 days from date of the termination of manpower.

(F) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at its own cost and the Contractor shall ensure that its employees regularly use such safety gears.

(G) The Contractor shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Contractor shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Contractor as per the terms & conditions of the Agreement. The Contractor will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Contractor is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Contractor will take suitable action against such of their employees and submit the ATR with company.

(H) The Contractor shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:

(a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of NCT of Delhi or whichever applicable.

(b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.

(c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I.,GST etc.

(I) Contractor shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Company's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labour (Regulations & abolition) Act 1970, Delhi Shops & Establishment Act or any modification thereof, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Contractor shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Company the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.

(J) Contractor shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for it's employees. Further the Contractor shall have proper grievance redressal process for addressing HR issues raised by it's employees.

31. DEPLOYMENT OF RESOURCES

31.1. The contractor shall deploy adequate resources for the smooth execution of work assigned to them. The contractor shall provide complete details including name, address, and Aadhar Card number of resource deployed.

31.2. The contractor shall deploy qualified & experienced resources. 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.

31.3. The resource deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct. Since this scope of work and the assistance contemplated under the present contract or in the nature of statutory assistance towards preventing the theft of electricity under the provisions of the electricity act 2003 the integrity levels of the Contractor and /or the agency which is awarded the contract is expected to be of the highest standards.

31.4. In case the contractor or the resource deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the Contractor refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the contractor.

32. REPLACEMENT OF RESOURCE(S)

32.1. Should the Company consider at its sole judgment that the persons deployed by the Contractor are not suitable for the job for whatsoever reason, the Company will have the option either (i) to seek prompt replacement deputing the other person at the cost of Contractor or (ii) to terminate this work order/agreement in part or as a whole.

32.2. If the Company finds any employee of the Contractor guilty of any misconduct, incompetence or negligence, the Contractor shall, if so intimated by the Company, withdraw such employee from the work of company and replace him with a qualified and competent manpower. Contractor shall keep the Company informed of all manpower replacements and all such data shall be submitted with the person nominated by Company along with personal & qualification details of such persons deputed as replacement.

32.3. If any employee of the Contractor found indulged in unfair practices or causing direct or indirect damage to Company's Image/Property/Revenue, immediate action shall be taken by the Contractor and the Contractor shall suitably compensate the company for all loss incurred by the Company. Contractor shall have retrenchment / removal policy in place to handle such matters.

33. CONTRACTOR'S OBLIGATIONS

A) General Obligations

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

33.2 The Contractor shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Contractor shall satisfy itself regarding the BYPL's requirements. The Contractor shall give notice to BYPL, within forty-eight (48) hours of the receipt of BYPL's requirements, of any error, fault or other defect in the BYPL's requirements or such items of reference.

33.3 The Contractor takes full responsibility for the adequacy and stability of Services to be performed at the Site.

33.4 The Contractor shall at all times endeavour to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s) at no additional cost to the company/BYPL.

33.5 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the BYPL's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.

33.6 The Contractor acknowledges the responsibility of the following during the performance of the Services:

(a) The proper transportation of Manpower upto the Site and back.
(b) Availability of skilled Manpower in time.
(c) Compliance with the HSE Conditions and adherence to Contractual terms;

33.7 The Contractor shall, whenever required by the BYPL, submit details of the arrangement and methods which the Contractor proposes to adopt for the performance of the Services. No alteration to these arrangements or methods shall be made without the approval of BYPL.

33.8 Train its Manpower in the manner as reflected in their training manual, requirements of BYPL and as per the best industry practice before the deployment at the Site. Contractor shall maintain training records. Contractor ensures to replace Manpower of same specification in order to reliever / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Contractor without reimbursement from Company/BYPL.

33.9 Contractor agrees to provide all preliminary information or data as may be required by the Company/BYPL within fifteen days of issuance of the signed LOI/Work order or as per mutually agreed timelines.

33.10 In case the Contractor comes across with any ambiguity and/ or discrepancy in the BYPL's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to BYPL, for seeking appropriate instructions to resolve such ambiguities and discrepancies.

33.11 Contractor to maintain sufficient cash flow as working capital to meet daily expenses for the Manpower.

33.12 Notwithstanding anything contrary in the Contract, Contractor must make judicious and economical use of resources of the company/BYPL at the Site, including, but not limited to resources such as space, water and electricity. In the opinion BYPL discover the misuse of resources by the Manpower, after serving notice to the Contractor if Contractor fails to adhere to this Article, BYPL reserves right to recover a suitable amount as per BYPL discretion. BYPL decision in this regard shall be final & binding.

33.13 The Contractor shall not use the name of the company/BYPL in any manner for credit arrangement or otherwise and it is agreed that the company/BYPL shall not in any way be responsible for any debts, liabilities or obligations of the Contractor or its Manpower.

33.14 In case, if the company/BYPL is of the opinion, after due consultation with the Contractor, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Contractor shall arrange for the same timely at the same price specified in the Contract.

33.15 Contractor to ensure that the Manpower deployed should have bank account which their payment must be directly credited to their bank account by the Contractor. The Contractor shall submit the copy of its instructions to the bank to transfer the salary / wages to the account of its Manpower deputed under the contract to the company/BYPL on or before 7th day of every month for the previous month's salary transfer of individual Manpower to their bank.

33.16 Contractor to maintain list of Manpower in shifts and attendance muster at the Site entrance for Manpower deployed under the Contract.

33.17 Staff working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.

33.18 Contractor must ensure that child labour are not to be deployed at the Site.

33.19 A detailed Site specific deployment chart shall be submitted by the Contractor to Company within 5 working days before commencement of Services.

33.20 Contractor shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.

33.21 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.

33.22 In case death, injury to any Manpower of the Contractor, Contractor is sole responsible under Workmen Compensation Act and any other Applicable Law. Contractor must not violate any statutory provisions / Applicable Law and shall keep BYPL indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Contractor to compliant with all Applicable Laws. Any breach in statue / Applicable Law , BYPL reserves right to recover reasonable compensation at the discretionary of BYPL.

B) Compliance with Applicable Laws by Contractor

33.23 The Contractor shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Contractor shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Contractor must have experienced manpower with knowledge to handle all statutory compliance related matters

33.24 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Company/BYPL or seek any extension of time due to its ignorance of any Applicable Law.

34. INDEMNITY

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

The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any negligence or inaction, damage to the property of company caused by the Contractor or its employees.

35. SECRECY & CONFIDENTIALITY

35.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the

execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

35.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Contractor during the executions of this order, if any, immediately after they have been used for agreed purpose.

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

35.4 The Contractor shall not use the name/logo/emblem of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

35.5 The Contractor hereby covenant that the Contractor shall be responsible for theft, if any committed, by his staff and the Contractor shall indemnify Company from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non- performance or observance or non- observance by the Contractor of any of the terms and conditions of this agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Contractor but shall be final and binding on the Contractor.

35.6 Contractor shall submit signed NDA as per the format 4.3 attached.

36. NON-EXCLUSIVITY

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

37. 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.

38. ASSIGNMENT& SUBLETTING

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

39. ASSIGNMENT BY THE COMPANY

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

40. WAIVER OF RIGHTS

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

41. 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.

42. VENDOR CODE OF CONDUCT

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

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

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

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

43. DISCLOSURE OF RELATIONSHIP

The Contractor acknowledges& undertakes that the Contractor or any partner of the Contractor or director of the Contractor is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the

Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Contractor. The Contractor agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

44. MSME

44.1. If the Contractor is covered under the definition of supplier/Contractor under the purview of Micro, Small & Medium Enterprises Development Act, 2006, it shall declare so at the time of its registration as vendor with the Company failing which it will be presumed that it is a non-MSME unit.

44.2. Contractor shall provide to Company the proof of classification of its enterprise and filing memorandum with the authorities concerned under the Micro, Small & Medium Enterprises Development Act, 2006 (herein referred to as "the MSMED Act") within one week of receipt of the Contract

44.3. The Contractor further declares and undertakes to intimate Company of any change in its status or constitution under this section from time to time under this Contract. The Contractor must provide MSME registration number along with PAN card and GST registration number on Tax Invoice failing which the Contractor shall not claim any benefit under the MSMED Act.

44.4. The Contractor to furnish the undertaking to the Company in this regard.

45. COVID GUIDELINES

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

46. ENVIRONMENTAL, HEALTH &SAFETY

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

(i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work

(ii) Comply with the procedures provided in the interests of Environment, Health and Safety

(iii) Ensure that all of their employees designated to work are properly trained and competent

(iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or supplier/Contractor s' instructions

(iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work

(v) Provide details of any hazardous substances to be brought onsite

(vi) Ensure that a responsible person accompanies any of their visitors to site

All personnel deputed by Contractor under agreement shall be accountable for the following:

(a) Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
(b) Keep tools in good condition
(c) Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
(d) Develop a concern for safety for themselves and for others
(e) Prohibit horseplay
(f) Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

47. ACCEPTANCE

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

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

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BYPL

SECTION- V SCOPE OF WORK

BYPL

1. Call Centre Operations Scope

A. Manpower Requirements

- Agents must be skilled and of good quality.
- Language proficiency: Hindi, English, or both.
- Seating arrangement (headcount):
  - Based on 8-hour shifts with one weekly off.
  - Headcount changes to be communicated by BYPL with 30 days' notice, and the service provider must comply.

B. Inbound Call Handling

Agents must courteously receive and address customer complaints and queries**, including:**

- Electricity Supply Issues: No supply, fire/shock.
- Infrastructure Issues: Street light complaints.
- Commercial Issues: Billing, metering, theft, harassment.
- Chat Bot Complaints
- Policy Queries: BYPL's commercial policy.
- KEY Consumers: High-priority customer queries.
- Complaint Acknowledgment: Must issue complaint numbers to consumers.
- Video Call Assistances: Virtual Customer Care Centre

C. Information Dissemination

- Maintain up-to-date general information about:
  - Breakdowns/ Shutdowns
  - Billing
  - Commercial policies
- Provide this information to consumers on request.

D. Outbound Call Handling

Agents must perform outbound calls for:

- Surveys
- Collection follow-ups
- Payment reminders (demand note)
- Complaint status follow-ups
- Any BYPL-initiated activities
- Social media complaints end to end closure .

BYPL

E. Coordination for Complaint Status Updates

Call center must gather real-time feedback/status from the following BYPL units:

1. O&M and Commercial Offices (Divisional level)
2. Circle Coordinators (Circle offices)
3. SCADA Centre – BSES Shankar Road
4. MMG Department – Divisional and Circle levels
5. Seva Kendra Cell – New connections
6. Key Consumer Cell

F. Complaint Filtering

- Attempt to segregate calls:
  - Genuine consumers vs. unauthorized consumers
- Politely inform unauthorized callers that their complaints cannot be registered.

2. Enterprise Resource Design – Solution Requirements

The contact center solution provided should act as an enterprise-level resource for managing services through:

- ✅ Inbound calls
- ✅ Outbound calls
- ✅ Back-office operations
  - Email handling
  - Support for O&M operations
  - Handling Social media complaints

2.1 Agent Qualification & Certification

- **General Agents**:
  - Minimum: 12th Pass
  - Experience: 6 months in voice process
  - Language: Proficiency in Hindi or English (preferably both)
- **Specialised Agents**:
  - Minimum: Graduate
  - Experience: 2 years in call center
  - Language: Proficient in written Hindi & English
  - Additional: High analytical & soft skills
  - **Certification by BYPL** in addition to standard screening
- **Pre-screening & Certification** mandatory by BYPL before deployment
- All agents to be **multi-skilled** before production

2.2 Work Hours

- **Total Login Hours**: 9 hours
- **Net Productive Login**: 8 hours
- **Breaks**: 1 hour

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2.3 Skills Required

- Technical (Ops & Maintenance)
- New Connection Related
- Billing & Commercial
- Multi-skilling is mandatory

2.4 Operations & Escalation

- Tiered/Escalation-based operations
- **L2 Tenured agents** to handle escalations

2.5 Ramp Up/Down

- **Technical Skill Ramp-up or Ramp-down**: 15 days' notice
- **Multi-skilled Agent Ramp-up**: 30 days' notice

2.6 Login & Shrinkage

- **100% Login** required as per BYPL plan
- **Shrinkage** to be maintain as per the shift plan.

2.7 Technology & Connectivity

- Call Center Technology & **MPLS** connectivity provided by BYPL
- Desktops in **dedicated VLAN**, protected by bidder's **firewall**
- **Login via BYPL ADS server** for role-based access

2.8 Call Handling Metrics

- **AHT (Avg Handling Time)**:
  - Commercial: 3 min
  - Sewa Kendra: 4 min
  - Technical: 2 min
  - **Blended Max AHT**: 3 min
- **Hold Time/Agent**: < 15 sec
- **Customer Waiting Time**:
  - Off-Peak: < 30 sec
  - Peak: < 120 sec
- **Abandon Rate**: < 3%
- **After Call Work (ACW)**: < 10 sec (outbound)
- **Service Level**: 90% calls answered within 30 sec
- **Customer Satisfaction (IVRS)**: > 90%
- **Call Quality Audit Score**: ≥ 90%
  - 20 audits per agent/month
- **Inbound Call Volume:**
  - Peak volume – 6,000 daily average (ball park),
  - Off-Peak volume – 3,000 daily average (ball park)
- **Outbound Call Volume:**
  - 2,100 per day (ball park)
- **Tentitive Manpower count FY26-27:**
  - Pre-shift: 1000 executives + 15% shrinkage
  - Inbound manpower count – 986
  - Outbound/VCCC/Mail/Others manpower count – 14

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Please note that the manpower count for FY26–27 and FY27–28 will remain dynamic. It may increase or decrease depending on the call pattern, and the bidder will be informed at least 30 days in advance of any change.

2.9 Training

- Behavioral & domain training by partner
- **Trainers**:
  - 1 dedicated trainer always
  - During ramp-up: 1 dedicated + 1 shared
- **Dedicated Training Room**: Having minimum 25 desktops installed for agents training

2.10 Support Team Dimensioning

- **Team Lead (TL)**:
  - 1 per 10–25 agents/shift
  - 2 for 26–50; 3 for 51–75
- **AM**: 1 per process
- **QA**:
  - 1 for 1–40 agents
  - 2 for 41–80 agents
  - 3 for 81–120 agents
- **Trainer**: As per ramp-up needs

2. 11 Email Desk Metrics

- **Productivity/Agent/Day**: 100 emails (peak) / 50 (off-peak)
- **AHT**: 10 min
- **Daily Carry Forward**: Max 3%
- **SLA**: 90% emails replied within 24 hrs
- **Quality Score**: ≥ 80%

2.12 Attendance & Monitoring

- **Biometric Attendance**: Mandatory
  - Daily and weekly report to BYPL
  - Monthly attrition/turnover report on 1st of each month
- **24x7 Camera Access** to floor to be given to BYPL

2.13 Reviews & Reporting

- **Business Reviews**: Weekly & Monthly
- **MIS Reports** to be shared (e.g., APR, ISAT, Not Ready, Schedule adherence)

3. Chatbot Process – Scope & Requirements

A. Team Deployment

- Initial Manpower:
  - Start with 5 dedicated Chatbot Call Centre Executives.
  - Scalability: Headcount may be revised based on volume or operational need.

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B. Skill & Communication Requirements

- Strong proficiency in written English is mandatory.
- Excellent communication skills, both in tone and grammar.
- Must exhibit proper writing etiquette while chatting with customers.
- Zero tolerance for grammatical errors in customer interactions.

C. Process Knowledge

- Executives must have thorough understanding of BYPL's processes to respond accurately and efficiently.
- Must be capable of independently resolving queries via chat or escalating as required.

D. Callback Handling Protocol

- If:
  - Chat traffic is high, or
  - Executives are unable to connect/respond effectively via WebChat,
- Then:
  - A callback request is to be generated by the executive/system.
  - The customer must be called back within 1 hour of the callback request being raised.

E. Operating Hours Window 24*7*365

  - This is a 24×7 operation.
  - Round-the-clock staffing and support must be ensured by the service provider.

Penalty clauses:

- Daily Call center uptime (Functional) shall be at 99.9%. Failing to achieve 99.9% up time due to issue with Center infrastructure penalty of Rs 20,000 per hour will be applicable.
- Shift adherence- 100% daily shift wise login to be maintained. For each headcount short per shift, penalty of 2 X daily seat cost to be applied.
- Agent Quality: Failing to achieve MTD agreed Agent quality score will attract penalty of Rs.100,000 per month.
- Service Level: Failing to achieve MTD agreed service level, will attract a penalty of Rs. 2,00,000/- on a monthly basis.
- Penalty on Call avoidance (Blank call and Call disconnection) is 10,000/ per day.
- For any escalation of Rude behavior (Abusive language), if proven will attract a penalty of Rs.50,000/- per incident. The call center employee has to be terminated from the BYPL process.
- Agent quality: Failing to achieve MTD agreed Agent quality score will attract penalty of Rs.2,00,000/- on a monthly basis.
- In case of any unethical conduct a penalty of Rs 2lacs will be imposed.

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4. IT Infrastructure & Compliance Requirements – BYPL Process

4.1 Power & Backup

1. **100% Power Availability**:
    - Service provider must ensure **uninterrupted power supply**.
    - Must provide **MIS reports** regularly, covering:
        - UPS availability
        - DG Set availability
        - Maintenance windows

4.2 Network Configuration & Security

- **Dedicated VLAN**:
    - All **BYPL agents' desktops** must operate on a **dedicated VLAN**.
    - **No sharing** of VLAN with other processes/desktops.
- **Firewall Protection**:
    - The **dedicated VLAN must be protected** using the **bidder's own firewall hardware**.
- **Role-Based Access**:
    - Agents must **log in to BYPL ADS (Active Directory Services)** for role-based access control.

4.3 Patch Management & Audits

- **Operating System Patch Management**:
    - Bidders must ensure **regular OS patching** at their respective locations.
- **Security Audits**:
    - Must perform **regular audits**.
    - **Audit reports** should be from:
        - **External security vendors**
        - **VA-PT (Vulnerability Assessment and Penetration Testing)** reports
    - Reports should be **shared with BYPL as required**.
- **Hardware Security**:
    - All **network devices or hardware** related to BYPL must be:
        - Secured at the bidder's location.
        - **Maintained exclusively** by the bidder.

4.4 Infrastructure Compatibility – Cisco Finesse

a. Antivirus Software (with patch management)

Supported antivirus solutions include:

- **McAfee VirusScan Enterprise 8.8i**
- **Symantec Endpoint Protection 12.1 and above**
- **Trend Micro OfficeScan 10.6**
- **Trend Micro Deep Security Version 9.0**

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b. Java Runtime Environment

- Required Version: **JRE 7 Update 51**

c. Router & Firewall (With NGFW Support)

- **Router**: Cisco ISR4331/K9 or equivalent
- **Firewall**: Cisco ASA5506 SEC-BUN-K9 or equivalent
  (must have current patch updates)

d. Cisco Jabber (Softphone DNS Requirement)

- Requires **DNS servers** for proper functioning during start-up.

4.5 Agent & Supervisor Desktop Specifications

a. Hardware Configuration

Component	Specification
CPU	Intel Core i3-10100 Gen 10 (Quad-core) or higher
RAM	8 GB minimum
HDD	100 GB minimum
NIC	10/100 Mbps
Partitioning	Primary label - C; Format – NTFS
Screen Resolution	1920 × 1080

b. Operating System

- Windows 10 (Professional, Enterprise, or Ultimate) – **64-bit only**

c. Office Suite

- Any version of **MS Office** supported.

d. Supported Browsers

Browser	Notes
Internet Explorer 11	Fully supported
Google Chrome	Version 48 and above
Firefox	Version 45 ESR and above ESR versions supported

🔒 Note on Security & Compliance

All configurations, software, and hardware must comply with **BYPL's IT security policies** and should be **subject to regular audit checks**.

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EXCLUSIONS:

Following are excluded from the scope of work of bidders. These are already installed at Data center Nehru Place and DR site Scada.

- MPLS connectivity (Data and voice link)
- Telecom connectivity(PRIs)

Bidders has to only provide router as mentioned in scope of work for MPLS.

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SECTION- VI (PRICE BID)

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BSES Yamuna Power Limited

SECTION- VI (PRICE BID)

Sr. No.	Item Description	UNIT	Rate Per Month (*) (Rs)	GST %	Total Unit Rate per Month (i/c GST)
01	Call Center Services in the state of Delhi	Per CSR			
02	Call Center Services in the state of Haryana (Gurgaon / Faridabad)	Per CSR			
03	Call Center Services in the state of Uttar Pradesh (Noida / Gr. Noida)	Per CSR			

Note: (*)

1) Charges for MPLS connectivity / Telecom connectivity will be extra at actual.

2) The approximate Annual CSR shall be 1000 Nos. Actual quantity may vary during the award of the contract.

3) The rate shall be valid for 36 months from LOI/contract date. The rate shall be FIRM, no changes shall be applicable during the contract period under any circumstances.

4) No rate escalation will be applicable due to changes in min wages.

5) The bidder has to provide a detailed costing break-up for the unit rate quoted, indicating manpower costing, infrastructure expenses, operating and running expenses, training & development expenses, Administrative Expenses, Contingency Expenses, Margin etc.

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ANNEXURE –I : BID FORM

To,

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

Dear Sir,

1 We understand that BYPL is desirous of awarding the contract for…….. (Name of the Work) work in its licensed distribution network area in Delhi.

2 Having examined the Tender Documents for the above named works, we the undersigned, offer to deliver the goods/services in full conformity with the Terms and Conditions, technical specifications & Scope of Work as may be determined in accordance with the terms and conditions of the contract. Thequoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire goods/services as per delivery/ completion schedule mentioned in Section III from the date of award of order/letter of intent.

4 If our Bid is accepted, we will furnish a Contract Cum Performance Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.

5 We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6 We declare that we are aware of the provision of all Laws associated with the supply of equipments/materials or Services and the prices have been quoted accordingly.

7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

8 We understand that BYPL is not bound to accept the lowest, or any bid BYPL may receive.

9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

10 We do hereby agree and shall abide the terms of tender documents/agreement, in full

Dated this..... day of..... 2023

Signature..... In the capacity of ……

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

(IN BLOCK CAPITALS).....

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BSES Yamuna Power Limited

ANNEXURE – II : BIDDER'S DETAILS

S.No.	Item	Description
1	**Company Name**	
2	BYPL Vendor Code (If Registered)	
3	Area of Specialization	
4	Company Founded Year	
5	Type of Company	
6	Constitution(Company Registration number)	
7	Name of Director / Mobile Number	
8	Name of other main person / Mobile Number	
9	Vendor Address	
10	Vendor Contact no	
11	Vendor Email ID	
12	No. of Manpower on payroll (Executive/Skilled/Semi-Skilled/Un-skilled)	
13	No. of Contractual Manpower (Executive/Skilled/Semi-Skilled/Un-skilled)	
14	Other Office / Factory Address	
15	ISO certification	
16	PAN	
17	PF/ESI	
18	Shop Establishment Certificate (If Applicable)	
19	Electrical License Detail (If Applicable)	
20	GST	
21	GST Registration Date	
22	SSI	
23	MSME Registration Number (If Applicable)	
24	Turn Over FY 2021-22 (Rs. Cr.)	
25	Turn Over FY 2022-23 (Rs. Cr.)	
26	Turn Over FY 2023-24 (Rs. Cr.)	
27	Turn Over FY 2024-25 (Rs. Cr.)	

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28	Profit after Tax FY 2021-22 (Rs. Cr.)	
29	Profit after Tax FY 2022-23 (Rs. Cr.)	
30	Profit after Tax FY 2023-24 (Rs. Cr.)	
31	Profit after Tax FY 2024-24 (Rs. Cr.)	
32	Networth (Rs Cr.)	
33	Bank Guarantee Limit (in Cr.)	
34	Over Draft/Cash Credit Limit (in Cr.)	
35	Present Order Booking (Rs Cr.)	
36	Order executed with Reliance ADA (Rs Cr.)	
37	Name & Detail of relative working in BYPL	
38	Main Customer	
39	Details of orders executed / Under Execution	Please submit the details in Attachment - A

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ATTACHMENT – A

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

A) Major Orders Executed

SN	Name of Project	Client name & address	Client contact Detail (Person name, e-mail ID, Mobile & landline number)	Vendor's Scope of Work	Date Of Award	Value of Work (Rs in Lakhs)	Completion date as par Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration (Y/N) (If Yes, funish details)	Remarks
1.											
2.											
3.											
4.											
5.											

B) Orders Under Execution

SN	Name of Project	Client name & address	Client contact Detail (Person name, e-mail ID, Mobile & landline number)	Vendor's Scope of Work	Date Of Award	Value of Work (Rs in Lakhs)	Completion date as par Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration (Y/N) (If Yes, funish details)	Remarks
1.											
2.											
3.											
4.											
5.											

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

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

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

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

1. BYPL shall provide the user id and password to the authorized representative of the bidder. (Authorization letter in lieu of the same be submitted along with the signed and stamped acceptance form)

2. BYPL will make every effort to make the bid process transparent. However, the award decision by BYPL would be final and binding on the supplier/Contractor.

3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of BYPL, bid process, bid technology, bid documentation and bid details.

4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.

5. In case of bidding through internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs; power failure or any other reason shall not be the responsibility of BYPL.

6. In case of intranet medium, BYPL shall provide the infrastructure to bidders, further, BYPL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.

7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by BYPL.

8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.

9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at BYPL site.

10. The prices submitted by a bidder during the auction event shall be binding on the bidder. No further communication will be there.

11. No requests for time extension of the auction event shall be considered by BYPL.

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

For……

Signature:

Name:

Designation:

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FORMAT – 4.1
EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)
Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated[date of submission of bid] for the supply/services of [name and/or description of the goods/sevices] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address],having our registered office at[address of the registered office of the bank](herein after called the "Bank"),are bound unto BSES YAMUNA Power Ltd., with its Corporate Office at SHAKTI KIRAN BUILDING, KARKARDOOMA, Delhi 110032 ,(herein after called —the "Purchaser")in the sum of …… (Rupees …… only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of_____ 2025. The Conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

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

(a) Fails or refuses to execute the contract form, if required: or
(b) Fails or refuses to furnish the performance security, In accordance with the instructions to Bidders/Terms and Conditions.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including 180 days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

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BSES Yamuna Power Limited

FORMAT – 4.2

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [___] day of [_____] 2025

1. WHEREAS **M/s BSES Yamuna Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **Shakti Kiran Building, Karkardooma, Delhi 110032**, India hereinafter referred to as the "Company", (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).

2. AND WHEREAS the Company has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____dated _____ (hereinafter referred to as the "Contract") with M/s._____, (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.

3. AND WHEREAS as per clause ____of General Conditions of Contract, the Contractor is obliged to provide to the Company an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] pl. specify the name of Bank) having its head/registered office at [_____] through its branch in _____(pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

4. NOW THEREFORE, in consideration inter alia of the Company granting the Contractor the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]……(in words) without any demur, reservation, contest or protest and/or without reference to the Contractor and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Company to invoke this Guarantee and as to whether the Contractor has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Company of the amounts payable by the Bank to the Company shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Contractor or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.

6. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Contractor notwithstanding any other security or other guarantee that the Companymay have in relation to the Contractor's liabilities.

7. The Bank hereby waives the necessity for the Company first demanding the aforesaid amounts or any part thereof from the Contractor before making payment to the Company and further also waives any right the Bank may have of first requiring the Company to use its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.

8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Company to timely pay or perform any of its obligations under the Contract.

9. The Bank further unconditionally and unequivocally agrees with the Company that the Company shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:
   (i) Vary and/or modify any of the terms and conditions of the Contract;

   (ii) Forebear or enforce any of the rights exercisable by the Company against the Contractor under the terms and conditions of the Contract; or

   (iii) Extend and/or postpone the time for performance of the obligations of the Contractor under the Contract;

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

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Contractor, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Company to secure the performance of the obligations of the Contractor under the Contract.

12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Company and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.

15. Company may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.

16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.
Dated this ……. day of …….. …2025 at …….

(Signature)
.....

(Name)
.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

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

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

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

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

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

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BSES Yamuna Power Limited

FORMAT – 4.3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into at Delhi on the _____ day of _____, 2025

By And Between

M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at **Shaktikiran Building, Karkardooma, Delhi 110032** (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART

And

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

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

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

1. The "Receiving Party" acknowledges and confirms the confidential and sensitive nature of all information, documents and material relating to Persons and entities which may be accused of or related to the theft of electricity which is a penal offense under the provisions of the electricity act 2003As well as the various data and tools which may be available by way of documents as well as other modes of proof("Project") (i) that may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ consultants; (ii)Receiving Party may gain or gather from any source; (iii) Receiving Party may process or arrive at during the course of the Project; (iv) Receiving Party may have come across during its discussions with any person in the course of the Project; and (v) all negotiations and discussions between the Parties relating to the Project (all the information referred to above is hereinafter referred to as the "Confidential Information").

2. Confidential Information is understood to include but is not limited to information made available in written, machine recognizable, graphic or sample form including, without limitation, drawings, photographs, models, design or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party and includes information provided in various meetings.

   Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (b) is in the possession of the Receiving Party prior to receipt from

the Disclosing Party or its representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing Party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

3. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by the Disclosing Party. The Receiving Party, however, may disclose such part of the Confidential Information where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that Receiving Party has given prior written notice to the Disclosing Party forthwith it came to learn about such disclosure requirement or the demand for such for disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

4. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Project; (iii) avoid disclosure even to any of its employees that are not associated with the Project; (iv)avoid any dissemination or publication by any of its employees/ representatives associated with the Project; (v) avoid writing about sensitive information which is disclosed verbally and is sensitive to the operations; and (vi) safeguard the Confidential Information from being accessed by any unauthorized person. Such actions shall include but not be limited to obtaining appropriate non-disclosure undertakings from its employees directly or indirectly engaged in the Project.

5. The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees/ representatives; and (iii) breach or violation of any of the other covenants herein.

6. The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).

7. The term of this Agreement is 3 years from the date of execution of this Agreement. However, the obligation to maintain confidentiality of the Disclosing Party's information shall survive the termination of this Agreement. Any violation of this agreement may lead to termination of all the relations with the Receiving party and black listing/ debarring of the Agency for future engagements.

8. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be resolved subject to the jurisdiction of Delhi Courts.

BSES Yamuna Power Limited

For the Disclosing Party

_____
Authorized Signatory
Name:
Designation:

For the Receiving party

_____
Authorized Signatory
Name:
Designation:

BYPL

BSES Yamuna Power Limited

FORMAT – 4.4

NO DEVIATION DECLARATION

NO DEVIATION –A(Technical)

NIT NO & DATE:

DUE DATE OF TENDER:

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

S.NO.	SL.NO OF TECHNICAL SPECIFICATION/SCOPE OF WORK	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

NO DEVIATION –B(Commercial)

NIT NO & DATE:

DUE DATE OF TENDER:

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

S.NO.	S. NO OF COMMERCIAL REQUIREMENTS	DEVIATIONS, IF ANY

SIGNATURE & SEAL OF BIDDER

NAME OF BIDDER

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

BYPL

BSES Yamuna Power Limited

FORMAT – 4.5

BIDDER'S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

GENERAL INFORMATION	
NAME OF Company	
POSTAL ADDRESS	

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

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

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

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BYPL