BSES Yamuna Power Ltd.

BSES Yamuna Power Ltd. (BYPL)

Notice Inviting Tender (NIT)

For

"Engagement of Consultancy Firm as Technology Consultant under Project ARJUNA 2028 in BYPL".

NIT No.: CMC/BY/26-27/RB/PM/AvS/29, Tender Date: 21.08.2026

Due Date for Submission: 10.09.2026, 11:00 HRS
Date and time of opening of :10.09.2026, 11:30 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 Ltd.

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SECTION- I
REQUEST FOR QUOTATION (RFQ)

BSES
BSES Yamuna Power Ltd.

SECTION- I
REQUEST FOR QUOTATION (RFQ)

1. GENERAL

BSES Yamuna Power Limited invites sealed tenders on a "Single Stage: Two Envelope" bidding basis (Envelope –I, Techno-Commercial Bid & Envelope-II, Price Bid) from eligible Bidders for **"Engagement of Consultancy Firm as Technology Consultant under Project ARJUNA 2028 in BYPL".**

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

1.2. The sealed envelopes shall be duly super-scribed as:

NIT NO: CMC/BY/26-27/RB/PM/AvS/29 Dated: 21.08.2026

For

"Engagement of Consultancy Firm as Technology Consultant under Project ARJUNA 2028 in BYPL"

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

Contract Period	18 months from date of LOI/Order (As per Scope mentioned in Section V)
Quantities	As per Scope Section V
Tender documents on sale	21.08.2026 to 10.09.2026
Date & time of Submission of Bid	10.09.2026 till 11:00 HRS
Date & time of opening of Techno-Commercial Bid	10.09.2026 till 11:30 HRS

1.4. The tender document can be obtained from address given below :

Head of Department
Contracts & Material Dept.
BSES Yamuna Power Limited
Shakti Kiran Building, Karkardooma,
New Delhi – 110032

The tender documents & detail terms and conditions can also be downloaded from the website **"www.BSESdelhi.com --> Tenders --> BSES Yamuna Power Ltd --> Open Tenders"**.

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents.

1.5. Deleted

1.6. The tender documents will be issued on all working days up to the date mentioned in clause 1.3. The tender documents & detail terms and conditions can also be downloaded from the website **www.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 qualifying criteria as mentioned in clause 3 should submit the tender documents.
2.3. BSES Yamuna Power Ltd reserves the right to accept/reject any or all bids without assigning any reason thereof and alter/amend/modify/add/reduce the amount and quantity mentioned in the tender documents at the time of placing Order
2.4. The bid will be summarily rejected if:
(a) Bid received after due date and time.
(b) Complete technical details are not enclosed
(c) Technical offers contains any prices
e) The offer does not contain prices indicating break-up towards all taxes & duties in prescribed format
f) Prices are not firm and subject to Price Variation

3. QUALIFYING REQUIREMENTS (QR)

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

S. No.	Criteria	Documents to be submitted
TECHNICAL CRITERIA		
1	Bidder to have Large-scale business/digital transformation consulting experience with a minimum value Rs. 10 Cr. in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years.	Bidder to submit copy of Contract and completion certificate / engagement letter(s) stating scope, value and duration of the consultancy provided.
2	Bidder to have Cybersecurity advisory experience (IT/OT/critical infrastructure) in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years.	Bidder to submit copy of Contract and completion certificate / engagement letter(s) stating scope, value and duration of the consultancy provided.
3	Bidder to have Data Privacy / DPDP or equivalent data-protection compliance experience in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years.	Bidder to submit copy of Contract and completion certificate / engagement letter(s) stating scope, value and duration of the consultancy provided.

S. No.	Criteria	Documents to be submitted
4	Bidder to have AI / Agentic AI strategy and roadmap experience – in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years, along with evidence of production deployment.	Bidder to submit copy of Contract and completion certificate / engagement letter(s) stating scope, value and duration of the consultancy provided.
5	Bidder to have Digital Centre of Excellence set-up experience in any power distribution Utilities / SEB's / Discoms / other govt. organizations/other renowned organizations in preceding five years.	Bidder to submit copy of Contract and completion certificate / engagement letter(s) stating scope, value and duration of the consultancy provided.
6	Bidder (including its group/holding/subsidiary/associate companies and named subcontractors) must not be, or be affiliated with, the Smart Metering SI or any AMI/smart-meter OEM engaged by BYPL, and must declare any existing/likely commercial relationship with the SI.	Undertaking on letterhead
7	Bidder to demonstrate ability to adapt the proposed approach in response to evolving project requirements, without compromising the project objectives, timelines and quality of deliverables.	Undertaking on letterhead
COMMERCIAL CRITERIA		
1	The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY 24-25, FY 23-24 & FY 22-23) should not be less than Rs 50 Cr. from consulting services in India	Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.
2	The bidder should have net worth of Rs.10 Crore as on the last day of the preceding financial year on the date of bid submission.	Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.
3	Bidder must provide proof of having solvency of an amount equal to Rs.8 Cr. from any nationalized/ scheduled commercial bank. The solvency certificate should not be older than one month from the date of issuance of the NIT	Bank solvency certificate
4	Bidder should have valid Registration No. of GST and PAN	GST Certificate
5	Entities that have been debarred/blacklisted by any Private/central/state government Institution including electricity boards in India will not be considered; in this regard a written statement has to be provided on bidder's letterhead along with other	Undertaking on Bidder's Letterhead

S. No.	Criteria	Documents to be submitted
	documents. Vendors/Agencies who have been debarred/ blacklisted/ suspended by BYPL in last 3 Financial years will not be considered in this tender.	
6	The bidder should submit an undertaking for “No Litigation” / no legal case is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender.	Undertaking on Bidder’s Letterhead
7	The bidder should give an undertaking 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 disqualification from participation in the future tenders for 1 year in BYPL & its group companies.	Undertaking on Bidder’s Letterhead

ADDITIONAL DETAILS TO BE SUBMITTED BY THE BIDDER :

1. **Key Personnel, Staffing Structure**

S. No.	Requirement	Minimum Experience / Detail
1	Overall Project Lead – Part-time (50% deployment), resident at site	≥ 12 years’ experience in technology/digital transformation consulting, having led ≥ 2 engagements of comparable scale and duration (≥ 12 months) as Project Lead
2	1 no. Deputy Lead – nodal, full-time, resident at site	≥ 8 years’ relevant experience each, with prior utility/infrastructure-sector exposure preferred
3	Team member(s) with relevant expertise for Transformation Blueprint (Customer Experience)	As per proposed role
4	Team member(s) with relevant expertise for AI Capability development (separate from item 3)	≥ 6 years in AI/ML strategy or solution delivery, with ≥ 1 production-grade deployment led
5	Team member(s) with relevant expertise in Data Privacy / DPDP compliance, including gap assessment, privacy governance and implementation	≥ 6 years, legal/techno-legal background

6	Team member(s) with relevant expertise in Cybersecurity (IT/OT/AMI), including gap assessment, control-architecture design and SOC/incident-response framework	≥ 8 years, CISSP/CISM preferred
7	Access to global Subject Matter Experts	Specific named individuals with their respective domain expertise, CV, and a signed declaration of minimum committed engagement (days/month) per SME
8	Continuity of team members from Day 1 till completion of the entire assignment	Change of any team member requires prior written approval of BSES, with veto on the choice of replacement
9	CVs of all proposed key personnel	Along with proof of employment/association and relevant experience certificates, to be submitted with the Technical Proposal

Please note: The Technical Proposal submitted by the Bidder and the subsequent presentation, if required by BYPL, shall be evaluated based on the bidder's understanding of the scope, proposed methodology, work plan, deliverables, deployment of resources, risk mitigation approach and overall clarity and quality of the proposal.

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

Please Note:

a) Firms who are debarred/ blacklisted in BYPL in the past & other utilities in India will not be considered.
b) Company reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by office inspection or by any other means and company's decision shall be final in this regard.
c) No joint ventures/ consortiums are allowed.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

a) Last three Financial Years (FY 2023-24, 2024-25 and 2025-26) financial statement
b) Details of constitution of the company (Proprietary/ Limited. Along with details)
c) Memorandum & Articles of Association of the Company
d) Organization Chart of the company
e) Experience details with credentials
f) No of Employees detail
g) Premises Detail and addresses across India.
h) Income Tax return for last 3 years

Notwithstanding anything stated above, BYPL reserves the right to assess bidder's capability to perform the contract, assess the capability and installed capacity of the Bidder for carrying out the supplies, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

Bidders already qualified against previous tenders for similar requirement ALSO NEED TO SUBMIT the documents in support of qualification criteria.

4. PRE-BID MEETING:

A pre-Bid meeting shall be organized 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 of the Pre-bid Meeting is given below: -
Meeting Date : 27.08.2026
Meeting Time : 2:30 PM
Venue : BSES Head office, Shakti Kiran Building, Karkardooma, New Delhi-110031

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 affected 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.

5. BID SUBMISSION

6.1. The bidders are required to submit the bid in 2(two) parts and in original & duplicate (total 2 copies) at the following address:

Head of Department,
Contracts & Material Department,
BSES Yamuna Power Limited,
Shakti Kiran Building, Karkardooma,
New Delhi -110032

6.2. Technical bid documents along with commercial terms and conditions shall also be submitted in Pen Drive. **No price bid shall be submitted in Pen Drive.** The PEN Drive should be owned by Bidder. The bidder shall ensure that the Pen Drive is free from all viruses/malware. The pen drive once submitted shall not be returned.

6.3. This is a two part bid process. Bidders are to submit the bids in 2(two) parts. Both these parts should be furnished in separate sealed covers super scribing **NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A Techno-Commercial Bid and Part-B PRICE BID** and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with **—"Tender Notice No.& Due date of opening".** The same shall be submitted before the due date & time specified.

PART A: TECHNO-COMMERCIAL BID, UNPRICED (Envelop-1):
The first sealed envelope shall contain an Unpriced Techno-commercial bid in paper form (hard copies) and envelope super-scribing **PART-A Techno-Commercial Bid**. The details to be submitted in techno-commercial bids are given below:

a) General information about bidder
b) Documentary evidence in support of all the qualifying criteria as per clause 4.0,
c) Technical Literature if any.
d) Technical Details /
e) Details of experience of works of the same or similar nature. Copies of Orders, Execution /Performance Certificate & Other Documents to support the QC as per clause 2.0

f) Power of attorney
g) Acceptance to Commercial Terms and Conditions viz completion schedule period, Payment terms, BG etc.
h) No Deviation Declaration
i) Any other relevant document to support bidder meeting QR
j) Original Tender documents duly stamped & signed on each page as token of acceptance
k) Qualified Manpower available & Organization chart

Techno-Commercial Bid should not contain any cost information whatsoever and shall be submitted within the due date. After techno-commercial evaluation, the list of techno-commercially qualified bidders will be posted immediately on the BYPL website.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT at our website, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

PART B: PRICE BID (Envelop-2):

The second sealed envelope shall contain Price bids in paper form (hard copies and envelope super-scribing **PART-B Price Bid** on it. The details to be submitted in the Price bid are given below:

(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.

BIDS RECEIVED AFTER DUE DATE AND TIME MAY BE LIABLE TO REJECTION

6 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 submit in Pre-bid query in excel format as per APPENDIX-X at **Amit.v.sharma@reliancegroupindia.com** **Prajay.mishra@relinacegroupindia.com** **Rakesh.bansal@reliancegroupindia.com**	Up to Thursday, 27.08.2026, 12:00 HRS
2	Pre-Bid Meeting	Meeting Date : 27.08.2026 Meeting Time : 14:30 HRS Venue : BSES Head office, Shakti Kiran Building, Karkardooma, New Delhi-110031	Thursday 27.08.2026; 14:30 Hrs
3	Submission of Techno-Commercial & Price Bid	Unpriced Techno-Commercial & Price Bid in separate sealed envelopes	Thursday, 10.09.2026; 11:00 Hrs
4	Opening of Techno-Commercial Bid	Opening of PART-A	Thursday 10.09.2026; 11:30 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

7 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 single bidder who meet the execution requirement or nullify the award decision without assigning any reason thereof.

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

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 factor in 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.

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

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

9 CONFIDENTIALITY

All information contained in this tender document is confidential and shall 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 honor 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.

10 CONTACT INFORMATION

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

Address	Name & Designation	E-mail Address / Phone Number
BSES Yamuna Power Limited, Shakti Kiran Building, Karkardooma, New Delhi -110032	**Technical**	
	Sh. Robin Sebastian (Head Smart Metering)	Robin.Sebastian@reliancegroupindia.com /011-4920 9842
	All technical queries shall also be marked copy to Commercial team as per the details below.	
	Commercial	
	Ms. 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 9545
	Mr. Rakesh Bansal Head - C&M	Rakesh.bansal@reliancegroupindia.com / 011-4124 9230

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SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

BSES Yamuna Power Ltd (BYPL), hereinafter referred to as the “Company” is desirous for awarding work “ **Engagement of Consultancy Firm as Transformation Consultant under Project ARJUNA 2028 in BYPL**” as notified in this tender document.

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

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

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

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

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

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

2. SCOPE OF WORK

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

3. DISCLAIMER

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

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

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

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

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

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

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

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

4. COST OF BIDDING

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

5. TENDER DOCUMENTS

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

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

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

6. AMENDMENT OF TENDER DOCUMENTS

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

6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1, and it will be notified
(a) by way of uploading the corrigendum/amendment on 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

10.01 Bidders shall quote for the entire Scope of Work with a break-up of prices for individual items and Taxes & Duties. 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.

The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price with taxes, duties & freight upto destination.

10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there.

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

10.04 The qty break-up shown else-where in Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any item not indicated but is required to complete the job, shall be deemed to be included in the prices quoted.

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 Technical Documents shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — "Technical Bid". The price bid shall be inside another sealed envelope with super scribed "Financial Bid ". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original, Copy-1, and the envelopes should be super scribed with — "Tender Notice No. & Due date of opening".

15.2. The Bidder has the option of submitting 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 with more than one Bid will cause all those Bids to be rejected.

18. LATE BIDS

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

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

20. EVALUATION OF BID

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

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

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

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

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

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

23.3. The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Delivery schedule
- (b) Conformance to Qualifying Criteria
- (c) Deviations from Tender Documents
- (d) Conformity and compliance to the conditions/details provided in pre-bid meeting
- (e) Change in the quantity from mentioned in the tender

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

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

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

24. CONTACTING THE COMPANY

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

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

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

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

26. AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to award order to other bidders in the tender, provided it is required for need of the work.

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.

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 supply/work/order.

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

29. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

30. PROCESS TO BE CONFIDENTIAL

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

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SECTION – III : SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION III
SPECIAL CONDITIONS ON 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.

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.

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 for “Engagement of Consultancy Firm as Transformation Consultant under Project ARJUNA 2028 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 period of 18 months. Notwithstanding the continuous/periodic review/assessment of bidder’s performance by BYPL, at its discretion, 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.

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

4. ORDER VALUE

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

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

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

4.3) The Bidder shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent's etc. to perform its obligation under this Contract and shall indemnify the Company in all related matters.4.4) The Bidder shall not be entitled to adjustment in the Contract Value during the term of this Agreement for increase due to-

(a) increased manpower cost or costs related to vehicles / materials/ other equipment's provided,
(b) changes in insurance premiums, if any , 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 Bidder on the following:

I. Cost of manpower, equipment and supervision, travel or commute.
II. All taxes and levies, including but not limited to GST, etc as applicable during the currency of the contract.

6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)

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

1.02 The Contract Performance Bank Guarantee shall be of ten percent (10%) of total contract value and shall be valid till completion of contract, plus three (3) months towards claim period.

1.03 The CPBG shall be issued from any nationalized / scheduled bank as per company format.

1.04 The Company shall reserve the right to invoke the CPBG unconditionally and without recourse to the Bidder, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Company shall be final in this regard.

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

1.06 In the event, in Company's sole judgement, the Bidder has fulfilled all its obligations under this Agreement, The CPBG shall be released without any interest after the expiry of CPBG and its claim period as mentioned above.

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

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

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

7. TERMS OF PAYMENT:

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
1.	**Document Harmonisation and Integrated Baseline Review**	• Review and harmonisation of existing BYPL documents / artefacts listed in Annexure 1 • Detailed review of the SI scope and proposed solution stack • Alignment across scope, stakeholders, timelines, budget, technology	Week 3	5%	Acceptance sign off by Approved Authority

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
		architecture and implementation dependencies • Identification of overlaps, gaps and interdependencies with other workstreams, including Data Privacy / DPDP, Cybersecurity, D-COE and SI-related dependencies			
2.	**Value Tree, KPI/KRA and Aspirational Goal Framework**	• Value-capture framework and KPI/KRA hierarchy for the areas covered under this assignment • Baseline, ownership, measurement logic and lead / lag indicators • Benchmarking with relevant Indian and global utilities or comparable organisations • Medium-term SMART aspirational goals • KPI and data requirements for incorporation into the consolidated executive dashboard	Week 8	7.5%	Acceptance sign off by Approved Authority
3.	**Customer Experience As-Is Assessment**	• Current-state assessment of customer journeys, customer-service processes, grievance handling, contact centre and digital channels • Assessment of existing Customer Segmentation and digital-service maturity • Review of relevant technology, data, interfaces and Process Owners • Baseline KPI and value-lever mapping	Week 8	7.5%	Acceptance sign off by Approved Authority
4.	**Customer Experience To-Be Operating Model and Transformation**	• To-Be customer journeys, customer-service processes and digital-channel interventions	Week 12	12.5%	Acceptance sign off by Approved Authority

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
	Blueprint	• Cybersecurity and prevention of cybercrime from BYPL's customers' perspective • L3 process maps / narratives, system touchpoints, data inputs / outputs, Process Owners, RACI and implementation prerequisites • Business and functional requirements for enabling technology and SI solutions • Relevant organisation and capability requirements for Customer Experience			
5.	**DPDP Gap-Fit Assessment and Data Privacy Impact Assessment**	• Enterprise-wide DPDP gap-fit assessment across relevant functions, applications, business processes and third parties • Discovery and assessment of personal data, data flows and processing activities across consumers, employees, vendors / bidders and other relevant Data Principals • Data Privacy Impact Assessment(s), as applicable • Assessment of applicability and obligations of Data Fiduciary / Significant Data Fiduciary • Assessment of existing consent, notice, Data Principal rights, retention / deletion, breach-management and third-party processing arrangements • Risk-ranked gaps, observations and prioritised remediation actions	Week 4	7.5%	Acceptance sign off by Approved Authority
6.	**Regulatory and**	• Regulatory Obligation	Week 12	7.5%	Acceptance sign

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
	Data Privacy / DPDP Compliance Framework	Matrix applicable to the areas covered under this assignment • Enterprise Data Privacy / DPDP Compliance Framework covering governance, roles and responsibilities, personal-data lifecycle, consent and privacy notices, Data Principal rights, grievance redressal, retention / deletion, processing records and third-party / Data Processor obligations • Policies, processes, templates and governance requirements necessary for sustained DPDP compliance • Defined ownership and accountability for applicable regulatory and DPDP compliance obligations • Inputs for the consolidated DERC interaction calendar			off by Approved Authority
7.	**DPDP Implementation Readiness and Remediation Roadmap**	• Prioritised implementation and gap-closure roadmap, including Process Owners, dependencies and target timelines • Requirements for consent management, privacy notices, Data Principal rights, processing records, data classification and other identified compliance workflows • Assessment of existing / planned technology capabilities and identification of incremental technology or configuration requirements, where required • Third-party / Data Processor compliance and	Week 17	7.5%	Acceptance sign off by Approved Authority

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
		remediation requirements • Training, awareness and capability-building plan • Compliance monitoring, reporting, audit-readiness and implementation-verification framework			
8.	**Cybersecurity Architecture and Upgrade Roadmap**	• Current cybersecurity posture and gap assessment across IT, OT and AMI • Target cybersecurity architecture and controls • Cybersecurity compliance and control matrix • SOC framework and incident-response approach • IT / OT / AMI network-demarcation and third-party cybersecurity-risk framework • Technical safeguards and forensic / incident-readiness requirements relevant to protection of personal data and DPDP compliance • Prioritised remediation and implementation roadmap • Cybersecurity organisation, specialist-role, competency, training and capability-development requirements	Week 17	12.5%	Acceptance sign off by Approved Authority
9.	**D-COE Vision, Structure and Transition Roadmap**	• D-COE vision, structure and governance model including recommendation of in-house vs ring-fenced structure for DCOE • Technology architecture covering OT / IT integration, data platform and AI / ML infrastructure • Capability requirements and staffing approach, including new roles of CDO, CISO	Week 17	12.5%	Acceptance sign off by Approved Authority

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
		and Compliance Head • Shared-services model across BYPL • Interfaces with enterprise data-governance, cybersecurity and data-privacy arrangements • Phased transition roadmap from the current organisation to the proposed D-COE			
10.	**AI Agent Strategy and Development Roadmap**	Roadmap for the AI Agents covered under this assignment, including AI Readiness Assessment, use-case validation, functional scope, data requirements, mapping with existing, in-flight and formally planned capabilities, gap assessment, integration and orchestration requirements, governance including applicable cybersecurity and data-privacy / DPDP requirements, performance requirements, phasing and implementation timeline. ***Note:*** *Build versus buy versus configure assessment, vendor shortlisting and three-year Total Cost of Ownership shall be provided only for uncovered or incremental capabilities specifically approved by BYPL.*	Week 17	8%	Acceptance sign off by Approved Authority
11.	**Multi-Year Transformation Roadmap and Implementation Plan**	• Phased roadmap across Customer Experience, D-COE, Cybersecurity, Data Privacy / DPDP Compliance, corresponding AI Agents, organisation and capability requirements, regulatory compliance and consolidated dashboard integration, including dependencies with the SI, smart meter rollout and other workstreams • Consolidated dashboard	Week 17	12%	Acceptance sign off by Approved Authority

SN	Deliverable	Description	Timeline	% Fee Payable	Acceptance Criteria & Payment Milestone
		architecture, platform and integration approach, including common data flows, system interfaces, user-access, information-security and scalability requirements • Integrated sequencing of DPDP remediation actions, compliance milestones, technology dependencies and implementation priorities with the other transformation workstreams			
		Sub-total for Transformation Blueprint and AI Agent Development Advisory	**End of Week 17**	**100%**	
12.	**Implementation Support for Accepted Recommendations**	Hands-on implementation support for initiatives approved by BYPL arising from the Customer Experience Transformation Blueprint, Cybersecurity Upgrade Roadmap, **Data Privacy / DPDP Compliance Framework and Remediation Roadmap**, D-COE Roadmap, AI Agent Development Roadmap and any additional initiatives specifically identified by BYPL within the areas covered under this assignment. ***Note:*** *For Data Privacy / DPDP Compliance, implementation support shall include, as applicable, closure of agreed gaps, implementation of approved policies / processes / workflows, consent and Data Principal rights mechanisms, third-party / Data Processor controls, system configuration / customisation, training and awareness, compliance monitoring, audit-readiness and implementation-verification support.*	Month 5 onwards, as per initiative-wise plan approved by BYPL; one Monthly Status Report at the end of each Calendar Month	Monthly invoicing and payment on milestone basis.	Acceptance sign off by Approved Authority

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

7.2 The bidder shall submit original bill (hard copy) along with all supporting documents at Vendor Support Cell of BYPL. The bills shall be made in favor of BSES Yamuna Power Ltd, Karkardooma, Delhi-110032. Further the Bidder 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.

7.3 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.

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

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

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

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

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

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

8. PENALTY

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

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

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SECTION – IV : GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1. DEFINITION & INTERPRETATION

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, New Delhi-110032 and shall include its authorized representatives, agents, successors and assignees.

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

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

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

1.1.11 "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 Bidder 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 Bidder for execution of Services shall be measured through KPI. The payment to Bidder shall be based on Manpower's performance as measured through KPI. It includes metrics in numerical, frequency and measuring process. Total manpower shall be monitored & calculated skill wise but it will be cumulative on monthly basis

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

1.1.16 "Contract cum Performance Bank Guarantee (CPBG)" means the bank guarantee to be procured in accordance with terms of agreement for the performance of the Bidder'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 Bidder and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is 'scope of work' which is to be executed, performed successfully and satisfactorily by the Bidder in accordance with the Contract and ancillary services as may be Communicated by the BYPL from time to time under the Contract Period.

1.1.18 "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-Bidder" means a Sub-Bidder whom a part of the Contract is Sub Contracted by the Bidder with the prior written approval of the Company/BYPL, and the permitted legal successors in title to such person, but not any assignee of such person.
1.1.20 "Sub-Contract" shall mean obligations under the Contract have been awarded by the Bidder to Sub-Bidder.
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 there on to the Bidder. In such event, unless otherwise provided in the agreement or explained by way of instructions by the company, as mentioned above, the priority of the documents forming the Agreement shall be as follows:

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

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

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

3. AMENDMENT

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

4. LANGUAGE AND MEASUREMENT

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

5. EXAMINATION OF SITE & LOCAL CONDITIONS

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

6. TAXES & DUTIES

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

which the same has been discharged. Payment shall not be released, till the time necessary proof showing the discharge of GST liabilities by the bidders for the period in default are submitted to the Company.

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

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

7. PAYMENT

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

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

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

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

7.5. Bidder shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.

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

8. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

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

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

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

9. TIME ESSENCE OF CONTRACT

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

Time shall be the essence of the Bidder. Bidder shall complete his work in accordance with the specified time-lines/ Schedules as per the terms of the contract or as may be instructed by the Company from time to time.

10. LIQUIDATED DAMAGE

10.1 Delay in Milestones / Deliverables

In the event of the bidder's failure to complete the work or any part thereof within the Contract Period including the interim milestone dates, the Bidder shall be liable to pay the Company liquidated damages calculated at the rate of 0.5% of the fee payable for the delayed milestone/deliverable for each completed week of delay or part thereof, subject to a maximum of 10% of the total Contract Value.

10.2 Key Personnel

In addition to the above, the following LD shall apply for changes in Key Team Members:

a. During the Advisory / Blueprint Phase: LD equivalent to 5% of the Contract Value of the Advisory / Blueprint Phase shall be levied for each replacement/change of a Key Team Member, subject to a maximum cumulative cap of 20% of the Contract Value of the Advisory / Blueprint Phase.

b. During the Implementation Support Phase: LD equivalent to 5% of the fee payable for one six (6)-month Implementation Support period shall be levied for each replacement/change of a Key Team Member, subject to a maximum cumulative cap of 20% of the fee payable for the relevant six (6)-month Implementation Support period.

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

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

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

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

11. PERIOD OF MOBILISATION

The bidder shall mobilize its resources to carry out the assigned services under this Agreement within 15 days from the issuance of LOI / Order so that services are made available from the date of start of the work mentioned in LOI / Order.

12. ACCESS TO THE SITE

12.1 The Company shall provide to Bidder the right of access to the Site progressively for the Execution of the Works. The Bidder acknowledges that its access to the Site shall not be exclusive to the Bidder but subject to the restrictions as contained in the Contract as well as the following:

(a) Any public passage or right existing over any part of the Site from time to time;

(b) The rights and obligations of persons or authorities under any Applicable Laws; and

(c) The rights of the Company's Representative, Bidders or any other representative of the Owner or any statutory authorities to have access to the Site for inspection of the Works

12.2 If the Bidder foresees any delay in the Execution of the Works due to failure on the part of the Company to provide right of access to the Site, the Bidder shall immediately give written notice to the Company's Representative substantiating its claim for any delay in the execution of the works due to delay in providing the Site. After receipt of such notice, the Company's Representative shall determine extension of time, if any, to be granted to the Bidder and notify the Bidder accordingly. The Bidder acknowledges and agrees that it shall not be entitled to any monetary claim under any circumstances whatsoever due to any delay in handing over of the Site by the Company.

12.3 The Bidder shall not demolish, remove or alter any structures or other facilities on the Site without the prior written approval of the Company's Representative. The Bidder shall further ensure that all garbage resulting from the Execution of the Works is removed or disposed off, in accordance with Applicable Laws.

13. DEMOBILISATION/ HANDOVER ON CONTRACT COMPLETION

On completion of the assignment (or on early termination/foreclosure, if any), the Consultant shall carry out an orderly demobilization of its team and resources deployed on the project. This shall include structured knowledge transfer to designated BSES personnel, handover of all working papers, data, models, dashboards, source files, documentation and deliverables (including drafts and interim outputs) in agreed formats, closure of any open action items and pending approvals, and support to BSES/SI/other consultants for a smooth transition without disruption to ongoing operations. The Consultant's access to BSES systems, data and premises shall be revoked upon completion of demobilization, and a formal demobilization/exit note confirming handover shall be submitted to BSES for record and sign-off.

14. REPORTS AND INFORMATION

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

15. PERMITS, LICENSES & APPROVALS

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

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

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

16. REPRESENTATION, WARRANTIES AND GUARANTEES

a. The Bidder hereby represents warrants and guarantees that:

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

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

c. 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;

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

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

f. 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;

g. 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;

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

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

17. EVENTS OF DEFAULTS

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

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

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

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

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

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

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

18. RISK & COST

If the Bidder 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 Bidder. The Extra Expenditure so incurred alongwith overhead charges @15% shall be debited to/recovered from the Bidder.

19. LIMITATION OF LIABILITY

The Bidder's liability (except Third Party Liability, which is covered under the Agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned — including but not limited to cases of insolvency or abandonment of the engagement by the Bidder midway — shall not, at any time, exceed an amount equivalent to 100% of the Total Contract Value.

20. TERMINATION

20.1 TERMINATION BY COMPANY FOR NON PERFORMANCE

During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Bidder not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Bidder. After termination of the agreement, the Bidder shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Bidder shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.

20.2 PREMATURE TERMINATION

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

(i) The Bidder repudiates this order or otherwise evidences intention not to be bound by this order;
(ii) The Bidder assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order;

or, transfers or negates any of its obligations in contravention to the provisions of this order.
(iii) The Bidder breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations.
(iv) If at any stage during the tenure of the work order, Bidder is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any customer or to give bribe official/staff or misuse or abuse any meter or property of the Company.
(v) The Company shall be entitled to deduct from any money due or to becomes due to the Bidder, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Bidder shall abide by the decision of the Company as to the amount payable by the Bidder under the provision of this clause.

20.3 TERMINATION BY COMPANY FOR CONVENIENCE

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

21. GOVERNING LAW AND ARBITRATION

a. 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.

b. 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.

c. 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.

22. FORCE MAJEURE

a. 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

b. 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.

c. 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.

d. Mitigation of Events of Force Majeure

The Bidder shall:

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

e. 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.

f. 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 Bidder's services on holidays as well as beyond the normal working hours.

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

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

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

23. NOTICE & COMMUNICATION

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

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

24. SAFETY CODE

30.1. The Bidder shall ensure adequate safety precautions at site, as required under the law of the land to facilitate safe working, during the execution of work under agreement/work order and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during performance of work under agreement.

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

30.3. The Bidder employing two hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Bidder having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

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

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

30.6. The bidder / safety officer shall be responsible for providing training to all staff &workers, safety compliances , testing and fitness of all T&P , PPE, annual safety audit reports etc in line with CEA norms

25. HUMAN RESOURCE ISSUES

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

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

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

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

(E) The Bidder shall not deploy the manpower below the age of 18 years.

(F) The Bidder shall not deploy the female manpower between 7 PM to 6 AM.

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

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

(I) The Bidder shall be responsible for discipline of its manpower and shall ensure that the personnel deputed should adhere to the disciplinary procedure set by the Company. The Bidder shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Company's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Bidder as per the terms & conditions of the

Agreement. The Bidder will ensure that none of the manpower engaged by it will demonstrate before the offices of the Company in any manner whatsoever. In case any of the manpower engaged by Bidder is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Bidder will take suitable action against such of their employees and submit the ATR with company.

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

(a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.

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

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

(d) Bidder will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.

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

(L) Bidder shall organize periodic awareness session on POSH, 2013 and strict compliance to POSH, 2013.

(M) Bidder shall have a detailed HR policy for retirement, training, safety, job suitability, health etc. for its employees. Further the Bidder shall have proper grievance redressal process for addressing HR issues raised by its employees.

26. DEPLOYMENT OF RESOURCES

26.1 Number of resources to be deployed by the Bidder at all-time shall be specified by the bidder as per the format in Section-V, scope of work.

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

26.3 The bidder shall deploy qualified & experienced resources in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The bidder shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Company/Engineer In-Charge finds the resources not suitable or not up to the mark, the Bidder shall deploy the alternate resources immediately.

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

26.5 In case the bidder 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 Bidder 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 bidder.

27. REPLACEMENT OF RESOURCE(S)

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

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

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

28. BIDDER'S OBLIGATIONS

A) General Obligations

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

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

28.3 The Bidder takes full responsibility for the adequacy and stability of Services to be performed.

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

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

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

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

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

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

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

28.10 Immediately on commencement of the Contract, Bidder shall provide complete bio data of each Manpower employed and shall ensure that the information provided in respect of each Manpower is verified and correct.

28.11 A detailed work specific deployment chart shall be submitted by the Bidder to Company within 5 working days before commencement of Services.

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

28.13 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Bidder without any risk and cost of the BYPL.

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

28.15 Bidder to provide master plan for deployment of Manpower and related resources to the Company/BYPL before commencement of the Services. Along with this Bidder shall provide documentations in details covering Manpower details as requested by BYPL.

B) Compliance with Applicable Laws by Bidder

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

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

28.18 The Bidder shall indemnify the company/BYPL against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Company due to non-compliance of any Applicable Law by the Bidder in relation to the performance of the Services.

28.19 Bidder is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.

28.20 Bidder shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.

29. THE COMPANY/BYPL'S OBLIGATIONS/RESPONSIBILITIES

29.1 BYPL may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Bidder.

29.2 BYPL shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Contract Manpower and that shall be done by the Bidder. However, BYPL shall have a right to assess the abilities and skills of the Manpower deployed by the Bidder to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.

29.3 The bidder shall ensure to maintain the registers like muster roll, wage register, etc., and shall share the copy of the same with BYPL as and when demanded,

29.4 The Company/BYPL reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Bidder under this Contract / Agreement for which Bidder shall not have any objections.

29.5 BYPL reserves right to review the resources requirement for the performance of assigned task, on periodically or preferably on monthly basis for their respective performance. The Bidder, without any objection, shall deploy resources on time accordingly. The Bidder to deploy resources within 2 days (including Central and State holidays) to Site / establishment as notified by BYPL in writing. Failure to do so shall result into delay in deploying resources for the completion of the assigned task, the reasonable compensation shall be applicable in terms of the Contract.

29.6 BYPL shall at all times have access to any Site where the Manpower is engaged and performing any of the Services and BYPL shall have the right to inspect performance at Site. Any deviation or gap or discrepancies arises while executing Services shall be communicated to Bidder within 3 working days. The Bidder within next two working days shall provide reasonable feedback with evidence if any to BYPL. If Bidder does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

30. INDEMNITY

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

31. SECRECY & CONFIDENTIALITY

31.1 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.

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

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

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

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

31.6 Bidder shall submit signed NDA as per the format 4.3 attached.

32. NON-EXCLUSIVITY

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

33. 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.

34. ASSIGNMENT& SUBLETTING

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

35. ASSIGNMENT BY THE COMPANY

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

36. NO JOINT VENTURE

The Bidder shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.

37. 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.

38. 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.

39. BIDDER'S EQUIPMENT

39.1 All Bidder's Equipment and Temporary Works provided by the Bidder or any permitted Sub bidder, shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Company's Representative.

39.2 Upon completion of the Works, the Bidder/permitted Subbidder shall remove from the Site, all its Equipment and Temporary Works and its unused materials.

39.3 The Company shall not at any time be liable for the loss or damage to any of the constructional plant, Temporary Works or materials.

39.4 The Bidder shall, upon written request by the Company's Representative, produce to the Company's Representative, all documents evidencing title to or the contractual arrangement giving the right to the Bidder to use the Bidder's Equipment. In the event of failure to comply with such request within seven (7) days, then without prejudice to any other rights, the Company shall be entitled to withhold the payments due to the Bidder under the Contract.

39.5 Deleted

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

The bidder shall provide T&P to their staff as mentioned in Scope of work. The bidder shall provide all tools in the beginning of contract and shall ensure the proper availability of tools and tackles as per that list throughout the contractual period. These tools shall be of make as specified in the Scope of work. It shall be responsibility of bidders to replenish and maintain the existing T&P on regular basis.

41. FREE ISSUE MATERIAL

41.1 The Company, may provide free issue materials to Bidder in those cases only where it is specifically mentioned in the tender Terms & Conditions. Transportation of free issue materials from site / store or place of availability at site to the work area shall be in scope of the bidder.

41.2 Bidder shall submit Reconciliation Statement of these free issue materials along with monthly bill. Reconciliation Statement will show issued quantity of free issue materials/ quantity consumed in work and quantity balance in bidder's stock.

41.3 The Bidder shall have to furnish an Indemnity Bond for materials which are free issued by the Purchaser. Further the bidder shall be responsible for the safe custody of materials till the materials are utilized, fabricated, erected and accounted for in all respects.

42. VENDOR CODE OF CONDUCT

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

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

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

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

43. DISCLOSURE OF RELATIONSHIP

The Bidder acknowledges& undertakes that the Bidder or any partner of the Bidder or director of the Bidder is not related to any of the officers of the Company or the Company's Representative, or alternatively, is a close relative of an officer of the Company or the Company's Representative and has no financial interest/stake in the Company's business. The Parties agree that breach of the above provisions shall entitle the Company to terminate the Contract under Clause 23, without payment of any compensation to the Bidder. The Bidder agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

44. MSME

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

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

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

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

45. ENVIRONMENTAL, HEALTH &SAFETY

The Consultant 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. Consultants 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/Consultant 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 Consultant under agreement shall be accountable for the following:
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
Keep tools in good condition
Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
Develop a concern for safety for themselves and for others
Prohibit horseplay
Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

46. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT, in the technical specification and drawings made available to the Bidder consisting of general conditions and complete scope of work.
Bidder's and Company's contractual obligations are strictly limited to the terms set out in the CONTRACT.

47. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights and Royalties

a. The Bidder shall indemnify the Purchaser and the Purchaser's Representative against all claims and proceedings arising from infringement or alleged infringement of any patent rights, registered designs, copyright, design, trademark, trade name, know-how, or other intellectual property rights (collectively referred to as "Intellectual Property Rights") relating to the Works, Bidder's equipment, machines, methods, plant, materials, or anything required for execution of the Works. In case of infringement, the Bidder shall, at its own cost, either rectify, modify, or replace the infringing item so that infringement ceases, or procure necessary rights or licenses from the affected third party.

b. The Bidder shall be promptly notified of any claim made against the Purchaser. The Bidder shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Purchaser or the Purchaser's Representative shall not make any admission that might be prejudicial to the Bidder unless the Bidder has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Bidder failing to act at the Purchaser's Representative's notice, the Purchaser shall be at full liberty to deduct any such amount of pending claim from any amount due to the Bidder under the Contract or any other contract and the balance portion of claim shall be treated as debt due from the Bidder.

c. Intellectual Property Rights in any plant, materials, drawings, designs, plans, documents, specifications, data, know-how, charts, or information provided by the Purchaser remain the sole property of the Purchaser. The Bidder has only a limited right to use these for execution of the Works.

d. Intellectual Property Rights in respect of any Plant, Materials, Drawings and Designs, plans, calculations, drawings, documents, know-how and information relating to the Works which are proprietary to the Bidder and/ or its third-party licensors ("Bidder's IPR") shall continue to vest with the Bidder and/ or its third-party licensors and the Bidder shall grant and/ or procure from its third party licensors, at its own cost, a worldwide, perpetual, royalty-free, non-exclusive license (along with the right to sub-license) to use and reproduce such Bidder's IPR for the use, operation, maintenance and repair of the Works.

e. If any patent, trademark, trade name, registered design or software is developed by the Bidder or its SubBidder specifically for the execution of the Works, then all Intellectual Property Rights in respect of such design, trademark, trade name or software shall be the absolute property of the Purchaser and shall not be utilized or retained by the Bidder (or its SubBidders) for any purpose other than with the prior written consent of the Purchaser.

f. If the Bidder uses proprietary software (whether customized or off the shelf) for the purpose of storing or utilizing records in relation to the Works, the Bidder shall obtain at its own expense, the grant of a worldwide, royalty-free, perpetual licence or sublicence (including the right to sublicense) to use such software, in favour of the Purchaser provided that the use of such software under the licence or the sublicense may be restricted to use any such software only for the design, construction, reconstruction, manufacture, installation, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

g. If any software is used by the Bidder for the execution of the Works over which the Bidder or a third party holds pre-existing title or other rights, the Bidder shall obtain for the Purchaser, a worldwide, royalty-free, perpetual license for the right to use and apply that software (together with any modifications, improvements and developments thereof).

48. CONFLICT OF INTEREST

The Bidder shall ensure that no actual, potential or perceived conflict of interest arises during the Contract period. The Bidder shall disclose to BYPL, immediately upon becoming aware, any circumstance, relationship or engagement that may create or appear to create a conflict with the Bidder's obligations under this Contract.

The Bidder shall not undertake any assignment, directly or indirectly, for any third party where such assignment may conflict with the interests of BYPL or compromise the Bidder's independence, confidentiality or ability to perform the Services objectively.

The Bidder shall obtain prior written approval of BYPL before accepting any such engagement. BYPL may require the Bidder to take appropriate measures to eliminate or mitigate the conflict, or may terminate the Contract in case of a material or unresolved conflict, without prejudice to BYPL's other rights and remedies.

SECTION V: SCOPE OF WORK

SECTION V: SCOPE OF WORK

Executive Summary

1. BYPL shall appoint one top-notch Consulting organisation for supporting the strategy formulation and implementation support of the areas covered under this assignment, covering the following three workstreams:
   - WS-1: Transformation Blueprint
   - WS-2: AI Agent Development Roadmap
   - WS-3: Implementation Support for accepted recommendations under the Transformation Blueprint and AI Agent Development Roadmap

2. The assignment shall begin with harmonisation of existing BYPL documents / artefacts so that the areas covered under this assignment proceed with one integrated view of scope, stakeholders, timelines, dependencies, budget allocation and technology architecture, while remaining aligned with all other relevant workstreams ongoing or planned in BYPL.

   The three workstreams are summarized below:

#	Workstream in Scope	Indicative Scope (Refer Main Section for Detailed Scope)
1	Transformation Blueprint (Month 1 to Month 4)	Review of the As-Is state and formulation of the To-Be processes, organisation and capability model, technology architecture and implementation roadmap across: 1. Customer Experience, 2. Digital Centre of Excellence, 3. Cybersecurity, 4. Data Privacy / DPDP Compliance, 5. Company-wide Dashboard for KPI/KRA monitoring.
2	AI Roadmap and Strategy for areas in WS-1 above, including AI Agent Development Roadmap (Month 1 to Month 4)	Roadmap for AI adoption, integration, operationalisation and development of the AI Agents covered under this assignment, including data readiness, gaps, governance, phasing and budgeting inputs
3	Implementation Support for Accepted Recommendations of Workstreams 1 and 2 (Month 5 onwards)	Help BYPL achieve measurable outcomes through hands-on facilitation of execution of recommendations identified under Workstreams 1 and 2, and any additional initiatives specifically approved by BYPL within the areas covered under this assignment, under the governance of BYPL / appointed PMO agency.

3. Part 1: The Advisory Output on Transformation Blueprint is expected to take four months and will be undertaken upfront. It will focus on review of the As-Is state and formulation of the To-Be state and transition roadmap across:
   - Customer Experience, including customer journeys across all digital channels, customer service processes, Customer Contact Centre (Call Centre) automation and replaced with AI powered tools and solutions including but not limited to agentic AI
   - Digital Centre of Excellence, including its vision, structure, governance, technology architecture and transition roadmap

- Cybersecurity architecture and upgrade roadmap across BYPL's IT, OT and AMI landscape covering 2Mn smart meters initially and 5Mn eventually; Cybersecurity strategy has to be compliant and future-proof for the 5Mn state from now itself.
- Data Privacy and DPDP Compliance, including gap-fit assessment, Data Privacy Impact Assessment, privacy governance, Customer Consent, Data Principal Rights, third-party data processing by BYPL's vendors, third-party data custody in the hands of Govt. agencies, data lifecycle controls, compliance roadmap, implementation readiness from both techno-legal as well as business perspectives, knowledge/ awareness / reskilling required
- Consolidated dashboard architecture and integration requirements
- Organisation Structure Design of DCOE, wherein all the tech capabilities emerging from or shaped by this assignment will be housed; detailed specs for all (new) specialist roles and capability requirements for the areas covered under this assignment, including but not limited to Job Description, Candidate Profile, talent-pool availability in-house and in the market, enabling work-environment and technology prerequisites for the following roles:
  - CDO to head DCOE
  - CISO to head cybersecurity across BYPL in the post-smart meter state
  - Compliance Head as single point of accountability for DPDP compliance and risk mitigation

4. Part 2: The Advisory Output on AI Agent Development Roadmap will run concurrently with the Blueprint Phase above, i.e., four months upfront. It will focus on the strategy, capabilities, resources and roadmap for adoption, integration, operationalisation and, where required, development of the following AI Agents:
   - Customer Care Conversational Agent
   - Cybersecurity AI Agent

5. Part 3: The Bidder will work closely with BYPL's in-house PMO, the System Integrator (SI), the bidder(s) appointed if any for other work-streams including 3rd Party Auditor / Validator, in order to support implementation of accepted recommendations under Workstreams 1 and 2 with clear accountability, deliverables and timelines. This phase will run from Month 5 onwards, up to March 2027, extendable to March 2028 based on mutual agreement.

Main Section:

A Background

BYPL is planning to launch a transformative exercise whereby how the DISCOMs exist and operate will be modernized and revamped on the back of the following interventions planned in near future:

- Smart Meterization of consumers in a progressive manner (network is currently metered till 100% DTs)
- AI Interventions in the major functions of BYPL
- Systems, Processes and Organisation Review and Refresh in light of the above two interventions

Overall transformation journey is envisaged to unfold over FY27 – FY28 horizon.
This Scope of Work covers the following areas:

- Customer Experience
- Digital Centre of Excellence ("D-COE")
- Cybersecurity Upgrade, especially in light of the large-scale smart meter rollout
- Data Privacy and DPDP Compliance
- AI Strategy, AI powered solutions, including but not limited to agentic AI as needed for customer experience, Call Centre automation and replacement with AI Agents

The assignment shall also cover the roadmap for corresponding AI Agents and Implementation Support for recommendations accepted by BYPL under the above areas.
To assist us in the above journey, we are looking to appoint one top-notch consultancy organization to work with us jointly to (i) help us shape this transformation journey, and (ii) support us in its execution.

B Preliminary Scope

The exact scope of work will evolve during the assignment, partly because the journey will unfold progressively over time, and partly because the Bidder will co-create the end-state with us jointly. So, the Bidder is expected to work with us with agility, nimbleness and flexibility.
Broad contours of the Scope of Work ("Scope") for this consultancy assignment shall be as follows:

1. Advisory output on "Transformation Blueprint" for the areas covered under this assignment
2. Advisory output on "AI Agent Development Roadmap" for the corresponding AI Agents
3. Implementation Support for accepted recommendations

The Bidder's approach will always bear in mind that BYPL is not a greenfield venture but an existing going concern, so all recommendations shall be based after taking into consideration all the existing systems, processes, people, technology, regulatory and policy (DERC, CERC, MoP, GoNCTD, others like DPDP Act, etc.) framework. For any To-Be solution, the end-state identified must be realistic and the transition plan recommended must be practical.

C Part 1 of 3: Details on Scope of Work regarding Transformation Blueprint

C.1 Transformation Objectives and Strategic Focus

This will be the first and most important phase of the assignment, the output of which is broadly referred to as "Transformation Blueprint" entailing a set of multiple documents / deliverables.

The overarching objectives of the Transformation include:

- Establish Operational & Regulatory Performance Leadership.
- Build a Digital Intelligence-driven Utility
- Drive Structural Cost Efficiency
- Elevate Customer Experience and ensure Brand Recall.

These are overarching objectives; from above, this assignment shall contribute to them through the areas specifically allocated below. The Transformation Blueprint under this assignment will focus on the following areas:

1. Customer Experience
2. Digital Centre of Excellence
3. Cybersecurity Upgrade, especially in light of the large-scale smart meter rollout
4. Data Privacy and DPDP Compliance
5. AI Strategy, AI Agents Roadmap Formulation and Implementation Support for enabling development and go-live of AI Agents as needed to achieve the aforementioned objectives (eg, enhancing customer experience while eliminating a manual Call Centre)

Accordingly, the Bidder shall focus on the above areas, as summarised below:

SN	Theme	Key Value Levers – Indicative, Not Exhaustive
1	Customer Experience	Complaint reduction; customer service quality; digital self-service; contact-centre performance (eg, TAT, FTR, Escalations); BYPL brand reputation, Customer Satisfaction
2	Digital Centre of Excellence (separate from routine IT Operations)	Digital and AI capability development; IT / OT integration; enterprise data and platform architecture; shared services (in-house vs ring-fenced models); capability and capacity building for critical roles (eg, CDO, CISO); technology-enabled operational efficiency and related labour productivity
3	Cybersecurity Upgrade (future-ready for 100% smart meter scenario)	Cyber resilience; AMI, IT and OT security; regulatory compliance; incident detection and response; data protection; third-party and SI-related cyber-risk management
4	Data Privacy and DPDP	DPDP compliance; privacy governance; personal-data lifecycle management; consent and Data Principal rights; third-party

SN	Theme	Key Value Levers – Indicative, Not Exhaustive
	Compliance	processor compliance; anti-breach strategy and in case of breach the remedial action plan including emergency protocols, audit readiness with audit trail; compliance checklists with RACI matrix; techno-legal measures for data privacy, checks & control.

C.2 Document Harmonisation and Integrated Baseline Review

The Bidder must note that BYPL has already created, and is currently using, multiple documents / artefacts that guide and govern its in-flight multi-year transformation journey. The Bidder shall use these documents as the starting point and align its approach with them.

a As a first step, the Bidder shall harmonize these documents with respect to:

- Scope of work
- Process Owner / Stakeholder(s) / Partner Ecosystem
- Timelines
- Budget Allocation
- Technology Architecture

b This will lead to an integrated and aligned view of the journey that is already in-flight but has a legacy of multiple initiatives at various stages of planning and implementation. The existing documents include, inter alia:

- Multi-year digital transformation roadmap
- Annual Operating Plan(s)
- Smart Metering related tender, winning bid, and contract awarded thereof to the winning bidder (System Integration partner or SI)
- Dependency mapping between smart meter rollout milestones and IT system readiness milestones
- Existing data privacy / DPDP policies, assessments, data inventories, data-flow documentation and related compliance artefacts, wherever available

This deliverable shall also include:

1. Review of the SI scope and proposed solution stack to establish the overall technology architecture, system interfaces, integration requirements and implementation dependencies.
2. Assessment and validation of SI's proposed solution stack in terms of market suitability, technical adequacy, fitment within the overall technology landscape, data flows, cybersecurity, scalability and alignment with the proposed D-COE.
3. Assessment of readiness and gaps in the existing and proposed technology, data, integration and organisation landscape relevant to Customer Experience, D-COE, Cybersecurity and Data Privacy / DPDP Compliance.

4. Identification of overlaps, gaps and interdependencies with the other workstreams, including inputs required from, or to be provided to, the corresponding bidder, SI and BYPL teams.

Detailed business and functional requirements for the areas shall be provided by the corresponding bidder and incorporated as inputs into the consolidated technology and architecture assessment.

C.3 Value Tree, KPI/KRA and Dashboard Framework

The strategic intent behind the Transformation is Value Capture, defined from two perspectives:

1. Company Lens: The Value here is defined by:
- Revenue (increase)
- EBITDA (increase)
- Return on Investment / Capital Employed
- Expense (reduction in disallowance by Regulator)

2. Customer Lens: The Value here is defined by:
- Customer Complaints (reduction)
- Customer Service, and Customer Experience (improvement)
- Customer trust, data protection and service reliability (improvement)
- BYPL Brand Goodwill and Reputation (improvement)

The Bidder shall map the above value levers to the areas covered under this assignment and develop the corresponding value tree, identifying the key processes, inputs, outputs and causal linkages.

The value tree shall be translated into measurable KPIs / KRAs. For each area, the Bidder shall define a mutually agreed set of KPIs, together with:

- Baseline and month-wise Target Trajectory
- Lead and lag indicators
- Process Owners and RACI matrix
- Data source and measurement methodology, frequency and accuracy
- Appropriate level of granularity, such as DISCOM, Circle, Division, Sub-Division, Feeder, DT, Consumer, Transaction Channel or Communication System

For major KRAs, the Bidder shall facilitate formulation of medium-term aspirational goals based on the SMART methodology and supported by benchmarking with leading Indian and global utilities or comparable organisations.

The KPI and data requirements developed under this assignment shall form inputs to the consolidated BYPL-wide single dashboard architecture and integration approach under Section 0

The Bidder shall also map the regulatory obligations applicable to the areas covered under this assignment and assess BYPL's current compliance posture. The applicable framework may include, inter alia:

- DERC's (Delhi Electricity Regulatory Commission) all Supply Codes, Rules, Regulations, Guidelines, Orders, etc.
- CEA's regulations, policy guidelines, Metering Regulations 2006 (as amended)
- Digital Personal Data Protection Act, 2023 and as amended from time to time
- Electricity Act, 2003
- IT Act, 2000 and CERT-In directives
- Applicable MoP and GoNCTD policies and directions
- Applicable cybersecurity, data-protection, IT / OT and smart-grid standards and guidelines
- MOSPI (GoI) and MoP (GoI) guidelines or policy directives on nation-wide frame-work for DISCOM databases

Furthermore, the Bidder shall produce:

- A Regulatory Obligation Matrix mapping each obligation to the responsible BYPL owner, compliance status and required time-bound action
- Inputs for the consolidated DERC interaction calendar
- Privacy-related regulatory, KPI and data requirements as inputs to the enterprise Data Privacy and DPDP Compliance Framework under Section 0.

Cybersecurity compliance requirements and controls shall be addressed under Section 0.
Detailed DPDP gap assessment, privacy governance, consent and Data Principal rights, data-lifecycle requirements, third-party processing and compliance implementation shall be addressed under Section 0.

C.4 End-to-End Process Assessment and To-Be Design Framework
i. The Bidder shall review and assess the relevant As-Is processes under Customer Experience and the corresponding value levers, with respect to attainment of the aspirational goals.
The review and assessment will include, inter alia:

c As-Is baseline data and process performance
d Process gaps with respect to the aspirational end-state
e Technology, data-capture, data-quality and integration gaps
f Existing Process Owners, roles and accountability
g Existing customer segmentation, customer journeys, service channels, contact-centre arrangements, digital self-service capabilities, grievance-handling processes, and customer-facing consent, privacy notice and Data Principal rights mechanisms

ii. Based on the above assessment, the Bidder shall formulate the To-Be processes in consultation with BYPL Process Owners and senior management, with detailing down to at least L3 level.

Regulatory compliance, customer acceptability, cost-benefit analysis, technological feasibility, data privacy, organisational readiness and commercial viability shall be key considerations in evaluating the To-Be processes.
The To-Be Process design shall include:

h Process maps and narratives up to L3 level, covering key activities, decision points, system touchpoints, data inputs / outputs, Process Owner, RACI, control points and implementation prerequisites
i Business and functional requirements for technology solutions enabling the To-

Be Customer Experience processes, including relevant integration requirements

j To-Be data capture, data flow and data-model requirements

k Customer Segmentation Framework covering

- Segmentation criteria and methodology
- Data requirements and data sources
- Customer personas and priority segments
- Service needs, preferred channels and engagement approach
- Linkage with CRM, digital channels, contact centre, analytics and corresponding AI Agents
- Privacy, consent and permissible-use considerations

  Customer-facing privacy requirements identified under this section shall be aligned with the enterprise Data Privacy and DPDP Compliance Framework under Section 0.

l RACI matrix to establish clear Process Owners, responsibility centres and chain of accountability.

To establish clear ownership and accountability, the Bidder shall, among other things, facilitate at least two workshops per major area for co-designing the To-Be processes, culminating in decision logs that make the agreed action items trackable.

m Measurable KPIs mapped to the To-Be processes and Process Owners

n Recommended technology solutions must consider:

- Current-state system and architecture readiness
- Relevant prerequisites / interventions required to enable adoption
- Fit with the existing and proposed BYPL technology landscape
- Integration, interoperability and data requirements
- Cybersecurity, privacy and regulatory requirements
- Scalability, resilience, maintainability and vendor dependence
- Cost-benefit of the proposed interventions and subsequent technology adoption

o The phasing and timing of each To-Be process intervention shall, where relevant, take into account the following categorisation:

- Change driven largely by deploying smart meters at all consumers
- Change driven by process and IT improvement, irrespective of smart meters
- Change driven by process and IT improvement, in conjunction with smart metering at:

  ◊ Smart Metering down to DT level

  ◊ Smart Metering down to LT network level

  ◊ Smart Metering down to consumer level
- Customer's cybersecurity. Cybercriminals should not be able to commit online frauds that dupe BYPL's customers / Delhi residents by misusing their data lying in BYPL's custody, or by phishing / faking BYPL's identity /

brand / persona with mala fide intent to manipulate or cheat the customers / public especially using BYPL's name or artefacts

Accordingly, the Bidder shall create a Master Intervention Roadmap, including corresponding Gantt Charts, mapping all To-Be processes and enabling interventions within the areas covered under this assignment.

The roadmap shall suitably reflect dependencies with smart meter rollout, SI deliverables, technology and data readiness, cybersecurity controls, D-COE establishment, customer-channel migration, corresponding AI Agents, the consolidated dashboard, other workstreams and Implementation Support requirements.

C.5 Cybersecurity Architecture and Upgrade Roadmap

Cybersecurity shall be treated as an enterprise-wide requirement across BYPL's IT, OT and AMI landscape, including systems, applications, data flows, digital channels, cloud environments, AI solutions and third-party interfaces.

Cybersecurity controls required for protection of personal data and support of DPDP compliance shall be addressed under this section, while privacy governance, lawful processing, consent, Data Principal rights, data lifecycle and Data Processor obligations shall be addressed under Section 0.

Beyond the Cybersecurity AI Agent, which is an operational tool, the Bidder shall develop a comprehensive cybersecurity architecture and upgrade roadmap.

The Bidder shall:

i. Assess the current cybersecurity posture of BYPL's OT systems, including SCADA, DMS and field devices; IT systems, including ERP, CIS and billing; and the AMI ecosystem, including HES, MDMS, communications infrastructure and associated interfaces, as a baseline.
ii. Design the AMI cybersecurity architecture — including network segmentation, HES endpoint security, meter firmware integrity controls, and certificate management.
iii. Define security standards for SI-deployed field devices: meter firmware signing, secure boot, over-the-air (OTA) update security, and tamper detection.
iv. Recommend a Security Operations Centre (SOC) framework — whether dedicated, shared, or outsourced — that feeds the Cybersecurity AI Agent.
v. Map CERT-In compliance obligations and design an incident response playbook for smart grid cyber events.
vi. Assess forensic readiness for personal-data and privacy incidents, including adequacy of log availability and retention, breach-detection and escalation timelines, evidence preservation and incident investigation requirements in accordance with applicable laws and standards.
vii. Define the data demarcation boundary between the AMI network (OT) and the corporate IT network, with recommended controls at the boundary (firewalls, data diodes, DMZ architecture).
viii. Undertake a gap assessment against IEC 62443 for OT and ISO 27001 for IT, and align the recommendations with applicable CERT-In and MoP cybersecurity guidelines.
ix. Bidder must include a third-party cybersecurity risk assessment for the SI Partner and other material technology service providers, covering: (a) access controls and privilege management; (b) technical safeguards for personal and sensitive data handled by such parties; (c) security audit and assurance rights over third-party managed / deployed infrastructure; and (d) applicable contractual cybersecurity standards and

incident-management requirements. Privacy, Data Processor and other DPDP-related contractual obligations shall be aligned with the framework developed under Section 0.

x. Identify the cybersecurity controls, architecture requirements and implementation dependencies applicable to BYPL's systems, platforms, applications, data flows, integrations, digital channels, cloud environments, AI solutions and third-party interfaces.

xi. Identify the technical safeguards required to support data-protection and DPDP compliance, including, as applicable, identity and role-based access controls, privileged-access management, encryption, MFA, data-loss prevention, security logging and monitoring, data-security controls across cloud and on-premise environments, and incident detection and response.

xii. Prepare a prioritised Cybersecurity Upgrade Roadmap covering the target architecture, identified gaps, remediation actions, Process Owners, implementation sequence, dependencies, indicative timelines and monitoring requirements.

xiii. Define the (new and updated) role of CISO commensurate with all of the capabilities and requirements, along with detailed and specific Job Description, Candidate-Profile, talent-pool availability, enabling work-environment, latest tools and infrastructure as required for a state-of-the-art Information Security / Cybersecurity ecosystem

C.6 Data Privacy and DPDP Compliance Framework and Implementation Roadmap

Data Privacy and DPDP Compliance shall be treated as an enterprise-wide requirement across BYPL, covering personal data relating to consumers, employees, vendors, bidders and other relevant Data Principals, including personal data collected, stored, processed, shared or deleted through BYPL departments, applications, digital channels and third parties.

The Bidder shall undertake a comprehensive assessment of BYPL's current data-privacy posture against the Digital Personal Data Protection Act, 2023, applicable Rules / notifications and other relevant legal and regulatory requirements, and formulate the target governance framework, operating model and implementation roadmap. Key activities shall include:

i. DPDP Gap-Fit Assessment and Data Privacy Impact Assessment

p Conduct an enterprise-wide DPDP gap-fit assessment covering relevant departments including Business, Customer Care, HR, Contracts & Materials, Finance, Legal, IT, Smart Metering, Physical Security and other functions handling personal data.

q Facilitate workshops and interactions with BYPL Process Owners and relevant stakeholders to identify the nature, purpose and lifecycle of personal data collected, stored, used, shared, processed and deleted.

r Undertake discovery and classification of digital personal data across structured and unstructured sources, applications and relevant business processes.

s Prepare an inventory and data-flow view of personal data, identifying, inter alia, data source, purpose of processing, Process Owner / Data Owner, application / system, third-party sharing, retention requirements and applicable controls.

t Conduct Data Privacy Impact Assessment(s), as applicable, for material processing activities and identify associated privacy risks, control gaps and remediation requirements.

u Assess applicability of obligations relating to Data Fiduciary and, where relevant, Significant Data Fiduciary, and recommend the corresponding compliance actions.

v Assess existing mechanisms relating to consent, privacy notice, Data Principal rights, grievance redressal, retention / deletion, breach management and third-party processing.

w Identify potential personal-data leakage, misuse or unauthorized-processing scenarios and corresponding functional, process and governance gaps.

x Document assumptions, exclusions, exceptions and associated risks.

y Prepare a risk-ranked gap register with prioritized remediation actions.

ii. Data Privacy Governance and Operating Model

The Bidder shall formulate the appropriate enterprise privacy-governance framework for BYPL, including:

z Governance structure for oversight of DPDP compliance across BYPL;

aa Identification of relevant Business Stakeholders, Data Owners and Process Owners;

bb Roles and responsibilities of the Data Protection Officer, where applicable, grievance-related roles and other designated privacy responsibilities;

cc RACI and escalation mechanisms for privacy-related activities and incidents;

dd Periodic compliance review, monitoring and reporting mechanisms;

ee Integration with BYPL's Cybersecurity, Legal, IT, D-COE, Risk, HR, Customer Experience and other relevant governance arrangements; and

ff Continual review mechanism to incorporate changes in applicable law, Rules, notifications, advisories and regulatory requirements.

iii. Data Lifecycle, Consent and Data Principal Rights Framework

The Bidder shall develop / update the policies, processes, templates and operating requirements necessary for compliant handling of personal data, including, as applicable:

gg collection, processing, storage, use, sharing, retention and deletion of personal data;

hh privacy and data-protection policies;

ii consent collection, withdrawal, retention and audit trail requirements;

jj privacy and consent notices, including multilingual requirements where relevant;

kk processes for Data Principal rights, including access to applicable information, correction, erasure and grievance redressal;

ll Records of Processing Activities / equivalent processing records and associated data-flow documentation;

mm data classification and handling requirements;

nn breach-management and escalation processes;

oo cross-border processing / sharing requirements, where applicable;

pp service levels, escalation matrices and accountability mechanisms; and

qq other policies, processes, forms and records required for implementation and sustained compliance.

iv. Third-Party and Data Processor Compliance

The Bidder shall identify and assess third parties involved in collection, access, storage or processing of BYPL personal data and formulate an appropriate risk-based framework covering:

rr identification and classification of Data Processors and other relevant third parties;
ss risk assessment of third-party processing arrangements;
tt data-processing agreements and relevant contractual privacy clauses;
uu purpose limitation, access, storage, retention, deletion and return of personal data;
vv privacy and security obligations;
ww audit and compliance-assurance rights;
xx breach notification and escalation requirements;
yy cross-border processing requirements, where applicable; and
zz periodic compliance monitoring of material third-party processors.

Any sampling approach for third-party assessment shall be agreed with BYPL and supported by documented risk-based rationale.

v. Technology Enablement and Gap Closure
The Bidder shall assess the technology capabilities required for effective DPDP compliance and identify the extent to which these requirements can be met through BYPL's existing, in-flight or formally planned systems and solutions.
The Bidder shall:
aaa identify functional and integration requirements for consent management, privacy notices, Data Principal rights, grievance handling, processing records and related compliance workflows;
bbb review requirements across relevant applications, websites, mobile applications and offline-to-digital processes;
ccc assess gaps relating to data discovery, classification, access governance, information-rights management, retention / deletion and privacy-related monitoring;
ddd assist in defining configuration / customisation requirements for existing applications and platforms;
eee identify incremental technology requirements only where existing or committed capabilities are inadequate;
fff define the evaluation criteria and, where specifically approved by BYPL, the scope and approach for Proof of Concept of suitable technology solutions for uncovered requirements; and
ggg coordinate with the Cybersecurity scope under Section C.5 for technical safeguards such as access control, encryption, MFA, DLP, logging, monitoring and incident response.
Any recommendation for additional technology shall consider existing BYPL and SI capabilities and shall avoid duplication of functionality already available, under implementation or formally committed.

vi. Training, Awareness and Change Management
The Bidder shall prepare a role-based privacy awareness and capability-building programme covering, as applicable:
hhh senior management;
iii DPO / designated privacy and grievance roles;

jjj Data Owners and Process Owners;

kkk employees handling personal data;

lll relevant technology, cybersecurity and operational teams; and

mmm third-party-facing functions.

The programme shall include role-based training, employee awareness sessions, refresher requirements, induction material and privacy-incident / breach-response tabletop or simulation exercises. The Bidder shall also prepare suitable training content and communication material that may be incorporated into BYPL's learning and awareness channels.

Vii. Compliance Monitoring, Audit Readiness and Implementation Verification Framework
The Bidder shall establish a framework for ongoing DPDP compliance assurance, including:

nnn compliance dashboard and periodic reporting;

ooo tracking of identified gaps, remediation actions, Process Owners and due dates;

ppp evidence requirements for demonstrating implementation;

qqq assessment of audit readiness;

rrr methodology and evidence requirements for validation of closure of material gaps identified during the initial assessment;

sss framework for review and verification of implementation of agreed privacy controls, processes and workflows; and

ttt criteria and reporting format for the final implementation-readiness / compliance-verification assessment to be undertaken during the Implementation Support phase.

The Bidder shall also support BYPL in responding to new Rules, notifications, advisories or other applicable requirements issued during the assignment period.

viii. Define the (new) role of Compliance Head, along with Job Description, Candidate Profile, talent-pool availability, enabling work-environment, tools and infrastructure, commensurate with all the aforementioned capability requirements

ix Design to-be processes that enable and ensure that data privacy of customer data leads to avoidance of cybercrime / online fraud / cheating of customers / public at large involving BYPL's brand / identity/ artefacts / persona.

The DPDP roadmap shall clearly identify immediate compliance actions, medium-term remediation, technology dependencies, Process Owners, target timelines and linkages with Customer Experience, Cybersecurity, D-COE, SI solutions, AI Agents and ongoing or planned workstreams at BYPL.

C.4 Organisation and Capability Requirements
The Bidder shall assess and recommend the organisation, governance, roles and specialist capabilities required for effective implementation and sustained operation of Customer Experience, Cybersecurity and Data Privacy / DPDP Compliance. The assessment shall include:

i. Roles and interfaces across BYPL, including new roles based on specialist skills and domain expertise needed, including but not limited to Chief Digital Officer, Chief Information Security Officer, DPDP-Compliance Head.

ii. Key responsibilities, competencies and capability gaps by comparing in-house talent pool vis-à-vis new capability requirements, and recommendation for augmenting in-house talent pool externally where needed

iii. Data Privacy / DPDP roles and capability requirements, including, as applicable, Data Protection Officer, Data Owners, Process Owners, grievance-related roles and other designated privacy responsibilities

iv. Internal capability development versus recruitment, specialist partners or managed services

v. Training, certification, knowledge-transfer and adoption requirements

vi. Interfaces with Legal, IT, Cybersecurity, HR, Customer Experience, the SI, technology partners, outsourced service providers, the bidder appointed for the other workstreams and other bidders

vii. The organization structure, governance, staffing approach and capability build-out for the D-COE shall be covered under Section 0.

C.7 Vision, Roadmap and To-Be State for Digital Centre of Excellence (D-COE)

It is planned that the traditional IT organization carrying out routine IT operations, in synergy with the AMI vertical being augmented, analytics capability, cybersecurity function, data-governance capabilities, cloud / infrastructure capabilities and the new AI Agent capability being envisaged, shall together evolve into a Digital Centre of Excellence as a common shared service across BYPL. All new capabilities being designed in this assignment shall be housed inside the newly proposed DCOE; routine IT operations will need to be evaluated in terms of their fitment into DCOE.

The Bidder is required to study the legacy systems and organization structure of BYPL, assess current capability gaps, undertake peer benchmarking with at least three progressive utilities / comparable organizations, and recommend the most appropriate structure for BYPL that is grounded in the practical reality here.

The Bidder shall recommend the D-COE vision, structure, governance model, staffing approach, capability build-out plan, phasing and transition roadmap for BYPL. This will include: (a) D-COE technology architecture blueprint covering OT/IT integration, data platform, AI/ML infrastructure and relevant data-governance / privacy interfaces; (b) D-COE governance model including reporting line, funding mechanism and shared services model between BYPL; (c) phased transition plan from the current IT organisation to the D-COE, including (new) roles, capability requirements and timeline; (d) best organisation structure / legal entity for DCOE whether in-house or ring-fenced.

The D-COE design shall define appropriate interfaces with the Data Privacy / DPDP governance framework under Section 0, including data ownership, data governance, privacy-by-design, access governance and coordination with the DPO / designated privacy function, without duplicating the statutory or functional responsibilities assigned under the DPDP framework.

C.8 Consolidated Dashboard Architecture and Integration

The Bidder shall recommend the overall technology architecture, platform and integration approach for the consolidated executive dashboard.

The Bidder shall incorporate the KPI definitions, business requirements, data requirements and module-level inputs developed under this assignment, including relevant Data Privacy /

DPDP compliance indicators, and corresponding inputs from the other consultancy assignments, into the consolidated dashboard framework.
The scope under this section shall be limited to:

- Recommendation of the suitable dashboard / business-intelligence platform
- Common data-flow and system-integration architecture
- User-access, information-security and scalability requirements
- Integration of the relevant modules and requirements that interface
- Incorporation of relevant Data Privacy / DPDP compliance, remediation and readiness indicators, including ownership and status of material compliance actions, where approved by BYPL

Detailed KPI formulation and functional module design shall not be repeated under this assignment. Dashboard components already included in the SI scope shall be treated as existing inputs and shall only be incorporated, where required, into the consolidated dashboard architecture.
Detailed consent management, Data Principal rights workflows, ROPA / processing records, privacy-incident management and other DPDP operational processes shall remain within the respective source systems / compliance processes and shall not be recreated within the consolidated dashboard.

D Part 2 of 3: Details on Scope of Work regarding <u>AI Agent Development Roadmap</u>

The AI Agent Development Roadmap shall be closely linked to the Transformation Blueprint. AI Agents are not envisaged as standalone technology tools, but as embedded digital capabilities that support the target operating model, process redesign, data architecture, D-COE, cybersecurity framework and dashboard requirements.
All AI Agents and associated use cases involving personal data shall be designed and assessed in accordance with the Data Privacy and DPDP Compliance Framework under Section C.6, including requirements relating to lawful and permissible processing, purpose limitation, data minimisation, consent where applicable, Data Principal rights, access controls, retention, auditability, third-party processing and privacy-by-design.

BYPL has planned to incorporate Agentic AI in the following core functions in the form of AI Agents:

SN	AI Agent	Illustrative Function
1	Customer Care Conversational Agent	AI-powered multi-channel conversational assistance across WhatsApp, IVR, App and other relevant channels, integrated with customer-service, complaint and service-request processes, with seamless human escalation.
2	Cybersecurity AI Agent	Behavioural anomaly detection and response orchestration across the AMI, IT and OT landscape, using telemetry and alerts from applicable cybersecurity systems and controls.

As a first step, the Bidder shall map each proposed AI Agent and its constituent use cases against capabilities already available, under implementation or formally planned by BYPL, including those covered under the SI scope and BYPL-led initiatives.

Capabilities already available or committed shall be treated as the baseline and shall not be duplicated. The Bidder shall focus on identified gaps, integration and orchestration requirements, human-in-the-loop workflows, governance and any incremental capabilities specifically approved by BYPL.

i. Accordingly, the Bidder shall recommend the roadmap for adoption, integration, operationalisation and, where required, development and deployment of the AI Agents covered under this assignment. The Bidder shall ensure that:

a The AI Agents are designed as an integral part of the relevant To-Be processes and day-to-day working of BYPL functionaries, rather than as standalone technology tools.

b The exact number, scope and functions of the AI Agents are finalised mutually based on the Transformation Blueprint

c Bidder must include an 'AI Readiness Assessment' as the first deliverable in Part 2 — covering: (a) data quality and availability per agent; (b) IT architecture readiness (APIs, integration layer); (c) team capability and upskilling needs; (d) governance framework for AI model management, including model drift, explainability and audit trail; (e) data privacy and DPDP readiness, including identification and permissible use of personal data, applicable consent / notice requirements, access controls, retention and third-party processing considerations; and (f) dependencies on the enterprise data, digital, privacy and AI architecture being developed across BYPL.

d For each AI Agent, the roadmap shall include: (a) functional scope; (b) data requirements and readiness assessment; (c) mapping with existing, in-flight and formally planned capabilities; (d) identified gaps; (e) integration and orchestration requirements; (f) governance, cybersecurity, privacy / DPDP and performance requirements; and (g) implementation timeline.

e For uncovered or incremental capabilities approved by BYPL, the Bidder shall recommend the appropriate technology approach, partner ecosystem, implementation phasing and budget, including the applicable three-year Total Cost of Ownership.

E Part 3 of 3: Implementation Support of Recommendations Formulated in Part 1 and Part 2, and any additional initiatives identified thereof

From the start of Month 5, the Bidder shall work hands-on with BYPL counterparts to enable, facilitate and ensure that the accepted recommendations under the areas covered in this assignment are executed effectively, including closure of agreed Data Privacy / DPDP compliance gaps, leading to successful outcomes and measurable improvement in KPIs / compliance readiness.

The Implementation Support shall be undertaken under the governance of BYPL and / or the appointed PMO agency and in coordination with the SI, the bidder appointed for the other workstreams and other relevant stakeholders.

E.1 The scope of work for Implementation Support shall include:

i. Establishing the Implementation Support team based on the specific list of projects / initiatives signed off by BYPL leadership for execution; this team shall work as an extended arm of BYPL team.

The Bidder's Implementation Support Team shall include at least the following : Part-time (50% deployment), resident-at-client-sites resources who shall hold fort continuously from Advisory Phase (Day 1 onwards) till the completion of Implementation Support Phase: 1. Overall Project Lead, 2. BYPL Nodal Rep, 3. Domain Experts on need basis from time to time, depending on the specific initiatives, their phasing, sequencing and timing.

ii. Work closely on a day-to-day basis with all BYPL counterparts, as well as the SI responsible for smart metering, the bidder appointed for the other workstreams and other relevant stakeholders, in relation to the agreed implementation initiatives.

iii. The exact scope of work for the Implementation Phase will be detailed out and finalized by BYPL and communicated to the Bidder by the end of Month 3 (out of 4 months) of the advisory phase. At the minimum, it will include the following initiatives:

- Implementation of accepted To-Be customer journeys, customer-service processes, digital-channel interventions and Customer Segmentation Framework
- Establishment and operationalisation of the approved D-COE structure and operating model
- Implementation of accepted cybersecurity architecture, controls and Cybersecurity Upgrade Roadmap
- Implementation of the accepted Data Privacy and DPDP Compliance Framework and remediation roadmap, including privacy governance, policies and processes, data inventory / processing records, consent and privacy notices, Data Principal rights, retention / deletion requirements, third-party Data Processor controls and compliance-monitoring mechanisms
- Closure of approved DPDP technology and system gaps, including configuration / customisation of existing applications and, where specifically approved by BYPL, implementation or Proof of Concept of incremental capabilities for consent management, privacy notices, Data Principal rights, data classification and other identified requirements
- Validation of implementation and closure of material DPDP gaps, including maintenance of implementation evidence, compliance dashboards / reports, audit-readiness support and final implementation-readiness / compliance-verification assessment
- Implementation of the organisation, governance, specialist-role and capability recommendations under this assignment
- Operationalisation of the consolidated dashboard architecture and integration approach
- Integration, validation and operationalisation of the Customer Care Conversational Agent and Cybersecurity AI Agent, or other AI Agents mutually finalised under this assignment and, where specifically approved by BYPL, development and deployment of uncovered or incremental capabilities.
- Support for business and technology readiness, functional and technical validation, UAT coordination and closure of dependencies relating to SI solutions relevant to this assignment

- Support for integration across AMI, HES, MDMS, CIS / billing, CRM, contact centre, digital channels, IT, OT, data platforms and other applicable systems
- Support for vendor / partner selection, solution evaluation, implementation planning, knowledge transfer and specialist support relating to the areas covered under this assignment, including Data Privacy / DPDP requirements where additional capabilities are specifically approved by BYPL

For Data Privacy / DPDP Compliance, the Bidder shall sequence and accelerate implementation activities, where required, to ensure readiness within applicable statutory, regulatory or Government-notified timelines. Such requirements shall take precedence over the general sequencing of implementation activities under this assignment.

F Timelines (from a mutually agreed zero date)

1. Transformation Blueprint: 4 Months
2. AI Agent Development Roadmap: 4 Months, to run concurrently with the Transformation Blueprint
3. Implementation Support: Up to March 2027, extendable to March 2028 basis mutual agreement

Notwithstanding the above, the initial DPDP Gap-Fit Assessment and Data Privacy Impact Assessment shall be completed by Week 4 from the mutually agreed zero date. The subsequent DPDP remediation and implementation activities shall be suitably prioritised and sequenced to ensure BYPL readiness within applicable statutory, regulatory or Government-notified timelines.

The Bidder shall coordinate with the SI Partner, the bidder appointed for the other workstreams, the appointed PMO agency and BYPL Project teams to ensure timely completion of the assignment, including all key milestones and interdependent activities.

Annexure 1: List of Documents to be shared by BYPL with the Bidder

SN	DISCOM	Document
1.	BYPL	Business Plan for FY 2026-27 to FY 2030-31 (Vol. 1 and Vol.2)
2.	BYPL	Digital Roadmap for BYPL (December 2025)
3.	BYPL	Annual Operating Plan FY 2026-27
4.	BYPL	Detailed Project Report for Smart-metering and related communications
5.	BYPL	RFP and Proposal of System Integrator for Smart-metering (20 lakh smart-meters)
6.	BYPL	Concept note on Digital Centre of Excellence (D-COE)
7.	BYPL	Existing Data Privacy / DPDP-related policies, procedures, assessments, data inventories / data-flow documentation and other relevant compliance artefacts, Information Security Policy, and all other such policies or processes that may be notified during the Advisory Phase
8.	BYPL	Available information on applications, business processes and material third parties involved in collection, use, storage, sharing or processing of personal data, including relevant contractual arrangements, where available

Annexure 2: List of Deliverables

SN	Deliverable	Description	Timeline
28	**Document Harmonization and Integrated Baseline Review**	• Review and harmonisation of existing BYPL documents / artefacts listed in Annexure 1 • Detailed review of the SI scope and proposed solution stack • Alignment across scope, stakeholders, timelines, budget, technology architecture and implementation dependencies • Identification of overlaps, gaps and interdependencies with other workstreams, including Data Privacy / DPDP, Cybersecurity, D-COE and SI-related dependencies	Week 3
29	**Value Tree, KPI/KRA and Aspirational Goal Framework**	• Value-capture framework and KPI/KRA hierarchy for the areas covered under this assignment • Baseline, ownership, measurement logic and lead / lag indicators • Benchmarking with relevant Indian and global utilities or comparable organisations • Medium-term SMART aspirational goals • KPI and data requirements for incorporation into the consolidated executive dashboard	Week 8
30	**Customer Experience As-Is Assessment**	• Current-state assessment of customer journeys, customer-service processes, grievance handling, contact centre and digital channels • Assessment of existing Customer Segmentation and digital-service maturity • Review of relevant technology, data, interfaces and Process Owners • Baseline KPI and value-lever mapping	Week 8
31	**Customer Experience To-Be Operating Model and Transformation Blueprint**	• To-Be customer journeys, customer-service processes and digital-channel interventions • Cybersecurity and prevention of cybercrime from BYPL’s customers’ perspective	Week 12

SN	Deliverable	Description	Timeline
		• L3 process maps / narratives, system touchpoints, data inputs / outputs, Process Owners, RACI and implementation prerequisites • Business and functional requirements for enabling technology and SI solutions • Relevant organisation and capability requirements for Customer Experience	
32	**DPDP Gap-Fit Assessment and Data Privacy Impact Assessment**	• Enterprise-wide DPDP gap-fit assessment across relevant functions, applications, business processes and third parties • Discovery and assessment of personal data, data flows and processing activities across consumers, employees, vendors / bidders and other relevant Data Principals • Data Privacy Impact Assessment(s), as applicable • Assessment of applicability and obligations of Data Fiduciary / Significant Data Fiduciary • Assessment of existing consent, notice, Data Principal rights, retention / deletion, breach-management and third-party processing arrangements • Risk-ranked gaps, observations and prioritised remediation actions	Week 4
33	**Regulatory and Data Privacy / DPDP Compliance Framework**	• Regulatory Obligation Matrix applicable to the areas covered under this assignment • Enterprise Data Privacy / DPDP Compliance Framework covering governance, roles and responsibilities, personal-data lifecycle, consent and privacy notices, Data Principal rights, grievance redressal, retention / deletion, processing records and third-party / Data Processor obligations • Policies, processes, templates and governance requirements necessary for sustained DPDP compliance • Defined ownership and accountability for applicable regulatory and DPDP	Week 12

SN	Deliverable	Description	Timeline
		compliance obligations • Inputs for the consolidated DERC interaction calendar	
34	**DPDP Implementation Readiness and Remediation Roadmap**	• Prioritised implementation and gap-closure roadmap, including Process Owners, dependencies and target timelines • Requirements for consent management, privacy notices, Data Principal rights, processing records, data classification and other identified compliance workflows • Assessment of existing / planned technology capabilities and identification of incremental technology or configuration requirements, where required • Third-party / Data Processor compliance and remediation requirements • Training, awareness and capability-building plan • Compliance monitoring, reporting, audit-readiness and implementation-verification framework	Week 17
35	**Cybersecurity Architecture and Upgrade Roadmap**	• Current cybersecurity posture and gap assessment across IT, OT and AMI • Target cybersecurity architecture and controls • Cybersecurity compliance and control matrix • SOC framework and incident-response approach • IT / OT / AMI network-demarcation and third-party cybersecurity-risk framework • Technical safeguards and forensic / incident-readiness requirements relevant to protection of personal data and DPDP compliance • Prioritised remediation and implementation roadmap • Cybersecurity organisation, specialist-role, competency, training and capability-development requirements	Week 17

SN	Deliverable	Description	Timeline
36	**D-COE Vision, Structure and Transition Roadmap**	• D-COE vision, structure and governance model including recommendation of in-house vs ring-fenced structure for DCOE • Technology architecture covering OT / IT integration, data platform and AI / ML infrastructure • Capability requirements and staffing approach, including new roles of CDO, CISO and Compliance Head • Shared-services model across BYPL • Interfaces with enterprise data-governance, cybersecurity and data-privacy arrangements • Phased transition roadmap from the current organisation to the proposed D-COE	Week 17
37	**AI Agent Strategy and Development Roadmap**	Roadmap for the AI Agents covered under this assignment, including AI Readiness Assessment, use-case validation, functional scope, data requirements, mapping with existing, in-flight and formally planned capabilities, gap assessment, integration and orchestration requirements, governance including applicable cybersecurity and data-privacy / DPDP requirements, performance requirements, phasing and implementation timeline. ***Note:*** *Build versus buy versus configure assessment, vendor shortlisting and three-year Total Cost of Ownership shall be provided only for uncovered or incremental capabilities specifically approved by BYPL.*	Week 17
38	**Multi-Year Transformation Roadmap and Implementation Plan**	• Phased roadmap across Customer Experience, D-COE, Cybersecurity, Data Privacy / DPDP Compliance, corresponding AI Agents, organisation and capability requirements, regulatory compliance and consolidated dashboard integration, including dependencies with the SI, smart meter rollout and other workstreams • Consolidated dashboard architecture, platform and integration approach, including common data flows, system interfaces, user-access, information-	Week 17

SN	Deliverable	Description	Timeline
		security and scalability requirements • Integrated sequencing of DPDP remediation actions, compliance milestones, technology dependencies and implementation priorities with the other transformation workstreams	
		Sub-total for Transformation Blueprint and AI Agent Development Advisory	**End of Week 17**
39	**Implementation Support for Accepted Recommendations**	Hands-on implementation support for initiatives approved by BYPL arising from the Customer Experience Transformation Blueprint, Cybersecurity Upgrade Roadmap, **Data Privacy / DPDP Compliance Framework and Remediation Roadmap**, D-COE Roadmap, AI Agent Development Roadmap and any additional initiatives specifically identified by BYPL within the areas covered under this assignment. ***Note:*** *For Data Privacy / DPDP Compliance, implementation support shall include, as applicable, closure of agreed gaps, implementation of approved policies / processes / workflows, consent and Data Principal rights mechanisms, third-party / Data Processor controls, system configuration / customisation, training and awareness, compliance monitoring, audit-readiness and implementation-verification support.*	Month 5 onwards, as per initiative-wise plan approved by BYPL; one Monthly Status Report at the end of each Calendar Month

SECTION VI - PRICE BID

SECTION VI
PRICE FORMAT

SN	Particulars	Unit	Qty	Rate	Amount
1	Total All Inclusive Fee for Advisory Phase (Month 1 to Month 4)	LS	1		
2	Monthly Rate for Implementation Support Phase (Month 5 onwards)	Per Month	14		
TOTAL					
GST @18%					
TOTAL AMOUNT I/C GST					

Note: The Implementation Support shall be payable based on the actual period for which the services are availed, at the monthly rate quoted by the bidder. For the purpose of comparative evaluation of the price bids only, an indicative period of **14 months** shall be considered. The 14-month period shall not constitute a commitment or minimum guaranteed period for payment.

SECTION VII : VENDOR CODE OF CONDUCT

Purchaser is committed to conducting its business in an ethical, legal and socially responsible manner. To encourage compliance with all legal requirements and ethical business practices, Purchaser has established this Vendor Code of Conduct (the "Code") for Purchaser's Vendors. For the purposes of this document, "Vendor" means any company, corporation or other entity that sells, or seeks to sell goods or services, to Purchaser, including the Vendor's employees, agents and other representatives. Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates. This Code encourages Vendors to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility.

I. Labour and Human Rights

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

- Fair Treatment - Vendors must be committed to a workplace free of harassment. Vendors shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse or unreasonable restrictions on entering or exiting company provided facilities.
- Antidiscrimination - Vendors shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination. Vendors shall not require a pregnancy test or discriminate against pregnant workers except where required by applicable laws or regulations or prudent for workplace safety. In addition, Vendors shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.
- Freely Chosen Employment - Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.
- Prevention of Under Age Labour - Child labour is strictly prohibited. Vendors shall not employ children. The minimum age for employment or work shall be 15 years of age, the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. This Code does not prohibit participation in legitimate workplace apprenticeship programs that are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.
- Juvenile Labour - Vendors may employ juveniles who are older than the applicable legal minimum age for employment but are younger than 18 years of age, provided they do not perform work likely to jeopardize their

heath, safety, or morals, consistent with ILO Minimum Age Convention No. 138.

- Minimum Wages - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner.
- Working Hours - Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.
- Freedom of Association - Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Vendors are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.

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

The health and safety standards are:

- Occupational Injury and Illness - Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate their causes; and e) facilitate return of workers to work.
- Emergency Preparedness - Emergency situations and events are to be identified and assessed, and• their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Occupational Safety - Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

- Machine Safeguarding - Production and other machinery is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Industrial Hygiene - Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- Sanitation, Food, and Housing - Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labour agent are to be maintained clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, and adequate heat and ventilation and reasonable personal space along with reasonable entry and exit privileges.
- Physically Demanding Work - Worker exposure to the hazards of physically demanding tasks,• including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

III. Environmental

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

The environmental standards are:

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

- Environmental Permits and Reporting - All required environmental permits (e.g. discharge• monitoring) and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

IV. Ethics

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

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

V. Management System

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

The management system should contain the following elements:

- Company Commitment - Corporate social and environmental responsibility statements affirming Vendor's commitment to compliance and continual improvement.
- Management Accountability and Responsibility - Clearly identified company representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.
- Legal and Customer Requirements - Identification, monitoring and understanding of applicable laws, regulations and customer requirements.

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

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

Appendix- I : COMMERCIAL TERMS AND CONDITIONS

SI No	Item Description	BYPL Terms and Conditions	BIDDER'S CONFIRMATION
1	Validity of Price	180 days from the due date of submission or amended due date of submission	
2	Price basis	Prices shall be inclusive of GST and firm	
3	Payment terms	As per clause in SECTION III SPECIAL CONDITIONS ON CONTRACT (SCC), Clause No. 7. TERMS OF PAYMENT.	
4	Contract Period	18 months from the date of issuance of LOI/order whichever is earlier	
6	Penalty for delay	As per clause in SECTION – IV, GENERAL CONDITIONS OF CONTRACT (GCC), Clause No. 10. LIQUIDATED DAMAGE	
7	Contract Performance Bank Guarantee	As per clause in SECTION III SPECIAL CONDITIONS ON CONTRACT (SCC) Clause No. 6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG)	

Appendix- II : 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

<u>Note:-</u>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.

APPENDIX III : BID FORM

To,

Head of Department
Contracts & Material Deptt.
BYPL Yamuna Power Ltd
New Delhi 110019

Sir,

1 We understand that BYPL is desirous of execution of ………………………………………………………………………(Name of work)

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Terms and Conditions and technical specifications for the sum indicated in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we under take to deliver the entire goods as) as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.

4 If our Bid is accepted, we will furnish a contract performance bank guarantee for an amount of 10% (Ten) percent of the order value exclusive of GST for due performance of the Contract in accordance with the Terms and Conditions.

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

5 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.

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

7 We understand that you are not bound to accept the lowest, or any bid you may receive.

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

Dated this.............................. day of... 20…..

Signature.. In the capacity of

……………………………..duly authorized to sign for

and on behalf of
(IN BLOCK CAPITALS)...

APPENDIX – VI : LITIGATION HISTORY

Year	Name of Work	Details of contract & date	Cause of Litigation/ arbitration and dispute	Disputed amount

APPENDIX – VII : CURRENT CONTRACT COMMITMENTS/ WORK IN PROGRESS

Year	Name of work	Details of contract & date	Value of outstanding work	Estimated completion date

APPENDIX – VIII : FINANCIAL DATA

(Duly Certified by Chartered Accountant)

	Actual in previous 5 financial years				
	FY 25-26	FY 24-25	FY 23-24	FY 22-23	FY 21-22
Total assets					
Current assets					
Total Liability					
Current Liability					
Profit before taxes					
Profit after taxes					
Sales Turnover					

APPENDIX-IX : PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE

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

This Guarantee made at ________ this [___] day of [_____] 2026

1. WHEREAS **M/s BSES Yamuna Power Limited**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at **Shakti Kiran Building, Karkardooma, New Delhi-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 "Bidder", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.

3. AND WHEREAS as per clause ____of General Conditions of Contract, the Bidder is obliged to provide to the Company an unconditional contract performance bank guarantee for an amount equivalent to 7.5% of the total initial average 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 Bidder the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Company any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]…………………(in words) without any demur, reservation, contest or protest and/or without reference to the Bidder and without the Company needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

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

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

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

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

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

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

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

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

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

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

12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to ___________________ (insert an amount equal to 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 Bidder shall not discharge our liability hereunder.

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

16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India. Dated this ………… day of ………….. …2026 at …………….

(Signature)
....

(Name)
....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.......................

Date......................................

Beneficiary's bank detail with IFSC Code:

1. Beneficiary Name	: BSES Yamuna Power Limited
2. Name of the Bank	: State Bank of India
3. Bank Account No:	:10277791808
4. IFSC Code:	: SBIN0009601

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

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

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

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

<u>**APPENDIX**-X : FORMAT FOR PRE BID QUERY SUBMISSION</u>

S. No	Query Type Technical/ Commercial	Page No	Clause No	BYPL Clause	Bidder Query	Bidder Company Name	Bidder Contact Person	Bidder Contact No	Bidder Email ID
1									
2									
3									

APPENDIX-XI : NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT – VENDOR / SERVICES

This agreement, made this ____ day of _________, 20___, at _________

BETWEEN

BSES Yamuna Power Limited, a power utility Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Shakti Kiran Building, Karkardooma , New Delhi-110032 (hereinafter referred to as "**BYPL**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) and

AND

<Client Company Name>……………………………………...............................……………………………., a Company incorporated under the provisions of the Companies Act, <Year>........... and having its registered office at <Client Company Address>

......………………………...………………...……………………………… …….., (hereinafter referred to as "<Vendor"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and assigns) of the Other Part;

WHEREAS:

"BYPL" a power utility Company is engaged in the business of Distribution of Electricity

A. "BYPL" requires the services of "<Client Company Name>………………………………………." for providing solutions which shall broadly focus on <purpose>…………………………………………………….. (hereinafter referred to as the "**Purpose**")

B. In the process of providing the services / proof of Concept for the purpose, BSES would provide and hand over to the "<Client Company Name>"………………………………………………………………… the personal, sensitive, confidential data, and Proprietary Information and Data relating to business operations of BSES, its customers and business associates and also technical and technological information and secrets belonging to BSES, its customers and business associates

C. BYPL desires to protect the said confidential and proprietary information and data as the disclosure of confidential information of BYPL to the industry, general public, or third parties could seriously jeopardize the intellectual property rights/ any other rights of BYPL.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term "PERSONAL INFORMATION" and "SENSITIVE PERSONAL DATA" shall have the meaning as provided in The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or as assigned in any other law in India and as amended from time to time.

2. The term "CONFIDENTIAL INFORMATION" shall include any confidential / proprietary / non-public information relating to the business of the respective parties, including but not limited to samples, formulae, manufacturing/development processes, specifications, drawings and schematics, however, the "Confidential Information" shall mean and include the technical and technological information and secrets relating to software, computer system, equipment, local area network and wide area network, network infrastructure and equipment, network designs/architecture, system passwords, login-ID's and commercial , marketing, financial and other information, data, ideas, programs, operations, processes and documents relating to the business or technology of (the "BYPL") or any of its affiliates which is disclosed either prior to or after the date of this Agreement by parties i) to each other ii) either of its affiliates or iii) a third party on or behalf of the BYPL or any of its affiliates, to the other party (the "Vendor") either in oral or written form, or through any other form of communication, and which was designated to be confidential and proprietary and shall include this Agreement as well as the intention of parties to explore the entering into of a business relationship with each other.

3. **ACCEPTANCE TO BYPL INFORMATION SECURITY POLICY**

   i. BYPL (BSES Yamuna Power Limited) has legal ownership of the contents of all files created, processed, stored on its computers/ network systems as well as the data/ email/ messages transmitted in its network.
   ii. BYPL reserves the right to access the information given to the Vendor/ Bidder for processing without prior notice whenever there is a genuine need.
   iii. BYPL may in order to ensure cyber security/ protection of its data/ resources monitor, access, retrieve and read the information originating/ transmitted/ terminating in its network irrespective of user.
   iv. All the users accessing the network of BYPL are encouraged not to share their personal information on the computer/ network of BYPL computers, resouces and removable disks. If Users choose to share such personal information, the information may be monitored at the risk of Users.
   v. All users/vendors/bidders must return or ensure secure destruction of BYPL information, storage media, documentation, and computer/networking equipment in a permissible manner, before they leave a particular assignment, either on transfer or on the end of the contract or resignation.

vi. The undersigned has read the Information security policies and procedures and understand the policies and procedures of BYPL. The undersigned agreed to abide by the information security policies and procedures described therein as a condition of continued employment / contract. The Vendor undertakes to abide by all the rules and regulations applicable to Personal/ Sensitive/ Confidential Data under the Information Technology Act, 2000, or any other law as applicable from time to time and also the direction issued by the Regulator, Delhi Electricity Regulatory Commission.

vii. The BYPL has all the rights to claim damages for any loss of Personal/ Sensitive/ Confidential data including any liability arising to the third party due to the default/ failure of the Vendor to protect such data in terms of present agreement. The liability arising out of such default shall include the litigation cost, liability payable to third party and also any loss of reputation/ goodwill caused to the BYPL.

viii. That the Vandor agrees that the Non-compliance of the terms of this agreement and/or any of the policy of BYPL associated with the privacy policy, can result in disciplinary actions, revocation of systems privileges and includes termination of agreements/services, if any, claim of damages and such other actions as specified in other clauses of this agreement or the principle agreement.

4. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

Notwithstanding anything contained herein, the obligation as to confidentiality herein shall not apply to the following, provided the VENDOR can establish the same with a competent proof, that:

a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by the BYPL;
b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by the BYPL to the VENDOR, was in public domain;
c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by the BYPL to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.
d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;
e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;
f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law;

The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

5. OBLIGATIONS OF THE VENDOR

a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of the BYPL (which consent may be withheld arbitrarily, and shall keep the same strictly confidential.
b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to any one other than those who are required to have such access for the purpose of the EVALUATION.
c. The VENDOR may disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.
d. The VENDOR shall notify the BYPL upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorised use of CONFIDENTIAL INFORMATION.
e. The VENDOR shall not, without the written permission of the BYPL, make copies of the CONFIDENTIAL INFORMATION, or any part thereof.
f. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify the BYPL about the same, so as to enable the BYPL to obtain appropriate protective order, if any. The VENDOR will exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to the BYPL arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.
g. The Vendor having access to Personal/ Sensitive/ Confidential data of BYPL shall apply security standards in a manner compatible to reasonable security standards as applied by the BYPL including ISO 27001 and other security policies and also in terms of Rule 8 of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The Vendors shall be responsible to ensure adherence to the security standards of all the access by their employees/ bidders etc
h. The Vendor shall securely delete the Personal/ Sensitive/ Confidential data which comes into its possession by virtue of this agreement and also sanitize the digital media as per the Security Policy of the BYPL.
i. The Vendor undertake to acquaint itself with the Information security policies and procedures and understand the policies and procedures therein which are published

in the intranet. The undersigned agreed to abide by the information security policies and procedures described therein as a condition of continued engagement/ contract.

6. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision by the VENDOR to not to continue with any any arrangement/ agreement or immediately upon the request of the BYPL, the VENDOR shall promptly return and/or procure the return of the CONFIDENTIAL INFORMATION, and all copies (whether or not lawfully made or obtained) of the same or any part of thereof, as well as all analysis, computations, studies or other documents or information prepared, which is based upon, contains or refers to or to any part of, the CONFIDENTIAL INFORMATION, to the BYPL or to any party designated by the BYPL in this behalf, or destroy the same as may be advised by the BYPL, and shall confirm by way of a written certificate to that effect to the BYPL, and also further confirm that the VENDOR has not reproduced or retained any samples, originals or copies of any part of the CONFIDENTIAL INFORMATION; except that the VENDOR could keep a single copy of the CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

7. TENURE OF THE AGREEMENT

The Agreement shall be valid for a period of ___________ years from the date thereof, or till parties enter into definitive Agreement of business relationship arising out of the or any earlier determination of this Agreement effected by the BYPL by requisitioning the return of the CONFIDENTIAL INFORMATION, whichever is earlier. The Vendor shall continue to be liable for any breach of Personal/ Sensitive/ Confidential data given by the BYPL even after the termination of main agreement.

8. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

The BYPL makes no representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed to the VENDOR, and accordingly no liability accrues to the BYPL for any damage, injury or loss resulting from the use of the CONFIDENTIAL INFORMATION.

9. RELATIONSHIP PRESUMPTIONS

a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with the BYPL.

b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any licence under any patents, trade marks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of the BYPL.

c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee between the parties hereto, or creating or authorising any party to create any commitment on behalf of the other party or any charge on the other party.

10. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The VENDOR understands and acknowledges that, due to the unique nature of the CONFIDENTIAL INFORMATION of the BYPL, any unauthorised disclosure of any portion thereof shall cause irreparable damage / injury to the interest of the BYPL and that monetary relief will not be adequate or complete remedy to compensate for such damage/injury. Accordingly, the VENDOR hereby acknowledges that the BYPL shall be entitled to injunctive relief and / or a remedy of specific performance in the event of any unauthorised disclosure by the VENDOR or by any of its said employees or the said associates, in addition to whatever remedies it might have in law or in equity.

11. ENTIRE AGREEMENT

This Agreement represents the intentions of the parties hereto, in entirety, on the subject matter hereof, and shall supersede anything outside this Agreement relating to the subject matter hereof.

12. SEVERABILITY

If any part of this Agreement becomes or is discovered to be unlawful and / or unenforceable, and if the remaining Agreement could be separated from such part, then the remaining Agreement shall be deemed to continue in such reduced form.

Non-assignment - Save as expressly agreed by the parties hereto in writing, no right or obligation under this Agreement can be assigned to any other party.

Waiver - No waiver or modification of this Agreement will be binding upon the parties unless made in writing and signed by a duly authorised representative of such parties. Further, failure or delay in enforcing any right under this Agreement shall not amount to a waiver of such right.

Modifications - This Agreement may not be modified except in writing, signed by the parties hereto, through their duly authorised representatives.

Jurisdiction & Arbitration - This Agreement shall be governed by and construed in accordance with the Laws of India (without reference to the rules relating to the conflict of laws), under the jurisdiction of the Courts at Delhi.
Any dispute or difference with respect to the construction or interpretation of any of the clauses hereof, or as to the meaning or effect thereof, which could not be resolved amicably between the parties hereto, shall be referred to arbitration. The arbitration

shall be governed by the Arbitration and Conciliation Act, 1996, as amended or re-enacted. Each party hereto shall appoint one arbitrator. Both these arbitrators shall jointly appoint a third arbitrator. The Venue of arbitration shall be Delhi. The fees of the arbitrators shall be shared equally.

Related Party Acts -

a. Any act or omission which if it were an act or omission of the VENDOR would be a breach of this Agreement on its part, be deemed to be such an act or omission for which the VENDOR is responsible when done or omitted to be done by a third party, if –

i) such third party is controlled by or controls, the VENDOR, or

ii) both, such third party and the VENDOR, are under the common control of any other party

Two originals

This Agreement shall be executed in three copies, each of which shall constitute an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorised representatives, as on the date hereof.

For _____________________________________ _____________________________________ (name & title) Witnesses: 1.	For <Client Company> _____________________________________ _____________________________________ (name & title) Witnesses: 1. 2.

2.	

****** End of BYPL NDA (Services) ******

APPENDIX-XII : 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	Net Worth (Rs Cr.)	
25	Bank Guarantee Limit (in Cr.)	
26	Over Draft/Cash Credit Limit (in Cr.)	
27	Present Order Booking (Rs Cr.)	
28	Order executed with Reliance ADA (Rs Cr.)	
29	Name & Detail of relative working in BYPL	
30	Main Customer	